

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, April 19, 2022, 7:00 p.m.

Location: City Council Chambers, 240 W. Huntington Drive, Arcadia

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

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

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

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

How to Submit Public Comment:

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 Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers 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.

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

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

如何提交公众评论意见：

公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. **亲自出席：**填写一张发言人卡片，注明议程项目编号，然后在会议开始前提交给市书记官，或者在市长询问公众发言时，直接到讲台上发言。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限制时间，以便允许所有发言人向市议会表达自己的意见。

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

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。
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1. CALL TO ORDER

2. INVOCATION

Reverend Darwin Ng, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

Sho Tay, Mayor
Paul P. Cheng, Mayor Pro Tem
Tom Beck, Council Member
Michael Danielson, 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 TO OUTGOING MAYOR SHO TAY

Presentation by Mayor Pro Tem Paul Cheng on behalf of Senator Dianne Feinstein
Presentation by Maile Zeng Plan on behalf of Congresswoman Judy Chu
Presentation by Giselle Sorial on behalf of Senator Susan Rubio
Presentation by Rene Romero on behalf of Assemblymember Mike Fong
Presentation by Vicky Paul on behalf of Los Angeles County Supervisor Kathryn Barger
Presentation by Mayor Pro Tem Edward Garcia, City of Sierra Madre
Presentation by Mayor Pro Tem Paul Cheng on behalf of Monrovia Mayor Tom Adams
Presentation by Mayor Pro Tem Paul Cheng on behalf of Temple City Mayor Vincent Yu
Presentation by Mayor Pro Tem Paul Cheng on behalf of San Gabriel Mayor Tony Ding
Presentation by Vicki Knight, President of Arcadia Chamber of Commerce
Presentation by Connie Liao, President of the Arcadia Chinese Association
Presentation by Leigh Chavez, President of the Arcadia Unified School District

Presentation by Donna Choi of the Downtown Arcadia Improvement Association
Presentation by Pete Siberell on behalf of Santa Anita Race Track

REMARKS BY OUTGOING MAYOR SHO TAY

9. CITY COUNCIL REORGANIZATION

- a. The City Clerk calls for the election of Mayor
- b. The Mayor calls for the election of Mayor Pro Tem
- c. Comments by the Mayor
- d. Comments by the Mayor Pro Tem
- e. Comments by Members of the City Council and City Clerk

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. 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. Special Meeting Minutes of March 18, 2022, and March 29, 2022; and Regular Meeting Minutes of April 5, 2022.
Recommended Action: Approve
- b. Ordinance No. 2387 adopting a Military Equipment Use Policy pursuant to Assembly Bill 481.
Recommended Action: Adopt
- c. Resolution No. 7417 authorizing compensation increases for specific employee classifications in the Arcadia City Employees' Association ("ACEA"), Arcadia Public Works Employees' Association ("APWEA"), Unrepresented Group, and Executive Management Group.
Recommended Action: Adopt
- d. Resolution No. 7422 amending the Fiscal Year 2021-22 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for inspection and rehabilitation of the Orange Grove Well 1A in the amount of \$57,200, offset by funds received from the American Rescue Plan Act of 2021, and contract with General Pump Company, Inc. for the Inspection and Rehabilitation of the Orange Grove Well 1A Project in the amount of \$307,200.
Recommended Action: Adopt and Approve

- e. Resolution No. 7423 authorizing submittal of the Fiscal Year 2021-22 Transportation Development Act – Article 4 Claim Forms to receive Capital and Operating Funds for Arcadia Transit.
Recommended Action: Adopt
- f. Resolution No. 7424 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation in the City Manager’s Office for Public Affairs Consulting Services and related public outreach in the amount of \$39,500, offset by a reduction in the General Fund Reserve; and Professional Services Agreement with TBWBH Props & Measures.
Recommended Action: Adopt and Approve
- g. Resolution No. 7425 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of Paramedic Supplies in the amount of \$12,500, offset by a reduction in the American Rescue Plan Act (“ARPA”) Fund, and approving a Change Order to the Purchase Order with Life-Assist, Inc.
Recommended Action: Adopt and Approve
- h. Resolution No. 7426 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of Turnout Coats and Pants and Miscellaneous Uniforms in the amount of \$68,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with All Star Fire Equipment.
Recommended Action: Adopt and Approve
- i. Donation from the Arcadia Police Foundation for the Arcadia Police Department’s Police Service Dog (K-9) Program in the amount of \$15,000.
Recommended Action: Accept
- j. Professional Services Agreement with Eurofins Eaton Analytical, LLC. for Laboratory Testing Services of City Water Samples in an amount not to exceed \$109,910.
Recommended Action: Approve
- k. Accept all work performed by Carrier Corporation for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project as complete.
Recommended Action: Approve

12. CITY MANAGER

- a. Consideration of a call for review of the Planning Commission’s approval of Conditional Use Permit No. CUP 21-05 for a new Adult Day Care Center at 253 E. Foothill Boulevard.
Recommended Action: Provide Direction

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, May 3, 2022, 4:00 p.m. in the Police Department Community Room/Emergency Operations Center.

