

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, March 15, 2022, 6:00 p.m.

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

COVID-19 NOTICE

This meeting of the Arcadia City Council will take place in a hybrid format. Pursuant to the Brown Act and AB 361, the City Council may meet virtually or in-person. This meeting is open to the public for in-person attendance and public comment; however, the public is also welcome to view City Council Meetings as they take place on the City's website at ArcadiaCA.gov/livegov or on ACTV (check your local listings), and to submit public comment as outlined below. In-person attendance is subject to Los Angeles County Department of Public Health regulations for COVID-19 mitigation. The City of Arcadia reserves the right to limit or deny access to City facilities. The use of face coverings is required for in-person attendance.

新冠病毒 (COVID-19) 通知

阿卡迪亚市议会的这次会议将以混合形式举行。根据《布朗法案》和 AB 361 的规定，市议会会议可采用虚拟形式或面对面形式举行。本次会议向公众开放，公众可现场出席和提出意见；但同时欢迎公众通过市政府网站 ArcadiaCA.gov/livegov 或 ACTV（请查看您所在地的电视频道列表）参加会议，并按照以下说明提交意见。现场出席须遵守洛杉矶县公共卫生部关于缓解新冠病毒疫情的规定。阿卡迪亚市保留限制或拒绝进入市政府设施的权利。现场出席会议时须佩戴口罩。

How to Submit Public Comment:

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

1. **In-Person:** Complete a blue Public Comment Speaker Card, indicating the agenda item number and place it in the Public Comment Drop Box located next to the podium in the City Council Chambers. Your card must be submitted before the Mayor calls for public comments, including for Public Hearings, as listed on the posted agenda. Cards submitted after the Mayor calls for public comments will not be accepted. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.
2. **Phone:** A conference line has been established for public comment. Your call will be recognized in the order it was received. Please keep your phone on MUTE until you are recognized for public comment.

Conference Line: (669) 224-3412
Access Code: 604-838-893#

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

1. **Website:** Please submit your comments using our online public comment form at ArcadiaCA.gov/comment. Your comments must be received at least 30 minutes prior to the posted meeting time.
2. **Email:** Please submit your comments via email to CityClerk@ArcadiaCA.gov. Your comments must be received at least 30 minutes prior to the posted meeting time.

Please contact the City Clerk's Office at CityClerk@ArcadiaCA.gov or at (626) 574-5455 for more information.

如何提交公众评论意见:

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

1. **亲自:** 填写一张蓝色的公众评论意见发言人卡, 注明议程项目编号, 投入市议会会议厅内讲台旁的公众评论意见投递箱。发言人卡必须按发布议程之规定在市长征求公众评论意见(包括听证会)之前提交。凡市长征求公众评论意见后才提交的发言人卡将不予接受。每位发言人的发言时间不得超过五(5)分钟。市长可自行决定缩短发言时限, 以便允许所有发言人在市议会发言。
2. **电话:** 已经为公众提交评论意见设立一条会议专线。将按先后顺序接听您打来的电话。您应当将您的电话设为“静音”, 直至轮到您提出评论意见。

会议专线: (669) 224-3412
接入代码: 604-838-893#

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

1. **网站:** 请使用以下网站中刊载的在线公众评论意见表提交您的评论意见: ArcadiaCA.gov/comment。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
2. **电子邮件:** 请将您的评论意见通过电子邮件发送至: CityClerk@ArcadiaCA.gov。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

详情请洽市书记官办公室, 电子邮件 CityClerk@ArcadiaCA.gov, 电话号码 (626) 574-5455。

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

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

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

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

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Sho Tay, Mayor
Paul P. Cheng, Mayor Pro Tem
Tom Beck, Council Member
April A. Verlato, Council Member

PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

CLOSED SESSION

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

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, and Administrative Services Director Hue Quach.

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

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

1. CALL TO ORDER

2. INVOCATION

Kristin Bennett, a member of First Church of Christ, Scientist

3. PLEDGE OF ALLEGIANCE

Junior Scouts 2881

4. ROLL CALL OF CITY COUNCIL MEMBERS

Sho Tay, Mayor
Paul P. Cheng, Mayor Pro Tem
Tom Beck, Council Member
April A. Verlato, Council Member

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

6. **SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**
7. **MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL**

8. **PRESENTATIONS**

- a. Presentation by the Downtown Arcadia Improvement Association Executive Director Donna Choi.
- b. Presentation of Proclamation to long-time residents Troy and Marjorie Bond for Troy's service to our Country, his 97th birthday, and the Bond's 70th Anniversary.

9. **PUBLIC HEARING**

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) each speaker is limited to five (5) minutes per person unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, in the discretion of the City Council.

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

- a. **PUBLIC HEARING MUST BEGIN AT 7:30 P.M.**
Public Hearing to receive input regarding the redrawing of City Council Election District Boundaries; and introduce for first reading an Ordinance taking action on draft maps and redrawing of Election District Boundaries.

Ordinance No. 2386 amending Section 1704(B) of Chapter 7, Article I of the Arcadia Municipal Code defining City Council Electoral District Boundaries, and adopting revised City Council Electoral District Boundaries as set forth in Exhibit "A".

Recommended Action: Conduct Public Hearing and Introduce

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

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

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

12. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the

City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

- a. Regular Meeting Minutes of March 1, 2022.
Recommended Action: Approve
- b. Resolution No. 7404 amending the Fiscal Year 2021-22 General Fund Budget authorizing a supplemental appropriation in the City Manager's Office Budget for the City Council Chambers Conference Room Audiovisual Upgrade Project in an amount not to exceed \$19,000, offset by funds received from the American Rescue Plan Act of 2021.
Recommended Action: Adopt
- c. Resolution No. 7414 approving the application for Land and Water Conservation Funds for Newcastle Park Renovation Project.
Recommended Action: Adopt
- d. Professional Services Agreement with FE Technologies for a Library Radio Frequency Identification System in an amount not to exceed \$105,000.
Recommended Action: Approve
- e. Contract with California Professional Engineering, Inc. for Santa Anita Avenue Corridor Phase 2 Traffic Signal Improvements at the intersections of Santa Anita Avenue and Colorado Boulevard, Santa Clara Street, Diamond Street, Wistaria Avenue, and Virginia Drive in the amount of \$1,026,511, plus a 10% contingency.
Recommended Action: Approve
- f. Extension to the Contract with Superior Pavement Markings, Inc. for Street Striping and Pavement Marking Services in the amount of \$135,696.60.
Recommended Action: Approve
- g. Accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2020-21 Pavement Rehabilitation Project as complete.
Recommended Action: Approve

13. CITY MANAGER

- a. Report, discussion, and directions regarding the Homelessness Five-Point Plan.
Recommended Action: Provide Direction

14. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, April 5, 2022, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

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

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a **Speaker Card** to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

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

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

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

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

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

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

欢迎参加阿凯迪亚市议会会议!

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

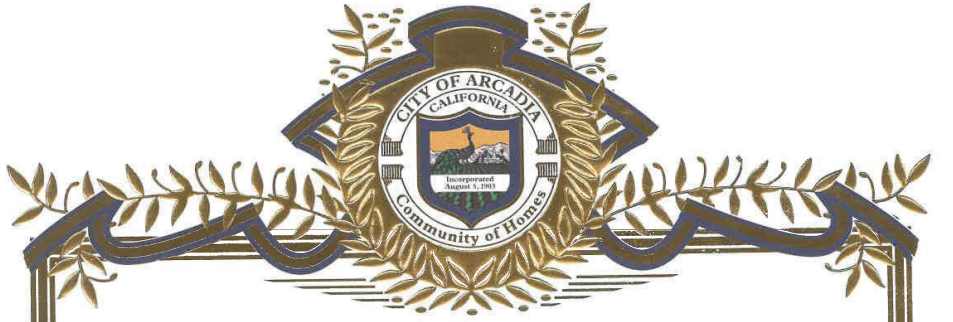
列入议程的事项应当在市议会审议该事项时讨论。请在**发言卡**上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

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

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

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

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



City of Arcadia

PROCLAMATION

WHEREAS, long-time Arcadia resident Troy Alfred Bond will be turning 97 years young on March 22, 2022. Mr. Bond grew up in the Pasadena area and has lived in Arcadia since 1954; and

WHEREAS, during World War II in 1942, and before he was 18 years old, Troy enlisted in the United States Navy and went to war in the Pacific Theatre aboard the escort carrier USS Savo Island, CVE-78; and

WHEREAS, Troy was part of the incredible sea battle known as the "Battle of Leyte Gulf" in the Philippines when his carrier took a direct hit from a kamikaze fighter. Troy survived, came home and married the girl next door, Marjorie; and

WHEREAS, while Troy and Marjorie were raising their two children, Pete and Lori, in Arcadia, Troy worked for 27 years selling advertising in the Yellow Pages; and

WHEREAS, along with celebrating Troy's 97th birthday, Marjorie and Troy are celebrating 70 years together.

NOW, THEREFORE, I, Sho Tay, Mayor of the City of Arcadia, do hereby proclaim March 22, 2022 as

TROY AND MARJORIE BOND DAY

in the City of Arcadia, and join Troy and Marjorie's family and friends in celebrating this wonderful couple and long-time Arcadia community members.

*Dated this
15th Day of March, 2022*

Sho Tay, Mayor





STAFF REPORT

Office of the City Manager

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Michael Bruckner, Deputy City Manager

SUBJECT: ORDINANCE NO. 2386 AMENDING SECTION 1704(B) TO CHAPTER 7, ARTICLE I OF THE ARCADIA MUNICIPAL CODE DEFINING CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES, AND ADOPTING REVISED CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES AS SET FORTH IN EXHIBIT "A."

Recommendation: Conduct a Public Hearing and Introduce

SUMMARY

As a result of the 2020 Census, the City of Arcadia is required to review new population data and to rebalance its City Council election districts. Per the Elections Code, the City Council is required to adopt a new district map by Ordinance following a series of public hearings.

This public hearing is the fifth in a series of several public meetings to receive input from the Arcadia community regarding the redrawing of City Council district boundaries. At the March 1, 2022, City Council Meeting, the City Council selected five maps for further consideration, which include Maps 103, 114, 115, 116, and 118 for City Council consideration. The City Council further directed the City's Demographer, NDC, to revise Maps 114 and 115 to be better aligned with Federal Voting Rights Act requirements. The City Council also directed staff to prepare an Ordinance for introduction to adopt a final map. All five maps currently under consideration were posted on the City's redistricting page at ArcadiaCA.gov/redistricting on Friday, March 4, 2022.

At the March 1, 2022, City Council meeting, the demographer raised concerns regarding Maps 114 and 115 because they reduce the total number of Asian-American majority districts from four districts to three districts. The City's demographer has reviewed and revised Maps 114 and 115 per City Council direction; however, the demographer does not recommend that the City adopt Map 114 as revised due to potential concerns regarding Asian-American voter dilution. Therefore, the City Council should choose between Maps 103, 115 (revised), 116, and 118. If additional modifications or any new

maps are desired, the City will have limited time prior to the April 17, 2022, deadline for adopting new boundaries and a Special Meeting may be required.

It is recommended that the City Council conduct a public hearing to review the draft maps and select a final map to be incorporated as Exhibit “A” to Ordinance No. 2386, and introduce Ordinance No. 2386 amending section 1704(B) to Chapter 7, Article I of the Arcadia Municipal Code defining City Council electoral district boundaries and adopting City Council district boundaries as set forth in Exhibit “A.”

BACKGROUND

City Council districts must be “substantially equal in population”. The districts are also required to comply with the United States Constitution, the California Constitution, the Federal Voting Rights Act of 1965, and the California Fair Maps Act. On June 15, 2021, the City entered into a contract with National Demographic Corporation (“NDC”) to provide Demographer Services for this effort.

Based on the 2020 Census and State of California adjustment factors, the City’s population is 56,780. As a result, each City Council district should ideally contain 11,356 people, with a legally acceptable deviation of less than 10% from the largest district by population to the smallest district by population (Harris v. Arizona Independent Redistricting Commission). The table below shows the current population and demographic factors by existing districts:

City of Arcadia - 2020 Census Data Total Population Statistics								
District	CA Adjusted Pop.	Deviation	% Deviation	% Hispanic Origin	% NH White	% NH Black	% NH Asian	
1	11,330	-26	-0.23%	13.56%	18.60%	1.68%	64.95%	
2	10,265	-1091	-9.61%	14.71%	25.20%	1.96%	56.43%	
3	12,148	792	6.97%	17.05%	15.06%	2.86%	63.26%	
4	11,890	534	4.70%	8.27%	14.10%	1.49%	74.52%	
5	11,148	-208	-1.83%	11.98%	16.04%	1.15%	69.09%	
		Total	Deviation	16.58%				

The current City Council districts have a population deviation of 16.58% (the total percentage difference between the largest and smallest deviation 9.61% + 6.97%), no longer meeting the statutory requirements for adoption. Therefore, new district boundaries must be drawn.

Under the State’s Fair Maps Act, the City must hold at least four public hearings for the community to provide input regarding the composition of City Council electoral districts. The first public hearing was held on August 17, 2021. Under the Fair Maps Act, a Community Workshop can be held in-lieu of a public hearing, and the City conducted that workshop on November 10, 2021. The third public hearing was scheduled for February

1, 2022, but was continued to February 7, 2022, due to a lack of quorum. The fourth public hearing was held on March 1, 2022. This hearing is the fifth public hearing. No additional public hearings are currently scheduled; however, additional hearings can be held as necessary prior to the April 17, 2022, deadline for adopting a final map by Ordinance.

The Fair Maps Act requires that the new district maps be adopted at least 205 days prior to the election. A previous version of this report erroneously referred to 174 days as the deadline; however, AB 1276 cities must adopt maps 205 days prior to any election that occurs after July 1, 2022. The next regularly scheduled municipal election is November 8, 2022, which requires the City to adopt a map no later than April 17, 2022. Assuming that there are no further delays, the City will have sufficient time to complete the redistricting process.

It should also be noted that if the City Council is unable to adopt a draft map by the April 17, 2022, deadline, per the Fair Maps Act, the City is required to immediately petition the Court for an order to adopt City Council district boundaries. If the City does not petition the Court within five days after the deadline, any resident of the City may file that petition and will be entitled to reasonable attorney's fees and costs from the City. The Court is also authorized to appoint a special master to assist with creating new draft maps, and they must conduct one or more public hearings before the Court can adopt City Council district boundaries in accordance with the appropriate statutory criteria. All costs for the special master would be the responsibility of the City. The City Council district boundaries adopted by the Court would become effective immediately in the same manner as if the Court's order were enacted by the City Council.

DISCUSSION

At the March 1, 2022, City Council Meeting, the City Council selected five maps for further consideration, which include Maps 103, 114, 115, 116, and 118 (Attachment "A"). The City Council further directed the City's Demographer, NDC, to revise Maps 114 and 115 to be better aligned with Federal Voting Rights Act requirements. The City Council also directed staff to prepare an Ordinance for introduction to adopt a final map.

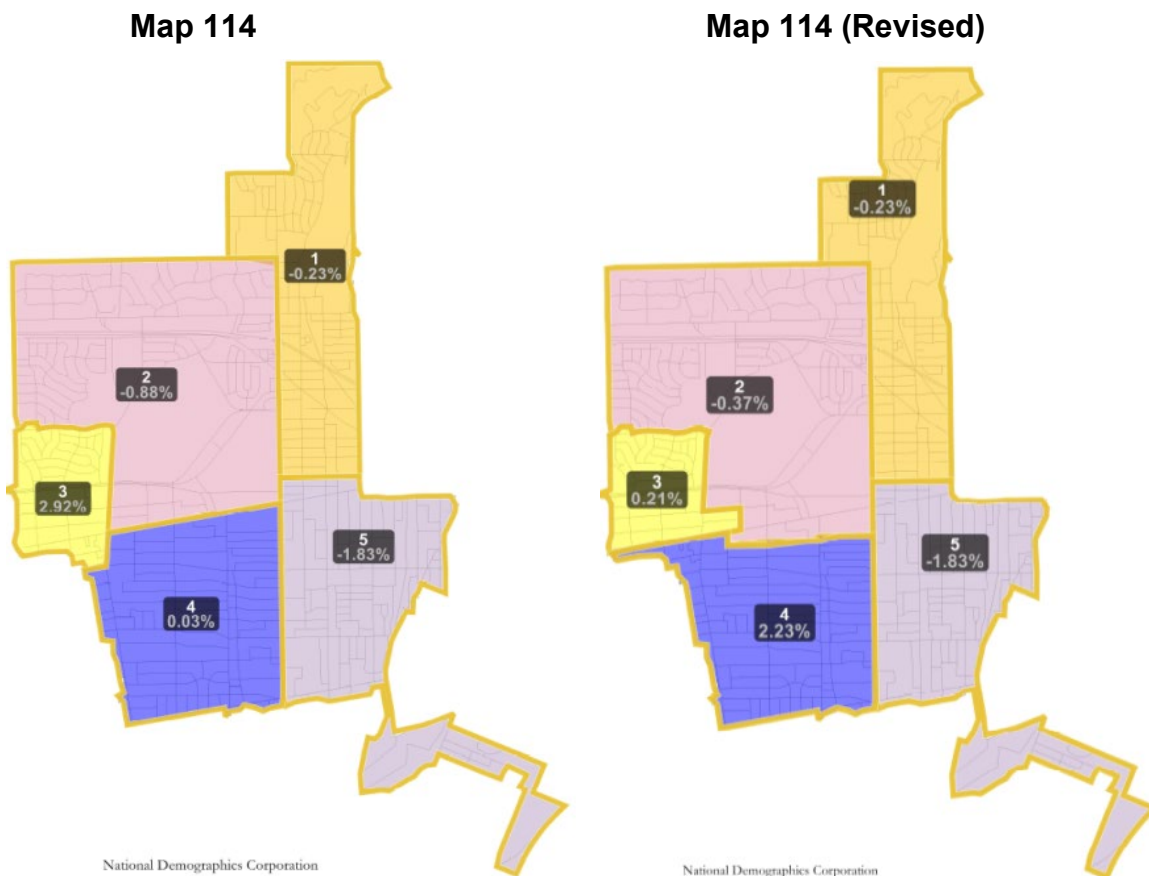
As was discussed at the March 1, 2022, City Council Meeting, according to NDC, as originally submitted, Maps 114 and 115 reduce the majority Citizen Voting Age Population ("CVAP") of Asian-Americans from four districts to three districts. The City's current map and all other maps under consideration have four Asian-American majority CVAP voting districts. Therefore, NDC suggested that Maps 114 and 115 may present certain challenges under Federal Voting Rights Act requirements. While Maps 114 and 115 increase the percentage of Hispanic CVAP in one district relative to any of the other options, they do not create a majority for that presumed common interest voting group.

Per City Council's direction, the City's demographer, NDC, has revised Maps 114 and 115. Below is a summary of the demographer's changes to Maps 114 and 115.

Map 114 (Revised)

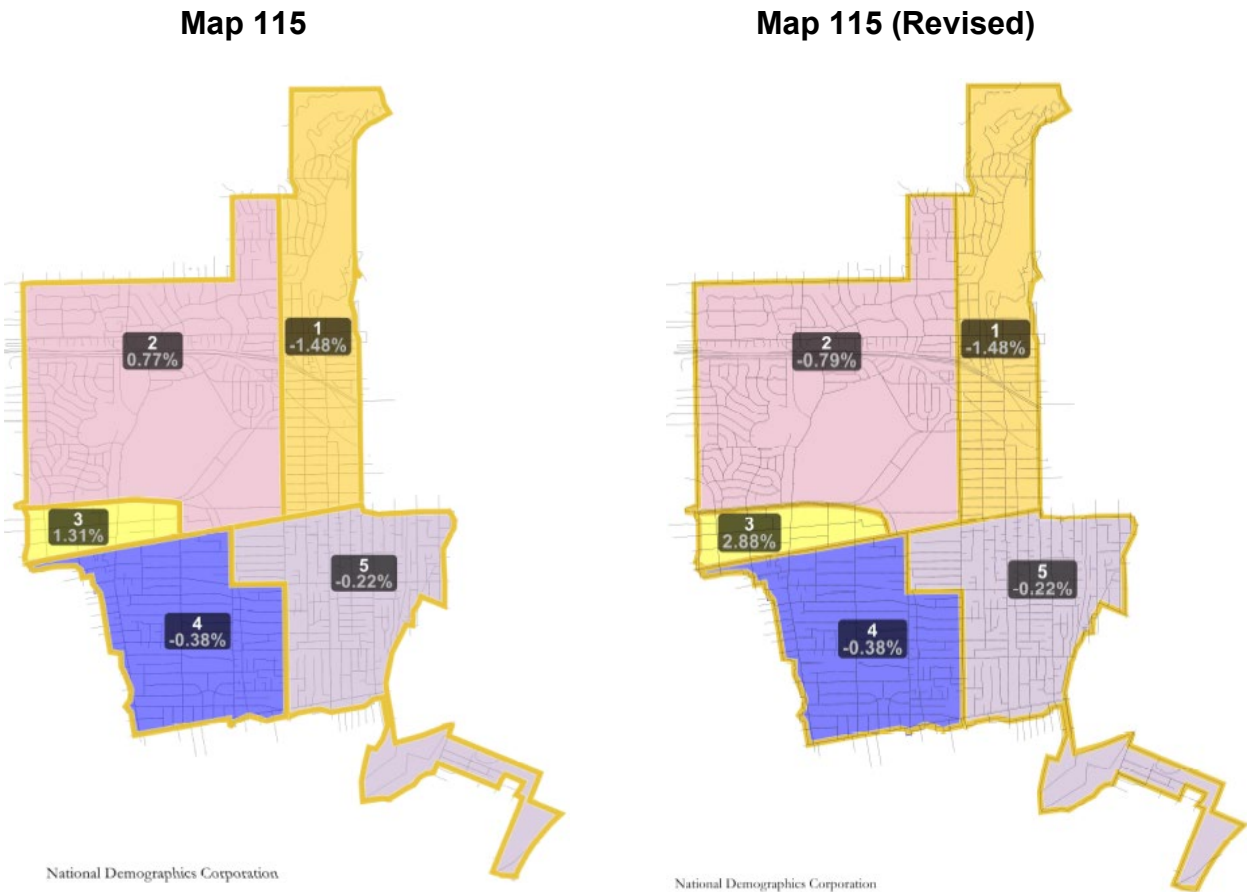
In order to create a fourth Asian-American majority CVAP district, the demographer moved some of the census blocks south of Duarte Rd. that were part of District 3 into District 4. District 2 was pushed further south past Duarte Rd. and District 3 further east along Duarte Rd. According to NDC, these adjustments were the only changes available to keep the map relatively consistent with the original plan while creating a fourth Asian-American majority CVAP district.

In revising the map, NDC was able to create an Asian-American majority CVAP in District 2 (51.98%) but not in District 3 (43.75%) where the current Asian-American majority CVAP exists. Because there is realistic alternative to create an Asian-American majority CVAP in District 3 without significantly altering district boundaries from the original map, NDC is recommending that the City Council not move forward with adopting Map 114 even as revised due to potential concerns of Asian-American voter dilution in District 3.



Map 115 (Revised)

In order to create a fourth Asian-American majority CVAP district in District 3, the demographer added two census blocks further east in District 3. By doing so, the Asian-American majority CVAP in District 3 was increased to 50.01%. NDC has not raised any concerns regarding this revised map.



The purpose of this public hearing is to receive public input on proposed voting districts and for the City Council to adopt a final map for incorporation as Exhibit “A” to Ordinance No. 2386 (Attachment “B”), which should be introduced at the conclusion of this hearing to remain within timeline targets for this effort.

It should be noted that a final draft map must be publicly available and posted on the City’s website for at least seven days before it can be considered by the City Council for adoption at a public hearing. If a change is made to a map at this public hearing or any subsequent meeting, the revised map must be posted at least seven days before it is

introduced by Ordinance. All maps currently under consideration for adoption were posted on the City’s website on Friday, March 4, 2022, and an ordinance setting district boundaries could be introduced at this meeting using any of the maps in Attachment “A.”

If the introduction of Ordinance No. 2386 is delayed beyond this meeting, the City Attorney may need to assist the City Council with the mechanics needed at this point to beat the time limits for adoption. Virtually any date up to the Sunday, April 17, 2022, deadline is possible as long as the chosen map is on the City’s website no later than April 9 and the Ordinance is introduced no later than April 12. In this scenario, if there are less than 28 days before the April 17 deadline, Elections Code § 21628(d)(1) states that a final map need only be posted 3 days prior to introduction instead of the usual 7 days. The table below summarizes the absolute final days to take action to meet the statutory deadline.

TABLE 1: KEY DEADLINES FOR MAP ADOPTION

REQUIRED ACTION	TIMING	FINAL POSSIBLE DATE
Posting Final Map on City Website	3 Days Before Introduction	Saturday, April 9, 2022
First Reading (Introduction) of Ordinance		Tuesday, April 12, 2022
Second Reading (Adoption) of Ordinance	5 Days After Introduction	Sunday, April 17, 2022

ENVIRONMENTAL ANALYSIS

The proposed actions do not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that they will have no impact on the environment. Thus, these matters are exempt under CEQA.

PUBLIC NOTICE

The public hearing notice was published in the Arcadia Weekly newspaper on March 7, 2022.

FISCAL IMPACT

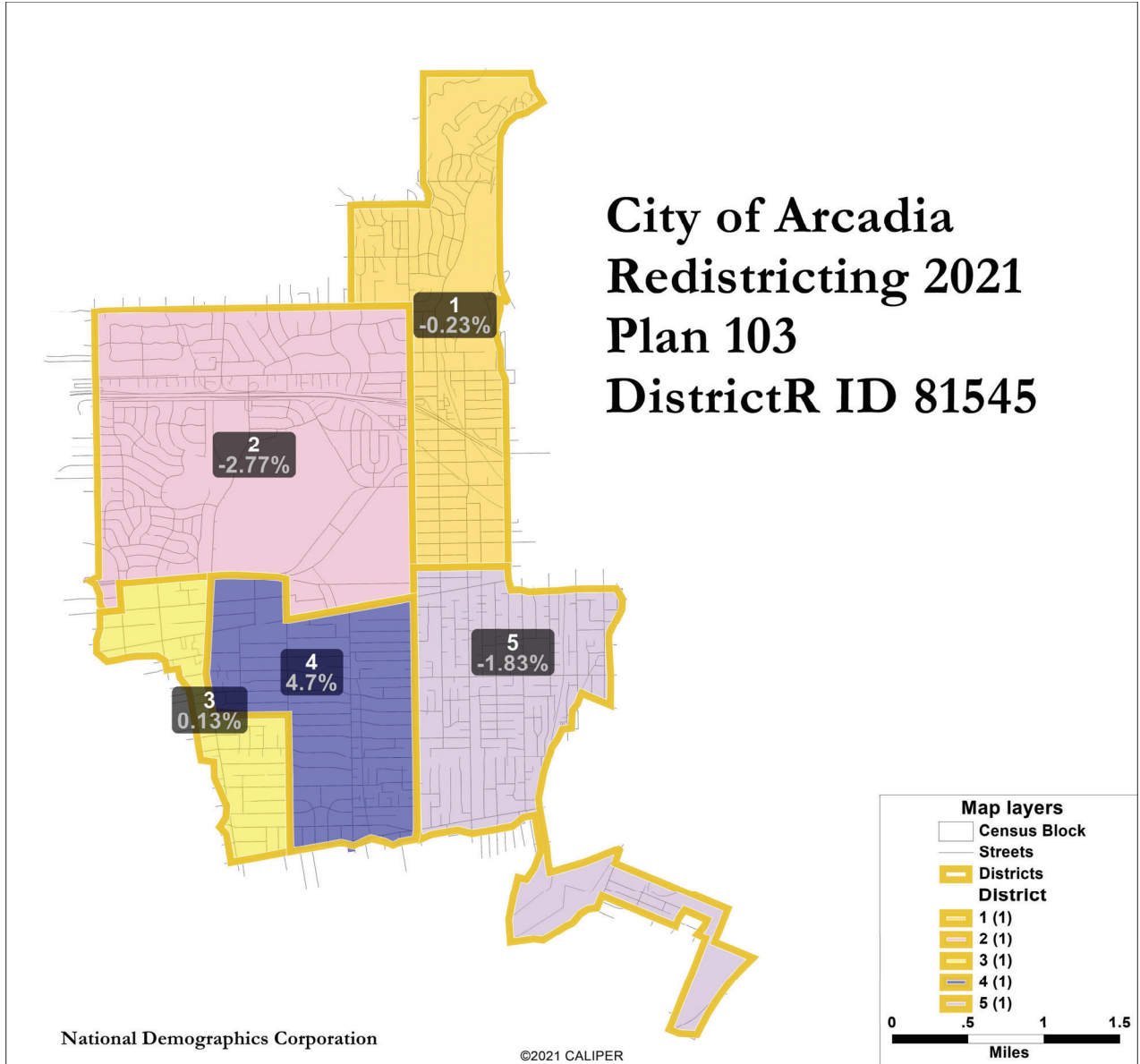
There is no impact to the General Fund as a result of this public hearing. The cost of the entire redistricting process has been included in the FY 2021-22 operating budget and choosing different districts will have no direct impact on City costs. Failure to adopt new districts prior to the April 17, 2022, deadline may result in legal and court costs.

RECOMMENDATION

It is recommended that the City Council:

- 1) Conduct a public hearing to review and receive public input on the draft maps;
- 2) Select a final map to be incorporated as Exhibit “A” to Ordinance No. 2386;
- 3) Determine that this action is exempt under the California Environmental Quality Act (“CEQA”); and
- 4) Introduce Ordinance No. 2386 amending Section 1704(B) to Chapter 7, Article I of the Arcadia Municipal Code defining City Council electoral district boundaries and adopting revised City Council district boundaries as set forth in Exhibit “A.”