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。

**ARCADIA CITY COUNCIL
SPECIAL JOINT MEETING MINUTES
FRIDAY, MARCH 18, 2022**

CALL TO ORDER – Mayor Tay called the Special Joint Meeting to order at 1:07 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Beck, Cheng, and Tay
ABSENT: Verlato

Mayor Tay noted for the record that Council Member Verlato was running late.

ROLL CALL OF COMMITTEE MEMBERS:

PRESENT: Chang, Kuo, Leung, and Helms
ABSENT: Singh and Zhang

Council Member Verlato arrived at 1:10 p.m.

CITY COUNCIL/CHARTER REVIEW COMMITTEE

Report, discussion, and direction regarding proposed Charter Amendments and ballot measures for the November 8, 2022, General Municipal Election.

Recommended Action: Adopt Committee Recommendations and Provide Direction

Deputy City Manager Bruckner presented an overview of the proposed Charter Amendments and ballot measures for the November 8, 2022, General Municipal Election. Discussion ensued and staff responded to various questions, comments, and suggestions on the proposed Charter Amendments and ballot measures.

The City Council recessed at 3:14 p.m. and reconvened at 3:24 p.m.

After further discussion, the City Council concurred with most of the Charter Review Committee's recommendations and directed staff to bring back this agenda item for further discussion at a future City Council Meeting to discuss the following outstanding items: (1) giving the City Council the authority to transition back to at-large voting at some future date, if desired; (2) district residency requirements for City Council Members, if nobody within the district was nominated by the end of the nomination period; (3) term limits; and (4) changes to the elected City Clerk position.

CITY COUNCIL

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: Introduce

City Manager Lazzaretto presented the Staff Report. Discussion ensued, and staff and the City's demographer responded to various questions and comments regarding the current maps under consideration. Council Member Beck introduced Map 115 (Version 4).

PUBLIC COMMENTS

Grace Lee appeared and stated that she is speaking on behalf of her family; she commented on the proposed term limits; she indicated that she is in favor of three term limits; that she is opposed to serving those terms consecutively; and expressed her reasons why she is in support of Map 103.


Lee Kuo, an Arcadia resident and member of the Charter Review Committee, appeared and indicated that he is in support of maps that protect other minority groups; he stated that he is okay with maps that have fewer Asian majority districts; and expressed his position regarding the proposed Charter amendments related to compensation and term limits.

Angela Hui, an Arcadia resident, appeared and commented on the proposed term limits; she indicated that she would like the current term limits to remain in place; and noted that she is not opposed to Council Members serving more than 12 years.

The City Council recessed at 4:48 p.m. and reconvened at 4:50 p.m.

After further discussion the City Council directed staff to bring back all five current maps under consideration, including Map 115 (Version 4) at the April 5, 2022, City Council Meeting for further discussion.

The Special Meeting ended at 5:08 p.m.



Linda Rodriguez
Assistant City Clerk

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, MARCH 29, 2022**

CALL TO ORDER – Mayor Tay called the Closed Session to order at 4:00 p.m.

INVOCATION – Mayor Pro Tem Cheng

PLEDGE OF ALLEGIANCE – City Clerk Gene Glasco

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Beck, Verlato, Cheng, and Tay

ABSENT: None

SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto stated that the City Charter allows for three Council Members to submit in writing a request to hold a Special Meeting; he received a request from one Council Member to hold a meeting to discuss filling the vacancy for District 5; he reached out to all Council Members and received two additional requests; therefore, the Special Meeting was called. A Closed Session item was placed on the Agenda in the event Council needed to discuss legal matters with the City Attorney.

Mayor Tay adjourned to Closed Session at 4:04 p.m.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9(d)(4) to confer with legal counsel regarding potential litigation – one (1) case.

No reportable action was taken on the Closed Session items.

Mayor Tay reconvened the Special Meeting at 4:16 p.m.

REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

City Attorney Deitsch announced there was no reportable action taken on the Closed Session item.

PUBLIC COMMENTS

Sonia Martin, an Arcadia resident, appeared and stated that she was happy that the City Council has called for the Special Meeting to possibly fill the vacancy for District 5; she asked Mayor Tay to correct statements he made stating that the City was sued by Shenkman; she stated that Map 103 is disadvantageous to Latino residents; Asians are not minority voters, Latinos are.

Mayor Tay asked City Manager Lazzaretto to speak about the letter received by Shenkman.

City Manager Lazzaretto stated that the letter was received in 2017 from Kevin Shenkman who had successfully sued several other cities and won; therefore, the City Council decided to go to district-based elections to avoid any lawsuits.

City Attorney Deitsch reminded the City Council that under the Brown Act the public is only entitled to speak to items that are listed on the Agenda, and asked that City Council go back to discuss the matters listed on the agenda.

STUDY SESSION

- a. Council Member request to consider appointment of Michael Danielson to fill the unexpired term for City Council District 5 and calling for a Special Municipal Election.

Recommended Action: Provide Direction

Resolution No. 7418 calling and giving notice of an All-Mail Ballot Special Municipal Election to be held in City Electoral District 5 on Tuesday, August 30, 2022, to fill a vacancy on the City Council as required by the provisions of the City Charter and the laws of the State of California relating to Charter Cities.
Recommended Action: Adopt

Resolution No. 7419 adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an All-Mail Ballot Special Municipal Election to be held on Tuesday, August 30, 2022.
Recommended Action: Adopt

Resolution No. 7420 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of an All-Mail Ballot Special Municipal Election to be held on Tuesday, August 30, 2022, to fill a vacancy on the City Council.
Recommended Action: Adopt

City Manager Lazzaretto presented the Staff Report.

Michael Danielson provided City Council with his background information.

After City Council discussion, it was moved by Mayor Pro Tem Cheng, seconded by Council Member Beck, and carried on roll call vote to appoint Michael Danielson to fill the unexpired term for City Council Member from District 5.

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

No action was taken with regards to the Resolutions.

Council Member Beck asked if Michael Danielson could be sworn in.

Michael Danielson accepted and City Clerk Glasco administered the Oath of Office.

The Special Meeting adjourned at 4:55 p.m. to the next Regular City Council meeting on Tuesday, April 5, 2022, at 7:00 p.m.



Rachelle Arellano
Deputy City Clerk

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, APRIL 05, 2022**

1. **CALL TO ORDER** – Mayor Tay called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Jolene Cadenbach, Arcadia Congregational Church
3. **PLEDGE OF ALLEGIANCE** – City Clerk Glasco
4. **ADMINISTER THE OATH OF OFFICE TO NEWLY-APPOINTED COUNCIL MEMBER**

The City Clerk administered the Oath of Office to Council Member Danielson.

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

PRESENT: Beck, Danielson, Verlato, Cheng, and Tay
ABSENT: None

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

City Manager Lazzaretto announced that Mayor Tay asked to move City Manager Item 13a after Public Hearing Item 9a; he also noted that Mayor Tay asked that public comment be taken after item 13a; he further reminded the audience to submit public comment cards in the 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 Council Member Beck, and seconded by Mayor Pro Tem Cheng, to read all ordinances and resolutions by title only and waive the reading in full.

8. **PRESENTATIONS**

- a. Presentation by the San Gabriel Valley Regional Housing Trust on their efforts in providing affordable housing throughout the region.
- b. Presentation of Donate Life Proclamation to OneLegacy.

9. **PUBLIC HEARING**

- a. Ordinance No. 2387 adopting a Military Equipment Use Policy pursuant to Assembly Bill 481.
Recommended Action: Introduce

Police Chief Nakamura presented the Staff Report and PowerPoint presentation.

Mayor Tay opened the Public Hearing for public comment.

No public comments were received.

A motion to close the Public Hearing was made by Mayor Pro Tem Cheng. The City Council concurred.

A motion was made by Mayor Pro Tem Cheng, and seconded by Council Member Beck, to introduce Ordinance No. 2387 adopting a Military Equipment Use Policy pursuant to Assembly Bill 481. The motion passed by roll call vote.

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

13. CITY MANAGER

- a. 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."
Recommended Action: Introduce

City Manager Lazzaretto presented the staff report and Jeff Simonetti from National Demographics Corporation advised that he was available for any questions.

Mayor Tay opened the floor for public comment.

Poli Chu, an Arcadia resident from District 4, called and expressed her support for Map 103; she further expressed tiny shelters will not solve the homeless problem.

Shawn Soriano, an Arcadia resident, called and stated his disappointment with Map 114 and expressed his preference for Map 103.

Carmen Chen, an Arcadia resident, appeared and stated that Map 114 should not be entertained.

Sydney Chen, an Arcadia resident, appeared and expressed his support for Map 103.

Angela, an Arcadia resident, appeared and congratulated Council Member Danielson; she thanked Council Member Verlato for her transparency with information; and she shared her preference for Maps 114 and 115.

Sonia Martin, an Arcadia resident, appeared and thanked the City Council for appointing a Council Member to represent District 5; she indicated that the Latino minorities are not being properly represented; and she urged the City Council to consider adopting Maps 114 or 115V4.

Emma Chan, an Arcadia resident, appeared and congratulated Council Member Danielson; she stated that she is in favor of Map 103 and opposed to Map 114.

Angie Gren, an Arcadia resident of District 1, appeared and congratulated Council Member Danielson; she expressed her concern for an Anti-Asian sentiment that is felt among many of the residents; and she questioned Council Member Verlato's motive for selecting Map 115.

Susan Guo, an Arcadia resident, appeared and congratulated Council Member Danielson and shared her support for Map 103.

Gene Feng, an Arcadia resident, called and congratulated Council Member Danielson and shared his support for Map 103.

Zig Jiang, an Arcadia resident and President of the Chinese American Equalization Association, appeared and shared his support for Map 103 and strongly opposed Map 114; he further advised City Council that if Map 103 was not adopted that the Chinese American Equalization Association may consider taking legal action.

Jennifer Shan, an Arcadia resident, appeared and congratulated newly-appointed Council Member Danielson and shared her support for Map 103.

Marilyn Wylander, an Arcadia resident, appeared provided a letter to City Council along with 10 signed statements from her neighbors in favor of Map 114 and shared her support for Map 114.