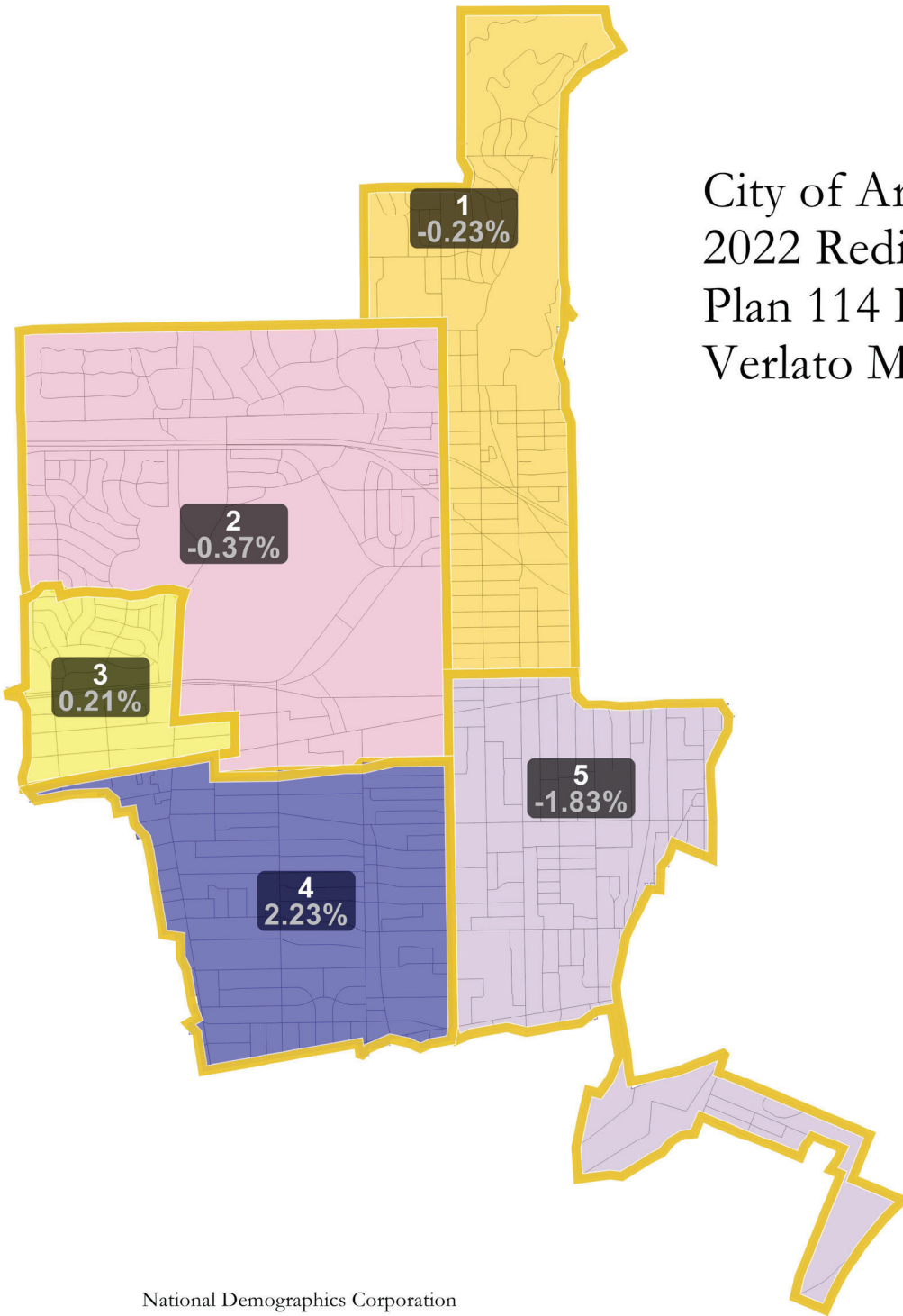
Attachments: “A” – Draft Maps 103, 114 (Revised), 115 (Revised), 116, and 118.
“B” – Ordinance No. 2386



City of Arcadia - Draft Plan 103 Total Population Demographics											
District	Population	Deviation	% Deviation	Hisp Origin	% Hispanic	NH White	% NH White	NH Black	% NH Black	NH Asian	% NH Asian
1	11330	-26	-0.23%	1,536	13.56%	2,107	18.60%	190	1.68%	7,359	64.95%
2	11042	-314	-2.77%	1,672	15.14%	2,676	24.23%	233	2.11%	6,260	56.69%
3	11371	15	0.13%	1,909	16.79%	1,741	15.31%	315	2.77%	7,218	63.48%
4	11890	534	4.70%	983	8.27%	1,677	14.10%	177	1.49%	8,860	74.52%
5	11148	-208	-1.83%	1,335	11.98%	1,788	16.04%	128	1.15%	7,702	69.09%
Total	56,781		7.47%	7,435		9,989		1,043		37,399	

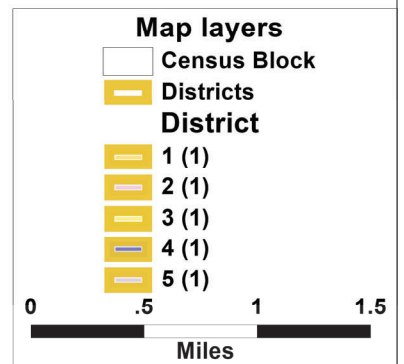
City of Arcadia - Draft Plan 103 Citizen Voting Age Population (CVAP) Demographics									
District	CVAP Population	Hisp CVAP	% Hisp CVAP	NH White CVAP	% NH White CVAP	NH Black CVAP	% NH Black CVAP	NH Asian CVAP	% NH Asian CVAP
1	7,224	595	8.24%	2,107	29.17%	184	2.54%	4,283	59.29%
2	7,701	1,033	13.41%	2,915	37.84%	176	2.29%	3,541	45.97%
3	6,641	1,124	16.93%	1,728	26.02%	350	5.26%	3,423	51.54%
4	7,637	504	6.60%	1,685	22.06%	127	1.66%	5,214	68.28%
5	7,360	670	9.11%	1,851	25.15%	36	0.48%	4,737	64.36%
Total	36,563	3,927		10,286		872		21,198	

City of Arcadia 2022 Redistricting Plan 114 Revised Verlato Map A Revised



National Demographics Corporation

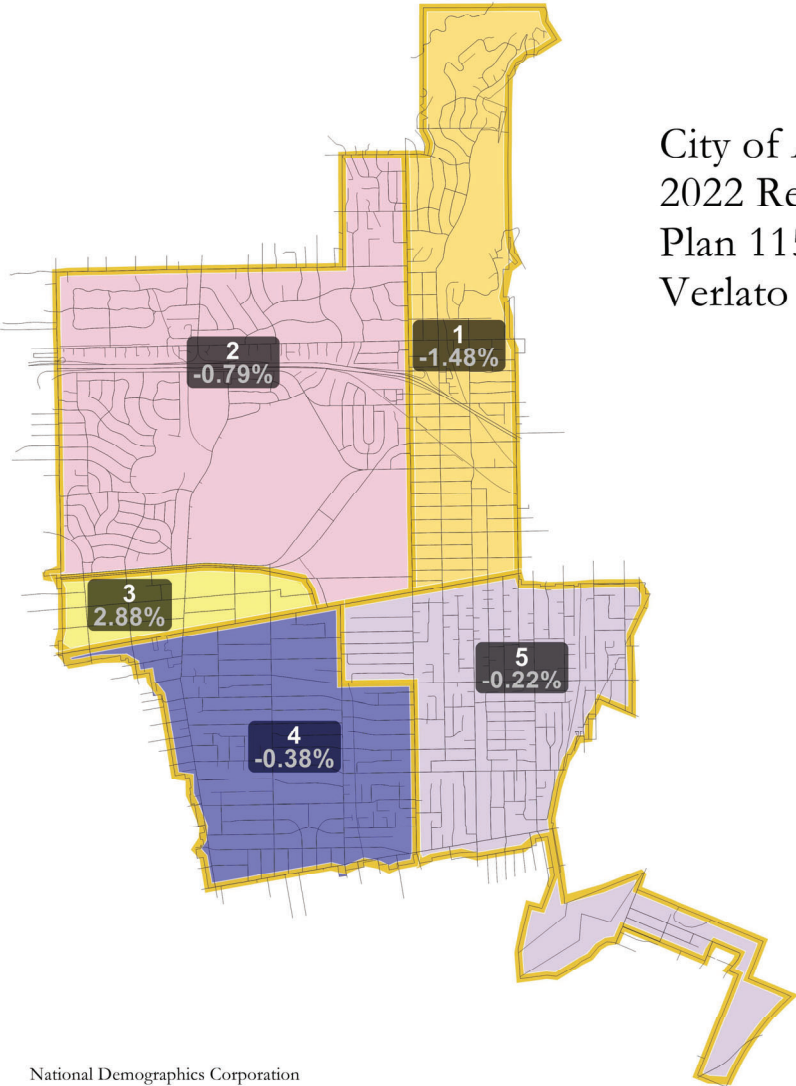
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City of Arcadia - Draft Plan 114 Revised Total Population Demographics											
District	Population	Deviation	% Deviation	Hisp Origin	% Hispanic	NH White	% NH White	NH Black	% NH Black	NH Asian	% NH Asian
1	11330	-26	-0.23%	1,536	13.56%	2,107	18.60%	190	1.68%	7,359	64.95%
2	11314	-42	-0.37%	1,308	11.56%	2,633	23.27%	186	1.64%	6,997	61.84%
3	11380	24	0.21%	2,144	18.84%	1,897	16.67%	352	3.09%	6,758	59.38%
4	11609	253	2.23%	1,112	9.58%	1,564	13.47%	187	1.61%	8,583	73.93%
5	11148	-208	-1.83%	1,335	11.98%	1,788	16.04%	128	1.15%	7,702	69.09%
Total	56,781		4.06%	7,435		9,989		1,043		37,399	

City of Arcadia - Draft Plan 114 Revised Citizen Voting Age Population (CVAP) Demographics									
District	CVAP Population	Hisp CVAP	% Hisp CVAP	NH White CVAP	% NH White CVAP	NH Black CVAP	% NH Black CVAP	NH Asian CVAP	% NH Asian CVAP
1	7,224	595	8.24%	2,107	29.17%	184	2.54%	4,283	59.29%
2	7,167	611	8.52%	2,630	36.69%	127	1.77%	3,726	51.98%
3	6,304	1,384	21.95%	1,886	29.92%	240	3.81%	2,758	43.75%
4	8,508	667	7.84%	1,811	21.29%	286	3.36%	5,694	66.93%
5	7,360	670	9.11%	1,851	25.15%	36	0.48%	4,737	64.36%
Total	36,563	3,927		10,286		872		21,198	

City of Arcadia
 2022 Redistricting
 Plan 115 Revised
 Verlato Map B Revised



National Demographics Corporation

Map layers

- Districts
- Census Block
- Streets

District

- 1 (1)
- 2 (1)
- 3 (1)
- 4 (1)
- 5 (1)

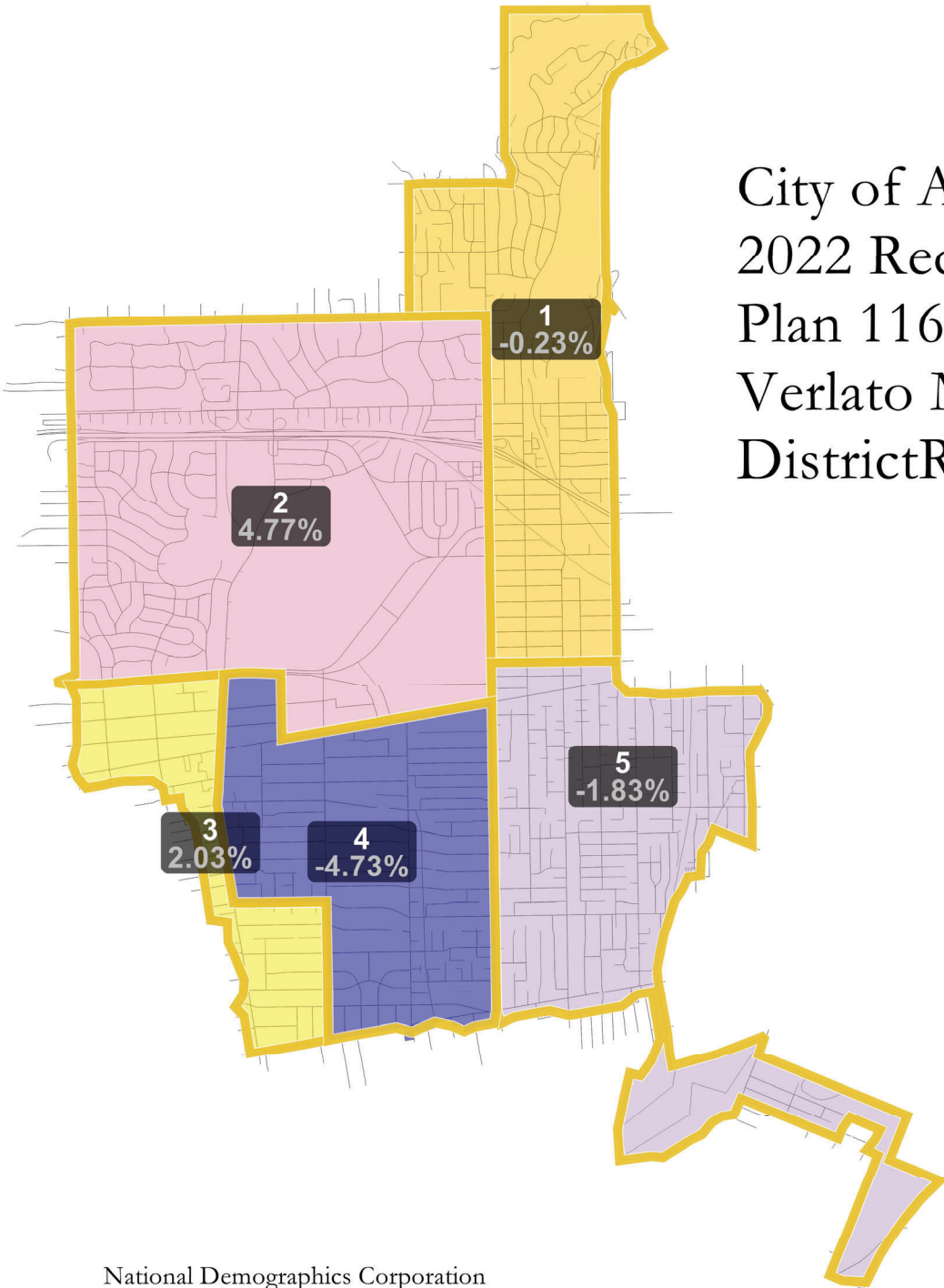
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 Miles

©2021 CALIPER

City of Arcadia - Draft Plan 115 Revised Total Population Demographics											
District	Population	Deviation	% Deviation	Hisp Origin	% Hispanic	NH White	% NH White	NH Black	% NH Black	NH Asian	% NH Asian
1	11188	-168	-1.48%	1,550	13.85%	1,845	16.49%	185	1.65%	7,456	66.64%
2	11266	-90	-0.79%	1,599	14.19%	2,895	25.70%	208	1.85%	6,383	56.66%
3	11683	327	2.88%	1,897	16.24%	1,836	15.72%	331	2.83%	7,389	63.25%
4	11313	-43	-0.38%	1,109	9.80%	1,566	13.84%	192	1.70%	8,294	73.31%
5	11331	-25	-0.22%	1,280	11.30%	1,847	16.30%	127	1.12%	7,877	69.52%
Total	56,781		4.36%	7,435		9,989		1,043		37,399	

City of Arcadia - Draft Plan 115 Revised Citizen Voting Age Population (CVAP) Demographics									
District	CVAP Population	Hisp CVAP	% Hisp CVAP	NH White CVAP	% NH White CVAP	NH Black CVAP	% NH Black CVAP	NH Asian CVAP	% NH Asian CVAP
1	6,915	580	8.39%	1,865	26.97%	170	2.46%	4,245	61.39%
2	8,135	1,015	12.48%	3,122	38.38%	199	2.44%	3,764	46.26%
3	5,652	985	17.42%	1,628	28.80%	138	2.45%	2,826	50.01%
4	8,320	668	8.03%	1,794	21.57%	303	3.64%	5,505	66.16%
5	7,541	678	9.00%	1,876	24.88%	63	0.83%	4,858	64.42%
Total	36,563	3,927		10,286		872		21,198	

City of Arcadia
 2022 Redistricting
 Plan 116
 Verlato Map C
 DistrictR ID 110411



Map layers

- Census Block
- Streets
- Districts
- District**
- 1 (1)
- 2 (1)
- 3 (1)
- 4 (1)
- 5 (1)

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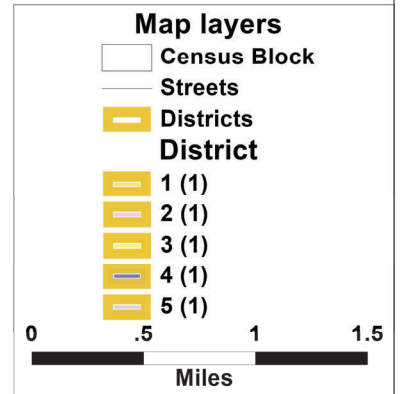
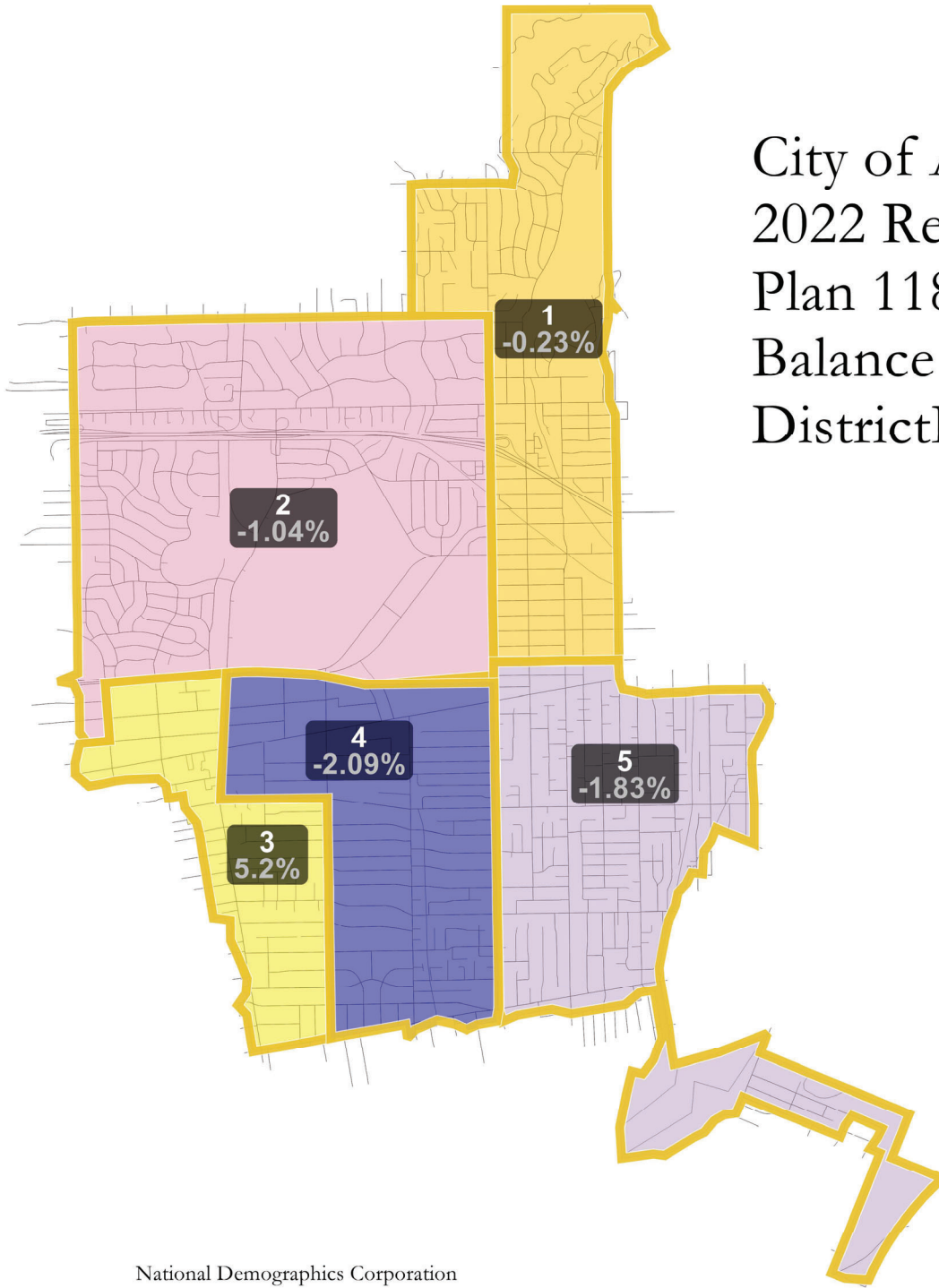
National Demographics Corporation

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City of Arcadia - Draft Plan 116 Total Population Demographics											
District	Population	Deviation	% Deviation	Hisp Origin	% Hispanic	NH White	% NH White	NH Black	% NH Black	NH Asian	% NH Asian
1	11330	-26	-0.23%	1,536	13.56%	2,107	18.60%	190	1.68%	7,359	64.95%
2	11898	542	4.77%	1,686	14.17%	2,860	24.04%	239	2.01%	6,918	58.14%
3	11586	230	2.03%	2,019	17.43%	1,753	15.13%	342	2.95%	7,261	62.67%
4	10819	-537	-4.73%	859	7.94%	1,481	13.69%	144	1.33%	8,159	75.41%
5	11148	-208	-1.83%	1,335	11.98%	1,788	16.04%	128	1.15%	7,702	69.09%
Total	56,781		9.50%	7,435		9,989		1,043		37,399	

City of Arcadia - Draft Plan 116 Citizen Voting Age Population (CVAP) Demographics									
District	CVAP Population	Hisp CVAP	% Hisp CVAP	NH White CVAP	% NH White CVAP	NH Black CVAP	% NH Black CVAP	NH Asian CVAP	% NH Asian CVAP
1	7,224	595	8.24%	2,107	29.17%	184	2.54%	4,283	59.29%
2	8,140	1,040	12.78%	2,963	36.40%	197	2.42%	3,895	47.85%
3	6,576	1,107	16.84%	1,701	25.87%	348	5.30%	3,403	51.75%
4	7,263	514	7.08%	1,664	22.91%	107	1.48%	4,879	67.18%
5	7,360	670	9.11%	1,851	25.15%	36	0.48%	4,737	64.36%
Total	36,563	3,927		10,286		872		21,198	

City of Arcadia
2022 Redistricting
Plan 118
Balance 104
DistrictR ID 114807



National Demographics Corporation

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City of Arcadia - Draft Plan 118 Total Population Demographics											
District	Population	Deviation	% Deviation	Hisp Origin	% Hispanic	NH White	% NH White	NH Black	% NH Black	NH Asian	% NH Asian
1	11330	-26	-0.23%	1,536	13.56%	2,107	18.60%	190	1.68%	7,359	64.95%
2	11238	-118	-1.04%	1,715	15.26%	2,728	24.27%	239	2.13%	6,351	56.51%
3	11946	590	5.20%	1,897	15.88%	1,799	15.06%	312	2.61%	7,742	64.81%
4	11119	-237	-2.09%	952	8.56%	1,567	14.09%	174	1.56%	8,245	74.15%
5	11148	-208	-1.83%	1,335	11.98%	1,788	16.04%	128	1.15%	7,702	69.09%
Total	56,781		7.28%	7,435		9,989		1,043		37,399	

City of Arcadia - Draft Plan 118 Citizen Voting Age Population (CVAP) Demographics									
District	CVAP Population	Hisp CVAP	% Hisp CVAP	NH White CVAP	% NH White CVAP	NH Black CVAP	% NH Black CVAP	NH Asian CVAP	% NH Asian CVAP
1	7,224	595	8.24%	2,107	29.17%	184	2.54%	4,283	59.29%
2	7,758	1,057	13.63%	2,961	38.17%	186	2.39%	3,519	45.36%
3	7,182	1,112	15.48%	1,772	24.68%	355	4.94%	3,927	54.68%
4	7,039	492	6.99%	1,594	22.65%	112	1.60%	4,732	67.22%
5	7,360	670	9.11%	1,851	25.15%	36	0.48%	4,737	64.36%
Total	36,563	3,927		10,286		872		21,198	

ORDINANCE NO. 2386

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, AMENDING SECTION 1704(B) TO CHAPTER 7, ARTICLE I OF THE ARCADIA MUNICIPAL CODE DEFINING CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES, AND ADOPTING REVISED CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES AS SET FORTH IN EXHIBIT "A"

WHEREAS, on October 3, 2017, the City Council of the City of Arcadia adopted Ordinance No. 2350, changing the City's at-large election system to by-district Council Member elections, and adopting boundaries for the City's five City Council electoral districts; and

WHEREAS, pursuant to Elections Code § 21601, following each decennial federal census, the City Council shall, by ordinance, adjust the boundaries of any or all City Council electoral districts so that the districts shall be generally equal in population as possible and shall comply with all applicable provisions of 42 USC § 1073, as amended; and

WHEREAS, in 2019, the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions ("FAIR MAPS") Act (AB 849) amended the process and criteria by which the City Council must evaluate and adjust its electoral district boundaries; and

WHEREAS, pursuant to the FAIR MAPS Act, the City of Arcadia held public hearings on August 17, 2021, November 29, 2021, February 7, 2022, and March 1, 2022, and a Community Workshop was held in-lieu of a public hearing on November 10, 2021, to receive public input on communities of interest and the redrawing of City Council electoral districts; and

WHEREAS, in establishing district boundaries, the City Council has considered the following factors: (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) communities of interest of the districts; and

WHEREAS, at the March 1, 2022, City Council Meeting, the City Council directed staff to prepare an Ordinance for the March 15, 2022, regular City Council meeting, to adopt one of the five final maps currently under City Council consideration; and

WHEREAS, pursuant to the FAIR MAPS Act, the five final maps were posted on the City's website at ArcadiaCA.gov/redistricting, seven days prior to the March 15, 2022, public hearing; and

WHEREAS, the five final maps under consideration are as follows: Map 103, Map 114 (revised), Map 115 (revised), Map 116, and Map 118; and

WHEREAS, at the March 15, 2022, City Council meeting, pursuant to Elections Code § 10010(a)(2), the City Council held a public hearing to select a final map and the City Council selected Map _____, herein attached as Exhibit "A" to this Ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. The map attached hereto as Exhibit "A", and incorporated herein by reference, shall be and hereby is adopted as the five City Council electoral district boundaries for the City of Arcadia.

SECTION 3. City Council elections shall continue to be conducted "by-district" as provided in Government Code § 34871(a).

SECTION 4. Section 1704(B) to Chapter 7 of Article I of the Arcadia Municipal Code is hereby amended to read in its entirety as follows:

“City Council Districts and District Elections. All five Councilmembers shall be elected on a “by-district” basis from the Council districts shown and numbered on the map titled “City of Arcadia 2022 Redistricting Plan _____” attached hereto as Exhibit “A”, as posted on the City’s website, ArcadiaCA.gov/redistricting and copy of which shall be on file in the City Clerk’s Office. In 2022, and every year four years thereafter, the following three City Council electoral districts shall be elected by-district: District 2, District 3, and District 5. In 2024, and every four years thereafter, the following two City Council electoral districts shall be elected by district: District 1 and District 4.”

SECTION 5. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of same to be published at least once in the official newspaper of the City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this _____ day of April, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch

Stephen P. Deitsch
City Attorney

EXHIBIT "A"

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, MARCH 1, 2022**

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

PUBLIC COMMENTS

Brenda Trainor, Board Member of Madia Tech Launch, requested support from the City Council to assist in improving and expanding high speed internet access in the Downtown with the use of ARPA Funds.

Martin Gandall, President of the Downtown Arcadia Improvement Association, requested support from the City Council to improve broadband services in the Downtown.

STUDY SESSION

- a. Report, discussion, and direction regarding the proposed projects for the American Rescue Plan Act (“ARPA”) Funds.

Recommended Action: Approve Use of ARPA Funds

City Manager Lazzaretto provided the PowerPoint presentation.

After City Council discussion, a motion was made by Mayor Pro Tem Cheng, seconded by Council Member Beck, and carried on a roll call vote to conceptually approve Staff’s proposed use of ARPA Funds.

AYES: Verlato, Beck, Cheng, and Tay
NOES: None
ABSENT: None

CLOSED SESSION

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

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, and Administrative Services Director Hue Quach.

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

The Closed Session item was not held and will be postponed to a future Council meeting.

The Study Session ended at 6:46 p.m.

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

1. **CALL TO ORDER** – Mayor Tay called the Regular Meeting to order at 7:02 p.m.
2. **INVOCATION** – Reverend Eva Thai-Erwin, Church of the Good Shepherd
3. **PLEDGE OF ALLEGIANCE** – Cadette Troop 2881
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Beck, Verlato, Cheng, and Tay

ABSENT: None

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

City Attorney Deitsch announced that prior to the Regular Meeting the City Council met in a Study Session to receive a report, have a discussion, and provide direction regarding the use of the American Rescue Plan Act (“ARPA”) Funds, and that the City Council unanimously directed that the presentation made by Staff to City Council regarding the proposed use of ARPA Funds be conceptually approved at this time; he further noted the Closed Session item on the posted Agenda was not held and will be postponed to a future Council meeting.

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

City Manager Lazzaretto reminded the audience to submit public comment cards in the new box prior to the Mayor calling for public comment.

7. **MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL**

A motion was made by Mayor Pro Tem Cheng, and seconded by Council Member Verlato, to read all ordinances and resolutions by title only and waive the reading in full.

8. **PRESENTATIONS**

- a. Presentation to the City Council to accept a gift of \$13,000 from the Friends of the Museum for Museum Programming, Marketing, and Archival Supplies.
- b. Presentation of Proclamation to the Girls Scouts of Greater Los Angeles in celebration of the 100th anniversary of Girl Scouting in our area.
- c. Presentation of Proclamation to American Red Cross declaring March 2022 as American Red Cross Month.

It was the consensus of the City Council that the Consent Calendar Items 12a. through 12f. be moved to this portion of the Agenda.

12. **CONSENT CALENDAR**

- a. Regular Meeting Minutes of February 15, 2022.

Recommended Action: Approve

- b. Gift of \$13,000 from the Friends of the Museum for Museum Programming, Marketing, and Archival Supplies.
Recommended Action: Accept Gift
- c. Resolution No. 7415 amending the Fiscal Year 2021-22 Water Operating Budget authorizing a supplemental budget appropriation for Laboratory Testing Services of City water samples in the amount of \$35,000, offset by a reduction in the Water Reserve Fund, and approving a Change Order to the Purchase Order with Weck Laboratory, Inc.
Recommended Action: Adopt and Approve
- d. Waive expenses related to Traffic Control Services for the Twenty-Sixth Annual Santa Anita Derby Day 5K to be held on Saturday, April 9, 2022, and authorization to waive such costs annually.
Recommended Action: Approve
- e. Accept all work performed by Cedro Construction, Inc. for the Water Main Replacement Project as complete.
Recommended Action: Approve
- f. Find that, due to the COVID-19 state of emergency, state and local officials continue to recommend measures to promote social distancing, and therefore the City Council and all other City Boards and Commissions may meet virtually.
Recommended Action: Make Findings

It was moved by Council Member Beck, seconded by Council Member Verlato, and carried on a roll call vote to approve Consent Calendar Items 12.a through 12.f.

AYES: Beck, Verlato, Cheng, and Tay
NOES: None
ABSENT: None

9. PUBLIC HEARING

- a. **PUBLIC HEARING MUST BEGIN AT 7:30 P.M.**
Public Hearing to receive input from the Community and take possible action on draft maps regarding the redrawing of City Council Election District Boundaries.
Recommended Action: Receive Public Input and Provide Direction on a Final Map

City Manager Lazzaretto presented the staff report.

Jeff Simonetti from National Demographics Corporation presented a slideshow for the Public Hearing regarding the revised maps.

Mayor Tay opened the Public Hearing.

Marilyn Wilander, an Arcadia resident, encouraged the City Council to consider AAV Map A which honors southwest Arcadia as a cohesive district rather than splitting it up.

Edmund Liu, an Arcadia resident, appeared and urged the City Council to not consider Maps 114, 115, and 116; he indicated that he is in support of Map 103.

Peter Amundson, former City Council Member/Mayor, appeared and stated that one of his biggest mistakes as a former Council Member was choosing the current district map; he asked the City Council to correct the mistake that the last City Council made and shared his support for Map 115.

Susan Guo, an Arcadia resident, appeared and reiterated the motion made by Mayor Pro Tem Cheng at the last City Council meeting that the City Council had until February 22, 2022, to submit two maps each; she stated that if a map had to be amended following that deadline that it should not be accepted as it was not complete by the deadline; she expressed her objection to Maps 114 and 115; and asked the City Council not to delay the map selection any longer.

Roger Nemrava, an Arcadia resident, appeared and shared his frustration with the map selection process and the gerrymandering that seems to be happening; he agreed with Peter Amundson and also shared his support for Map 115.

Phyllis Nemeth, an Arcadia resident, appeared and shared her support for the map that Peter Amundson recommended.

William Chenoweth, a former Arcadia resident, appeared and stated that he would not select any of the maps submitted as they do not represent the districts properly as the percentage of ethnic groups is not equally divided by registered voters.

Lynne Curry, an Arcadia resident, appeared and shared her support for the map presented by Council Member Verlato and stated that she does not support the gerrymandering of the districts as proposed by Mayor Pro Tem Cheng.

Sonia, an Arcadia resident, appeared and asked the City Council what they are doing to protect the Hispanic vote and the future of minority votes; she stated that all residents should be represented fairly; she asked the Mayor to drop his lawsuit and consideration of running for a third term.

Srav Donthineni, an Arcadia resident, appeared and requested that no maps submitted by Mayor Sho Tay be selected as he has attempted to walk over democracy by requesting to run for a third term.

A motion to close the Public Hearing was made by Council Member Beck, seconded by Mayor Pro Tem Cheng, and seeing no objection, Mayor Tay declared the Public Hearing closed.

It was the consensus of the City Council to have the demographer update Maps 114 and 115 to ensure they meet legal requirements. After City Council discussion, a motion was made by Mayor Pro Tem Cheng and seconded by Council Member Verlato to bring back Maps 103, 114 (amended), 115 (amended), 116, and 118 for the next Public Hearing on March 15.

AYES: Cheng, Verlato, and Beck
NOES: Tay
ABSENT: None

- b. Resolution No. 7412 Historic Landmark No. HL 21-01 with a categorical exemption under the California Environmental Quality Act (“CEQA”) to landmark the Arcadia Woman’s Club at 324 South 1st Avenue.
Recommended Action: Adopt

Planning Services Manager Fiona Graham presented the PowerPoint presentation.

Mayor Tay opened the Public Hearing.

Marilyn Daleo, First Vice President of the Arcadia Woman’s Club, provided the history of the Arcadia Woman’s Club; and thanked the City Council for the consideration of the Arcadia Woman’s Clubhouse landmark application.

A motion to close the Public Hearing was made by Council Member Beck, seconded by Council Member Verlato, and seeing no objection, Mayor Tay declared the Public Hearing closed.

A motion was made by Council Member Verlato and seconded by Council Member Beck to adopt Resolution No. 7412 Historic Landmark No. HL 21-01 with a categorical exemption under the California Environmental Quality Act (“CEQA”) to landmark the Arcadia Woman’s Club at 324 South 1st Avenue including the findings.

AYES: Verlato, Beck, Cheng, and Tay
NOES: None
ABSENT: None

10. PUBLIC COMMENTS

Marilyn Wilander, an Arcadia resident, appeared and spoke about term limits and the laws of term limits and stated that there is no compelling reason for the current Mayor to run for a third term under the current laws.

Susan Guo, an Arcadia resident, appeared and stated that she is aware that the City is reviewing the City Charter; she recommended that the City consider reviewing the term limits as times have changed since the last Charter was adopted.

Angie Gren, an Arcadia resident, appeared and expressed her frustration with lack of transparency from the City Council and the suspicion of the intent in disclosing the residents with pertinent information.