Sherman, an Arcadia resident, called and expressed his support for Map 103.

Nelson Ge, an Arcadia resident, called and expressed his support for Map 103.

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

After City Council discussion, a motion was made by Mayor Tay, and seconded by Mayor Pro Tem Cheng, to select Map 103.

A substitute motion was made by Council Member Verlato, and seconded by Council Member Beck, to introduce Ordinance 2386 with Map 115 (Version 4) making minor adjustments of the boundary between District 4 and District 5 by moving the line from the Arcadia Wash to El Monte Ave.

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

A motion was made by Council Member Beck and seconded by Council Member Verlato, as an alternative, if Map 115 (Version 4) could not be revised and remain acceptable, to Introduce Ordinance 2386 using the original Map 115 (Version 4).

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

10. PUBLIC COMMENTS

Mike Veerman, an Arcadia resident, appeared and stated that he is happy that we have a full City Council and thanked Michael Danielson for his service.

Susan Guo, an Arcadia resident, appeared and thanked the City Council for trying to come up with a solution for redistricting; she further thanked Council Member Danielson for reaching out to former Council Members and urged him to reach out to former Asian Council Members as well.

Angie Gren, an Arcadia resident, appeared and extended a special thank you to the City Council for all their work getting to this point and expressed her concerns with Map 115.

Rene Romero called on behalf of Assembly Member Mike Fong, who was sworn in to represent District 49 on February 22; he advised the residents that the District Office is up and running and encouraged residents to call their office at (323) 264-4949 or email at assemblymember.mikefong@assembly.ca.gov with any concerns or assistance in state related matters; and he congratulated Council Member Danielson.

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 Verlato had no comments.

Council Member Danielson announced that he attended the Arcadia Chamber of Commerce ACE Awards and Board Installation event on March 29; he congratulated the winners and especially congratulated M.J. Finstrom for winning Citizen of the Year.

Council Member Beck welcomed Council Member Danielson; he attended the Arcadia Chamber ACE Awards and Board Installation and thanked the Arcadia Chamber of Commerce for doing such a great job; he announced that April 9 is the Santa Anita Derby Day 5k and encouraged all to attend; he further announced that there will be a Shredding Event on April 16 at the Arcadia Library from 8-11am; he commended the young lady that spoke during the presentation regarding OneLegacy and hopes that her story encourages more people to become organ donors.

Mayor Pro Tem Cheng thanked the residents who spoke regarding the maps; he further thanked Gene Glasco for sharing his story regarding his power outage during the wind storms; he encouraged any residents with medical issues that require electricity to register with Southern California Edison's Medical Base Line program, which prioritizes repairs for those residents during power outages; he attended the Independent Cities Association Spring Conference; and he expressed his gratitude to all City Council members for being such great role models.

City Clerk Glasco shared that he is the only elected City Clerk that is a graduate of Arcadia High School; he congratulated Council Member Danielson for his appointment to the City Council; he announced that the Arcadia Association of Realtors will be holding a shredding event on April 22 in their parking lot.

Mayor Tay stated that he attended the Independent Cities Association Spring Conferences; he also attended the Arcadia Chamber of Commerce ACE Awards and commended the Chamber for always doing such a great job.

12. CONSENT CALENDAR

- a. Regular Meeting Minutes of March 15, 2022.
Recommended Action: Approve
- b. Resolution No. 7416 declaring its intention to vacate the East/West Alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler Avenue, setting a Public Hearing relative thereto, and approving a Categorical Exemption for this action pursuant to the California Environmental Quality Act ("CEQA").
Recommended Action: Adopt

- c. Resolution No. 7421 authorizing a supplemental appropriation in the Library and Museum Services Budget for a Public Broadband and Network Equipment Upgrade in an amount not to exceed \$57,789, offset by funds received from the American Rescue Plan Act of 2021.
Recommended Action: Adopt
- d. Amendment to the Professional Services Agreement with CWE, Inc. and Change Order to the Purchase Order for the implementation of the Coordinated Integrated Monitoring Program ("CIMP") for the Rio Hondo/San Gabriel River Water Quality Group in the amount of \$228,775.
Recommended Action: Approve
- e. Contract with Gentry Brothers, Inc. for Fiscal Year 2021-22 Annual Concrete Repairs Project in the amount of \$105,730.
Recommended Action: Approve
- f. Accept all work performed by Three Peaks Corporation for the Arcadia Gold Line Station Pedestrian Linkage Improvements Project in the amount of \$2,291,190.08, as complete.
Recommended Action: Approve
- g. 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 Danielson, and carried on a roll call vote to approve Consent Calendar Items 12.a through 12.g.

Council Member Verlato recused herself from item 12.b, as she owns property that is within 1,000 feet of the subject alleyway.

AYES: Beck, Danielson, Verlato, Cheng, and Tay
 NOES: None
 ABSENT: None
 ABSTAIN: Verlato (Consent Calendar Item 12.b only)

14. ADJOURNMENT

The City Council adjourned at 10:08 p.m. to Monday, April 11, 2022, at 7:00 p.m. in the City Council Conference Room.


 Rachelle Arellano
 Assistant City Clerk



STAFF REPORT

Police Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

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

SUBJECT: ORDINANCE NO. 2387 ADOPTING A MILITARY EQUIPMENT USE
POLICY PURSUANT TO ASSEMBLY BILL 481
Recommendation: Adopt

SUMMARY

At its regular meeting on April 5, 2022, the City Council unanimously introduced Ordinance No. 2387 approving a Military Equipment Use Policy pursuant to Assembly Bill 481. This agenda item would provide for the second reading and adoption of the Ordinance. Attached is a copy of Ordinance No. 2387, and the April 5, 2022, City Council staff report for review.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 2387, adopting a Military Equipment Use Policy pursuant to Assembly Bill 481.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Ordinance No. 2387
April 5, 2022, City Council Staff Report

ORDINANCE NO. 2387

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 ("AB 481") into law which requires law enforcement agencies to adopt a military equipment use policy ("Policy") prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law; and

WHEREAS, AB 481 requires adoption of the Policy by City Council before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

WHEREAS, to continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022; and

WHEREAS, in accordance with AB 481, the proposed Policy was made available on the website of the Arcadia Police Department ("Police Department") at least 30 days prior to the public hearing by the City Council to adopt the Policy; and

WHEREAS, once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use; and

WHEREAS, in accordance with AB 481, the Policy is being agendized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

WHEREAS, this Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

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 incorporated and adopted as findings of this Ordinance as if fully set forth herein.

SECTION 2. Findings. Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. Military Equipment Use Policy Adopted. In light of the findings in Section 2, and in accordance with AB 481, the Policy attached to this Ordinance as Exhibit "A" is hereby adopted by the City Council.

SECTION 4. Severability. Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. CEQA. 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 summary or ¼ page advertisement of the 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.


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
City Attorney

Exhibit - "A"

Military Equipment Use Policy

[Attached behind this page]

Arcadia Police Department

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MILITARY EQUIPMENT

708.1 PURPOSE AND SCOPE

The purpose of this policy (“Policy”) is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 (“AB 481”). (California Government Code § 7070 *et seq.*)

708.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code Section 7070, and as follows:

Governing body — City of Arcadia City Council (“City Council”).

Military equipment — Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (“MRAP”) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (“HMMWV”), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code Section 30510 and Penal Code Section 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (“LRADs”).

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- Kinetic energy weapons and munitions.
- Any other equipment as determined by City Council or a state agency to require additional oversight.

708.2 POLICY

It is the Policy of the City of Arcadia (“City”) that members of the Arcadia Police Department (“Department”) comply with the provisions of AB 481 with respect to the funding, acquisition and use of military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of the Department to act as the Military Equipment Coordinator. The responsibilities of the Military Equipment Coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this Policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting; and
 2. Preparing for public questions regarding the Department’s funding, acquisition, and use of military equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and City Council and ensuring that the report is made available on the Department website.
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

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708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

708.4.1 ROBOT

An unmanned machine operating on the ground utilized to enhance the safety of the community and officers.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: The Robotex Avatar III (“Avatar III”) is a remote controlled, tracked, unmanned device used to surveil an area or building before officers enter it.
 2. Quantity: One (1).
 3. Capabilities: The Avatar III is equipped with a camera that provides a real time view of its surroundings, it has a two-way communication system that allows officers to communicate with subjects/suspects remotely, and an articulating arm that allows it to open doors and move objects.
 4. Purchase Cost: The Avatar III was purchased in 2019 for \$46,000.
- (b) Purpose: The Avatar III enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations and communicate with the subjects/ suspects from a safe distance quickly and safely.
- (c) Authorized Use: Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the Incident or Tactical Commander.
- (d) Expected Life Span: 8-10 years.
- (e) Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$200.
- (f) Training: All robot operators must complete three (3) hours of training provided by the S.W.A.T. team.
- (g) Legal and Procedural Rules: The Avatar III will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes. in a manner that respects the privacy of our community and complies with State and Federal Law.

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708.4.2 MM LAUNCHERS AND ROUNDS

40MM Launchers are utilized by Department personnel as a less lethal tool to launch impact rounds.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Defense Technology. 40MM Exact Impact Sponge.
2. Quantity: 520.
3. Capabilities: A less lethal 40MM lightweight plastic and foam projectile fired from a single shot 40MM launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40MM Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 125 feet from the target.
4. Cost: \$18 each.

Item No. 2

1. Description: Defense Technology, 40MM Direct Impact OC.
2. Quantity: 140.
3. Capabilities: A less lethal 40MM lightweight plastic foam projectile fired from a single shot 40MM launcher with a rifled barrel at 295 FPS. The 39-gram foam projectile delivers 120 ft/lbs of energy upon impact in addition to the dispersion of 5 grams of OC irritant. The 40MM Direct Impact OC Round provides accurate and effective performance when deployed from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
4. Purchase Cost: \$30 each.