Lynn Curry, an Arcadia resident, appeared and expressed that Mayor Tay should be termed out and not exceed the term limits based on the Election Code; she further stated that Mayor Tay should follow President Washington’s example of following term limits.

Srav Donthineni, an Arcadia resident, appeared and stated that Roger Chandler was a loyal public servant to the City of Arcadia; he expressed his concern that the current City Council does not follow democratic norms; and asked that the current term limits be respected and followed accordingly.

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

Council Member Beck made a plea for residents to stop the attacks on the City Council; he announced that today is the first day of Mardi Gras; he stated that he missed having the young residents come in and say the Pledge of Allegiance and thanked the Girl Scouts for coming in; he further thanked Joyce Platt and the Friends of the Library for raising money for the Museum.

Council Member Verlato expressed her gratitude for making the Woman's Club a Historic Landmark; she thanked the Friends of the Museum for their donations; she further expressed her gratitude for the Santa Anita Assembly Center; and further thanked the Orchestra Benefit Dinner Committee that she attended on Saturday night; she announced that she attended Little League Opening Day on Saturday; she congratulated her daughter for making the varsity softball team at Arcadia High School; and she further shared her heartache for the events taking place in Ukraine.

Mayor Pro Tem Cheng thanked Mayor Sho Tay for doing such a great job as being a leader; he further thanked Roger Nemrava for articulating his thoughts in an opinion piece; he spoke about the discussion that City Council had at the November 30, Goal Setting Meeting regarding filling the District 5 vacancy and commented on discussions that have ensued since.

City Clerk Glasco expressed his happiness for his return to an in-person City Council Meeting after his extended absence.

Mayor Tay shared a picture that he has in his office that depicts everyone has a different point of view and just because you think your view is the right one, it doesn't mean that the other view is wrong; he announced that he has not submitted any maps; he further announced that he started WeChat to answer questions and educate residents on information that they are not knowledgeable about in the City of Arcadia.

13. CITY MANAGER

- a. City of Arcadia Fire Hazard Reduction and Habitat Restoration Project.
Recommended Action: Receive and File

Fire Chief Spriggs presented the PowerPoint presentation.

A motion was made to receive and file the report.

AYES: Verlato, Beck., Cheng, and Tay
NOES: None
ABSENT: None

14. ADJOURNMENT

The City Council adjourned at 9:57 p.m. to Tuesday, March 15, 2022, at 6:00 p.m. in the City Council Conference Room.



Rachelle Arellano
Deputy City Clerk



STAFF REPORT

Office of the City Manager

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Dr. Jennifer Brutus, Senior Management Analyst

SUBJECT: RESOLUTION NO. 7404 AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE CITY MANAGER'S OFFICE BUDGET FOR THE CITY COUNCIL CHAMBERS CONFERENCE ROOM AUDIOVISUAL UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$19,000, OFFSET BY FUNDS RECEIVED FROM THE AMERICAN RESCUE PLAN ACT OF 2021

Recommendation: Adopt

SUMMARY

The COVID-19 pandemic has changed how City employees conduct meetings, interact with one another, our contractors, and the public. The evolution of virtual work and meetings has demonstrated that the City has a significant technology gap in the Council Chambers Conference Room ("Conference Room") that should be addressed. In order to fully-integrate and leverage the technology available to conduct virtual meetings, the Conference Room needs an audiovisual ("AV") system upgrade to allow for seamless presentation, meeting, and conference experiences. This project is not budgeted in the Fiscal Year 2021-22 Operating Budget, so it is recommended that the City Council adopt Resolution No. 7404 (Attachment "A") amending the Fiscal Year 2021-22 General Fund Budget authorizing a supplemental appropriation in the City Manager's Office Budget in an amount not to exceed \$19,000, which will be offset by funds received from the American Rescue Plan Act of 2021 (the "Act").

BACKGROUND

The Conference Room currently has a SMART Board (Model 8070i) that helps facilitate meetings with interactive flat panel features, which allows users to select, write, and erase on an LCD screen. While the Smart Board functions like a computer, the current model needs significant updates and displays presentation images poorly due to low resolution. There are also overhead speakers in the Conference Room for enhanced sound that are currently inoperable.

In addition, performance issues have occurred with the current external webcam, computer antenna connections, and conferencing software. The Information Technology Division (“IT”) inspected the cabling, wiring, and electrical system currently in place and determined that the Conference Room’s AV equipment needs an upgrade. Therefore, rather than just replacing the SMART Board, it is recommended to upgrade the entire AV system to better meet the City’s conference and meeting needs.

In November 2021, IT conducted an informal Request for Proposals for a new audiovisual control system to include a new display, enhanced sound system, and presentation, television, wireless connectivity, and web conferencing capabilities. Two proposals were received, from Western Audio Visual & Security and Studio Spectrum, Inc., respectively. A third proposal was solicited from Best Buy, but they declined to participate in the process. Although both proposals offer state-of-the-art equipment, they differ in component quality, product pricing, and labor rates.

DISCUSSION

Of the two businesses that provided proposals, Studio Spectrum’s proposal will cost the City \$16,503, whereas Western Audio Visual’s quoted \$25,119 (about 52% more). Both proposals include equipment, labor, sales tax, and shipping where applicable. Below is a summary of the quotes provided:

City Council Chambers Conference Room
Audiovisual Upgrade Project Cost Proposals

Vendor	Price
Studio Spectrum, Inc. <i>Burbank, CA</i>	
Equipment	\$ 9,245.70
Labor	6,000.00
Shipping & Waste Fees	310.00
Sales Tax	947.68
Grand Total	\$ 16,503.38
Western Audio Visual & Security <i>Orange, CA</i>	
Equipment	\$ 12,294.00
Labor	11,155.00
Shipping & Waste Fees	373.00
Sales Tax	1,297.34
Grand Total	\$ 25,119.34

The City’s IT Division reviewed both proposals for completeness, component quality, and overall scope of work, and has recommended that Studio Spectrum be awarded the bid. Studio Spectrum (the lowest responsible, responsive bidder) is offering the best priced

audiovisual solutions that are modern, functional, and reliable. Due to current global supply chain issues caused by the COVID-19 pandemic, an additional 15% budget contingency is requested to cover any equipment price increases or extra shipping costs that may occur. Therefore, the total project cost will not exceed \$19,000.

Also, as a result of COVID-19, the City has needed to utilize virtual conferencing technology for staff meetings and City Council meetings, and the Conference Room is the most heavily used facility for these needs. The proposed Logitech Rally conferencing system includes access to Zoom and Webex for videoconferencing, and a teleconferencing option, which will allow for a seamless transition to hybrid meetings. Studio Spectrum will change out the current SMART Board with an 86" LG Ultra-High-Definition television, which has four times the resolution of a standard 1080p HDTV.

In addition to the new AV system, the ports located in the wall and conference table will be replaced. The new cabling system will run underground, connecting the center conference table to the television. The new ports will contain HDMI outlets so that users can easily connect their laptops. Also, the network jack located underneath the current Smart Board will connect to the current speaker system.

The proposed AV System is also energy efficient and contains various Bluetooth features, which will provide easy accessibility for multiple users. Unlike the current SMART Board, the new system is equipped with computer mirroring, which allows users to project their computer screen wirelessly or through an HDMI port. Overall, the new AV system will provide greater functionality, ease of use, and better sound and video quality over the current equipment.

It should be noted that the City has a current Professional Services Agreement with Studio Spectrum for video production, broadcast, and web streaming services for City meetings, and the City has been doing business with the company since 2009. More recently, Studio Spectrum completed the City Council Chambers technology upgrade, which has been very reliable. Over the years, Studio Spectrum has adhered to all conditions and has proven to be a responsible service provider. The company has experience working with the City's current speaker system and is familiar with the current equipment.

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. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The contract with Studio Spectrum is within the City Manager's signing authority; however, this project is not budgeted for this Fiscal Year. Therefore, a supplemental

appropriation in an amount not to exceed \$19,000 is being requested to adequately fund the City Council Chambers Conference Room audiovisual upgrade project, which will be offset in its entirety by funds received from the American Rescue Plan Act of 2021. The Act specifically provided local municipalities with funds to recover from the economic impact of the COVID-19 pandemic, including new technology expenses brought on by the pandemic. As a result, the project will have no financial burden on the City's General Fund, which would normally support such acquisitions.

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. 7404 amending the Fiscal Year 2021-22 General Fund Budget authorizing a supplemental appropriation in the City Manager's Office Budget for the City Council Chambers Conference Room audiovisual upgrade project in an amount not to exceed \$19,000, offset by funds received from the American Rescue Plan Act of 2021.

Approved:



Dominic Lazzaretto
City Manager

Attachment "A": Resolution No. 7404

Attachment "B": Proposed Professional Services Agreement

Attachment "A"

RESOLUTION NO. 7404

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE CITY MANAGER'S OFFICE BUDGET FOR THE CITY COUNCIL CHAMBERS CONFERENCE ROOM AUDIOVISUAL UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$19,000, OFFSET BY FUNDS RECEIVED FROM THE AMERICAN RESCUE PLAN ACT OF 2021

WHEREAS, during Fiscal Year 2021-22, it was determined that the City Council Chambers Conference Room needs significant audiovisual upgrades, including replacing the current SMART Board with a new audiovisual system to include presentation, television, wireless connectivity, and web conferencing capabilities; and

WHEREAS, the audiovisual upgrade will allow for seamless presentation, meeting, and conference experiences as the City adapts to multiple meeting formats and protocols for both staff meetings and City Council meetings as a result of gathering restrictions brought on by the COVID-19 pandemic; and

WHEREAS, the total cost of the Audiovisual Upgrade Project with Studio Spectrum, Inc. will be \$16,503 and with an additional 15% budget contingency will not exceed \$19,000, which is not budgeted in the current Fiscal Year 2021-22 Operating Budget; and

WHEREAS, the City Manager's Office is in need of a supplemental appropriation in an amount not to exceed \$19,000, which will be offset in its entirety by funds received from the American Rescue Plan Act of 2021, which serves to help local municipalities recover from the impact of COVID-19, including new technology expenses.

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

SECTION 1. A sum in an amount not to exceed nineteen thousand dollars (\$19,000) is hereby appropriated in the City Manager's Office Budget, offset with an equal

reduction in the American Rescue Plan Act of 2021 account.

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

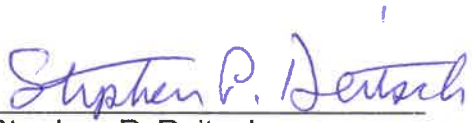
Passed, approved and adopted this 15th day of March, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

Attachment "B"

CITY OF ARCADIA PROFESSIONAL SERVICES AGREEMENT REGARDING CITY COUNCIL CHAMBERS CONFERENCE ROOM AUDIOVISUAL UPGRADE PROJECT

This Agreement is made and entered into this ____ day of _____, 2022, by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and Studio Spectrum, Inc. a California S-Corporation with its principal place of business at 1056 North Lake Street, Burbank, California, 91502 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: City Council Chambers Conference Room Upgrade Project (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Nineteen Thousand Dollars (\$19,000)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **thirty (30) days**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

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

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

b. Automobile Liability

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

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

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

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

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

13. California Labor Code Requirements.

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

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

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

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

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

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

18. Organization

Consultant shall assign John Buckowski, Vice President, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91066

Attn: Michael Bruckner, Deputy City Manager

CONSULTANT:

Studio Spectrum, Inc.

1056 North Lake Street

Burbank, CA 91502

John Buckowski, Vice President

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND STUDIO SPECTRUM, INC. FOR THE CITY COUNCIL CHAMBERS
CONERENCE ROOM AUDIOVISUAL UPGRADE PROJECT**

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

CITY OF ARCADIA

STUDIO SPECTRUM, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Stephen P. Deitsch
City Attorney

Its: _____

Printed Name

EXHIBIT "A"

Scope of Services

Provide the City of Arcadia with installation services and equipment for the City Council Chambers Conference Room Audiovisual Upgrade Project, according to the following specifications:

Equipment:

- (1) LG 86" 4K UHD Display (control via manufacturer's remote control)
- (1) Chief XTM1U Tilting Wall Mount for XL Displays
- (1) Extron MPA152 PLUS Amplifier
- (1) Logitech Rally Conferencing System (includes PTZ camera, one microphone, Rally AV I/O device hubs)
- (2) Logitech Rally Additional Expansion Microphones
- (1) HDMI Input Plate (for HDMI2 connection for each Vizio Left/Right TVs)
- (1) Extron Cable Cubby (for tabletop HDMI inputs, AC power)
- (1) Barco Clickshare CSE-200 Wireless Presentation System
- (1) AV Installation Cables, Mounting Accessories, Miscellaneous Parts & Fittings

Labor:

The Scope of Work for his project includes replacement of the existing Smartboard display with an 86" non-touch UHD display. Input cabling will be run to a single HDMI input place below the TV and also to new HDMI input connections at the tabletop. A wireless display system from Barco shall be provided to allow for wireless connection from laptops and mobile devices to the display, if desired.

A Logitech Rally conferencing system shall be installed for easy integration of the OFE PC, cameras, and microphones, for Zoom meetings or other web-based conferencing software. TV control and input connections shall be accomplished by the existing television remote controls.

Rate: 3-person crew labor billed as 16 hrs. @ \$375/hr.

(According to Public Works Services Department prevailing wage rates of \$125 per man hour)

TOTAL PROJECT COST NOT TO EXCEED:

\$ 19,000.00

EXHIBIT "B"

Schedule of Charges/Payments

Consultant will invoice City upon project completion and itemize all costs for equipment and labor. This is a time-and-materials contract.



STAFF REPORT

Recreation and Community Services Department

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Sara Somogyi, Director of Recreation and Community Services
By: Ashley Marston, Management Aide

SUBJECT: RESOLUTION 7414 APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUNDS FOR NEWCASTLE PARK RENOVATION PROJECT
Recommendation: Adopt

SUMMARY

The National Park Service's Land and Water Conservation Fund is a competitive grant program that provides matching funds to States and local governments for the acquisition and development of public outdoor recreation areas. To qualify for this grant funding opportunity, the City Council must certify, by resolution, the approval of an application.

To better fund the scheduled renovation of Newcastle Park and to put the location under federal protection to preserve the public's outdoor recreational use of the site in perpetuity, it is recommended that the City Council adopt Resolution No. 7414 approving the application for Land and Water Conservation Fund Newcastle Park Improvement Project.

BACKGROUND

The City of Arcadia's goals and policies for park acquisition, park development, and recreation program policies are addressed in the 2010 City of Arcadia General Plan. On August 1, 2017, the City Council approved the 2017 Recreation and Parks Master Plan, which is a guiding policy document that provides recommendations for prioritizing future growth, development, and implementation strategies related to parks and recreation services.

The 2017 Recreation and Parks Master Plan identified over \$60 million in potential improvements to parks throughout the City. This included \$51.5 million proposed project costs on City property and an additional \$9 million for projects at the Los Angeles County Arcadia Park. The key sources of proposed funding for these projects included County,

State, and Federal grants, the City's Parks Development and Capital Improvement Funds. One high priority project in the Plan was the renovation of Newcastle Park.

DISCUSSION

The National Park Service oversees the federal Land and Water Conservation Fund ("LWCF") and is administered locally through the California Department of Parks and Recreation. LWCF grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. This grant funding opportunity is a competitive grant and requires successful grant awards to fund 100% up-front costs for project improvements. The LWCF provides 50% matching funds to local cities and counties to acquire, develop, operate, and maintain park and recreation areas and facilities that provide or support public outdoor recreation. Additionally, the LWCF requires that properties awarded grant funding be committed to outdoor park and open space use in perpetuity.

The Recreation and Community Services Department carefully reviewed the application requirements and identified the Newcastle Park Improvement Project as best meeting the grant criteria for consideration of funding while also keeping in line with the City's park development goals. The Newcastle Park Improvement Project aims to beautify the park with new landscaping, as well as provide new recreation opportunities for park users by adding new children's play equipment and pickleball courts (Exhibit "A"). The scope of work includes installation of all new park benches, barbeque and picnic amenities, shade structures, walkway lighting, playground equipment, exercise equipment, and pickleball courts.

The grant requires a 1:1 match up to half of the total project cost. Additionally, the City Council must certify by resolution the approval of the submittal of an application and the availability of eligible matching funds prior to submission of the application to the California Department of Parks and Recreation. Applications were due in February to the California Department of Parks and Recreation and the state will ultimately recommend proposed projects to the National Park Service. Awarded projects are expected to be announced by mid-year 2022.

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 the grant application will have no impact on the environment. As such, this matter is exempt under CEQA. Further environmental review will be considered as part of the overall construction project for the renovation of Newcastle Park.

FISCAL IMPACT

The proposed Newcastle Park Improvement Project will be included in next year's Capital Improvement Program budget. The total project cost is \$4,536,341.08 and the grant, if approved, would reimburse the City up to half of the total project costs, or \$2,268,170.54. There is sufficient funding in the Park Development Fund to complete the proposed project; however, by receiving this grant, up to \$2.27 million will be available to pursue other program goals in the Recreation and Parks Master Plan.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act ("CEQA"); adopt Resolution No. 7414 approving the application for Land and Water Conservation Funds for Newcastle Park Renovation Project.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Exhibit "A" – Newcastle Park Plans
Exhibit "B" – Resolution No. 7414

Exhibit "A"

Newcastle Park (Existing)



Newcastle Park (Proposed)



Exhibit "B"

RESOLUTION NO. 7414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUNDS FOR NEWCASTLE PARK RENOVATION PROJECT

WHEREAS, the United States Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the City Council is required to certify by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State.

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

SECTION 1. The City Council approves the filing of an application for Land and Water Conservation Fund assistance for the proposed Newcastle Park Renovation Project ("Project".)

SECTION 2. The City of Arcadia agrees to abide by section 6(f)(3) of Public Law 88-578 which states, "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such

conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

SECTION 3. The City Council certifies that the City has matching funds from eligible source(s) and can finance 100 percent of the Project, of which up to half may be reimbursed.

SECTION 4. The City Council appoints the Director of Recreation and Community Services Department as agent of the applicant to conduct all negotiations and execute and submit all documents including, but not limited to, applications, contracts, amendments, and payment requests, and to insure compliance with all applicable current State and federal laws which may be necessary for the completion of the Project.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 15th day of March, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch

Stephen P. Deitsch
City Attorney



STAFF REPORT

Library and Museum Services Department

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services
Prepared by: Roger Hiles, Library Services Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH FE TECHNOLOGIES FOR A LIBRARY RADIO FREQUENCY IDENTIFICATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$105,000
Recommendation: Approve

SUMMARY

It is recommended that the City Council authorize the City Manager to enter into an agreement with FE Technologies to provide and install Radio Frequency Identification System (“RFID”) – based hardware, software, and self-service systems in the Arcadia Public Library, integrate such systems with the Library’s existing integrated library system and payment services infrastructure, and provide training and support for conversion of collection inventory control and anti-theft security to RFID in an amount not to exceed \$105,000.

BACKGROUND

The Arcadia Public Library currently uses equipment utilizing electromagnetic technology for anti-theft security and optical barcodes for inventory control along with its integrated library system. Each item must be checked-in and out individually, and the security device on each item must be sensitized or de-sensitized one at a time as a separate action. The equipment was purchased in the 1990s and much of the equipment is no longer being manufactured. Several of the older devices require more maintenance as they age, and should they break, they represent single points-of-failure for some library operations.

Newer inventory control and security systems use RFID technology and permit items to be checked in and out in batches, with the security being handled automatically with the same action. RFID-based systems can enhance levels of customer service, increase staff efficiency, reduce risks of repetitive motion injuries, and reduce material losses. Self-service check-out stations using RFID are easier and more convenient for library patrons to use as well, and will improve the customer experience.

The proposed system would replace the Library’s three current self-service stations, and add two additional stations so that patron self-service can be enhanced. Additional equipment would be added to staff workstations to make them RFID-enabled, the old building security gate would be replaced by a new RFID-enabled gate, and during the conversion process, an RFID tag would be added to every item in the Library’s collection and programmed with the identifying number used for that item in the Library’s integrated library system.

DISCUSSION

A Request for Proposal was published on December 28, 2021, which was also advertised in the Arcadia Weekly. After a four-week submission period, proposals were received from Bibliotheca, LLC, FE Technologies, and mk Solutions, Inc. A committee comprised of five Library staff members and two members from other departments convened to review and rate the proposals using a 100-point evaluation system. The proposals were evaluated according to completeness of technical features, related experience, customer references, and costs. Figure 1 is a summary of the average scores and final rank.

Figure 1 – Average Scores for Library RFID System

Company Name and Headquarters Location	COMPLETENESS OF RESPONSES TO TECHNICAL QUESTIONNAIRE (50 POINTS)	RELATED EXPERIENCE OF FIRM (20 POINTS)	CUSTOMER REFERENCES (15 POINTS)	COST PROPOSAL (15 POINTS)	GRAND TOTAL (100 POINTS)
(1) FE Technologies Southlake, TX	45.14	17	13.14	15	90.29
(2) mk Solutions Inc. York, PA	42.86	15	11.86	10	79.71
(3) Bibliotheca, LLC Norcross, GA	39	16	7.57	5	67.57

FE Technologies was ranked highest in all of the established criteria. Specifically, FE Technologies received the highest ranking for the completeness of their technical responses and the ability of its system to work with the Library’s integrated library system, positive customer service reports from their references about both installation and maintenance support, and for the lowest cost of proposal, at \$95,317. By comparison, MK Solutions bid \$99,902 and Bibliotheca bid \$109,973. Based on the committee’s rankings, it is recommended that FE Technologies be awarded the Agreement.

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. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The base bid for the project is \$95,317. In addition, a 10% contingency is requested for the project, which results in a “not to exceed” amount of \$105,000. Sufficient funds for this project have been budgeted in the City’s FY 2021-22 Operating Budget.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and authorize and direct the City Manager to execute, a Professional Services Agreement with FE Technologies for a Library Radio Frequency Identification System in an amount not to exceed \$105,000.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement with FE Technologies

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
LIBRARY RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM WITH FE
TECHNOLOGIES**

This Agreement is made and entered into as of March _____, 2022 by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 (“City”), and Invengo American Corp dba FE Technologies, a Texas Corporation with its principal place of business at 536 Silicon Dr., Suite 100, Southlake, TX 76092 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

Library Radio Frequency Identification (RFID) System (hereinafter referred to as “the Project”).

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Services.**

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

2. **Compensation.**

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **ninety-five thousand three-hundred seventeen (\$95,317) dollars.**

3. **Additional Work.**

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

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

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

b. Automobile Liability

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

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

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

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

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

13. California Labor Code Requirements.

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

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

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

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

14. Verification of Employment Eligibility.

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

15. [INTENTIONALLY OMITTED]

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Darlene Bradley, Director of Library
& Museum Services

CONSULTANT:

FE Technologies
536 Silicon Dr., Suite 100
Southlake, TX 76092
Attn: Scotty Gage, VP of Sales – North
America

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. [INTENTIONALLY OMITTED]

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND INVENGO AMERICAN CORP DBA FE TECHNOLOGIES**

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

CITY OF ARCADIA

FE TECHNOLOGIES

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Stephen P. Deitsch
City Attorney

Its: _____

Printed Name

CONCUR:

Darlene Bradley, Director of Library and
Museum Services

EXHIBIT "A"

Scope of Services

SCOPE OF WORK

FE Technologies will supply, install, integrate, and support the following system components:

- One (1) dual aisle RFID security gate
- Thirteen (13) RFID pads for staff workstations
- Five (5) standalone self-check-in/checkout stations with integrated fine and fee payment capability by credit/debit card.
- One (1) mobile scanning wand for inventory, stock management, shelf-reading, and locating material
- 200,000 RFID tags for print materials, and 15,000 tags for CDs & DVDs
- Three (3) mobile RFID tagging stations for use during conversion (on 3-month leases)
- Provide support and maintenance for one year.
- Provide Library Live Software license for one year.
- Provide two sessions of onsite training.

EXHIBIT "B"

Schedule of Charges/Payments

The cost of products and services ordered by the City as well as total compensation paid to Consultant shall not exceed ninety-five thousand three-hundred seventeen dollars (\$95,317) without written approval of the City Manager.

Extra Work may be authorized, as described, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

The payment schedule shall be as follows:

Tags & Conversion Stations Delivered and First Payment (25%)	March 29, 2022
Project Goes Live and Second Payment (25%)	May 31, 2022
Project Completion and Final Payment (50%)	June 20, 2022

EXHIBIT "C"

Activity Schedule

PROJECT TIMELINE	DATES
PROJECT START DATE	March 21, 2022
TAGS & CONVERSION STATIONS DELIVERED AND FIRST PAYMENT (25%)	March 29, 2022
TRAINING: TAGGING EXISTING AND NEW MATERIALS	March 30 – April 1, 2022
TAGGING PROCESS	April 1 – May 30, 2022
TRAINING: SELF-CHECK AND STAFF CHECK-OUT/IN PROCESS:	May 23 - 25, 2022
TRAINING: COLLECTION OF FINES/FEES	May 26 – 27, 2022
INSTALLATION OF PADS, SELF-CHECKS & SECURITY GATES	May 25 - 30, 2022
PROJECT GOES LIVE AND SECOND PAYMENT (25%)	May 31, 2022
PROJECT EVALUATION	June 1 – June 15, 2022
PROJECT COMPLETION AND FINAL PAYMENT (50%)	June 20, 2022

DRAFT



STAFF REPORT

Development Services Department

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Philip A. Wray, Deputy Director of Development Services/City Engineer
By: Kevin Merrill, Principal Civil Engineer

SUBJECT: CONTRACT WITH CALIFORNIA PROFESSIONAL ENGINEERING, INC. FOR SANTA ANITA AVENUE CORRIDOR PHASE 2 TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTIONS OF SANTA ANITA AVENUE AND COLORADO BOULEVARD, SANTA CLARA STREET, DIAMOND STREET, WISTARIA AVENUE AND VIRGINIA DRIVE IN THE AMOUNT OF \$1,026,511, PLUS A 10% CONTINGENCY.
Recommendation: Approve

SUMMARY

This project proposes traffic signal improvements at five intersections on Santa Anita Avenue: at Colorado Boulevard, Santa Clara Street, Diamond Street, Wistaria Avenue and Virginia Drive. These intersections were studied over the past few years for necessary upgrades and improvements. The recommendations were originally included in the Santa Anita Avenue Corridor Traffic Signal Improvements Project, budgeted in the Fiscal Year 2016/17 Capital Improvement Program (“CIP”). Due to limited funding, these five intersections were removed from that project and re-budgeted as a separate project. The Santa Anita Avenue Corridor Phase 2 Traffic Signal Improvement Project, which encompasses the five intersections, was included in the Fiscal year 2020/21 CIP.

It is recommended that the City Council approve, authorize and direct the City Manager to execute a contract with California Professional Engineering, Inc., for the Santa Anita Avenue Corridor Phase 2 Traffic Signal improvements at the intersections of Santa Anita Ave and Colorado Blvd, Santa Clara Street, Diamond Street, Wistaria Ave and Virginia Drive in the amount of \$1,026,511, plus a 10% contingency.

BACKGROUND

In 2017, the City hired Kimley Horn & Associates, a traffic engineering firm with expertise in traffic signals and ITS improvements, to provide design services for the Santa Anita Avenue Corridor Traffic Signal Improvement Project. The scope of work included two new traffic signals at Alta Street and Le Roy Avenue as well as traffic signal upgrades at several other intersections on Santa Anita Avenue to bring them up to current City

Santa Anita Corridor Phase 2 Traffic Signal Improvements

March 15, 2022

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standards. Upon design completion, it was discovered that the budget was not sufficient to cover all the work, thus the project proceeded with only the two new traffic signals. That work was completed in 2020.

A second project, entitled Santa Anita Avenue Corridor Phase 2 Traffic Signal Improvements was proposed in the fiscal year 2020-21 CIP to include all work left out of the initial project. In 2021, the Development Services Department Engineering Division revised the Kimley Horn & Associates design of the five subject traffic signals to bring them up to the City's latest traffic signal standards and add new elements, such as Flashing Yellow Arrows (FYA) and Fiber Optics extensions.

The project includes new traffic signal equipment at every location along with the following specific signal related improvements:

Santa Anita Avenue & Virginia Drive

- Protected left turn green arrow along with a FYA permissive phase for the southbound to eastbound direction

Santa Anita Avenue & Colorado Boulevard

- FYA permissive left turns for the east and west directions
- Fiber optics cable extensions east to First Avenue and west to Colorado Place

Santa Anita Avenue & Santa Clara Street

- FYA permissive left turns for the north and south directions
- Green arrow right turn phase for northbound to eastbound direction

Santa Anita Avenue & Diamond Street

- All new poles

Santa Anita Avenue & Wisteria Avenue

- Equipment only

The plans and specifications were completed in January, 2022, and the project was advertised for bids. The Engineer's Estimate for the construction was \$900,000, including a 10% contingency.

DISCUSSION

The bid opening was held on February 17, 2022. Eight (8) bids were received for the project as follows:

NAME	AMOUNT
California Professional Engineering Inc.	\$1,026,511
Comet Electric	\$1,135,468
Dynalectric	\$1,195,219
Belco Elecnor	\$1,217,100
Crosstown Electrical & Data, Inc.	\$1,296,158
Ferreira	\$1,445,056
DBX, Inc.	\$1,510,654
Alfaro Communication Construction Inc.	\$1,550,773

The bids are very close (less than 10% difference), and there are no apparent irregularities, which shows that the bidders have a clear understanding of the project, and the bids are a consistent reflection of the bidding environment. The low bid is greater than the Engineer’s Estimate by approximately \$126,511. This is likely due to changes in the traffic signal industry, and recent increases in costs and manufacturing delays attributed to COVID-19, leading to an increase in bids over the last few years. In discussions with some of the bidders and with contacts in other cities, traffic signal work is in great demand and associated contractors are extremely busy, so prices are rapidly rising. In addition, the engineer’s estimated unit costs are at least 12 months old, but no new information was available at the time of design completion.

The low bidder, California Professional Engineers, Inc. (“CPE”), has the required license, and is fully qualified to perform the work. CPE has previously completed several projects for the City, most recently the new traffic signals at Santa Anita Avenue & Alta Street and Santa Anita Avenue & Le Roy Avenue. Their previous work was completed in a timely manner, given delays caused by SCE, with minimal change orders and satisfactory results.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

This project was budgeted in the Fiscal Year 2020-21 Capital Improvement Program at \$800,000 with funding from the Transportation Impact Fee Fund. The low bid for the project is \$1,026,511, and with a 10% contingency of \$102,651, the total funding necessary is \$1,129,162. To date, approximately \$10,000 has been spent on engineering design revisions and staff time, leaving a balance of \$790,000. Additional funding is

Santa Anita Corridor Phase 2 Traffic Signal Improvements

March 15, 2022

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provided from the Colorado Street/Blvd - Complete Streets and Traffic Signal Fiber Optics Network Extensions projects. The reason for combining the work is to get the best overall price for common items, and the added work is either in or directly adjacent to the Santa Anita Avenue Corridor. The funding breakdown for the overall project is as follows:

PROJECT	BUDGET	FY	FUND
Santa Anita Avenue Corridor Traffic Signal Improvements	\$790,000	2020-21	Transportation Impact
Colorado Street & Blvd - Complete Streets (portion of \$500,000)	\$210,000	2019-20	Transportation Impact
Traffic Signal Fiber Optics Network Extensions (portion of \$300,000)	\$130,000	2020-21	Transportation Impact
Total Funds Available	\$1,130,000		

With the transfer of funding listed above, which is all from the Transportation Impact Fee Fund, there are sufficient funds budgeted to cover this project.

RECOMMENDATION

It is recommended that the City Council approve, and authorize and direct the City Manager to execute a contract with California Professional Engineering, Inc., for the Santa Anita Avenue Corridor Phase 2 Traffic Signal improvements at the intersections of Santa Anita Ave and Colorado Blvd, Santa Clara Street, Diamond Street, Wistaria Ave and Virginia Drive in the amount of \$1,026,511, plus a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Contract

CONTRACT

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

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

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

HUNTINGTON DRIVE SIDEWALK REHABILITATION IMPROVEMENTS

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

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 30 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

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

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

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

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

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

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

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

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

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

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

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

CITY OF ARCADIA

CALIFORNIA PROFESSIONAL ENGINEERING, INC

By: _____
Dominic Lazzaretto
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above



STAFF REPORT

Public Works Services Department

DATE: March 15, 2022

TO: Honorable Mayor and City Council

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

SUBJECT: EXTENSION TO THE CONTRACT WITH SUPERIOR PAVEMENT MARKINGS, INC. FOR STREET STRIPING AND PAVEMENT MARKING SERVICES IN THE AMOUNT OF \$135,696.60
Recommendation: Approve

SUMMARY

On January 19, 2021, the City Council approved a contract with the option of three one-year extensions, with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$125,645. Superior Pavement Markings, Inc. has reached the end of their first contract term and has submitted a written offer to extend the contract for an additional year. The offer reflects an 8%, or \$10,051.60, cost increase to offset an increase in the consumer price index of goods related to their operations. This will be Superior Pavement Markings, Inc.'s first contract extension. All other terms and conditions will remain in effect.