Item No. 3

1. Description: Defense Technology, Ferret 40MM Liquid Barricade Penetrator Round.
2. Quantity: 76.
3. Capabilities: A less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting

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the barrier, the nose cone ruptures and instantaneously delivers a small amount of chemical agent inside of a structure or vehicle. In a tactical deployment situation, the 40MM Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

4. Purchase Cost: \$23 each.

Item No. 4

1. Description: Defense Technology, 40MM Round Muzzle Blast with C5.
 2. Quantity: 22.
 3. Capabilities: The 40MM Muzzle Blast OC Round is a less lethal option for the immediate and close deployment of chemical agent. It can also be employed in tactical operations such as barricaded subjects for area denial, area contamination, and a means of contaminating crawl spaces and attics. It can be deployed inside or outside and has a maximum effective range of 30 feet.
 4. Purchase Cost: \$28 each.
- (b) Purpose: To limit the escalation of conflict and to decrease the potential use of lethal force.
 - (c) Authorized Use: Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
 - (d) Expected Life Span: 15 years.
 - (e) Fiscal Impact: Annual maintenance is approximately \$10 for each launcher.
 - (f) Training: Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by P.O.S.T. certified less lethal and chemical agent instructors.
 - (g) Legal and Procedural Use: Officers will deploy 40MM impact and chemical agents in compliance with Arcadia Police Manual section 300 and in compliance with State and Federal Law regarding the use of force.

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708.4.3 COMBINED SYSTEMS LC5 40MM LAUNCHING CUP

The combined systems LC5 40MM launching cups are cups that attach to 12-gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Combined Systems LC5 40MM Launching Cup.
 2. Quantity: Two (E),
 3. Capabilities: The cups can be attached to a 12-gauge shotgun and the munition is launched with a model 2800 launching cartridge.
 4. Purchase Cost: \$150 each.
- (b) Purpose: To deploy chemical agents into an area or location from a distance.
- (c) Authorized Use: Situations for use of the less lethal weapon systems may include but are not limited to dangerous and/or combative individuals. Riot/crowd control and civil unrest incidents. Circumstances where a tactical advantage can be obtained by the use of chemical agent, and potentially vicious animals.
- (d) Expected Lifespan: 25 years.
- (e) Fiscal Impact: No annual maintenance.
- (f) Training: Sworn members utilizing LC5 40MM launching cups are trained in their use by P.O.S.T. certified less lethal and chemical agent instructors.
- (g) Legal and Procedural Use: Only fully trained S.W.A.T. Operators will deploy LC5 40MM Launching Cup, in compliance with Arcadia Police Manual section 300 and in compliance with State and Federal Law regarding the use of force.

708.4.4 DISTRACTION DEVICE

A distraction device is used to distract dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Defense Technologies Low Roll DD.
2. Quantity: 12.

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3. Capabilities: A non-bursting, non-fragmenting single use device that produces a loud sound and bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
4. Cost: \$50 each.

Item No. 2

1. Description: ALS1208 Bore Thunder.
 2. Quantity: 12.
 3. Capabilities: The ALS1208 Bore Thunder is a 12-gauge barrel delivered light and sound distraction device that produces approximately 174 dB at five (5) feet. Because the Bore Thunder remains in the delivery device, the potential for accidental fire or unintended injury is drastically reduced.
 4. Purchase Cost: \$6.80 each.
- (b) Purpose: To produce brilliant light and loud sound to momentarily distract a suspect or subject (6-8 seconds), to enhance the officers' ability to safely contact and detain or arrest.
- (c) Authorized Use: Diversionary devices shall only be used by S.W.A.T. Operators who have been trained in their proper use during hostage and barricaded subject situations, high-risk warrant (search/arrest) services where there may be extreme hazards to officers, or during other high-risk situations where their use would enhance officer and community safety.
- (d) Expected Lifespan: Until used.
- (e) Fiscal Impact: No annual maintenance.
- (f) Training: Prior to use, S.W.A.T. Operators must attend diversionary device training that is conducted by P.O.S.T. certified instructors.
- (g) Legal and Procedural Rules Use: The Department will only utilize diversion devices for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

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708.4.5 RIFLES

Firearms that are fired from the from the shoulder, having a long spiral grooved barrel to make bullets spin and thereby have greater accuracy over a long distance.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Colt M4 Commando.223 carbine converted from fully automatic to semi-automatic.
2. Quantity: 107.
3. Capabilities: To provide precision fire to address a threat with more accuracy than a handgun, particularly at greater distances.
4. Purchase Cost: \$750 each.

Item No. 2

1. Description: Peer LE Gold Dot.223 Rem 55 grain ammunition.
2. Quantity: 120,000 rounds.
3. Purchase Cost: \$600 per 1000 rounds.

Item No. 3

1. Description: Black Hills.308 STX Copper 168 grain STX ammunition.
2. Quantity: 1000 rounds.
3. Purchase Cost: \$2,300.

Item No. 3

1. Description: Colt Automatic Rifle (AR) .223.
2. Quantity: 1
3. Purchase Cost: \$1400.00.

- (b) Purpose: To be used as precision weapons to address a threat with more accuracy than a handgun, particularly at greater distances. The AR is an area denial and material destruction weapon.
- (c) Authorized Use: Only members who have completed P.O.S.T. certified training are authorized to deploy a rifle.

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- (d) Expected Lifespan: 10 years.
- (e) Fiscal Impact: Annual maintenance is approximately \$50 for each rifle.
- (f) Training: Prior to using a rifle, Officers must be certified by a P.O.S.T. instructor in the operation of the rifle. Additionally, all members that operate the rifle are required to train with it a minimum of three (3) times a year and must pass an annual range qualification.
- (g) Legal and Procedural Rules Use: Officers will deploy patrol rifles and the AR in accordance with Department manual section 312.3.1, and pursuant to State and Federal law regarding the use of force.

708.4.6 CHEMICAL AGENT AND SMOKE CANISTERS

Canisters that contain chemical agents that are released when deployed.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Defense Technology, Triple-Chase Separating Canister, CS.
2. Quantity: 50
3. Capabilities: The Triple-Chase CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.5 in. by 2.7 in. and holds approximately 3.2 oz. of active agent. It has an approximate dispersion time of 20-30 seconds.
4. Purchase Cost: \$47 each.

Item No. 2

1. Description: Defense Technology, Riot Control Continuous Discharge Grenade.
2. Quantity: Eight (8).
3. Capabilities: The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous dispersion that expels its contents in approximately 20-40 seconds through four ports located on the top of the canister. This canister can be used to

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conceal tactical movement or to route a crowd. This launchable canister is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.

4. Purchase Cost: \$27 each.

Item No. 3

1. Description: Defense Technology, Flameless Expulsion 0C Grenade.
 2. Quantity: 18.
 3. Capabilities: The 0C Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnic canisters, this device's contents are expelled upon actuation of a C02 cartridge that will affect a confined area of approximately 1500 square feet. The canister is 7.5 in. by 1.65 in. and delivers approximately .02 oz. of active agent during its 3-second discharge time.
 4. Purchase Cost: \$49 each.
- (b) Purpose: To deescalate a situation and lower the likelihood of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.
- (c) Authorized Use: Only officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
- (d) Training: Sworn members utilizing chemical agent canisters must be certified by P.O.S.T. less lethal and chemical agent instructors.
- (e) Fiscal Impact: No annual maintenance.
- (f) Legal and Procedural Rules: Officers will only deploy chemical agents in compliance with Department manual section 300, and State and Federal law, including those regarding the use of force.

708.4.7 EXPLOSIVE BREACHING TOOLS

Explosive breaching tools are tools that are used to conduct an explosive breach to create an entry or exit point during a tactical situation.

- (a) Description, quantity, capabilities, and purchase cost:

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Item No. 1

1. Description: Detonating Cord.
2. Quantity: 80 feet.
3. Capabilities: The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a highspeed fuse which explodes, rather than burns, and is suitable for detonating explosives.
4. Purchase Cost: \$1 per foot.

Item No. 2

1. Description: Nonel Detonators.
2. Quantity: 12.
3. Capabilities: A detonator is a small sensitive primary explosive device generally used to detonate a larger, less sensitive secondary explosive, such as plastic explosive.
4. Purchase Cost: \$12 each.

Item No. 3

1. Description: Royal Remington 870 Express Breaching Shotgun:
 2. Quantity: Two (2).
 3. Capabilities: This device allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gases to prevent overpressure. This device can also defeat windows and sliding glass doors. This device uses a less lethal 2.4-inch shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot, at a velocity of 270-290 feet per second (FPS).
 4. Purchase Cost: \$658 each.
- (b) Purpose: To quickly and safely gain entry into a structure.

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- (c) Authorized Use: Explosive breaching may only occur after authorization by the Incident Commander or Tactical Commander, in the field.
- (d) Fiscal Impact: Annual maintenance is approximately \$500.
- (e) Training: Officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations. This includes the use of the breaching shotgun.
- (f) Legal and Procedural Rules: Only fully trained S.W.A.T. Operators are authorized to use explosive breaching devices and only with the authorization of the Incident or Tactical Commander.

708.4.8

PEPPERBALL LAUNCHER

A device that discharges irritant projectiles.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: PepperBall VKS Carbine.
2. Quantity: Five (5).
3. Capabilities: The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a dual feed system that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.
4. Purchase Cost: \$600 each.

Item No. 2

1. Description: PepperBall Live-X Projectile.
2. Quantity: 500.
3. Capabilities: The Live Projectile contains a concentrated amount of PAVA pepper powder. One round of LIVE-X contains the equivalent to 10 standard PepperBall rounds. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60 feet and an area of saturation of 150+ feet. The projectile contains 5% PAVA powder.
4. Purchase Cost: \$3 per projectile.

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- (b) Purpose: To deescalate a situation and lower the potential for the use of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.
- (c) Authorized Use: Only those officers who have been trained in the use of PepperBall launchers are authorized to use them.
- (d) Expected Lifespan: Launcher and munitions: Five (5) years.
- (e) Fiscal Impact: Annual maintenance is approximately \$50 for each PepperBall launcher.
- (f) Training: Sworn members utilizing PepperBall launchers and projectiles are trained in their use by P.O.S.T. certified less lethal and chemical agent instructors.
- (g) Legal and Procedural Rules: Officers will deploy the PepperBall launcher in compliance with Department Manual Section 300, and to State and Federal law, including those regarding the use of force.