Based on the excellent services provided by Superior Pavement Markings, Inc., it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with Superior Pavement Markings, Inc. for Street striping and pavement marking services in the amount of \$135,696.60.

BACKGROUND

The existing Street Striping and Pavement Marking Program includes annual striping on all major arterial streets. Collector streets are re-done once every two years and commercial and residential streets are striped once every three years. All pavement markings around schools are re-done annually in July before school begins. Miscellaneous striping service requests and requests from the Traffic Advisory Committee are handled on an as-needed basis.

DISCUSSION

On January 19, 2021, the City Council approved a contract, with the option of three one-year extensions, with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$125,645. Superior Pavement Markings, Inc. has reached the end of their first contract term and has submitted a written offer to extend the contract for an additional year. The offer reflects an 8%, or \$10,051.60, cost increase to offset an increase in the consumer price index of goods related to their operations. The rate increase is based on the calendar year 2021 Consumer Price Index (“CPI”) increase of 6.6% among all goods and services in the Los Angeles Area. The items measured by the CPI that directly affect the operations of Superior Pavement Markings, Inc. along with their specific CPI increases are identified below:

Item	CPI Increase – Calendar Year 2021
Fuels and utilities (facilities)	14.2%
Motor Fuel	46.4%
New and used vehicle purchases	13.7%
Motor vehicle insurance	7.2%

Although the direct operational expenses incurred by Superior Pavement Markings, Inc. have surpassed the CPI annual average among all sectors, Superior Pavement Markings, Inc has only requested an 8% contract increase to limit the fiscal impact and maintain a positive relationship with the City. Superior Pavement Markings, Inc has provided quality service to the City of Arcadia for the past year. Attached is the proposed contract amendment with Superior Pavement Markings, Inc., for reference.

ENVIRONMENTAL IMPACT

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. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

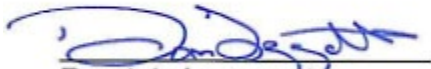
The total contract cost will be set at a not-to-exceed amount of \$135,696.60, and sufficient funding is budgeted in the Fiscal Year 2021-22 Operating Budget. All work performed is on a time and materials basis and the contractor is only paid for work performed.

RECOMMENDATION

It is recommended that the City Council determine that this contract is exempt under the California Environmental Quality Act (“CEQA”); and authorize and direct the City Manager to execute a one-year extension to the contract with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$135,696.60.

Extend Street Striping and Pavement Marking Contract
March 15, 2022
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 1 to the Contract



AMENDMENT NO. 1 TO THE STREET STRIPING AND PAVEMENT MARKING SERVICES CONTRACT BY AND BETWEEN THE CITY OF ARCADIA AND SUPERIOR PAVEMENT MARKINGS, INC.

This Amendment No. 1 (“Amendment No. 1”) is hereby entered into this _____ day of _____, 2022 by and between the City of Arcadia, a municipal corporation of the State of California, and Superior Pavement Markings, Inc., a California Corporation, with respect to that certain Contract between the parties dated March 30, 2021 (“Agreement”).

The Parties agree as follows:

1. Section B of the Contract Term is hereby extended to include the period from March 30, 2022 to and including March 30, 2022. (“Extended Term”).
2. Section C of the Contract, during the Extended Term Contract Price shall not exceed One Hundred Thirty-Five Thousand, Six Hundred Ninety-Six Dollars and Sixty Cents (\$135,696.60).
3. All terms and provisions of the Contract not amended by this Amendment No. 1 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 1 on the date set forth below.

CITY OF ARCADIA

SUPERIOR PAVEMENT MARKINGS, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:

City Clerk

By: _____
Title: _____
Dated: _____

APPROVED AS TO FORM

CONCUR:

Stephen P. Deitsch
City Attorney

Paul Cranmer
Public Works Services Director



STAFF REPORT

Public Works Services Department

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Eddie Chan, P.E., Principal Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY ONYX PAVING COMPANY, INC. FOR THE FISCAL YEAR 2020-21 PAVEMENT REHABILITATION PROJECT AS COMPLETE
Recommendation: Approve

SUMMARY

On August 3, 2021, the City Council approved a contract with Onyx Paving Company, Inc. in the amount of \$765,000, with a 10% contingency for the Fiscal Year 2020-21 Pavement Rehabilitation 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 \$772,779.61. This amount reflects the original contract amount of \$765,000, plus quantity changes totaling \$7,779.61, or 1% more than the original contract amount.

It is recommended that the City Council accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2020-21 Pavement Rehabilitation Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$38,638.98.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for the maintenance and repair of approximately 147 miles of paved streets within the City. As part of the City's Pavement Management Program, the conditions of all City streets were inspected and rated on a scale of 0-100, with scores below 40 generally being considered a street that has failed. Scores between 40 and 60 are poor/fair in nature. This rating is called the Pavement Condition Index ("PCI") and is used to help determine which streets require asphalt pavement rehabilitation.

According to the Citywide Pavement Management Program, the following street segments were included in this year's project:

- Arbolada Drive from San Carlos Road to Rancho Road – PCI of 53
- Camino Real Avenue from Sixth Avenue to Eighth Avenue – PCI of 46
- Lemon Avenue from West City Limits to Baldwin Avenue – PCI of 48
- Lemon Avenue from Holly Avenue to El Monte Avenue – PCI of 55
- Wilson Avenue from Grand View Avenue to Virginia Drive – PCI of 43

It should be noted that PCIs alone do not determine which streets should be rehabilitated; for instance, the City also takes into consideration the streets that have high traffic volume. Furthermore, it is more cost efficient to repave streets prior to their PCIs lowering to very poor condition. Once a street falls into the lower scoring ranges, grind and overlay would not be sufficient, and a more extensive rehabilitation such as a full depth reconstruction would be needed.

DISCUSSION

On August 3, 2021, the City Council approved a contract with Onyx Paving Company, Inc. for the Fiscal Year 2020-21 Pavement Rehabilitation Project. The work performed included repairing localized potholes and failed pavement, grinding the edges of the pavement adjacent to the gutters to transition the new pavement to the existing gutter, replacing broken curb and gutter as necessary, and installing new ADA-compliant curb ramps at the intersections. The new pavement surface utilized recycled rubber in the pavement mix to help reduce future cracking and to add strength to the asphalt pavement. The rubber in the pavement mixture also reduces road noise. Following the repairs, the condition of all relevant street sections was raised to a PCI of 100.

During construction Macadam base material was discovered on Arbolada Drive, Camino Real Avenue, and Wilson Avenue. Macadam material cannot be recycled at a normal site and had to be transported to a special dumpsite. Additional asphalt material was also needed due to the required removal. Furthermore, various PCC concrete quantities of items of work were deducted or added to the project based on actual requirements in the field.

Below is a full list of change orders that show the deductions or additions to the Project.

CCO	Description	Amount
1.	Deleted (15,867 SF) – Furnish and Construct 2-inch thick Cold Mill Grind	(\$4,284.09)
2.	Additional (794 SF) – Furnish and Construct 4-inch thick Cold Mill Grind	\$547.86
3.	Additional (81 TONS) – Furnish and Construct 2-inch thick ARHM Overlay	\$7,283.79
4.	Additional (64 TONS) – Furnish and Construct 2-inch thick HMA Overlay	\$5,530.46
5.	Additional (964 SF) - Remove and Replace PCC Sidewalk	\$9,640.00

Accept 2020-21 Pavement Rehabilitation Project

March 15, 2022

Page 3 of 3

6.	Deleted (19 LF) - Remove and Replace PCC Curb and Gutter	(\$836.00)
7.	Additional (52 LF) - Remove and Replace PCC Curb Only	\$2,236.00
8.	Deleted (100 SF) - Remove and Replace PCC Cross Gutter/Spandrel	(\$1,500.00)
9.	Deleted (588 SF) – Remove and Replace PCC Driveway Approach	(\$7,638.41)
10.	Deleted (2 EA) – Adjust to Grade Sewer Manhole Frame and Cover	(\$1,300.00)
11.	Deleted (200 SF) Remove and Replace 4-inch thick Asphalt Concrete (AC) Deep Patch	(\$1,900.00)
	Total	\$7,779.61

The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. Onyx Paving Company, Inc. completed the work as defined in the project plans and specifications in an efficient and timely manner.

FISCAL IMPACT

Funds in the amount of \$1,100,000 were budgeted in the Fiscal Year 2020-21 CIP for the Pavement Rehabilitation Project. The total cost of the Pavement Rehabilitation Project is \$772,779.61. This amount reflects the original contract amount of \$765,000 plus quantity changes totaling \$7,779.61, or 1% more than the original contract amount.

RECOMMENDATION

It is recommended that the City Council accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2020-21 Pavement Rehabilitation Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$38,638.98.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Recreation and Community Services Department

DATE: March 15, 2022

TO: Honorable Mayor and City Council

FROM: Sara Somogyi, Director of Recreation and Community Services
By: Ashley Marston, Management Aide

SUBJECT: REPORT, DISCUSSION, AND DIRECTION REGARDING THE HOMELESSNESS FIVE-POINT PLAN
Recommendation: Provide Direction

SUMMARY

In response to the growing homeless crisis in Arcadia, on September 21, 2021, the City Council directed staff to pursue five actions related to homelessness and to provide a report within six months on key components, including: identifying and servicing Arcadia's at-risk population, conducting a Homeless Census, investigating alternative service providers, and reporting on the outcomes and experiences for tiny and other transitional shelters. This staff report responds to that request.

Based on the information presented, it is recommended that the City Council provide direction regarding future programs and funding sources for combating homelessness in Arcadia.

BACKGROUND

Los Angeles County has experienced a rise in homelessness over the last few years and Arcadia is no exception. The 2020 Greater Los Angeles Point-in-Time Homeless Count ("PIT Count") identified 106 individuals experiencing homelessness in Arcadia. This was a 38% increase from 2019, in which there were 77 individuals experiencing homelessness. There was no PIT Count in 2021 and the 2022 PIT Count was conducted at the end of February. Official results for the latest PIT Count should be received by Summer 2022.

To address the homeless crisis, Arcadia has applied for and been awarded multiple grants; implemented service programs such as housing navigation, the Prevention and Diversion Program, and the Homeless Resource Hub; informed the community at various public forums and town hall meetings; implemented the anti-camping ordinance; and explored alternative solutions to reduce homelessness, such as tiny shelters.

On September 21, 2021, the City Council directed staff to conduct the following actions related to homelessness to learn more about the subject area and to make more informed decisions:

1. Identify those that are at-risk of becoming homeless and focus on preventing them from becoming homeless.
2. Implement the anti-camping ordinance and report back on enforcement efforts within 90 days. (Completed on February 15, 2022)
3. Within six months, conduct a true census of the homeless in Arcadia and provide a report to the City Council.
4. Within six months, investigate and report on options about working with different organizations other than Los Angeles Homeless Services Authority (“LAHSA”) to advance homeless efforts.
5. Within six months, provide a report to City Council about the outcomes experienced in other cities that have implemented tiny shelters and other transitional shelters.

Points 1, 3, 4, and 5 were assigned to the Recreation and Community Services Department (“RCSD”) and are the subject of this report, while Point 2 was assigned to the Police Department.

DISCUSSION

The remainder of this report is divided into sections based on the City Council’s direction.

1. Identify Those That Are At-Risk Of Becoming Homeless And Focus On Preventing Them From Becoming Homeless.

Although the causes of homelessness are many, economic hardship is one of the leading causes of homelessness. According to the 2020 PIT Count, 59% of newly homeless individuals cited economic hardship as the cause of falling into homelessness. Homelessness and poverty are inextricably linked and those who live in poverty are at a greater risk of becoming homeless. According to the U.S. Census Bureau’s 2019 American Community Survey, 5,677 individuals in Arcadia live below the poverty line, reflecting 9.8% of all Arcadians. This population represents a large portion of Arcadia’s at-risk population.

To proactively keep Arcadia’s at-risk population housed and reduce chronic homelessness, the City developed and implemented a Homeless Prevention and Diversion Program, also known as the Financial Assistance Program. On October 20, 2020, the City Council approved and accepted a multi-jurisdictional grant between the

Cities of Arcadia and La Cañada-Flintridge from the San Gabriel Valley Council of Governments (“SGVCOG”) from Measure H funds in the amount of \$30,000. In addition to the joint funds, SGVCOG allocated \$13,500 for Arcadia’s use only. The Cities partnered with Union Station Homeless Services (“USHS”) to initiate and facilitate problem-solving conversations with clients to identify actions needed to either ensure they remain housed or move quickly into housing. In November 2021, after a year of successful implementation of the program, RCSD staff applied for and received \$12,000 of grant funds from SGVCOG exclusively for use in Arcadia.

Arcadia advertised the Prevention and Diversion program in several ways, including through press releases, the City’s website, social media, and flyers. Since its establishment, the Prevention and Diversion Program has helped 18 at-risk Arcadians and has allocated over \$37,292, an average of approximately \$2,071 per person. The program has provided case management, paid for essential bills and services, and distributed rental assistance to keep Arcadians sheltered and off the streets.

As of February 22, 2022, the Prevention and Diversion Program has \$13,500 worth of funding available. The program will continue to assist Arcadians at-risk of becoming homeless or more chronically homeless, so long as funding can be maintained. One source of future funding is the American Rescue Plan Act (“ARPA”). ARPA has provided \$8.8 million to the City of Arcadia to address the economic fallout from the COVID-19 pandemic. A portion of these funds, \$250,000, has been earmarked for the Prevention and Diversion Program. This amount divides to approximately \$62,000 per year, over the next four years. All ARPA funds must be spent by 2026. This level of funding is approximately four times the current annual funding levels provided by Measure H funds.

Currently, the Prevention and Diversion Program is administered through Union Station Homeless Services. It is recommended that the City continue to use Union Station Homeless Services for the administration of the program to best assist individuals and connect them to necessary resources.

3. Conduct A True Census Of The Homeless In Arcadia.

From November to December 2021, the City conducted a comprehensive census of individuals experiencing homelessness in Arcadia to determine a baseline population number, key demographics, and vital information to better inform future decisions on homelessness. The Homeless Census is distinct from the HUD-mandated annual Point in Time Count. The Census allows for a more in-depth, city-specific focus on individuals experiencing homelessness within Arcadia.

Teams consisting of staff from the RCSD, Fire Department, and Police Department deployed multiple times per week and covered all 26 census tracts within Arcadia. Participation in the Census was optional and those who did not wish to partake were simply counted. Resources for homeless services were offered to all persons contacted.

Within the time the Homeless Census was conducted, the teams encountered 79 individuals experiencing homelessness, 55 of whom agreed to participate in the survey. The 79 individuals were spread throughout the City, but were mainly located in Census Tract 431502b: South Arcadia by Peck Road Water Conservation Park, and Census Tract 430400: East Arcadia by Eisenhower Park and the Transit Plaza.

To highlight some of the key takeaways from the Census, the table below summarizes the overall responses from individuals experiencing homelessness in Arcadia. For the full Homeless Census Report, including charts, graphs, and detailed responses, please see Attachment “A.”

Census Question	Key Responses	Frequency
Duration of Homelessness	1-2 years	27.3%
In which city do you spend your days?	Arcadia	74.6%
In which city do you sleep?	Arcadia	72.7%
Why do you choose to be in Arcadia?	Safety	45.5%
City of High School attendance	City in San Gabriel Valley	58.2%
City of last stable residence	City in San Gabriel Valley	54.5%
Interested in services or resources?	Yes	81.8%
Would you utilize a shelter in Arcadia?	Yes	61.8%
Would you be interested in a shelter elsewhere?	Yes	32.7%
Do you want to continue to be homeless?	No	83.6%

Analysis of the Census results reveals that the majority of individuals experiencing homelessness in Arcadia are from the area, with 58.2% citing attending a high school in the San Gabriel Valley, 54.5% citing having their last stable residence in the San Gabriel Valley, and 41.8% citing having their last stable residence within 10 miles of Arcadia. Further, many individuals stated having ties to Arcadia, with 10.9% attending a high school in Arcadia and 58.2% stating they grew up in Arcadia or have family and friends living in the City.

The Census also shows safety is a common concern amongst individuals experiencing homelessness. Safety is a significant determining factor for where individuals spend their time and one of the greatest reasons why those who were surveyed choose to be in Arcadia. In addition, most individuals voiced they would utilize a shelter in Arcadia, but would not be interested in a shelter elsewhere, citing safety as their main concern.

Overall, the Homeless Census identifies the gaps in services for individuals experiencing homelessness, including the lack of shelters in Arcadia and the immediate surrounding areas. Arcadia’s homeless population indicated that they do not want to continue to be homeless and are interested in receiving services, resources, and housing, so long as they are offered in a safe community and are located nearby.

4. Investigate Alternatives to Los Angeles Homeless Services Authority (“LAHSA”) To Advance Homeless Efforts.

LAHSA

The Los Angeles Homeless Services Authority (“LAHSA”) is an independent, joint powers authority, created in 1993 to address the problems of homelessness in Los Angeles County. LAHSA is the lead agency in the Los Angeles Continuum of Care, which is the regional planning body that coordinates housing and services for homeless families and individuals in Los Angeles County. The Continuum of Care encompasses every city and unincorporated area of Los Angeles County, except Glendale, Pasadena, and Long Beach. Los Angeles County’s homeless response is divided into eight Service Planning Areas (“SPA”); Arcadia is in SPA 3, the San Gabriel Valley. LAHSA coordinates and manages over \$800 million annually in federal, state, county, and city funds for programs that provide shelter, housing, and services to people experiencing homelessness. LAHSA is governed by an appointed, 10-member Commission consisting of five members appointed by each of the County Supervisors and five members appointed by the Mayor of Los Angeles. Arcadia’s direct representative is the Commissioner appointed by Supervisor Barger.

Many individuals and organizations are working on making changes to the way LAHSA is organized and operates. On January 21, 2021, the SGVCOG authorized a Whitepaper to advocate for reformation within the current system to increase representation and autonomy for smaller cities, as well as provide an alternative option to pursue independent control of homelessness funds. On March 16, 2021, the Arcadia City Council adopted Resolution No. 7354 approving the SGVCOG’s Whitepaper on LAHSA reform.

On July 27, 2021, the Los Angeles County Board of Supervisors established the Blue-Ribbon Commission on Homelessness (“BRCH”) to conduct a comprehensive study of LAHSA’s governance structure by reviewing existing reports and recommendations, identifying and analyzing the challenges inherent to the existing system, and to provide recommendations to change and improve its efficiency. BRCH is intended to be operational for six months; their first meeting was on September 8, 2021, and they have meetings scheduled through the end of March 2022. At BRCH’s meeting on October 20, 2021, the SGVCOG presented their Whitepaper. BRCH is expected to make a final report and recommendation to the Board of Supervisors within the next 30 days. Based on draft recommendations that have been shared at public meetings, BRCH will be recommending a series of reforms, the largest of which would be to establish a Department within the County to take over LAHSA’s functions. The hope is to provide more direct oversight and accountability of the agency.

Leaving Los Angeles County’s Continuum of Care (“COC”) to establish a separate one can take years to complete, as it must undergo a substantial review process from the

United States Department of Housing and Urban Development (“HUD”) before receiving federal funding. HUD tends to be biased against splits and larger Continuums of Care, like LAHSA, tend to have more leverage to receive greater federal funds. The three cities in Los Angeles County who have their own Continuums of Care, Glendale, Pasadena, and Long Beach, each have significantly larger populations than Arcadia and have their own Housing Authority, Department, or Division. During BRCH process, the SGVCOG has contemplated the idea of forming a COC for the San Gabriel Valley; however, the concept has not received much interest. The consensus seems to be that the additional requirements outweigh the potential benefits.

Religious Congregations

The role of religious congregations has been discussed as a possible resource to prevent and combat homelessness. In November 2021, City staff reached out to 20 different Arcadia-based religious leaders and invited them to a meeting to discuss helping to address homelessness in Arcadia. After multiple attempts to contact leaders for attendance, only two congregation leaders attended a Zoom meeting held on November 8, 2021. The two individuals voiced that their congregations do not have the volunteers or resources to assist the homelessness crisis. Other than assisting individuals from time to time, religious congregations will not be a viable option in addressing homelessness in Arcadia at this time.

Service Providers

Staff researched additional service providers who the City could work with in lieu of or in addition to Arcadia’s current provider, Union Station Homeless Services. Four service providers were examined across nine service types. These service providers are also being considered at the regional level to provide services. Below is a chart which outlines each organization and the services they provide. Each is familiar with the Continuum of Care and County processes for delivering services. Depending on the City’s goals for homelessness, any of these agencies could be viable partners for Arcadia.

Service Provider	Case Mgmt.	Mental Health	Housing Navig.	Substance Abuse	Legal	Financial	Food	Job	Medical
Foothill Unity Center	X	X	X	X	X	X	X	X	X
Los Angeles Centers For Alcohol And Drug Abuse (LACADA)	X	X	X	X				X	
Union Station Homeless Services	X	X	X	X	X	X	X	X	X
Volunteers Of America	X	X	X	X		X	X	X	

5. Outcomes In Other Cities That Have Implemented Tiny And Other Transitional Shelters.

From October to December 2021, the City interviewed operators of 12 Southern Californian tiny and transitional shelter communities to inquire about their experiences and outcomes. For each location, City staff spoke with both the sites' service providers and local government staff who oversee operations. Service providers were asked 24 questions and local government staff were asked 12 questions. For the full Tiny & Transitional Shelter Report, please see Attachment "B."

Due to the limited and varying times the shelters have been operational, the different ways in which representatives define success and track data, and the impact of COVID-19 protocols, hard data was difficult to acquire and compare. Despite these difficulties, key similarities in outcomes did appear.

Overall, the service providers voiced positive sentiments regarding the success of the shelters, with 75% stating their shelter was successful. Local government staff overseeing the shelters were less decisive than the service providers, with 58.3% voicing the shelter is a success and 25% saying it is a work in progress. All local government staff who responded to the inquiry said that, given the opportunity, they would embark on this journey again; some even mentioned they are currently in the process of building another tiny shelter in their community.

A case study of Redondo Beach shows the impact of even the smallest tiny shelter community. Since opening their 15-unit community in late-December 2020, 21 individuals have been permanently housed and three individuals have returned to the streets, with an average duration of stay of three to six months. At the time of inquiry, all 15 units remained occupied, giving a total of 36 individuals off the streets. When the pandemic wanes and COVID-19 protocols are lifted, the shelter could double their occupancy, resulting in even more individuals off the street.

All 12 sites mentioned using a low barrier or "Housing First" model and many attributed aspects of their success to this concept. Per California Senate Bill 1380, any program that provides housing or housing-related services to people experiencing homelessness or at risk of homelessness and accepts state agency or department funds must revise or adopt guidelines and regulations to include Housing First policies. Housing First uses housing as a tool, rather than a reward; the model does not require people experiencing homelessness to address all their problems at once or graduate through a series of service programs before they can access housing. Additionally, Housing First programs offer services as needed and requested on a voluntary basis and do not make housing contingent on participation in services. Under this policy, individuals are housed regardless of their sobriety or use of substances, poor or lack of credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness". While all sites interviewed follow the Housing First

model and do not require sobriety, it is important to note that at most locations, shelter residents are not allowed to bring in alcohol, drugs, and drug paraphernalia and all offer drug and alcohol counselling services.

Shelters were questioned about their outcomes regarding safety including the number of calls to the Fire Department and Police Department, the amount of loitering around the shelter, and the impact the shelter has on the surrounding community. Due to onsite security and staff training in de-escalation, most sites expressed that their calls to the Fire Department and Police Department are very limited, noting that calls are typically medical in nature and not usually related to violence. In the immediate area surrounding the shelters, loitering was reported to be very minimal to nonexistent. Operators reported that weekly sanitation clean ups of the surrounding areas help keep the nearby community free of encampments. North Hollywood's Whitsett West shelter reported that crime has gone down in the surrounding area since The Village was established. The land upon which Whitsett West sits had for years been a dumping ground for trash and the site of encampment fires. The site was an eyesore and a danger to the nearby community, but is now seen as being clean and orderly.

City staff visited all 12 facilities to experience the accommodations and surrounding communities firsthand. Staff's observations aligned with the survey responses, most notably the lack of loitering and encampments directly around the perimeter of the facilities and how inconspicuous the shelters are within the neighborhoods. Staff also noted that the locations in which the shelters are built vary. Shelters were found next to freeways, in businesses districts, industrial areas, residential communities, and near parks.

ENVIRONMENTAL ANALYSIS

This action does not require an environmental determination, as it is not considered a project under the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

There is no impact to the General Fund.

Historically, Arcadia's funding for homeless services has come from Measure H and other grants administered by the SGVCOG. Arcadia has received \$300,225 of Measure H funds directly from Los Angeles County for interim housing, rapid re-housing, case management, and administration. Specifically, Arcadia has been awarded grant funding from the SGVCOG in the following amounts: \$20,000 for encampment clean ups, \$40,000 for first responder outreach, \$70,000 for a housing navigator, \$50,000 for city emergency resources, \$6,500 for staff administration costs, \$55,500 for the Prevention and Diversion Program, and \$175,000 for the Homeless Resource Hub.

New programs and funding offered through the SGVCOG are currently being perused for 2022 and 2023. These programs include Services to Supplement Existing Programs, Outreach and Services for Hard-to-Reach Populations, Mobile Crisis Response Program, and City Programs.

A possible new funding source is the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”). PLHA is a Senate Bill 2 funded program that is designed to provide an ongoing, annual source of funding through State Property Transfer Fees. Funds can be used for construction of affordable housing, programs to assist persons who are experiencing or at risk of homelessness, or other housing-related assistance programs for low-to-moderate income households. Currently, the City of Arcadia has an allocation of \$466,175 for the first two years of the allocation, with an expected \$250,000 per year of the remaining three years of the allocation.

CONCLUSIONS

The information provided above and in Attachments “A” and “B” better define the homeless situation within the City. While the grant funds provided and efforts undertaken to date have helped curb the expansion of the problem, the City must take additional steps to address homelessness in Arcadia. Homelessness is a multifaceted issue which requires a multipronged approach. The City should continue pursuing additional grants via the State and Measure H for further programs and resources to address homelessness in Arcadia, collaborate with the SGVCOG and other regional partners, and continue enforcing its camping and other quality of life ordinances.

In addition, the City should update the 5-Year Homelessness Plan adopted in 2018 with the City’s experiences over the past few years and the information gained from this Five Point Plan on Homelessness in mind. Options to consider include:

- Using PLHA funds to secure three additional full-time housing navigators for Arcadia, perhaps engaging two different service providers to be able to compare service delivery models.
- Using PLHA funds for homeless emergency services in the amount of \$100,000 in addition to the \$250,000 set aside from ARPA funds.
- Resume Community Stakeholder meetings to encourage community engagement.
- Exploring the option of a permanent Homeless Resource Hub in the future at a location that would be acceptable to the community.
- Establishing a plan for transitional and temporary housing either in the City or in collaboration with nearby communities.
- Further refining the City’s plan for permanent, affordable housing in Arcadia via the Housing Element process.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and provide direction regarding future programs and funding sources for combating homelessness in Arcadia.

Approved:

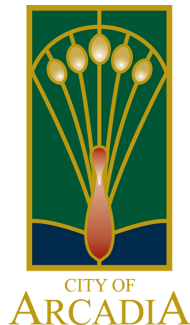


Dominic Lazzaretto
City Manager

Attachment “A”: Homeless Census Report

Attachment “B”: Tiny and Transitional Shelter Report

CITY OF ARCADIA HOMELESS CENSUS 2021



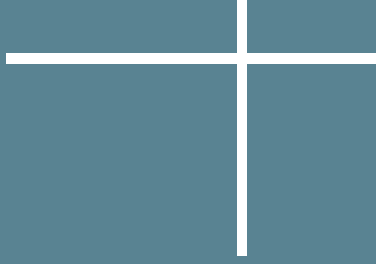


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SPECIAL THANKS

Special thanks to staff from the Recreation and Community Services Department, Fire Department, and Police Department for their help in conducting the census and their continued efforts to assist Arcadia's most vulnerable residents. Additionally, thank you to the dozens of individuals experiencing homelessness who helped us gather this information.



INTRODUCTION

The purpose of the Homeless Census is to determine a baseline population number, key demographics, and vital information to better inform future homelessness prevention, diversion, and resource allocation. The census is distinct from the HUD-mandated annual Point in Time Count. The census allows for a more in-depth, city-specific focus on persons experiencing homelessness within Arcadia.

From November to December 2021, the City of Arcadia implemented a comprehensive census of Arcadia's unhoused individuals. Teams consisting of staff from the Recreation and Community Services Department, Fire Department, and Police Department deployed to cover all 26 census tracts within Arcadia.

Participation in the census was optional and those who did not wish to partake were simply counted. Over the two month period, census teams encountered 79 individuals experiencing homelessness within the City and 55 individuals participated in the survey. The census consisted of 33 questions. Information for homeless services was offered and distributed to all individuals experiencing homelessness.

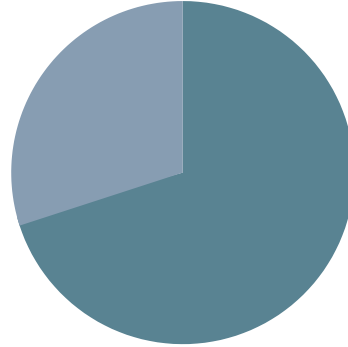
Responses were collected electronically in a survey database and locations were manually noted and converted into geographic coordinates. Duplicate entries of individuals were removed by comparing names and age ranges. All responses are self-attestations. Some percentage totals in the appendix may appear to be above or below 100.0% due to rounding.

KEY RESULTS



79

**TOTAL
INDIVIDUALS EXPERIENCING
HOMELESSNESS**



70%

**AGREED
TO PARTAKE
IN THE CENSUS**

58.2%

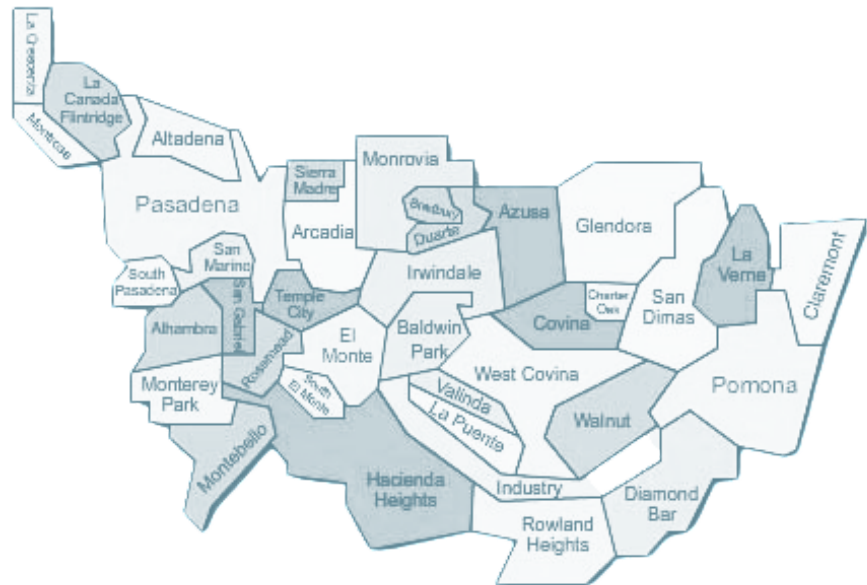
**WENT TO HIGH SCHOOL
IN SAN GABRIEL VALLEY**

54.5%

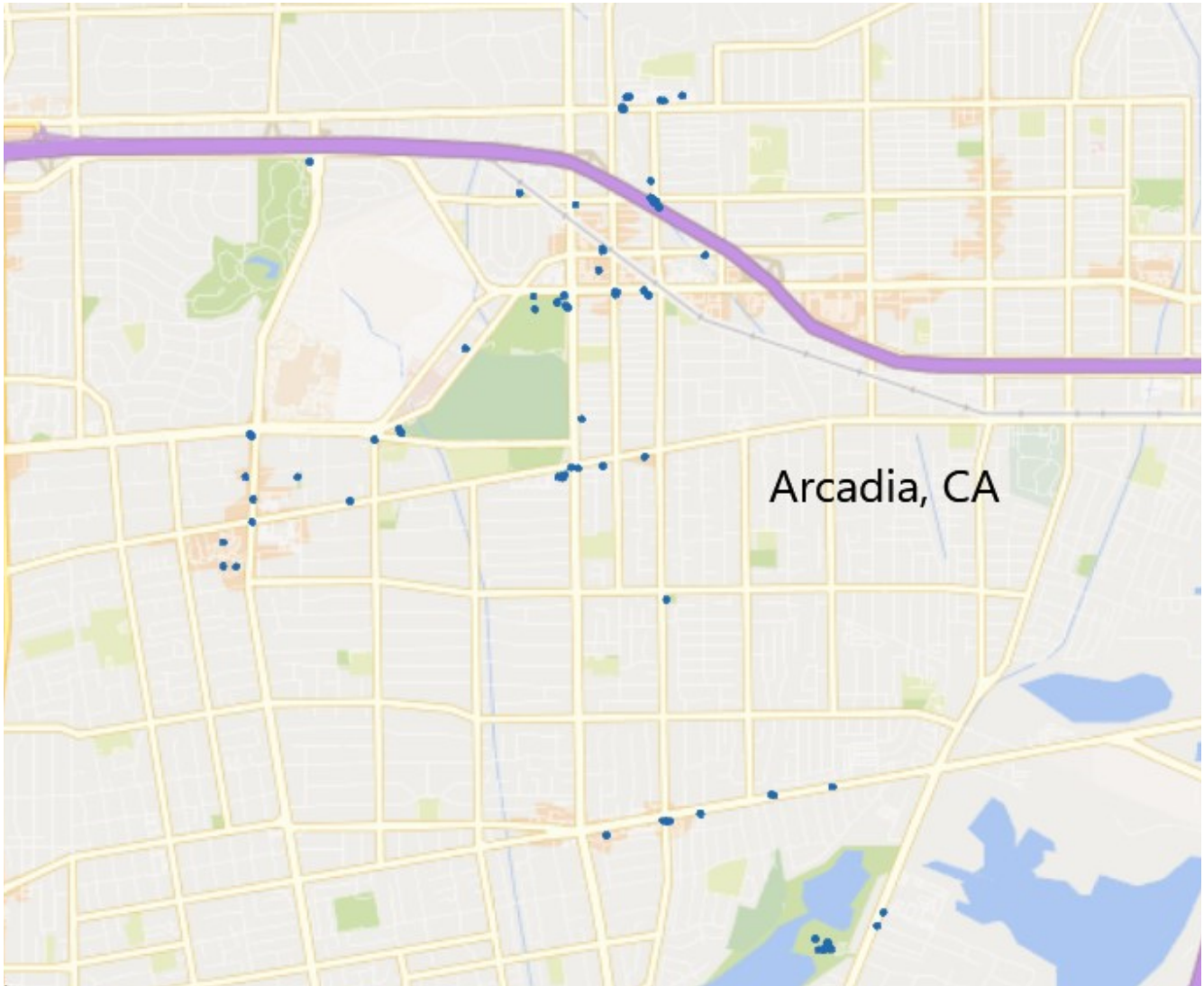
**HAD THEIR LAST STABLE
RESIDENCE WITHIN
SAN GABRIEL VALLEY**

41.8%

**HAD THEIR LAST STABLE
RESIDENCE WITHIN
TEN MILES OF ARCADIA**



GEOGRAPHY



LEGEND

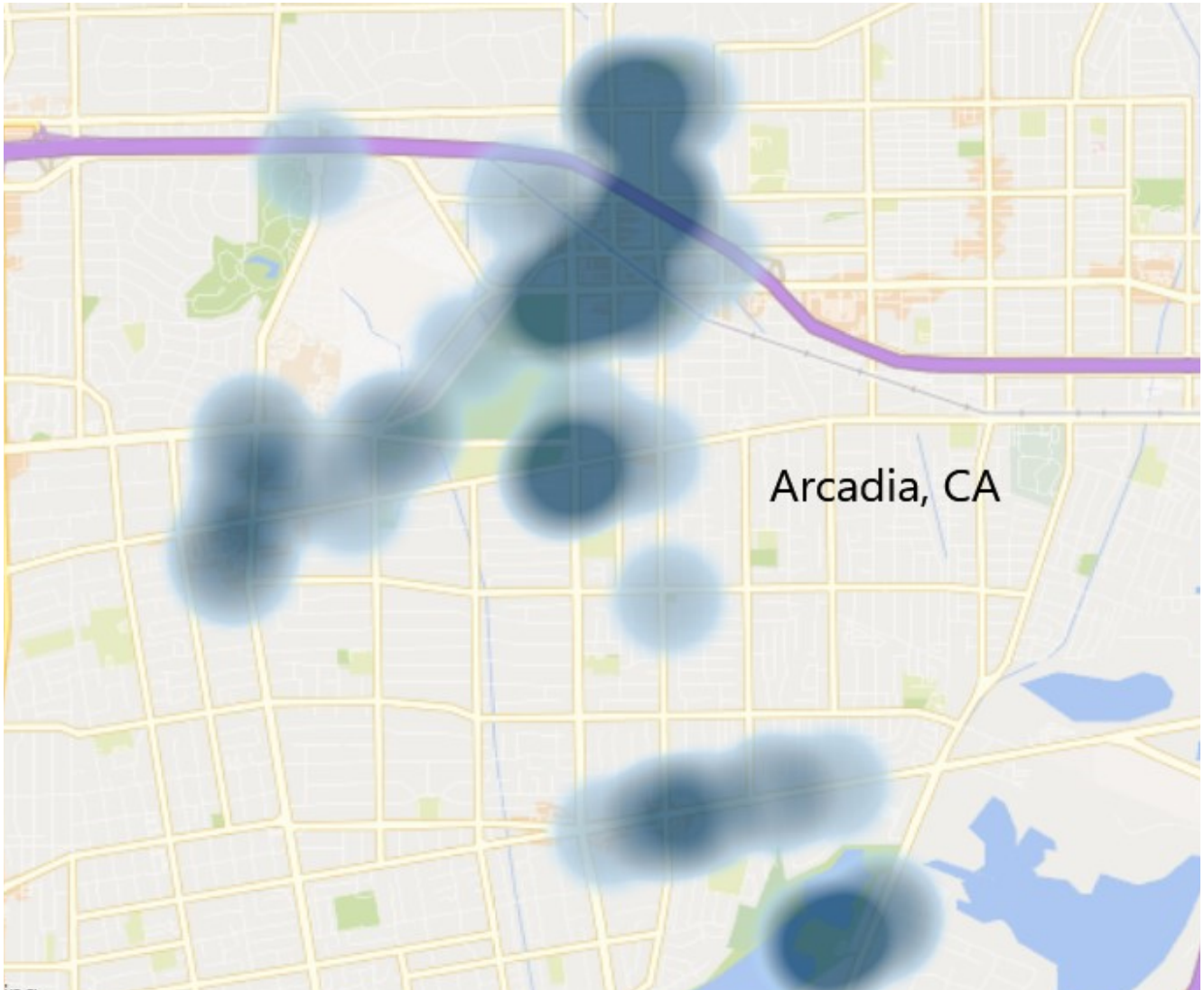


Individual
Experiencing
Homelessness

DESCRIPTION

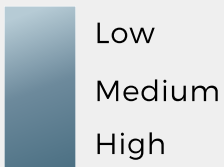
The dots on this map represent the 79 individuals experiencing homelessness in Arcadia. Dots may overlap or represent more than one individual in high density areas.

HEAT MAP



LEGEND

Homeless Density

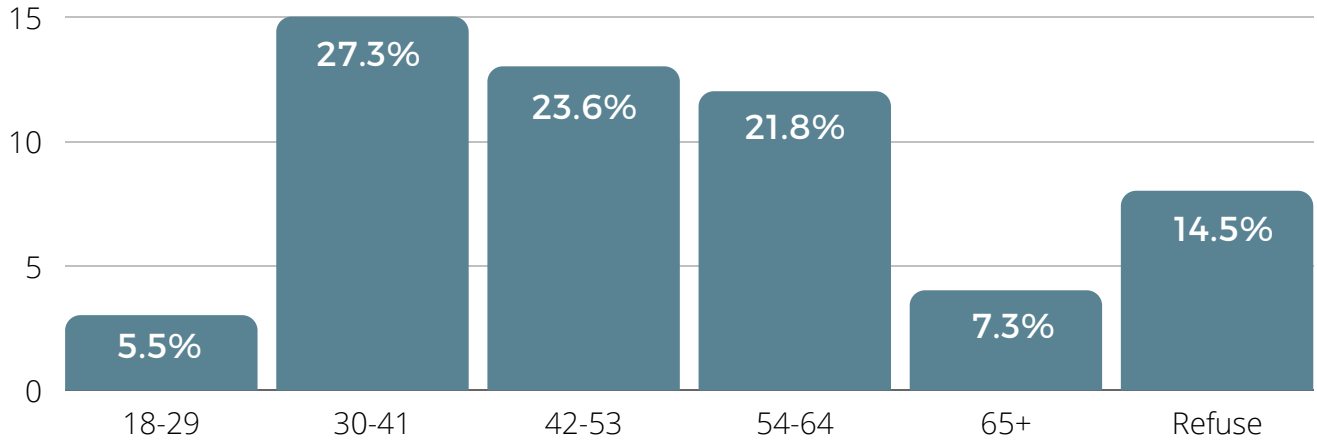


DESCRIPTION

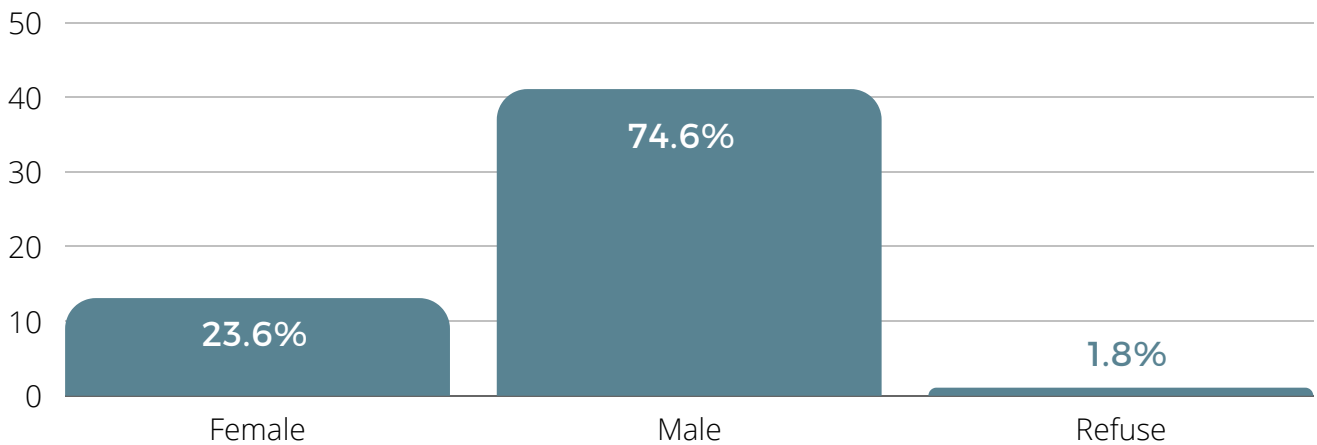
Blue shading on this map represents the 79 individuals experiencing homelessness in Arcadia. Darker coloration represents higher density areas.

DEMOGRAPHICS

AGE

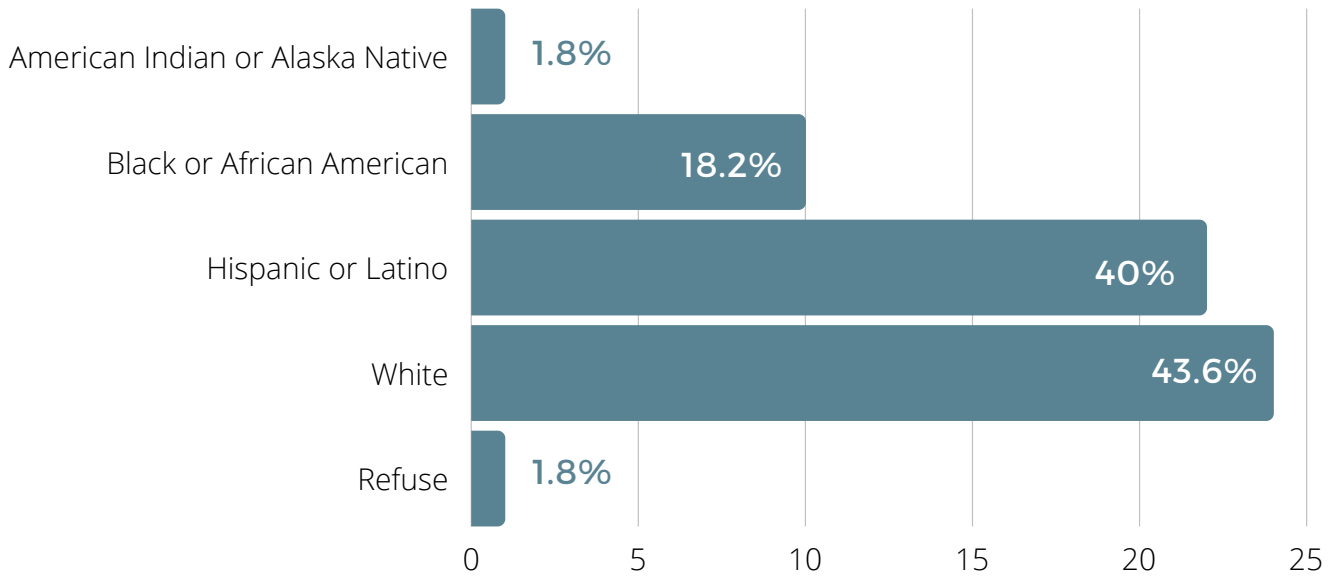


GENDER

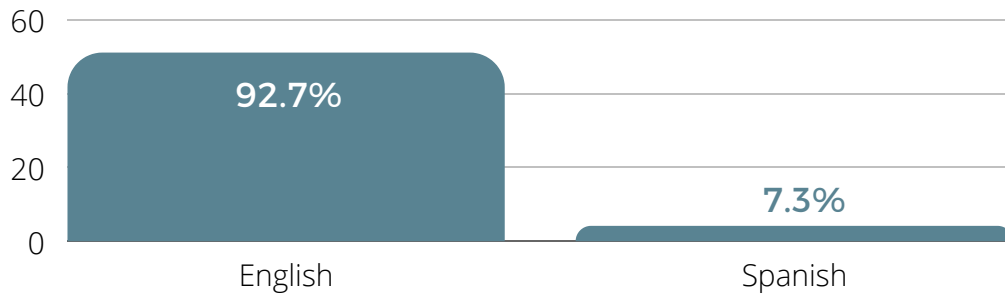


DEMOGRAPHICS

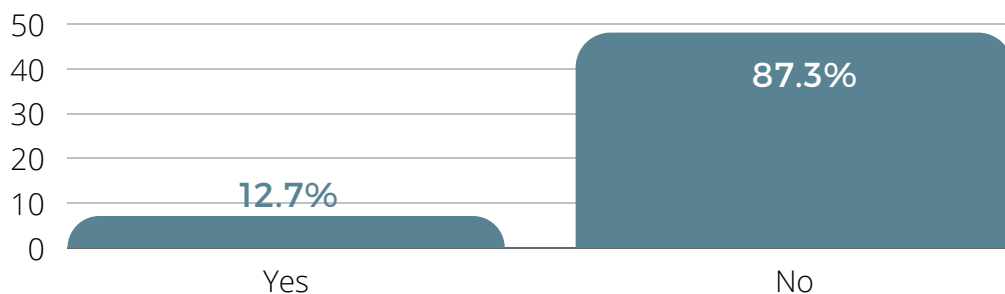
RACE & ETHNICITY



PRIMARY LANGUAGE

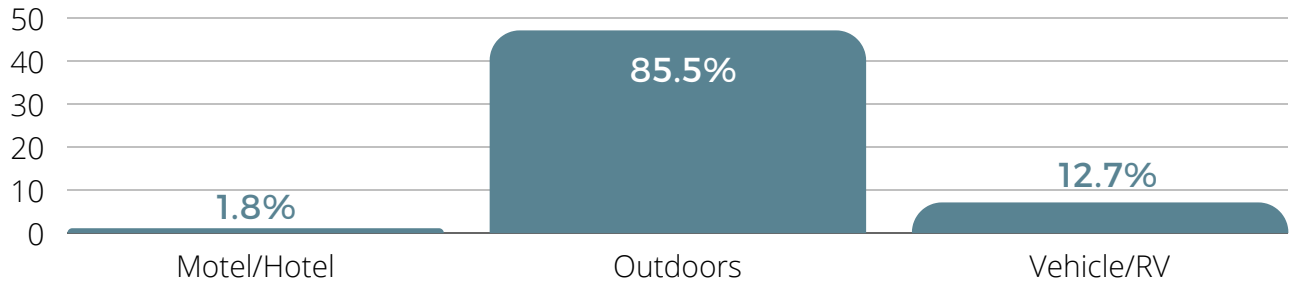


MILITARY SERVICE

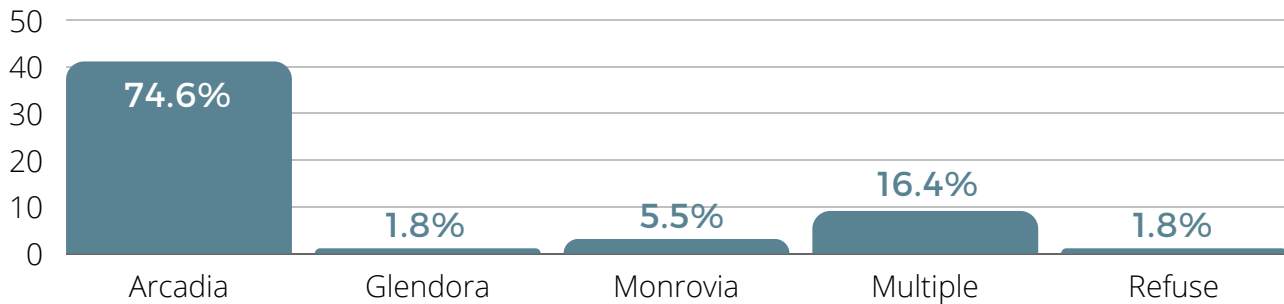


COMMUNITY TIES

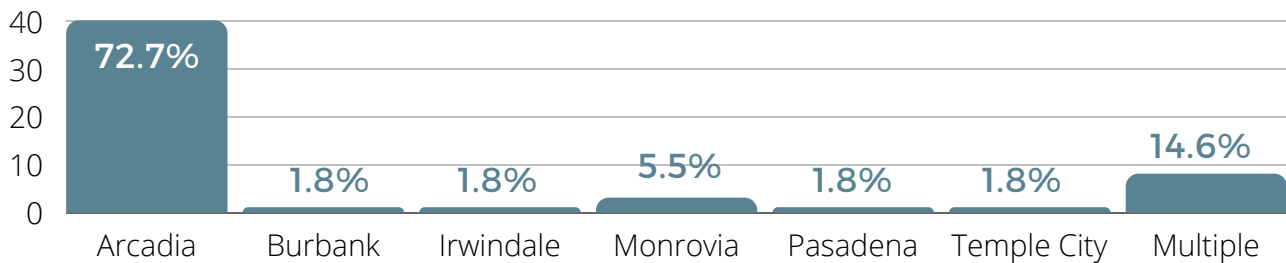
PRIMARY SLEEPING SITUATION



WHAT CITY DO YOU USUALLY SPEND YOUR DAYS IN?

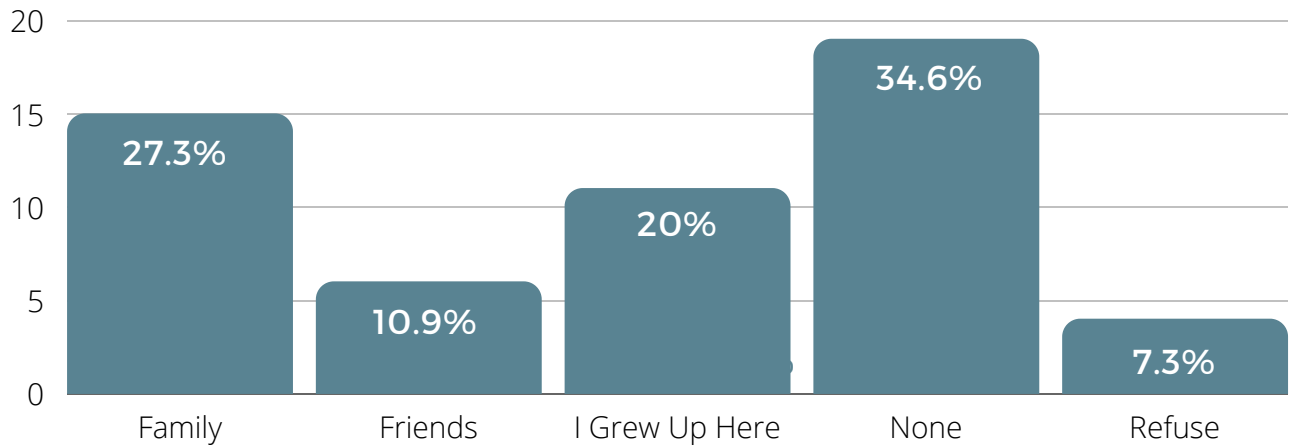


WHAT CITY DO YOU USUALLY SLEEP IN?

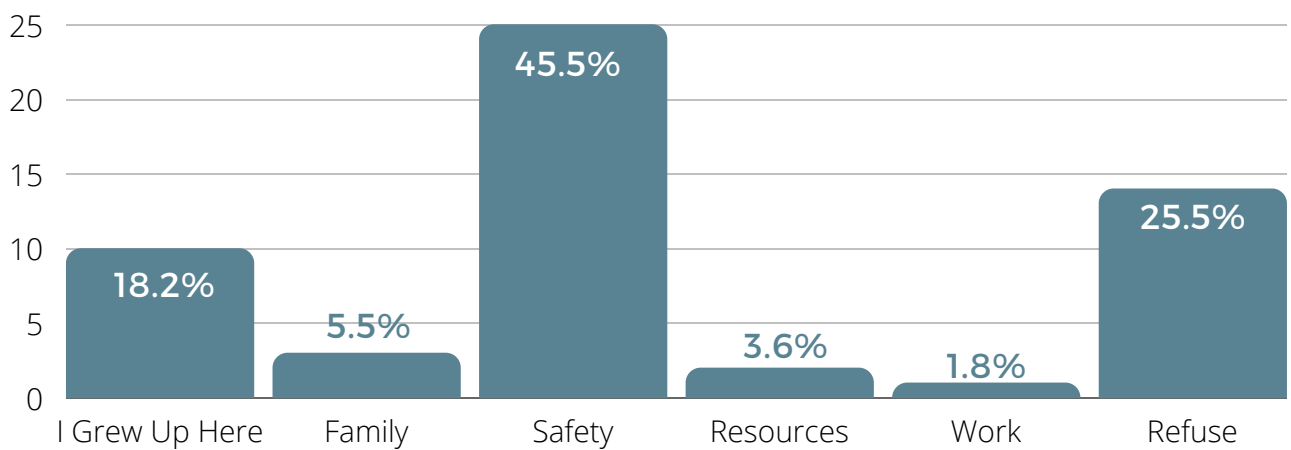


COMMUNITY TIES

TIES TO ARCADIA

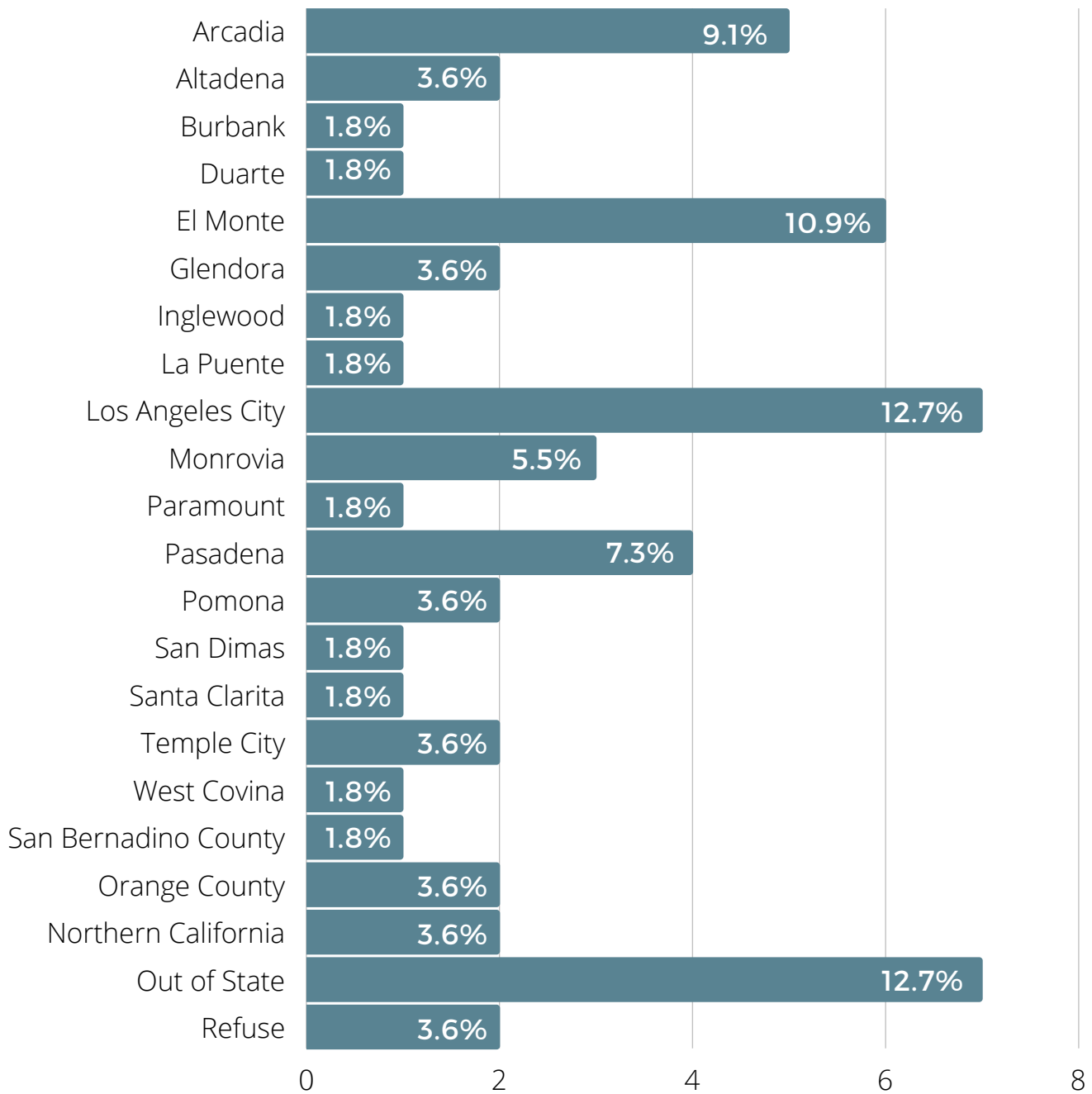


WHY DO YOU CHOOSE TO BE IN ARCADIA?



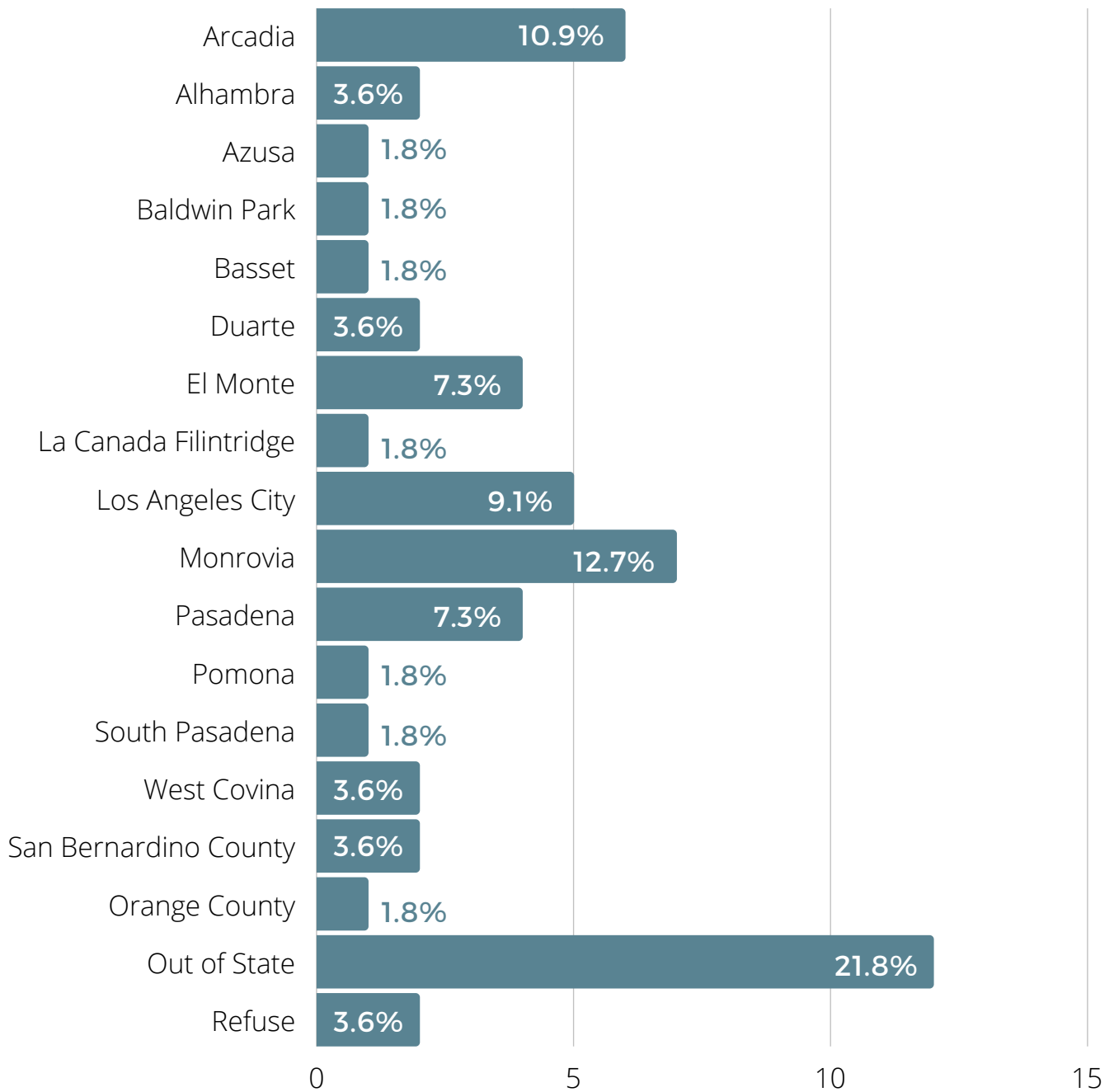
COMMUNITY TIES

LAST STABLE RESIDENCE



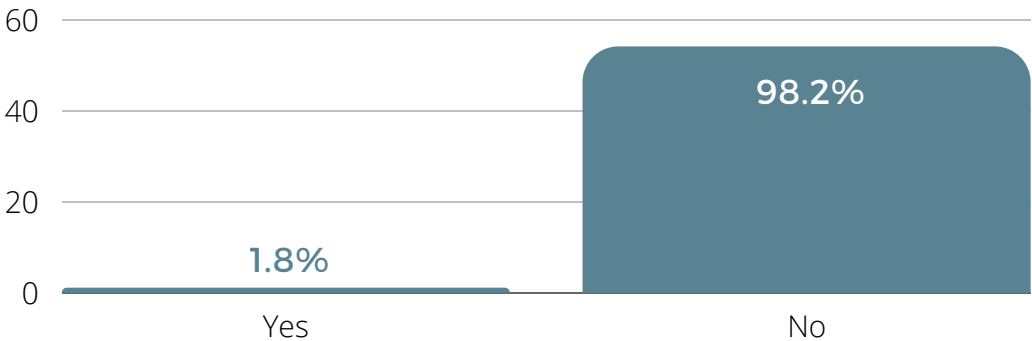
COMMUNITY TIES

CITY OF HIGH SCHOOL ATTENDANCE

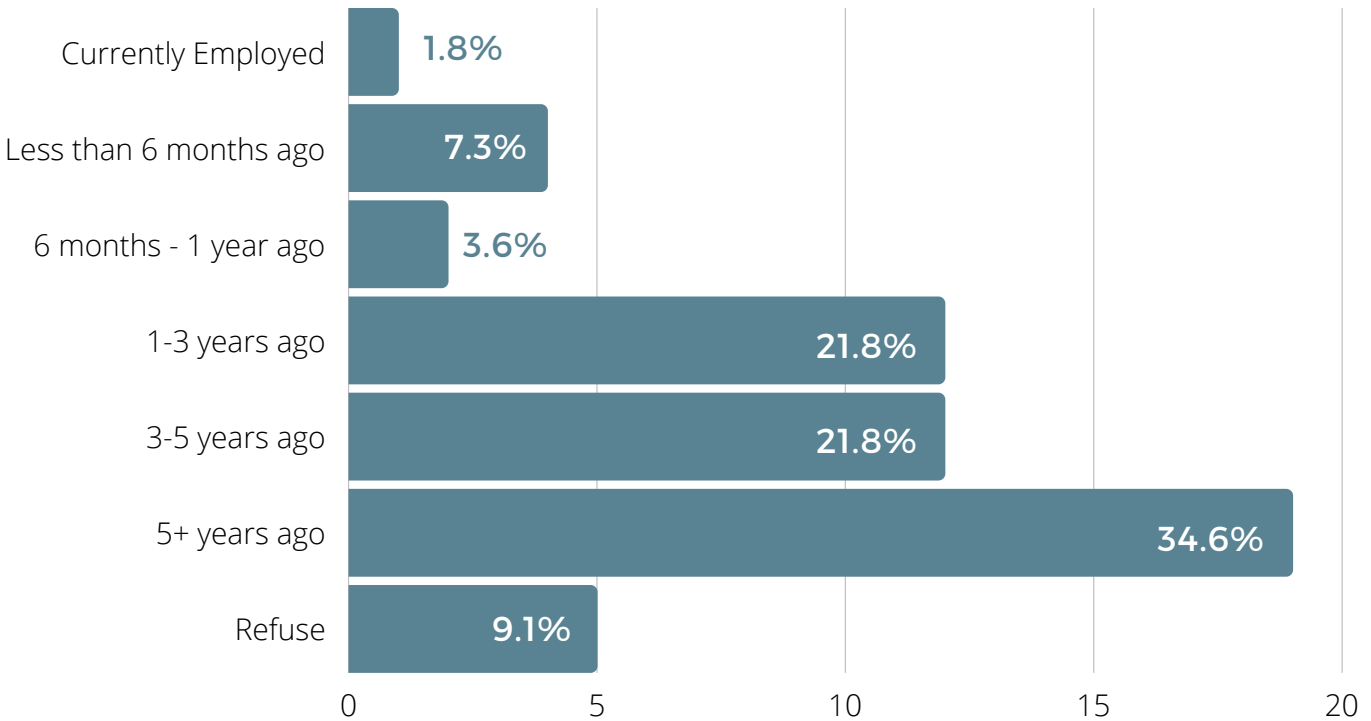


INCOME

CURRENTLY EMPLOYED

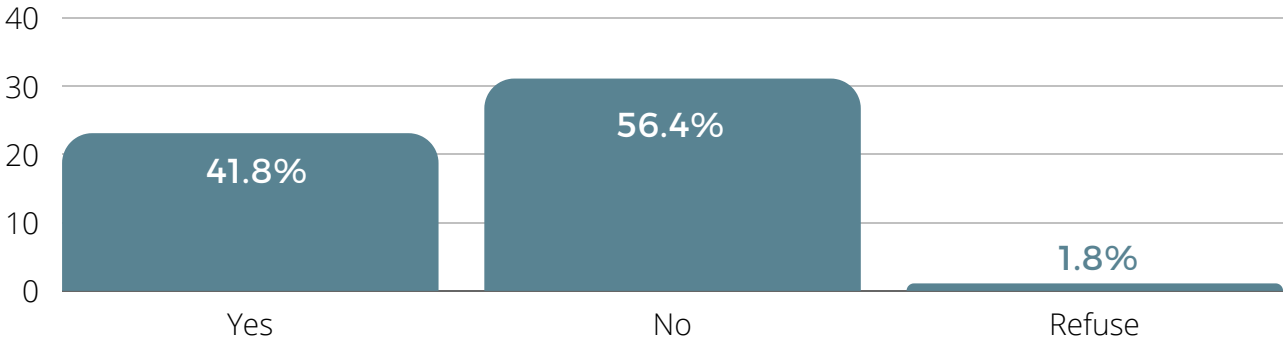


LAST EMPLOYED

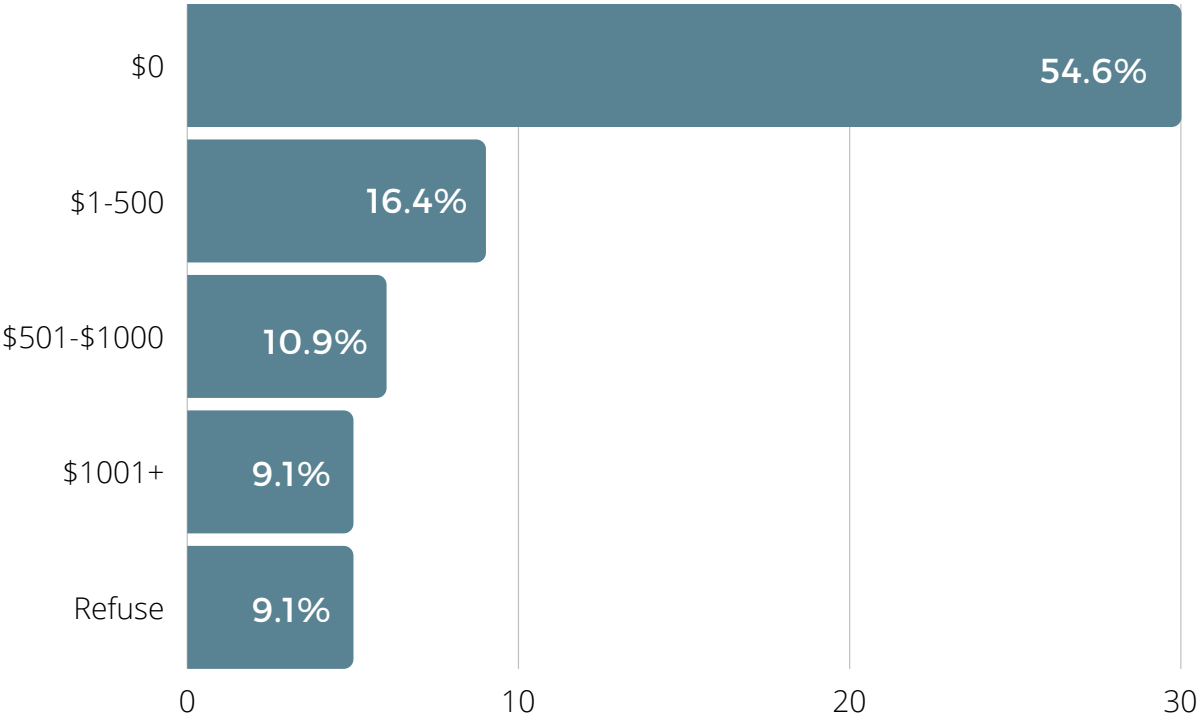


INCOME

RECEIVING INCOME

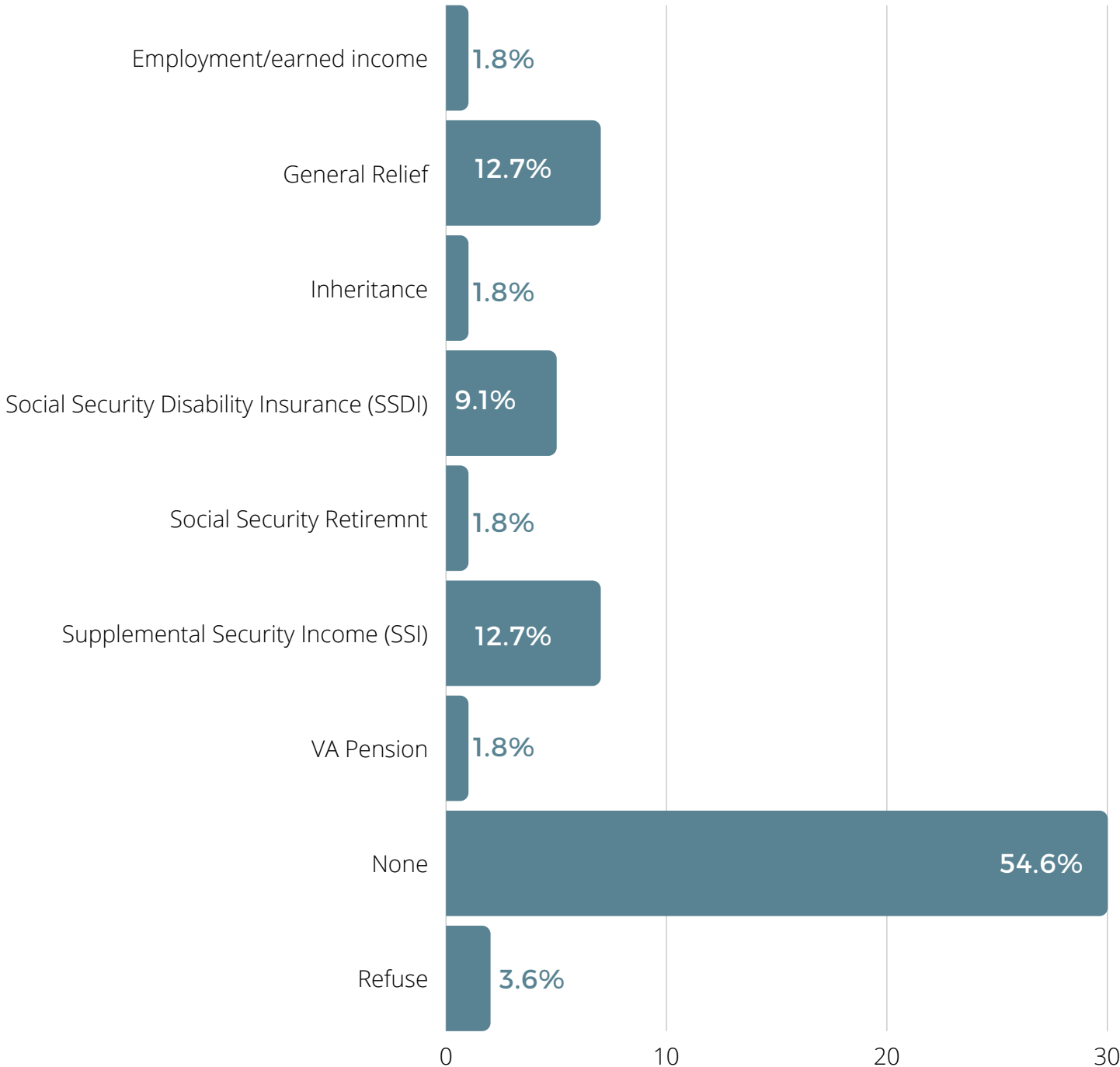


GROSS MONTHLY INCOME



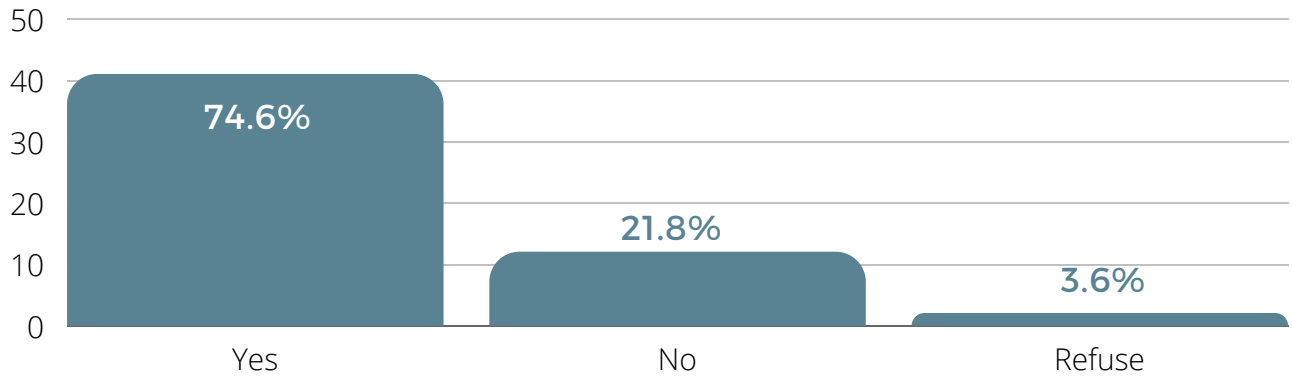
INCOME

SOURCES OF INCOME



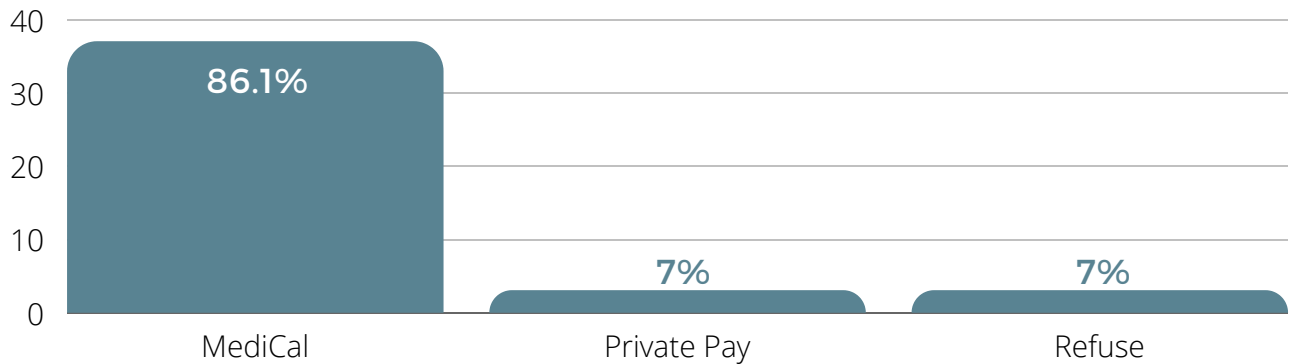
BENEFITS

HEALTH INSURANCE

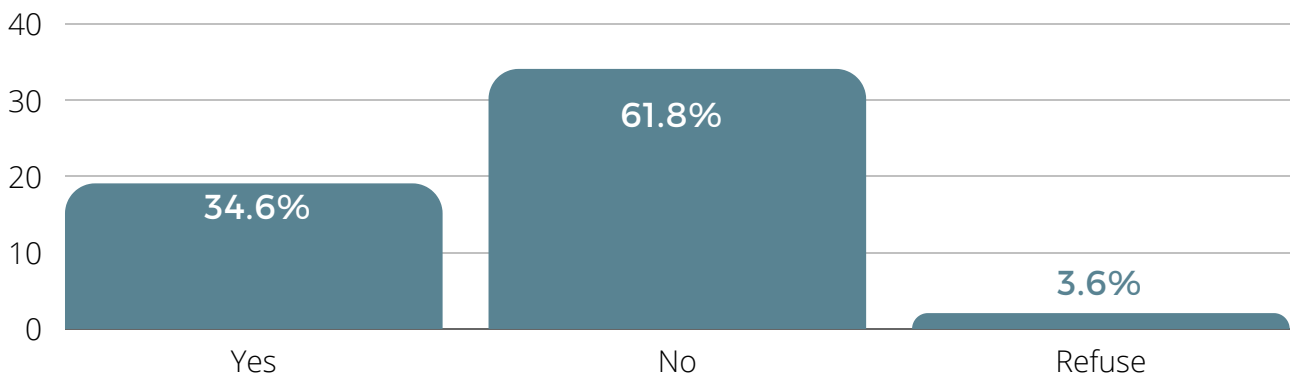


TYPE OF HEALTH INSURANCE

Note: Only includes respondents who answered yes or refused previous questions

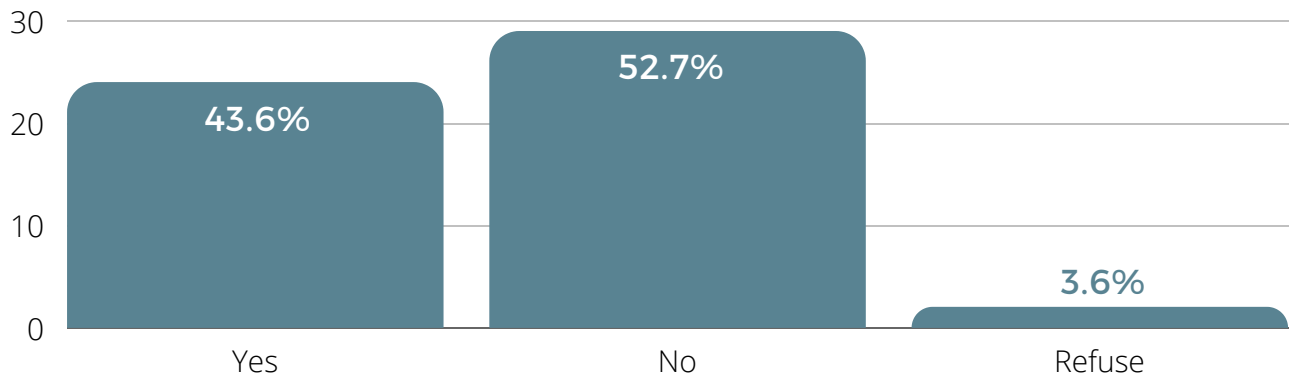


RECEIVING CALFRESH

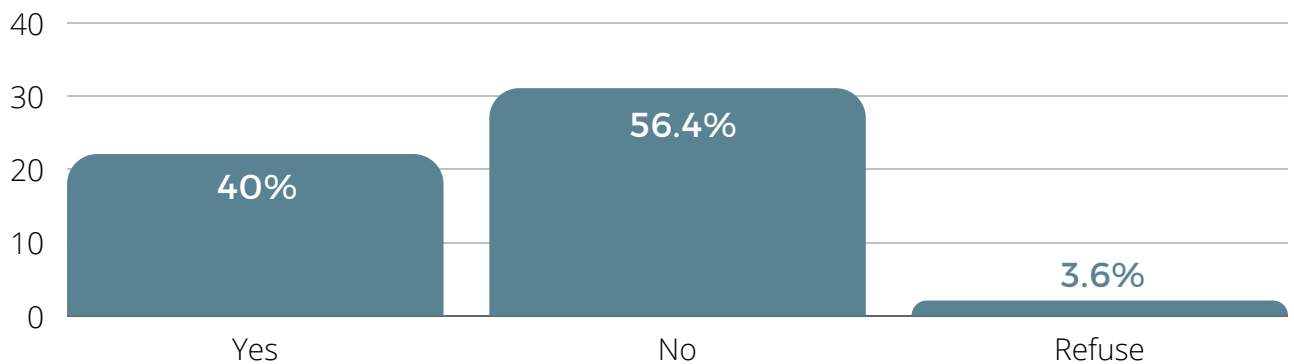


DISABILITIES

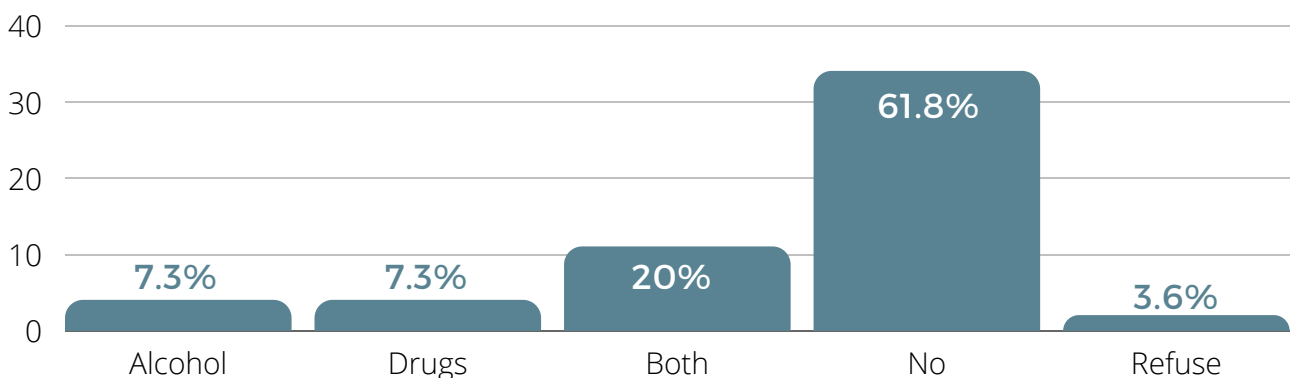
PERMANENT DISABILITY OR HEALTH CONDITION



STRUGGLE WITH MENTAL HEALTH

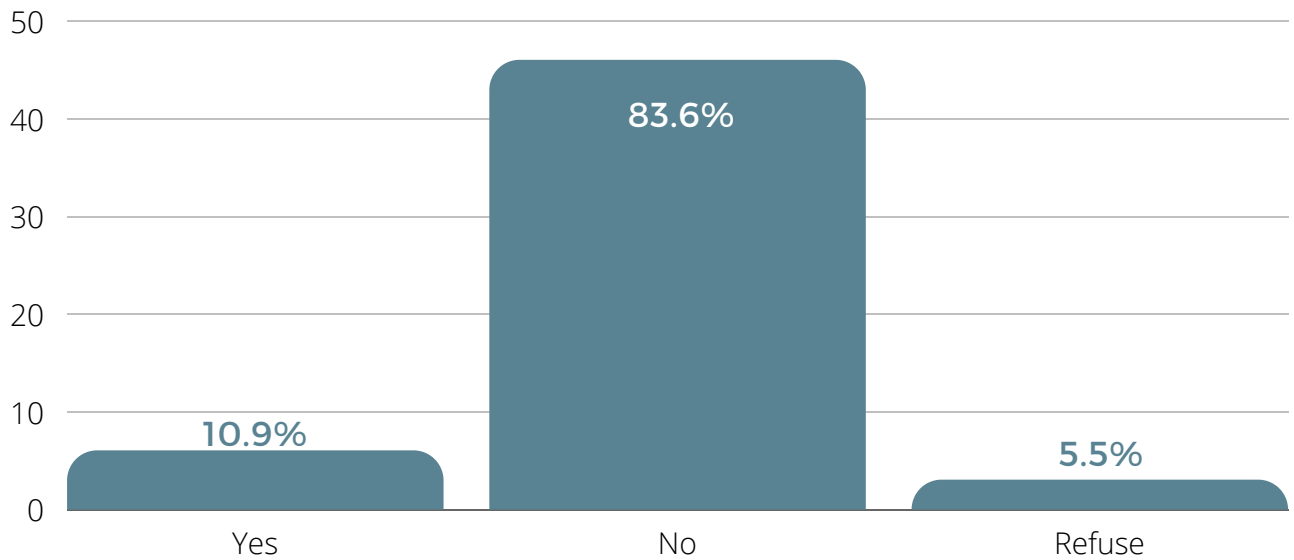


STRUGGLE WITH DRUGS OR ALCOHOL

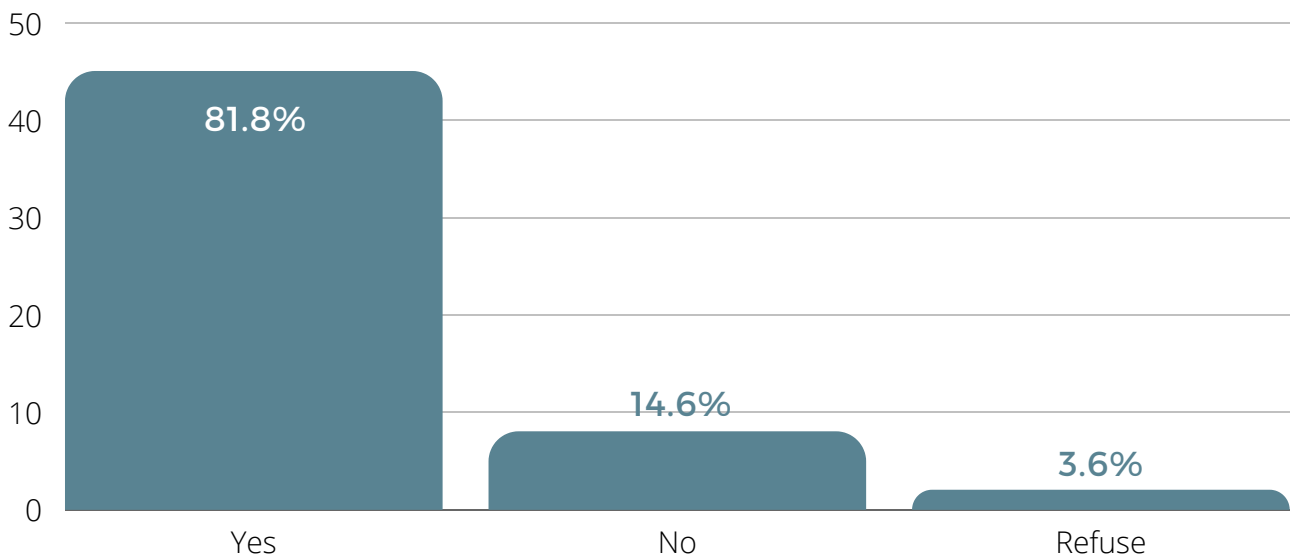


SERVICES

DO YOU WANT TO CONTINUE TO BE HOMELESS

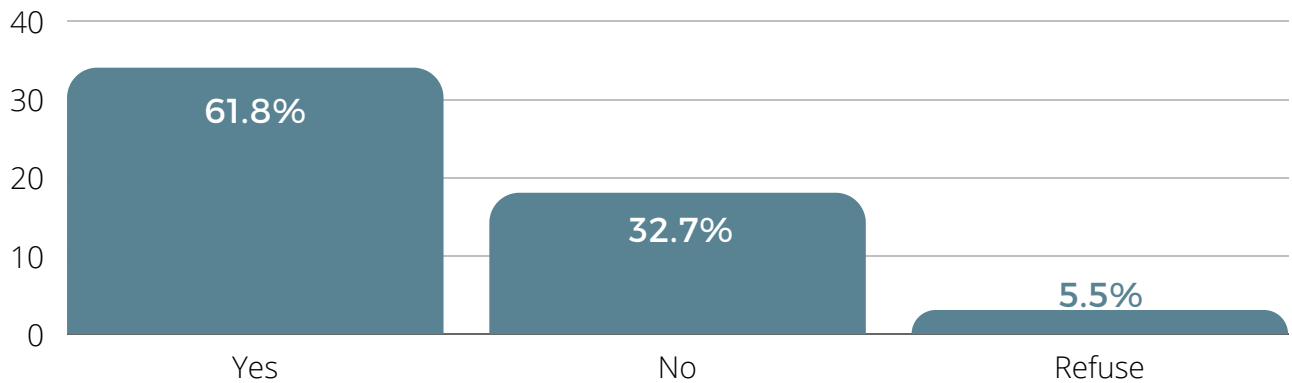


INTERESTED IN SERVICES & RESOURCES

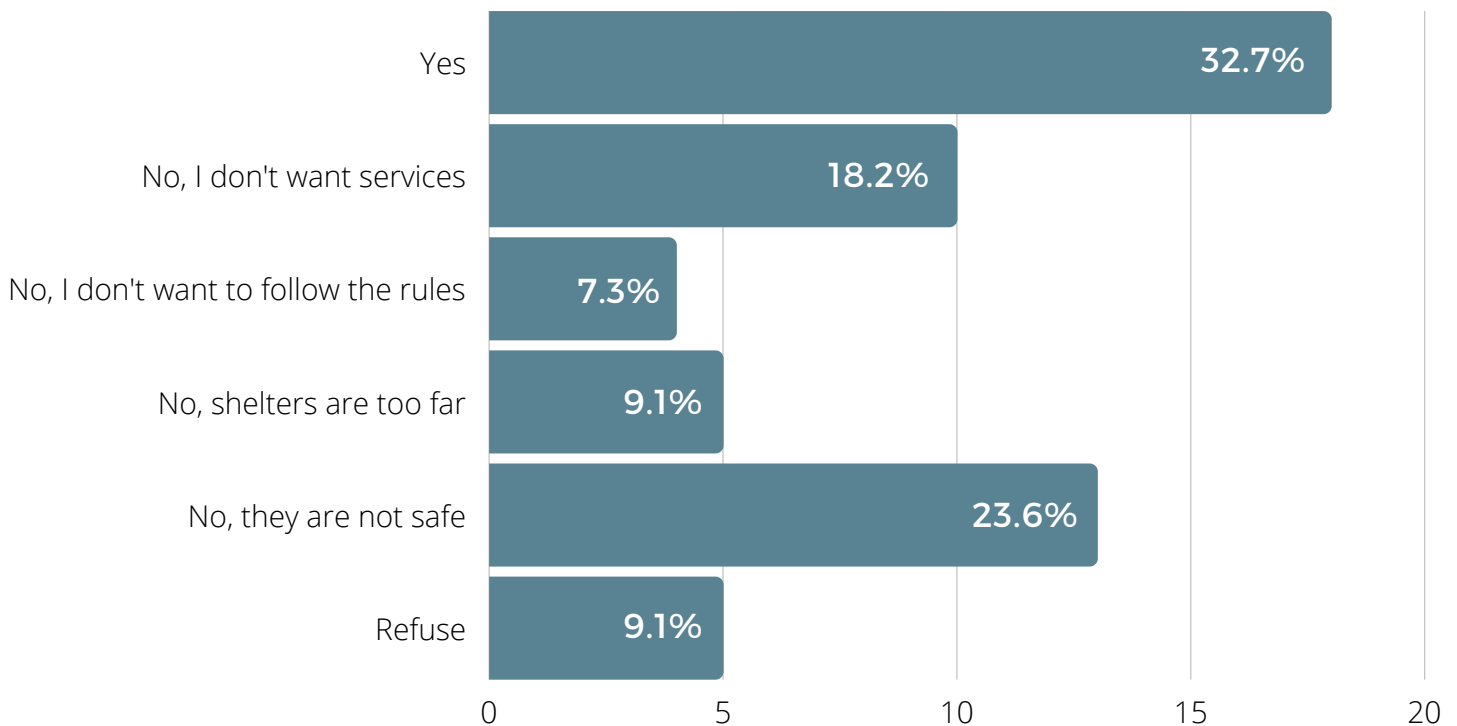


SERVICES

IF ARCADIA HAD A SHELTER, WOULD YOU USE IT?

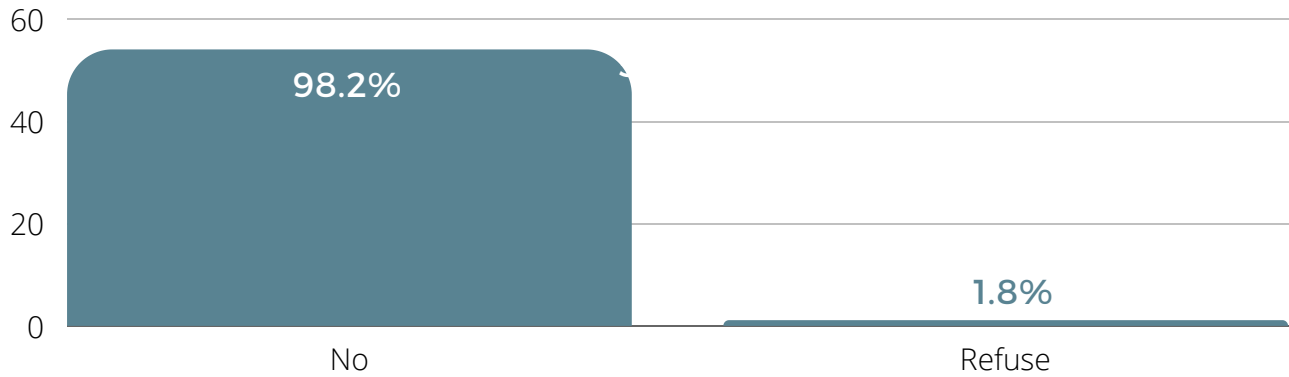


INTERESTED IN SHELTERS OUTSIDE OF ARCADIA

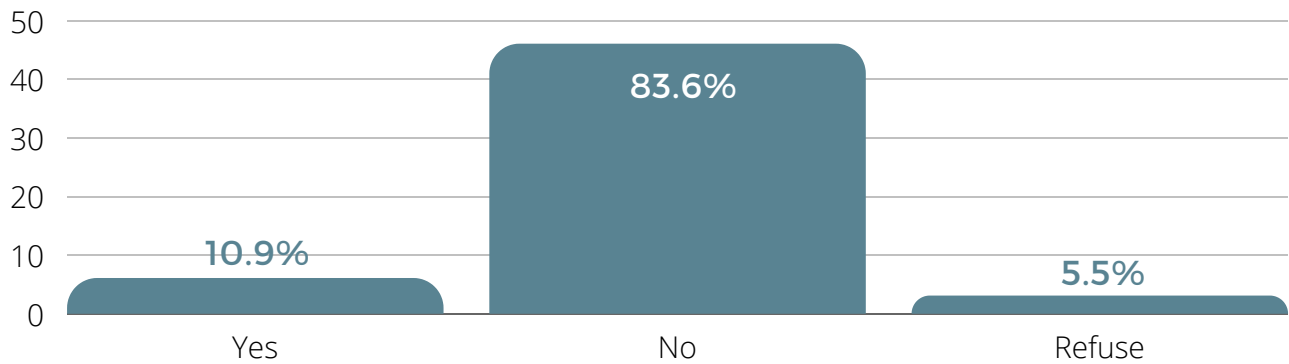


OTHER

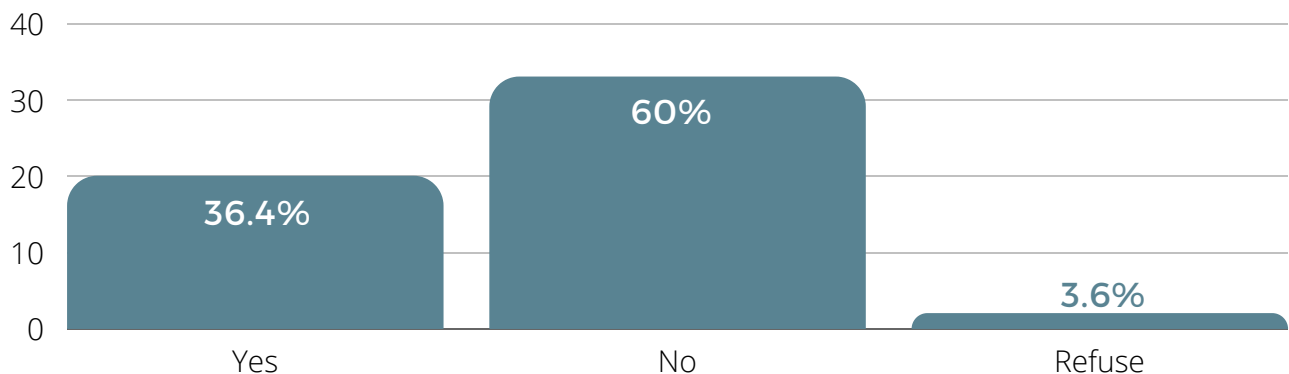
UNSHELTERED WITH CHILDREN



PET OWNER



VICTIM OF DOMESTIC VIOLENCE



DATA TABLES

Census Tracts	Count	Percentage
430400	14	17.7%
430723	3	3.8%
430724	2	2.5%
430721a	3	3.8%
430721b	8	10.1%
430721c	1	1.3%
430801a	3	3.8%
430801b	12	15.2%
430802b	5	6.3%
430803b	1	1.3%
431400d	1	1.3%
431502b	16	20.3%
431700b	2	2.5%
431800a	5	6.3%
431900b	1	1.3%
432500a	2	2.5%
Total	79	

DATA TABLES

Refused Survey	Count	Percentage
Yes	55	69.6%
No	24	30.4%
Total	79	

Age	Count	Percentage
18-29	3	5.5%
30-41	15	27.3%
42-53	13	23.6%
54-64	12	21.8%
65+	4	7.3%
Refuse	8	14.5%
Total	55	

Duration of Homelessness	Count	Percentage
Less than 1 year	10	18.2%
1-2 years	15	27.3%
3-5 years	8	14.6%
6-10 years	10	18.2%
11-20 years	9	16.4%
21+ years	2	3.6%
Refuse	1	1.8%
Total	55	

Gender	Count	Percentage
Female	13	23.6%
Male	41	74.6%
Refuse	1	1.8%
Total	55	

DATA TABLES

Race/Ethnicity	Count	Percentage
American Indian or Alaskan Native	1	1.8%
Black or African American	10	18.2%
Hispanic or Latino	22	40.0%
White or Caucasian	24	43.6%
Refuse	1	1.8%
Total	55	

Primary Language	Count	Percentage
English	51	92.7%
Spanish	4	7.3%
Total	55	

Military Service	Count	Percentage
Yes	7	12.7%
No	48	87.3%
Total	55	

Primary Sleeping Situation	Count	Percentage
Motel or Hotel	1	1.8%
Outdoors	47	85.5%
Vehicle/RV	7	12.7%
Total	55	

What city do you usually spend your days in?	Count	Percentage
Arcadia	41	74.6%
Glendora	1	1.8%
Monrovia	3	5.5%
Multiple	9	16.4%
Refuse	1	1.8%
Total	55	

DATA TABLES

What city do you usually sleep in?	Count	Percentage
Arcadia	40	72.7%
Burbank	1	1.8%
Irwindale	1	1.8%
Monrovia	3	5.5%
Pasadena	1	1.8%
Temple City	1	1.8%
Multiple	8	14.6%
Total	55	

Why do you choose to be in Arcadia?	Count	Percentage
I grew up here	10	18.2%
I have family here	3	5.5%
It's a safe area	25	45.5%
Resources	2	3.6%
Work	1	1.8%
Refuse	14	25.5%
Total	55	

Ties to Arcadia	Count	Percentage
Family	15	27.3%
Friends	6	10.9%
I grew up here	11	20.0%
None	19	34.6%
Refuse	4	7.3%
Total	55	

Currently Employed	Count	Percentage
Yes	1	1.8%
No	54	98.2%
Total	55	

DATA TABLES

Last Stable Residence	Count	Percentage	Last Stable Residence Cont.	Count	Percentage
Arcadia	5	9.1%	Pasadena	4	7.3%
Altadena	2	3.6%	Pomona	2	3.6%
Burbank	1	1.8%	San Dimas	1	1.8%
Duarte	1	1.8%	Santa Clarita	1	1.8%
El Monte	6	10.9%	Temple City	2	3.6%
Glendora	2	3.6%	West Covina	1	1.8%
Inglewood	1	1.8%	San Bernardino County	1	1.8%
La Puente	1	1.8%	Orange County	2	3.6%
Los Angeles City	7	12.7%	Northern California	2	3.6%
Monrovia	3	5.5%	Out of State	7	12.7%
Paramount	1	1.8%	Refuse	2	3.6%
			Total	55	

DATA TABLES

City of High School Attendance	Count	Percentage	City of High School Attendance Cont.	Count	Percentage
Arcadia	6	10.9%	Monrovia	7	12.7%
Alhambra	2	3.6%	Pasadena	4	7.3%
Azusa	1	1.8%	Pomona	1	1.8%
Baldwin Park	1	1.8%	South Pasadena	1	1.8%
Basset	1	1.8%	West Covina	2	3.6%
Duarte	2	3.6%	San Bernardino County	2	3.6%
El Monte	4	7.3%	Orange County	1	1.8%
La Canada Flintridge	1	1.8%	Out of State	12	21.8%
Los Angeles City	5	9.1%	Refuse	2	3.6%
			Total	55	

DATA TABLES

Last Employed	Count	Percentage
Currently employed	1	1.8%
Less than 6 months ago	4	7.3%
6 months-1 year ago	2	3.6%
1-3 years ago	12	21.8%
3-5 years ago	12	21.8%
5+ years ago	19	34.6%
Refuse	5	9.1%
Total	55	

Receiving Income	Count	Percentage
Yes	23	41.8%
No	31	56.4%
Refuse	1	1.8%
Total	55	

Source of Income	Count	Percentage
Employment / Earned Income	1	1.8%
General Relief	7	12.7%
Inheritance	1	1.8%
Social Security Disability Income (SSDI)	5	9.1%
Social Security Retirement	1	1.8%
Supplemental Security Income (SSI)	7	12.7%
VA Pension	1	1.8%
None	30	54.6%
Refuse	2	3.6%
Total	55	

DATA TABLES

Gross Monthly Income	Count	Percentage
\$0	30	54.6%
\$1-\$500	9	16.4%
\$501-\$1000	6	10.9%
\$1001+	5	9.1%
Refuse	5	9.1%
Total	55	

Health Insurance	Count	Percentage
Yes	41	74.6%
No	12	21.8%
Refuse	2	3.6%
Total	55	

Type of Health Insurance	Count	Percentage
MediCal	37	86.1%
Private Pay	3	7.0%
Refuse	3	7.0%
Total	43	

Receiving CalFresh	Count	Percentage
Yes	19	34.6%
No	34	61.8%
Refuse	2	3.6%
Total	55	

Permanent Disability or Health Condition	Count	Percentage
Yes	24	43.6%
No	29	52.7%
Refuse	2	3.6%
Total	55	

DATA TABLES

Struggle with Mental Health	Count	Percentage
Yes	22	40.0%
No	31	56.4%
Refuse	2	3.6%
Total	55	

Do you want to continue to be homeless?	Count	Percentage
Yes	6	10.9%
No	46	83.6%
Refuse	3	5.5%
Total	55	

Struggle with Drugs or Alcohol	Count	Percentage
Yes, alcohol	4	7.3%
Yes, drugs	4	7.3%
Yes, both	11	20.0%
No	34	61.8%
Refuse	2	3.6%
Total	55	

Interested in Services & Resources	Count	Percentage
Yes	45	81.8%
No	8	14.6%
Refuse	2	3.6%
Total	55	

If Arcadia had a shelter, would you use it?	Count	Percentage
Yes	34	61.8%
No	18	32.7%
Refuse	3	5.5%
Total	55	

DATA TABLES

Interested in shelters outside of Arcadia	Count	Percentage
Yes	18	32.7%
No, I don't want services	10	18.2%
No, I don't want to follow the rules	4	7.3%
No, shelters are too far	5	9.1%
No, they are not safe	13	23.6%
Refuse	5	9.1%
Total	55	

Pet Owner	Count	Percentage
Yes	6	10.9%
No	46	83.6%
Refuse	3	5.5%
Total	55	

Victim of Domestic Violence	Count	Percentage
Yes	20	36.4%
No	33	60.0%
Refuse	2	3.6%
Total	55	

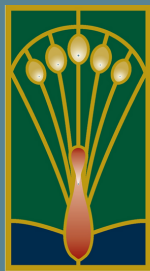
Unsheltered with Children	Count	Percentage
No	54	98.2%
Refuse	1	1.8%
Total	55	

DATA TABLES

Life Event or Series of Events that Lead to Homelessness	Count	Percentage
Provided Answer (See below)	51	92.7%
Refuse	4	7.3%
Total	55	

- Lost job and could not pay for storage unit. I lost all my tools and was unable to work anymore.
- Kicked out by my mother when young.
- Had to take care of my father and mother when they became sick, so I was unable to work during that time. I ended up getting in an accident and ran into some legal issues.
- Arrested and did jail time.
- Lost touch with fiancée while backpacking through the United States.
- Arrested.
- Family situation and finances.
- Mother and sister put a restraining order on me.
- Relationship ended, so did life.
- It just happened.
- Attention.
- Depression.
- I got lost years and years ago.
- Mother passed away.
- Arrested.
- Issues with family.
- People in my life did not want me around.
- Wife passed away. Then I was injured and was unable to work. I lost job.
- Lost job and then had financial challenges.
- Arrested and went to prison.
- Fights with roommates.
- I got lied to - there is a conspiracy out there.
- A bunch of negative things happening in my life.
- People.
- Came from Honduras and could not find work.
- "The devil is real and he didn't like me cause I love God".

- Home fire.
- Mixed with the wrong crowd and had nowhere to go so I left Oklahoma.
- DUI
- Was injured and unable to work. I lost job and then lost the house.
- Moved out to live with my mother and then my mother passed away. I lost the house.
- Spiritual walk.
- Not having any skills/drugs.
- Cheated out of rent and lost my living situation. My mother passed away and then I lost my job.
- Divorced, became sick, lost job and home.
- Prison time.
- Lost job due to COVID-19.
- Issues with family.
- Lost the house and then sent to prison.
- Injured my back and was unable to work.
- Mother passed away. Arrested and went to prison.
- Kicked out by my mother.
- Mother passed away.
- Arrested and did time in prison.
- Injured and was unable to work.
- I was in foster care. I do not have family that can support me.
- Daughter passed away.
- Currently helping out my mother who is also homeless. I lost my military benefits.
- Divorced and was sent to the streets by ex without the kids.
- I wanted to learn.
- Evicted.



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ARCADIA

City of Arcadia Homeless Census 2021

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Tiny & Transitional Shelters Report

City of Arcadia



Introduction

From October - December 2021, the City of Arcadia interviewed 12 Southern Californian tiny and transitional shelter communities to inquire about their experiences and outcomes. For each location, City staff spoke both the sites' service providers and local government officials. Service providers were asked 24 questions and local government officials were asked 12 questions.

Questions for Service Providers

1. How many tiny homes do you have on site?
2. How many beds do you have on site?
3. Do you allow couples or only individuals?
4. What is the average duration of an individual's stay?
5. How many individuals move on to permanent housing versus returning to the streets?
6. What type of security do you have, if any?
7. Do you have a curfew?
8. How many response calls do you make to PD/Fire?
9. Do you require sobriety?
10. Do you offer lockers for people to store their paraphernalia?
11. How many people OD?
12. Do you offer Narcan?
13. What happens if people do not follow or break the rules?
14. Are wraparound services provided?
15. If you offer wraparound services, what ones do you offer? (i.e. job training)
16. What are your qualifications for entry?
17. Who gets priority? (i.e. locals)
18. What are your proximity rules around the site?
19. Do you have issues with loitering?
20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)
21. Was there neighborhood involvement?
22. Do residents complain or do you receive push back?
23. Do you consider your shelter to be successful?
24. How do you define success?

Questions for Local Governments

1. What was the process for getting the tiny shelters established?
2. How did you prepare your community?
3. How did you select your location?
4. How many shelters do you have on site and how did you arrive at that number?
5. How many individuals are local? How do you define local?
6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?
7. Do you consider your shelter to be successful?
8. How do you define success?
9. Does the city council and the community think it is successful?
10. What were the biggest challenges?
11. If you had the opportunity, would you build the shelter again?
12. Do you have any advice or lessons learned in this process?

Baldwin Park - Esperanza Villa



General Information

- **Service provider:** Volunteers of America
- **Local government:** City of Baldwin Park
- **Location:** Industrial/Freeway
- **Operational at the time of inquiry:** No

Local Government Representative

1. **What was the process for getting the tiny shelters established?** No response
2. **How did you prepare your community?** No response
3. **How did you select your location?** No response
4. **How many shelters do you have on site and how did you arrive at that number?** No response
5. **How many individuals are local? How do you define local?** No response
6. **How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** No response
7. **Do you consider your shelter to be successful?** No response
8. **How do you define success?** No response
9. **Does the city council and the community think it is successful?** No response
10. **What were the biggest challenges?** No response
11. **If you had the opportunity, would you build the shelter again?** No response
12. **Do you have any advice or lessons learned in this process?** No response

Baldwin Park - Esperanza Villa Continued



Service Provider Representative

1. How many tiny homes do you have on site? 25
2. How many beds do you have on site? 25
3. Do you allow couples or only individuals? Individuals, couples are separated
4. What is the average duration of an individual's stay? TBD, goal is 90 days
5. How many individuals move on to permanent housing versus returning to the streets? TBD
6. What type of security do you have, if any? Private security
7. Do you have a curfew? Yes, with exceptions for employment
8. How many response calls do you make to PD/Fire? TBD
9. Do you require sobriety? No, low barrier/Housing First
10. Do you offer lockers for people to store their paraphernalia? TBD
11. How many people OD? TBD
12. Do you offer Narcan? TBD
13. What happens if people do not follow or break the rules? Addressed in case management. Removed if violent.
14. Are wraparound services provided? Yes
15. If you offer wraparound services, what ones do you offer? (i.e. job training) Substance abuse, employment, health care/dental, and legal services
16. What are your qualifications for entry? Unsheltered, adult individual
17. Who gets priority? (i.e. locals) Locals first, but open to all
18. What are your proximity rules around the site? No loitering. Loiters will be given referrals to services
19. Do you have issues with loitering? TBD
20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs) TBD
21. Was there neighborhood involvement? Shelter utilizes community in a volunteer capacity.
22. Do residents complain or do you receive push back?
23. Do you consider your shelter to be successful? TBD
24. How do you define success? Building rapport with shelter residents and meeting their interests and needs.

Eagle Rock



General Information

- **Service provider:** Union Station Homeless Services
- **Local government:** Councilmember Kevin De Leon
- **Location:** Freeway/next to a park
- **Operational at the time of inquiry:** No

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** Location was identified by the community and they pushed for a homeless shelter.
- 2. How did you prepare your community?** Community forums, but most of the community was already on board.
- 3. How did you select your location?** The community selected the location. It was a location that was removed from the residential area.
- 4. How many shelters do you have on site and how did you arrive at that number?** 47 shelters, 93 beds. Location specific maximums and fire code.
- 5. How many individuals are local? How do you define local?** LAHSA said the site needed to use the Coordinated Entry System, but they pushed back on it to try to serve the local community first. High school information and whether or not they have family in the area are used to identify locals.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** It's pretty quiet, nothing crazy.
- 7. Do you consider your shelter to be successful?** TBD
- 8. How do you define success?** Success is how many people are off the streets and how good your outreach is.
- 9. Does the city council and the community think it is successful?** TBD
- 10. What were the biggest challenges?** TBD
- 11. If you had the opportunity, would you build the shelter again?** Yes, of course.
- 12. Do you have any advice or lessons learned in this process?** Get your service provider on board early and structure your operator contract to have community engagement staff included.

Eagle Rock Continued



Service Provider Representative

1. How many tiny homes do you have on site? 47
2. How many beds do you have on site? 93
3. Do you allow couples or only individuals? Both
4. What is the average duration of an individual's stay? TBD, goal is 90 days
5. How many individuals move on to permanent housing versus returning to the streets? TBD. County advises 90 days as the goal.
6. What type of security do you have? RA (overnight staff) and private security are onsite at night. 8 people on site every night.
7. Do you have a curfew? No curfew established. Residents follow the "How to be a good neighbor policy".
8. How many response calls do you make to PD/Fire? TBD
9. Do you require sobriety? No, low barrier/Housing First. Sobriety and recreational use is addressed in case management.
10. Do you offer lockers for people to store their paraphernalia? Yes, amnesty lockers are outside of the facility, but illegal items are not allowed, Guns, knives, mace, and other self-defense items are allowed in lockers.
11. How many people OD? TBD
12. Do you offer Narcan? Yes, both injection and nasal spray.
13. What happens if people do not follow or break the rules? Individuals sign a contract upon entry. Most infractions are handled with conversations by case managers, but if the issues are severe they are asked to leave.
14. Are wraparound services provided? Yes
15. If you offer wraparound services, what ones do you offer? (i.e. job training) Care coordinators create an individualized case plan. These plans include priorities such as increasing incomes, sobriety programs, legal programs, job training, education programs, and medical insurance. Site will utilize a program called Sources Career Development.
16. What are your qualifications for entry? Individuals must be from that community and unhoused.
17. Who gets priority? (i.e. locals) Local community comes first. Individuals must have been contacted by a local outreach group before applying.
18. What are your proximity rules around the site? TBD
19. Do you have issues with loitering? TBD
20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs) None, this shelter is very flexible since they utilize a Housing First platform.
21. Was there neighborhood involvement? Yes, the Eagle Rock Council, Homeless and Housing subcommittee, and SELAH all perform outreach and provide support.
22. Do residents complain or do you receive push back? When we first started, there was some push back, but we were able to bring people together with community forums and meetings. Community accepted the project once they were informed.
23. Do you consider your shelter to be successful? TBD
24. How do you define success? Success will be if people are safe, trust is established, and we build community. If all residents can move on within a year to permanent housing that would be a success. A good service provider is key, someone who has experience guiding individuals to success, not just kicking them out.

Echo Park - Alvarado



General Information

- **Service provider:** Urban Alchemy
- **Local government:** Councilmember Mitch O'Farrell
- **Location:** Business/Residential
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** The shelter company was brought in to present to the City and even brought 6 examples of the tiny shelters. Construction took about 3-6 months. The project focused on moving forward regardless of pushback.
- 2. How did you prepare your community?** Working with a service provider that has experience running tiny shelters already helped the community feel more comfortable. Questions were filtered through the service provider rather than the Councilmember's office and LAHSA came to help inform the community at meetings. Tours of the facilities also helped.
- 3. How did you select your location?** Echo Park is land poor, so it was decided to lease space for the Alvarado shelter as a short term option. The current lease is only a three years.
- 4. How many shelters do you have on site and how did you arrive at that number?** 35 regular and 3 ADA shelters for a total of 38 shelters. The number was decided by fire code and the Planning Department. While single occupancy wasn't the goal, it is nice to have individual shelters for the LGBTQA population.
- 5. How many individuals are local? How do you define local?** Targeted outreach teams from service provider deploy into the community, specifically selected hot spots, to become familiar with the individuals of the area.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** Very few calls to PD and Fire, as the service provider handles most situations. Resources were allocated to ensure that the surrounding area was protected and there were no tents popping up outside of the shelter.
- 7. Do you consider your shelter to be successful?** Yes, the neighbors' fears have not come to fruition and client feedback has been very positive. The average duration of stay is 6-9 months before residents are transitioned to permanent housing.
- 8. How do you define success?** Success is offering an interim step between the streets and permanent housing to help with client acclimation.
- 9. Does the city council and the community think it is successful?** They are anticipating the yearly report and statistics, which are not yet available. Overall, there have not been that many complaints since it opened.
- 10. What were the biggest challenges?** Acquiring land for the site.
- 11. If you had the opportunity, would you build the shelter again?** Yes, we are actually setting up a second shelter right now.
- 12. Do you have any advice or lessons learned in this process?** Work with LAHSA and select a good service provider early on to help with the resident questions and complaints. Communicate with PD and Fire to discuss possible increase in patrol or services for the area.

Echo Park - Alvarado Continued



Service Provider Representative

- 1. How many tiny homes do you have on site?** 35 plus 3 ADA
- 2. How many beds do you have on site?** 73
- 3. Do you allow couples or only individuals?** Both
- 4. What is the average duration of an individual's stay?** 6-9 months. The shelter is a safe place to wait for permanent housing.
- 5. How many individuals move on to permanent housing versus returning to the streets?** 25 of 200 moved to interim housing and 2-4 moved to permanent housing. 54 have returned to the streets because of COVID guidelines (testing), not following the rules, or because of no available housing options.
- 6. What type of security do you have?** Shelter does not have additional security or armed guards, just the service providers and practitioners. 90% of Urban Alchemy employees are ex-long term offenders and that goes against their goal. The idea is to give the employees real life job experience and to exercise de-escalation.
- 7. Do you have a curfew?** No, low barrier shelter.
- 8. How many response calls do you make to PD/Fire?** No, not unless there is a medical experience.
- 9. Do you require sobriety?** No, low barrier/Housing First
- 10. Do you offer lockers for people to store their paraphernalia?** No amnesty lockers, but they do have storage that is managed by staff.
- 11. How many people OD?** None, because we have a safety program.
- 12. Do you offer Narcan?** Yes. Additionally, testing strips are available to ensure drugs aren't laced with fentanyl.
- 13. What happens if people do not follow or break the rules?** The biggest rule to break is being a danger to yourself or others. Care coordinators check in with residents and write up as needed. If it is serious issue, they will reach out to community partners who may be a better help. About 3 people every 2 months are exited.
- 14. Are wraparound services provided?** No, our care coordinators partner with service providers or their existing case managers who come on-site to help.
- 15. If you offer wraparound services, what ones do you offer? (i.e. job training)** Not applicable
- 16. What are your qualifications for entry?** Being unhoused and local are the only qualifications.
- 17. Who gets priority? (i.e. locals)** Locals are given priority and are located by Healthcare Information and Management Systems Society (HIMMS) and Councilmembers' outreach teams.
- 18. What are your proximity rules around the site?** None. We don't have any signage.
- 19. Do you have issues with loitering?** Small issues, but not a lot.
- 20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** No, we are low barrier so there aren't many people not wanting to live here. We try to foster relationships with clients to keep them happy.
- 21. Was there neighborhood involvement?** Moderate. We have a point person for the neighborhood who takes citizen calls and complaints.
- 22. Do residents complain or do you receive push back?** We did 3 months of outreach to the community prior to opening.
- 23. Do you consider your shelter to be successful?** Yes
- 24. How do you define success?** Establishing safety, making personal progress, and providing as much support as we can. We just opened another shelter, so that is a metric of our success. Using the housing metric as a measure of success is flawed because there aren't enough places to transition them to. The housing shortage makes this difficult.

Highland Park - Arroyo Seco



General Information

- **Service provider:** Hope of the Valley
- **Local government:** Councilmember Kevin De Leon
- **Location:** Residential/Freeway
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** We selected the site and then informed the community.
- 2. How did you prepare your community?** Since the location was removed from the rest of the area, push back was minimal. We selected our service provider very early and had an open house day.
- 3. How did you select your location?** The location was an asphalt section closed in the 80's which was abandoned. Utility infrastructure was very important in selecting the site.
- 4. How many shelters do you have on site and how did you arrive at that number?** 115 units, 224 beds. This number was derived from to the location specific maximums and fire code. It is a long and narrow site, so the tiny shelters were turned to have the door away from the fire lane to fit more homes.
- 5. How many individuals are local? How do you define local?** LAHSA said the site needed to use the Coordinated Entry System, but they pushed back on it to try to serve the local community first. High school information and whether or not they have family in the area are used to identify locals.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** It's pretty quiet, nothing crazy. There was a bridge nearby with poor lighting, so we proactively lit the area to make it safer.
- 7. Do you consider your shelter to be successful?** Yes, but we are not full yet since we are having issues with staffing through the service provider.
- 8. How do you define success?** How many people are off the streets and how good your outreach is.
- 9. Does the city council and the community think it is successful?** Yes, we have seen a large decrease in individuals on the street and the community has noticed.
- 10. What were the biggest challenges?** We had some construction issues. Make sure to establish relationships with the community leaders.
- 11. If you had the opportunity, would you build the shelter again?** Yes, of course.
- 12. Do you have any advice or lessons learned in this process?** Get your service provider on board early and structure your operator contract to have community engagement staff included.

Highland Park - Arroyo Seco



Service Provider Representative

1. How many tiny homes do you have on site? 115

2. How many beds do you have on site? 224

3. Do you allow couples or only individuals? Both

4. What is the average duration of an individual's stay? Goal is 6-9 months

5. How many individuals move on to permanent housing versus returning to the streets? Not available

6. What type of security do you have? Private security company. Security is responsible for screening those entry, issuing/monitoring lockers, conducting safety checks, supporting with crisis de-escalation, calling emergency responders, monitoring emergency exits and ensuring that folks are not bringing any contraband.

7. Do you have a curfew? No, but we encourage everyone to be in by 10pm. After this time, those not present are marked as 'absent'. Participants may be exited if they have four consecutive absences.

8. How many response calls do you make to PD/Fire? 3-5 calls a month., primarily for medical attention.

9. Do you require sobriety? No, low barrier/Housing First. However, they are not allowed to bring in alcohol, drugs, drug paraphernalia or weapons on-site.

10. Do you offer lockers for people to store their paraphernalia? Yes, Lockers are stationed by security.

11. How many people OD? Not available

12. Do you offer Narcan? Yes

13. What happens if people do not follow or break the rules? We develop a support plan outlining expectations which serves as an intervention to review program guidelines. Any egregious incidents that place someone at risk are grounds for immediate exit. Folks will be provided alternative shelter resources if exited.

14. Are wraparound services provided? Yes

15. If you offer wraparound services, what ones do you offer? (i.e. job training) Case management, employment, and housing navigation are offered internally by staff. Substance use, mental health, physical health, and benefit enrollment are offered through partnerships with county agencies and community partners

16. What are your qualifications for entry? Individuals need to have a history experiencing homelessness within a 3 mile radius (catchment area) of the site. No additional qualifications are needed.

17. Who gets priority? (i.e. locals) Those living within 500 feet of freeway, 65+ years, or COVID vulnerable

18. What are your proximity rules around the site? No loitering around/outside the facility.

19. Do you have issues with loitering? Sites located near a park experience less loitering than sites that don't have external public areas.

20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)

Adjusting to a structured setting with guidelines, not allowing substances inside the facility, having to be searched by security guard every time you enter the facility and complying with quarantine guidelines.

21. Was there neighborhood involvement? We were not part of the development phase of the projects and have limited knowledge of community involvement prior to the sites opening.

22. Do residents complain or do you receive push back? Before sites open, there is concern that shelters cause an influx of persons experiencing homelessness, community violence, theft, vandalism, encampments, and drug use. After opening, we receive concerns regarding loitering, increase in trash, and limited parking.

23. Do you consider your shelter to be successful? Yes

24. How do you define success? Success is being able to move people off of the streets and begin working on achieving housing and personal stability. Our success is measured by achieving our mission to prevent, reduce and eliminate poverty, hunger and homelessness.

North Hollywood - Alexandria Park



General Information

- **Service provider:** Hope of the Valley
- **Local government:** Councilmember Paul Krekorian
- **Location:** Business/Freeway
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** There was a proposal for tiny shelters presented in July 2020.
- 2. How did you prepare your community?** We hosted district council meetings and open houses at various sites. We showed residents the homelessness count in immediate vicinity of where they live and explained that "these are your people". We also introduced the "catchment map" and "special enforcement zones" for these areas where there is scheduled cleaning in these areas on a normal basis. These cleaning zones went into effect after a month of a village's implementation.
- 3. How did you select your location?** We looked at locations that already had a homeless population and where the homeless count is high. This is what helped to create their catchment zones.
- 4. How many shelters do you have on site and how did you arrive at that number?** 103 units, 200 beds. Number was determined according to the catchment zone for that specific area in the district.
- 5. How many individuals are local? How do you define local?** Personas are considered local if they have been in the area in the last six months. We did not want to create a draw from others outside the area.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** Minimal response calls made to PD/Fire at or near the tiny shelter villages. Most calls medical emergency related - example: diabetes, underlying health issues. One death due to natural cause in August 2021.
- 7. Do you consider your shelter to be successful?** Considers it a work in progress. Successful in the fact that it provides stability. People tend to bounce out of housing a lot. Once they are back out on the streets, they tend to return to the village.
- 8. How do you define success?** Getting individuals into housing, connecting individual to resources they need, and the amount of success stories we hear.
- 9. Does the city council and the community think it is successful?** Yes, overall, all groups believe it is successful. A large population of the community believes its successful and advocates for it because they benefit from it (e.g., special enforcement zones). There are a lot of success stories to share.
- 10. What were the biggest challenges?** Bed abandonment is a challenge and is the number one reason an individual exits the program and is more prevalent in substance abusers. It is important to understand that it doesn't always "stick" the first time. It can take several times for an individual to feel comfortable with staying at the shelter. You must be mindful and give people the time to acclimate, understanding it can be overwhelming.
- 11. If you had the opportunity, would you build the shelter again?** Yes
- 12. Do you have any advice or lessons learned in this process?** Be clear in your goal of providing shelter for persons experiencing homelessness and stick with it. Designs and details can change, but the end goal should remain constant. Communicate with the residents in the surrounding area.

North Hollywood - Alexandria Park



Service Provider Representative

1. **How many tiny homes do you have on site?** 103
2. **How many beds do you have on site?** 200
3. **Do you allow couples or only individuals?** Both
4. **What is the average duration of an individual's stay?** Goal is 6-9 months
5. **How many individuals move on to permanent housing versus returning to the streets?** Not available
6. **What type of security do you have?** Private security company. Security is responsible for screening those entry, issuing/monitoring lockers, conducting safety checks, supporting with crisis de-escalation, calling emergency responders, monitoring emergency exits and ensuring that folks are not bringing any contraband.
7. **Do you have a curfew?** No, but we encourage everyone to be in by 10pm. After this time, those not present are marked as 'absent'. Participants may be exited if they have four consecutive absences.
8. **How many response calls do you make to PD/Fire?** 3-5 calls a month., primarily for medical attention.
9. **Do you require sobriety?** No, low barrier/Housing First. However, they are not allowed to bring in alcohol, drugs, drug paraphernalia or weapons on-site.
10. **Do you offer lockers for people to store their paraphernalia?** Yes, Lockers are stationed by security.
11. **How many people OD?** Not available
12. **Do you offer Narcan?** Yes
13. **What happens if people do not follow or break the rules?** We develop a support plan outlining expectations which serves as an intervention to review program guidelines. Any egregious incidents that place someone at risk are grounds for immediate exit. Folks will be provided alternative shelter resources if exited.
14. **Are wraparound services provided?** Yes
15. **If you offer wraparound services, what ones do you offer? (i.e. job training)** Case management, employment, and housing navigation are offered internally by staff. Substance use, mental health, physical health, and benefit enrollment are offered through partnerships with county agencies and community partners
16. **What are your qualifications for entry?** Individuals need to have a history experiencing homelessness within a 3 mile radius (catchment area) of the site. No additional qualifications are needed.
17. **Who gets priority? (i.e. locals)** Those living within 500 feet of freeway, 65+ years, or COVID vulnerable
18. **What are your proximity rules around the site?** No loitering around/outside the facility.
19. **Do you have issues with loitering?** Sites located near a park experience less loitering than sites that don't have external public areas.
20. **What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** Adjusting to a structured setting with guidelines, not allowing substances inside the facility, having to be searched by security guard every time you enter the facility and complying with quarantine guidelines.
21. **Was there neighborhood involvement?** We were not part of the development phase of the projects and have limited knowledge of community involvement prior to the sites opening.
22. **Do residents complain or do you receive push back?** Before sites open, there is concern that shelters cause an influx of persons experiencing homelessness, community violence, theft, vandalism, encampments, and drug use. After opening, we receive concerns regarding loitering, increase in trash, and limited parking.
23. **Do you consider your shelter to be successful?** Yes
24. **How do you define success?** Success is being able to move people off of the streets and begin working on achieving housing and personal stability. Our success is measured by achieving our mission to prevent, reduce and eliminate poverty, hunger and homelessness.

North Hollywood - Chandler Boulevard



General Information

- **Service provider:** Hope of the Valley
- **Local government:** Councilmember Paul Krekorian
- **Location:** Business/Freeway/next to a park
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** There was a proposal for tiny shelters presented in July 2020.
- 2. How did you prepare your community?** We hosted district council meetings and open houses at various sites. We showed residents the homelessness count in immediate vicinity of where they live and explained that "these are your people". We also introduced the "catchment map" and "special enforcement zones" for these areas where there is scheduled cleaning in these areas on a normal basis. These cleaning zones went into effect after a month of a village's implementation.
- 3. How did you select your location?** We looked at locations that already had a homeless population and where the homeless count is high. This is what helped to create their catchment zones.
- 4. How many shelters do you have on site and how did you arrive at that number?** 39 units, 75 beds. Number was determined according to the catchment zone for that specific area in the district.
- 5. How many individuals are local? How do you define local?** Personas are considered local if they have been in the area in the last six months. We did not want to create a draw from others outside the area.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** Minimal response calls made to PD/Fire at or near the tiny shelter villages. Most calls medical emergency related - example: diabetes, underlying health issues. Within one year, 15 medical related calls.
- 7. Do you consider your shelter to be successful?** Considers it a work in progress. Successful in the fact that it provides stability. People tend to bounce out of housing a lot. Once they are back out on the streets, they tend to return to the village.
- 8. How do you define success?** Getting individuals into housing, connecting individual to resources they need, and the amount of success stories we hear.
- 9. Does the city council and the community think it is successful?** Yes, overall, all groups believe it is successful. A large population of the community believes its successful and advocates for it because they benefit from it (e.g., special enforcement zones). There are a lot of success stories to share.
- 10. What were the biggest challenges?** Bed abandonment is a challenge and is the number one reason an individual exits the program and is more prevalent in substance abusers. It is important to understand that it doesn't always "stick" the first time. It can take several times for an individual to feel comfortable with staying at the shelter. You must be mindful and give people the time to acclimate, understanding it can be overwhelming.
- 11. If you had the opportunity, would you build the shelter again?** Yes
- 12. Do you have any advice or lessons learned in this process?** Be clear in your goal of providing shelter for persons experiencing homelessness and stick with it. Designs and details can change, but the end goal should remain constant. Communicate with the residents in the surrounding area.

North Hollywood - Chandler Boulevard



Service Provider Representative

1. How many tiny homes do you have on site? 39

2. How many beds do you have on site? 75

3. Do you allow couples or only individuals? Both

4. What is the average duration of an individual's stay? Goal is 6-9 months

5. How many individuals move on to permanent housing versus returning to the streets? Not available

6. What type of security do you have? Private security company. Security is responsible for screening those entry, issuing/monitoring lockers, conducting safety checks, supporting with crisis de-escalation, calling emergency responders, monitoring emergency exits and ensuring that folks are not bringing any contraband.

7. Do you have a curfew? No, but we encourage everyone to be in by 10pm. After this time, those not present are marked as 'absent'. Participants may be exited if they have four consecutive absences.

8. How many response calls do you make to PD/Fire? 3-5 calls a month., primarily for medical attention.

9. Do you require sobriety? No, low barrier/Housing First. However, they are not allowed to bring in alcohol, drugs, drug paraphernalia or weapons on-site.

10. Do you offer lockers for people to store their paraphernalia? Yes, Lockers are stationed by security.

11. How many people OD? Not available

12. Do you offer Narcan? Yes

13. What happens if people do not follow or break the rules? We develop a support plan outlining expectations which serves as an intervention to review program guidelines. Any egregious incidents that place someone at risk are grounds for immediate exit. Folks will be provided alternative shelter resources if exited.

14. Are wraparound services provided? Yes

15. If you offer wraparound services, what ones do you offer? (i.e. job training) Case management, employment, and housing navigation are offered internally by staff. Substance use, mental health, physical health, and benefit enrollment are offered through partnerships with county agencies and community partners

16. What are your qualifications for entry? Individuals need to have a history experiencing homelessness within a 3 mile radius (catchment area) of the site. No additional qualifications are needed.

17. Who gets priority? (i.e. locals) Those living within 500 feet of freeway, 65+ years, or COVID vulnerable

18. What are your proximity rules around the site? No loitering around/outside the facility.

19. Do you have issues with loitering? Sites located near a park experience less loitering than sites that don't have external public areas.

20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)

Adjusting to a structured setting with guidelines, not allowing substances inside the facility, having to be searched by security guard every time you enter the facility and complying with quarantine guidelines.

21. Was there neighborhood involvement? We were not part of the development phase of the projects and have limited knowledge of community involvement prior to the sites opening.

22. Do residents complain or do you receive push back? Before sites open, there is concern that shelters cause an influx of persons experiencing homelessness, community violence, theft, vandalism, encampments, and drug use. After opening, we receive concerns regarding loitering, increase in trash, and limited parking.

23. Do you consider your shelter to be successful? Yes

24. How do you define success? Success is being able to move people off of the streets and begin working on achieving housing and personal stability. Our success is measured by achieving our mission to prevent, reduce and eliminate poverty, hunger and homelessness.

North Hollywood - Whitsett West



General Information

- **Service provider:** Hope of the Valley
- **Local government:** Councilmember Paul Krekorian
- **Location:** Industrial/Freeway
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** There was a proposal for tiny shelters presented in July 2020.
- 2. How did you prepare your community?** We hosted district council meetings and open houses at various sites. We showed residents the homelessness count in immediate vicinity of where they live and explained that "these are your people". We also introduced the "catchment map" and "special enforcement zones" for these areas where there is scheduled cleaning in these areas on a normal basis. These cleaning zones went into effect after a month of a village's implementation.
- 3. How did you select your location?** We looked at locations that already had a homeless population and where the homeless count is high. This is what helped to create their catchment zones.
- 4. How many shelters do you have on site and how did you arrive at that number?** 77 units, 150 beds. Number was determined according to the catchment zone for that specific area in the district.
- 5. How many individuals are local? How do you define local?** Personas are considered local if they have been in the area in the last six months. We did not want to create a draw from others outside the area.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** Minimal response calls made to PD/Fire at or near the tiny shelter villages. Most calls medical emergency related - example: diabetes, underlying health issues. Crime has actually gone down in the surrounding area since the village was established.
- 7. Do you consider your shelter to be successful?** Considers it a work in progress. Successful in the fact that it provides stability. People tend to bounce out of housing a lot. Once they are back out on the streets, they tend to return to the village.
- 8. How do you define success?** Getting individuals into housing, connecting individual to resources they need, and the amount of success stories we hear.
- 9. Does the city council and the community think it is successful?** Yes, overall, all groups believe it is successful. A large population of the community believes it is successful and advocates for it because they benefit from it (e.g., special enforcement zones). There are a lot of success stories to share.
- 10. What were the biggest challenges?** Bed abandonment is a challenge and is the number one reason an individual exits the program and is more prevalent in substance abusers. It is important to understand that it doesn't always "stick" the first time. It can take several times for an individual to feel comfortable with staying at the shelter. You must be mindful and give people the time to acclimate, understanding it can be overwhelming.
- 11. If you had the opportunity, would you build the shelter again?** Yes
- 12. Do you have any advice or lessons learned in this process?** Be clear in your goal of providing shelter for persons experiencing homelessness and stick with it. Designs and details can change, but the end goal should remain constant. Communicate with the residents in the surrounding area.

North Hollywood - Whitsett West



Service Provider Representative

- 1. How many tiny homes do you have on site?** 39
- 2. How many beds do you have on site?** 150
- 3. Do you allow couples or only individuals?** Both
- 4. What is the average duration of an individual's stay?** Goal is 6-9 months
- 5. How many individuals move on to permanent housing versus returning to the streets?** Not available
- 6. What type of security do you have?** Private security company. Security is responsible for screening those entry, issuing/monitoring lockers, conducting safety checks, supporting with crisis de-escalation, calling emergency responders, monitoring emergency exits and ensuring that folks are not bringing any contraband.
- 7. Do you have a curfew?** No, but we encourage everyone to be in by 10pm. After this time, those not present are marked as 'absent'. Participants may be exited if they have four consecutive absences.
- 8. How many response calls do you make to PD/Fire?** 3-5 calls a month., primarily for medical attention.
- 9. Do you require sobriety?** No, low barrier/Housing First. However, they are not allowed to bring in alcohol, drugs, drug paraphernalia or weapons on-site.
- 10. Do you offer lockers for people to store their paraphernalia?** Yes, Lockers are stationed by security.
- 11. How many people OD?** Not available
- 12. Do you offer Narcan?** Yes
- 13. What happens if people do not follow or break the rules?** We develop a support plan outlining expectations which serves as an intervention to review program guidelines. Any egregious incidents that place someone at risk are grounds for immediate exit. Folks will be provided alternative shelter resources if exited.
- 14. Are wraparound services provided?** Yes
- 15. If you offer wraparound services, what ones do you offer? (i.e. job training)** Case management, employment, and housing navigation are offered internally by staff. Substance use, mental health, physical health, and benefit enrollment are offered through partnerships with county agencies and community partners
- 16. What are your qualifications for entry?** Individuals need to have a history experiencing homelessness within a 3 mile radius (catchment area) of the site. No additional qualifications are needed.
- 17. Who gets priority? (i.e. locals)** Those living within 500 feet of freeway, 65+ years, or COVID vulnerable
- 18. What are your proximity rules around the site?** No loitering around/outside the facility.
- 19. Do you have issues with loitering?** Sites located near a park experience less loitering than sites that don't have external public areas.
- 20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** Adjusting to a structured setting with guidelines, not allowing substances inside the facility, having to be searched by security guard every time you enter the facility and complying with quarantine guidelines.
- 21. Was there neighborhood involvement?** We were not part of the development phase of the projects and have limited knowledge of community involvement prior to the sites opening.
- 22. Do residents complain or do you receive push back?** Before sites open, there is concern that shelters cause an influx of persons experiencing homelessness, community violence, theft, vandalism, encampments, and drug use. After opening, we receive concerns regarding loitering, increase in trash, and limited parking.
- 23. Do you consider your shelter to be successful?** Yes
- 24. How do you define success?** Success is being able to move people off of the streets and begin working on achieving housing and personal stability. Our success is measured by achieving our mission to prevent, reduce and eliminate poverty, hunger and homelessness.

Pomona Congregate Shelter



General Information

- **Service provider:** Volunteers of America
- **Local government:** City of Pomona
- **Location:** Industrial
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** A homeless advisory committee was formed which included elected officials, residents, homeless services providers, and individuals with lived experience. We also held a Lived Experience Summit where homeless individuals provided advise on what they would like or would like to see in a shelter.
- 2. How did you prepare your community?** We formed a homeless advisory committee to help.
- 3. How did you select your location?** The Planning Department provided areas approved for the shelter. They also looked at inherited properties from Redevelopment to assess which properties were best suited for rehab as a potential site.
- 4. How many shelters do you have on site and how did you arrive at that number?** Not available
- 5. How many individuals are local? How do you define local?** 40-50% are Pomona locals. You're "local" if you have lived/resided in Pomona for a year.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** Not available, mostly EMS/Mental health calls.
- 7. Do you consider your shelter to be successful?** Yes, but there is always room for improvement
- 8. How do you define success?** Helping participants have a safe and comfortable place to stay while waiting to be permanently housed.
- 9. Does the city council and the community think it is successful?** Mixed. There seems to be some confusion on the original intent of the shelter. Some residents think it's an emergency shelter.
- 10. What were the biggest challenges?** Working closely with service provider.
- 11. If you had the opportunity, would you build the shelter again?** Yes
- 12. Do you have any advice or lessons learned in this process?** Maybe set up a different type of shelter, such as tiny shelters. Congregate shelters are a large challenge due to the pandemic.

Pomona Congregate Shelter



Service Provider Representative

1. **How many tiny homes do you have on site?** 1
2. **How many beds do you have on site?** 200
3. **Do you allow couples or only individuals?** Individuals only
4. **What is the average duration of an individual's stay?** Under 90 days. 120 days is the expectation.
5. **How many individuals move on to permanent housing versus returning to the streets?** Not available
6. **What type of security do you have?** Private security 24/7 and hired monitors with security experience. Security guards entrances and exits, check bags, and make rounds. Monitors cover security during their breaks and observe activity in communal areas.
7. **Do you have a curfew?** Yes, 8pm with exceptions for visits and appointments requiring permission/notice
8. **How many response calls do you make to PD/Fire?** Not available
9. **Do you require sobriety?** No, low barrier/Housing First. Cannot use drugs at the site.
10. **Do you offer lockers for people to store their paraphernalia?** Yes, but not for illegal items.
11. **How many people OD?** Less than a hand full a year.
12. **Do you offer Narcan?** No, but we are working on it.
13. **What happens if people do not follow or break the rules?** Evaluate situation and increase wrap around services. If violent in nature, it is grounds for immediate dismissal.
14. **Are wraparound services provided?** Yes
15. **If you offer wraparound services, what ones do you offer? (i.e. job training)** Case management, medical, employment, substance abuse support, ID cards, transportation, and housing stability plan. Partners with additional service providers outside of Volunteers of America.
16. **What are your qualifications for entry?** Individual experiencing homelessness. Must be able to take care of their own minor medical concerns (change bandages, roll their own wheelchairs).
17. **Who gets priority? (i.e. locals)** No priority policy
18. **What are your proximity rules around the site?** No loitering.
19. **Do you have issues with loitering?** Not anymore. Business Watch Program and Police Department have helped.
20. **What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** None, low barrier/Housing First
21. **Was there neighborhood involvement?** Active volunteer population made of residents; 100 volunteers showed up day after thanksgiving after 2 shelter's call for help. Churches donate food and clothes. Monthly Pomona Continuum of Care Coalition; community residents are part of this group.
22. **Do residents complain or do you receive push back?** In the beginning, there was.
23. **Do you consider your shelter to be successful?** No response
24. **How do you define success?** No response

Redondo Beach



General Information

- **Service provider:** Harbor Interfaith
- **Local government:** City of Redondo Beach
- **Location:** Business
- **Operational at the time of inquiry:** Yes

Local Government Representative

1. What was the process for getting the tiny shelters established? Meetings with the County and a vote from our City Council to approve it and appropriate funding for it. Our Public Works department ordered the shelters, paved the ground, built the fence and assembled the shelters.

2. How did you prepare your community? There were a few council meetings where the city gave presentations and the community had the ability to comment. Each individual council member educated their respective constituents through various forms of communication.

3. How did you select your location? We provided four or five different locations to the council members during meetings, and they voted on the location. We thought about rotating the location every three months, but that is not what the Council voted for. It was originally going to be in its current location for six months, and then either terminated or moved to another location for another six months, but after the first six months, the City Council voted to keep it at its current location permanently. We tried to find locations that were as far away from residential zones as possible.

4. How many shelters do you have on site and how did you arrive at that number? We have 15. We did not want a large shelter that could potentially affect our residents' quality of life. We also took into consideration what our housing navigator informed us would be needed to more effectively house people.

5. How many individuals are local? How do you define local? All the residents of the shelter are local. That is one of the requirements we have to be eligible for the shelter.

6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter? Less than five. A couple of fights within the shelter, an employee had a situation with his vehicle, and a resident of the shelter needed medical aid.

7. Do you consider your shelter to be successful? Yes, although we are constantly trying to make it better.

8. How do you define success? 21 people have been permanently housed. All fifteen units remain occupied, giving a total of 36 people off the streets.

9. Does the city council and the community think it is successful? The City Council does. There has been an outpouring of support from the community and the Shelter receives numerous donations ranging from free weekly haircuts, refurbished laptops, a refrigerator, a microwave, food, clothing, hygiene kits, plants, door mats, cleaning supplies, vocational training, quilts, life coaching, interview skills training, counseling and computer skills training.

10. What were the biggest challenges? Getting it completed in time. The deadlines for the funding kept changing. We started the conversations with the County in September 2020, and had to have the shelter occupied by at least one person by December 28, 2020.

11. If you had the opportunity, would you build the shelter again? Absolutely.

12. Do you have any advice or lessons learned in this process? Set up a facility with 24 hour security, fencing around the facility to protect those at the shelter, and permanent plumbing. Using the same service provider the Redondo Beach Police contracted with for housing navigation made it a smooth transition.

Redondo Beach



Service Provider Representative

1. How many tiny homes do you have on site? 15

2. How many beds do you have on site? 15

3. Do you allow couples or only individuals? Both

4. What is the average duration of an individual's stay? Typical stay is 90 days – 6 months.

5. How many individuals move on to permanent housing versus returning to the streets? Since opening December 2020, 21 individuals have been moved to permanent housing. 3 people have returned to the streets

6. What type of security do you have? 1 security guard 24/7 by a company called Black Knight Patrol.

7. Do you have a curfew? Yes, a soft curfew. If people are working overnights, they can request an adjusted curfew. If an individual arrives at the facility after 10pm, they do not bar them from entering. If it is a recurring issue, case managers will follow up to see if there is a reason that they are returning to the shelter so late.

8. How many response calls do you make to PD/Fire? Since opening in December 2020, there have been 3 calls for PD and 20 calls for paramedics.

9. Do you require sobriety? No sobriety requirements, but drugs and alcohol are not allowed onsite. Residents use case management to lessen drug and alcohol usage.

10. Do you offer lockers for people to store their paraphernalia? No lockers offered.

11. How many people OD? None

12. Do you offer Narcan? Yes

13. What happens if people do not follow or break the rules? Issues with residents are handled through case management and personal conversations with staff whenever an incident occurs. Behavioral contracts can be implemented for individuals who are not following rules. Only in one case did someone break the behavioral contract and they were offered a transfer to another site; they declined.

14. Are wraparound services provided? Yes

15. If you offer wraparound services, what ones do you offer? (i.e. job training) Offered through outside referrals through the Department of Mental Health and other agencies. Some examples of services they have provided are assigning primary care doctors and resume building.

16. What are your qualifications for entry? Single adults. No dependents. Pets are allowed.

17. Who gets priority? (i.e. locals) Must be from Redondo Beach. They determine residency based off previous contact with outreach teams or identification.

18. What are your proximity rules around the site? No loitering.

19. Do you have issues with loitering? Redondo Beach has not had issues with camping outside of the tiny shelter. The shelter operates sanitation clean ups on Tuesdays around the site.

20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs) Low-barrier program. Pets are allowed with a full pet policy for everyone to sign.

21. Was there neighborhood involvement? The shelter receives donations of personal hygiene items and laundry detergent. Girl Scouts decorated welcome mats and planted flowers and other plants outside of each home to make them more welcoming. The faith community has offered a lot of support.

22. Do residents complain or do you receive push back? There is some push back, but overall there has been support. Redondo Beach's shelter operates as a "good neighbor". The shelter is responsive to even the smallest complaints.

23. Do you consider your shelter to be successful? Yes

24. How do you define success? The shelter is always full and has a waitlist for tiny homes. Since December 2020, Redondo Beach has permanently housed 21 of its tiny home residents. Teamwork of the staff and developing relationships with neighbors has made it a success.

Reseda - Cabin Community



General Information

- **Service provider:** Hope of the Valley
- **Local government:** Councilmember Bob Blumenfeld
- **Location:** Residential/Business
- **Operational at the time of inquiry:** Yes

Local Government Representative

1. What was the process for getting the tiny shelters established? A Community Action Team on Homelessness identified the local gaps in services, including the lack of shelter beds anywhere in the district. Once sites were chosen, the design and construction of the site began. The entire process from site identification to opening day was less than a year.

2. How did you prepare your community? The sites had already been identified and approved for funding when outreach to neighbors began, which included phone calls, letters to local residents, and two town hall meetings. Cabin Community Committees, one for each site, were established to provide regular access for questions or concerns. These Committees meet on a monthly basis and most concerns typically include maintaining cleanliness and occasionally parking.

3. How did you select your location? Staff created a list of 80 locations throughout the district. Five properties were considered viable and all five were developed. Two were hotels that were purchased through state funds for Project Homekey. One was a County Mental Health facility that was renovated to provide a permanent congregate shelter. The last two were lots where we placed the tiny homes of Reseda and Tarzana. They were both publicly owned, one by the city, the other by Metro and leased to the city.

4. How many shelters do you have on site and how did you arrive at that number? 52. Numbers were determined by site size and fire code. Several building code standards were modified due to the uniqueness of the build.

5. How many individuals are local? How do you define local? All individuals are supposed to be local in our district (CD3). Local is defined as being homeless in the district and have declined to allow enrollment of people from outside CD3.

6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter? A handful of police calls in six months, usually for medical emergencies typical of any group setting.

7. Do you consider your shelter to be successful? Yes

8. How do you define success? Providing safe, low barrier interim housing to hundreds of people. Also, the shelter allows for anti-camping laws to ensure public access and right of way.

9. Does the city council and the community think it is successful? Council is divided between interim and permanent housing, but most believe the tiny home model is a good addition. The community has noticed that there are fewer entrenched encampments now and the appreciates it.

10. What were the biggest challenges? The grey areas of responsibility between the City, County, and LAHSA can be confusing. Lack of transparency from LAHSA leaves unanswerable questions for the community.

11. If you had the opportunity, would you build the shelter again? Yes. No doubt.

12. Do you have any advice or lessons learned in this process? When looking for sites don't assume property owners will say no. Consistent, open communication and relationship building can turn naysayers into supporters.

Reseda - Cabin Community



Service Provider Representative

- 1. How many tiny homes do you have on site?** 76
- 2. How many beds do you have on site?** 148
- 3. Do you allow couples or only individuals?** Both
- 4. What is the average duration of an individual's stay?** Goal is 6-9 months
- 5. How many individuals move on to permanent housing versus returning to the streets?** Not available
- 6. What type of security do you have?** Private security company. Security is responsible for screening those entry, issuing/monitoring lockers, conducting safety checks, supporting with crisis de-escalation, calling emergency responders, monitoring emergency exits and ensuring that folks are not bringing any contraband.
- 7. Do you have a curfew?** No, but we encourage everyone to be in by 10pm. After this time, those not present are marked as 'absent'. Participants may be exited if they have four consecutive absences.
- 8. How many response calls do you make to PD/Fire?** 3-5 calls a month., primarily for medical attention.
- 9. Do you require sobriety?** No, low barrier/Housing First. However, they are not allowed to bring in alcohol, drugs, drug paraphernalia or weapons on-site.
- 10. Do you offer lockers for people to store their paraphernalia?** Yes, Lockers are stationed by security.
- 11. How many people OD?** Not available
- 12. Do you offer Narcan?** Yes
- 13. What happens if people do not follow or break the rules?** We develop a support plan outlining expectations which serves as an intervention to review program guidelines. Any egregious incidents that place someone at risk are grounds for immediate exit. Folks will be provided alternative shelter resources if exited.
- 14. Are wraparound services provided?** Yes
- 15. If you offer wraparound services, what ones do you offer? (i.e. job training)** Case management, employment, and housing navigation are offered internally by staff. Substance use, mental health, physical health, and benefit enrollment are offered through partnerships with county agencies and community partners
- 16. What are your qualifications for entry?** Individuals need to have a history experiencing homelessness within a 3 mile radius (catchment area) of the site. No additional qualifications are needed.
- 17. Who gets priority? (i.e. locals)** Those living within 500 feet of freeway, 65+ years, or COVID vulnerable
- 18. What are your proximity rules around the site?** No loitering around/outside the facility.
- 19. Do you have issues with loitering?** Sites located near a park experience less loitering than sites that don't have external public areas.
- 20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** Adjusting to a structured setting with guidelines, not allowing substances inside the facility, having to be searched by security guard every time you enter the facility and complying with quarantine guidelines.
- 21. Was there neighborhood involvement?** We were not part of the development phase of the projects and have limited knowledge of community involvement prior to the sites opening.
- 22. Do residents complain or do you receive push back?** Before sites open, there is concern that shelters cause an influx of persons experiencing homelessness, community violence, theft, vandalism, encampments, and drug use. After opening, we receive concerns regarding loitering, increase in trash, and limited parking.
- 23. Do you consider your shelter to be successful?** Yes
- 24. How do you define success?** Success is being able to move people off of the streets and begin working on achieving housing and personal stability. Our success is measured by achieving our mission to prevent, reduce and eliminate poverty, hunger and homelessness.

Riverside



General Information

- **Service provider:** CityNet
- **Local government:** City of Riverside
- **Location:** Residential/Industrial/Freeway
- **Operational at the time of inquiry:** Yes

Local Government Representative

- 1. What was the process for getting the tiny shelters established?** City relaxed building code standards by declaring state of emergency shelter with state funding. Shelter hotline is provided when calls for service to address PEH occurred; shelter address is not provided to minimize impact on residential neighborhoods.
- 2. How did you prepare your community?** Staff conducted 21 meetings with the community beginning with discussion on cost, sent mailers, conducted Board Meetings. Contracted with Lesar (consultant in San Diego) to prepare Housing First Plan. The Mayor led the effort for tiny shelters.
- 3. How did you select your location?** Selected a City owned facility in industrial area. 23 bridge housing, 23 mental health emergency shelter, large parking lot.
- 4. How many shelters do you have on site and how did you arrive at that number?** 30. 1 person per pallet during COVID—sharing up to 2 people per pallet; 58 people served.
- 5. How many individuals are local? How do you define local?** Locality is determined by where they resided in last 6 months. Other shelter, Path of Life, is county funded program- City will refer individuals there if not local.
- 6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter?** A handful of calls are made to Police and Fire. Calls are ambulatory/medical and some are regarding fights when shelter on-site security can't handle the situation and/or issue is occurring outside of shelter area.
- 7. Do you consider your shelter to be successful?** Yes
- 8. How do you define success?** Percentage of individuals exiting out of shelter and into permanent housing.
- 9. Does the city council and the community think it is successful?** Yes, Council and the community think it's a success; received no complaints. There is a growing encampment exiting from County shelter.
- 10. What were the biggest challenges?** Shelter began as temporary but is now outgrowing available beds/space; Need to work on moving to bigger shelter or moving people to County shelter.
- 11. If you had the opportunity, would you build the shelter again?** Yes, but would pick a different site that allows for more growth/occupancy
- 12. Do you have any advice or lessons learned in this process?** Pick the right, qualified operator from the start.

Riverside



Service Provider Representative

1. **How many tiny homes do you have on site?** 30
2. **How many beds do you have on site?** 60
3. **Do you allow couples or only individuals?** Both
4. **What is the average duration of an individual's stay?** 90 days
5. **How many individuals move on to permanent housing versus returning to the streets?** Housed 50-60 individuals
6. **What type of security do you have?** Security guard at the front gate who operates wand/metal detector, checks belongings, and has people sign in, Contract with ProtectUS. Two additional shelter associates are onsite to help with to de-escalation.
7. **Do you have a curfew?** Yes, 9pm unless they are working or have an appointment like court mandated class (provide schedule). Two unexcused absences is grounds for removal from the program.
8. **How many response calls do you make to PD/Fire?** No more than once or twice a month either for PD or Fire. Calls are usually for paramedics/health issues.
9. **Do you require sobriety?** No, low-barrier/Housing First.
10. **Do you offer lockers for people to store their paraphernalia?** Amnesty box available if they happen to come with some items and can be checked out when they leave; no drugs or alcohol allowed.
11. **How many people OD?** No available, but they have had to administer Narcan
12. **Do you offer Narcan?** Yes
13. **What happens if people do not follow or break the rules?** Linked to case manager to learn and manage life skills. Blatant and seriously disregarding rules, such as bringing in drugs, and they are exited. Physical or verbal violence is assessed case by case to see if manageable, if not, then may be put on exit plan.
14. **Are wraparound services provided?** Yes
15. **If you offer wraparound services, what ones do you offer? (i.e. job training)** Case management services including a service plan for each client for a 90 day time span, issuing of ID cards, Social Security, etc.
16. **What are your qualifications for entry?** Referred from Access Center and has to have ties to Riverside, such as having gone to school there or had Riverside PD encounter.
17. **Who gets priority? (i.e. locals)** Locals
18. **What are your proximity rules around the site?** No camping; don't create problems PD and Access Center will notify shelter staff who has been acting problematic.
19. **Do you have issues with loitering?** No because it's part of the agreement to not loiter.
20. **What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** Pets (shelter has cap on pets); couples wanting to stay together but no available double pods.
21. **Was there neighborhood involvement?** Donations used to be received, but not as many now.
22. **Do residents complain or do you receive push back?** Not really, the shelter is in an industrial zone so there is minimal pushback. Sharing success stories helps.
23. **Do you consider your shelter to be successful?** Yes
24. **How do you define success?** Getting a client to come in who previously was against shelters as well as any behavior change for the better is a success.

Tarzana- Sunflower Cabin Community



General Information

- **Service provider:** Hope of the Valley
- **Local government:** Councilmember Bob Blumenfeld
- **Location:** Business/Bus Line
- **Operational at the time of inquiry:** Yes

Local Government Representative

1. What was the process for getting the tiny shelters established? A Community Action Team on Homelessness identified the local gaps in services, including the lack of shelter beds anywhere in the district. Once sites were chosen, the design and construction of the site began. The entire process from site identification to opening day was less than a year.

2. How did you prepare your community? The sites had already been identified and approved for funding when outreach to neighbors began, which included phone calls, letters to local residents, and two town hall meetings. Cabin Community Committees, one for each site, were established to provide regular access for questions or concerns. These Committees meet on a monthly basis and most concerns typically include maintaining cleanliness and occasionally parking.

3. How did you select your location? Staff created a list of 80 locations throughout the district. Five properties were considered viable and all five were developed. Two were hotels that were purchased through state funds for Project Homekey. One was a County Mental Health facility that was renovated to provide a permanent congregate shelter. The last two were lots where we placed the tiny homes of Reseda and Tarzana. They were both publicly owned, one by the city, the other by Metro and leased to the city.

4. How many shelters do you have on site and how did you arrive at that number? 76. Numbers were determined by site size and fire code. Several building code standards were modified due to the uniqueness of the build.

5. How many individuals are local? How do you define local? All individuals are supposed to be local in our district (CD3). Local is defined as being homeless in the district and have declined to allow enrollment of people from outside CD3.

6. How many response calls do you make to PD/Fire related to activity at or near the tiny shelter? A handful of police calls in six months, usually for medical emergencies typical of any group setting.

7. Do you consider your shelter to be successful? Yes

8. How do you define success? Providing safe, low barrier interim housing to hundreds of people. Also, the shelter allows for anti-camping laws to ensure public access and right of way.

9. Does the city council and the community think it is successful? Council is divided between interim and permanent housing, but most believe the tiny home model is a good addition. The community has noticed that there are fewer entrenched encampments now and the appreciates it.

10. What were the biggest challenges? The grey areas of responsibility between the City, County, and LAHSA can be confusing. Lack of transparency from LAHSA leaves unanswerable questions for the community.

11. If you had the opportunity, would you build the shelter again? Yes. No Doubt.

12. Do you have any advice or lessons learned in this process? When looking for sites don't assume property owners will say no. Consistent, open communication and relationship building can turn naysayers into supporters.

Tarzana- Sunflower Cabin Community



Service Provider Representative

- 1. How many tiny homes do you have on site?** 52
- 2. How many beds do you have on site?** 101
- 3. Do you allow couples or only individuals?** Both
- 4. What is the average duration of an individual's stay?** Goal is 6-9 months
- 5. How many individuals move on to permanent housing versus returning to the streets?** Not available
- 6. What type of security do you have?** Private security company. Security is responsible for screening those entry, issuing/monitoring lockers, conducting safety checks, supporting with crisis de-escalation, calling emergency responders, monitoring emergency exits and ensuring that folks are not bringing any contraband.
- 7. Do you have a curfew?** No, but we encourage everyone to be in by 10pm. After this time, those not present are marked as 'absent'. Participants may be exited if they have four consecutive absences.
- 8. How many response calls do you make to PD/Fire?** 3-5 calls a month., primarily for medical attention.
- 9. Do you require sobriety?** No, low barrier/Housing First. However, they are not allowed to bring in alcohol, drugs, drug paraphernalia or weapons on-site.
- 10. Do you offer lockers for people to store their paraphernalia?** Yes, Lockers are stationed by security.
- 11. How many people OD?** Not available
- 12. Do you offer Narcan?** Yes
- 13. What happens if people do not follow or break the rules?** We develop a support plan outlining expectations which serves as an intervention to review program guidelines. Any egregious incidents that place someone at risk are grounds for immediate exit. Folks will be provided alternative shelter resources if exited.
- 14. Are wraparound services provided?** Yes
- 15. If you offer wraparound services, what ones do you offer? (i.e. job training)** Case management, employment, and housing navigation are offered internally by staff. Substance use, mental health, physical health, and benefit enrollment are offered through partnerships with county agencies and community partners
- 16. What are your qualifications for entry?** Individuals need to have a history experiencing homelessness within a 3 mile radius (catchment area) of the site. No additional qualifications are needed.
- 17. Who gets priority? (i.e. locals)** Those living within 500 feet of freeway, 65+ years, or COVID vulnerable
- 18. What are your proximity rules around the site?** No loitering around/outside the facility.
- 19. Do you have issues with loitering?** Sites located near a park experience less loitering than sites that don't have external public areas.
- 20. What are the barriers keeping people from wanting to live in your shelters? (i.e. storage, drugs)** Adjusting to a structured setting with guidelines, not allowing substances inside the facility, having to be searched by security guard every time you enter the facility and complying with quarantine guidelines.
- 21. Was there neighborhood involvement?** We were not part of the development phase of the projects and have limited knowledge of community involvement prior to the sites opening.
- 22. Do residents complain or do you receive push back?** Before sites open, there is concern that shelters cause an influx of persons experiencing homelessness, community violence, theft, vandalism, encampments, and drug use. After opening, we receive concerns regarding loitering, increase in trash, and limited parking.
- 23. Do you consider your shelter to be successful?** Yes
- 24. How do you define success?** Success is being able to move people off of the streets and begin working on achieving housing and personal stability. Our success is measured by achieving our mission to prevent, reduce and eliminate poverty, hunger and homelessness.