708.4.9 MOBILE COMMAND POST VEHICLE (MCP)

The Mobile Command Post (M.C.P.) vehicle is a mobile office that provides shelter, access to Department computer systems, communications, food, and restroom facilities on extended events.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Freightliner Chassis (custom built) vehicle.
 2. Quantity: One (1).
 3. Capabilities: The M.C.P. can also be utilized for S.W.A.T./C.N.T. and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.
 4. Purchase Cost: \$280,000.
- (b) Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.
 - (c) Authorized Use: The M.C.P. shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. Furthermore, only

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personnel who have completed the Department's driving and operations training will be allowed to drive the M.C.P. (Per S.O.P.).

- (d) Expected Lifespan: The M.C.P., 20-year lifespan on chassis and vehicle structure. Upgrades as needed to ensure updated and properly maintained I.T. systems.
- (e) Fiscal Impact: Annual maintenance is approximately \$11,000.
- (f) Training: The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators will also receive training in the proper set-up and break down of the M.C.P. when deployed for events and operations.
- (g) Legal and Procedural Rules: It is the policy of the Department to use the M.C.P. only for official law enforcement purposes, and in the accordance with California State law, City & Department Policies, and Standard Operating Procedures ("S.O.P.") related to the operation of emergency motor vehicles.

708.5

APPROVAL

The Chief of Police or the authorized designee shall obtain approval from City Council by way of an ordinance adopting this Policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the Policy is submitted to City Council and is available on the Department website at least thirty (30) days prior to any public hearing concerning the Policy. The Policy must be approved by City Council prior to engaging in any of the following:

- (a) Requesting military equipment made available pursuant to USC § 2576(a).
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the Department's jurisdiction.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by this Policy.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

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- (g) Acquiring military equipment through any means not provided above.

708.6 COMPLIANCE

- (a) Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations and, or actions.
- (b) Members of the public may register complaints or submit questions or concerns about the use of each type of military equipment in this Policy by any of the following means:
 1. Via email to: ArcadiaPolice@ArcadiaCa.gov
 2. Via telephone to: (626) 574-5156
 3. Via mail to: Arcadia Police Department
Attn: Military Equipment Use Coordinator
250 W. Huntington Drive
Arcadia, CA 91007

The Department is committed to responding to complaints, concerns, and questions received through any of the above methods in a timely manner.

708.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

708.8 ANNUAL REPORT

Upon approval of this Policy, the Chief of Police or the authorized designee should submit a military equipment report to City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department's website for as long as the military equipment is available for use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in Department inventory. "Type" of military equipment is defined to mean each item that shares the same manufacturer model number.

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708.9 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



STAFF REPORT

Police Department

DATE: April 5, 2022

TO: Honorable Mayor and City Council

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

SUBJECT: ORDINANCE NO. 2387 ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481
Recommendation: Introduce

SUMMARY

On September 30, 2021, Governor Newsom signed Assembly Bill 481 ("AB 481") which requires law enforcement agencies to adopt a military equipment use policy ("Policy"), by ordinance. Ordinance No. 2387 (Attachment "A") and the proposed Equipment Use Policy (Exhibit "A" of Ordinance No. 2387) have been prepared to meet the requirements of AB 481.

It is recommended that the City Council introduce Ordinance No. 2387, adopting a Military Equipment Use Policy pursuant to Assembly Bill 481.

BACKGROUND

AB 481, (Attachment "B"), is intended to increase transparency, accountability, and oversight surrounding the acquisition and use of military equipment by state and local law enforcement. In addition to requiring each law enforcement agency's governing body to adopt a written military use policy by ordinance, AB 481 requires the following:

- Publish the draft military equipment use policy to the Police Department's website 30 days ahead of a public hearing to approve the policy.
- Obtain approval by the applicable governing body (City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.
- Publish an annual report by the law enforcement agency to include each type of military equipment approved by the governing body.
- Annual review of the military equipment use ordinance by the governing body, and option to either disapprove a renewal of a type of military equipment or

amend the military equipment use policy if it determines that the military equipment does not comply with standards for approval.

- Hold at least one well-publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the annual military equipment report.

In compliance with the requirements of AB 481, the proposed Policy was published on the Department's website as of March 2, 2022, which meets the required 30-day publishing period. In addition, a Public Hearing Notice was published in the Arcadia Weekly 10 days prior to this meeting.

DISCUSSION

The purpose of the Policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to AB 481. AB 481 has created Government Code 7070, which defines what is categorized as military equipment and what steps the Department needs to take to have possession of that equipment. The Police Department's proposed Policy has been drafted to meet the requirements of AB 481 as follows:

- The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to any available alternative that can achieve the same objective of officer and civilian safety.
- Military Equipment obtained prior to the introduction of the law met the policy that was in effect at the time. If prior uses do not comply with the accompanying Military Equipment Use Policy, corrective action will be taken to remedy nonconforming use and ensure future compliance.

Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use.

In addition, this Ordinance will be reviewed by the City Council at least annually and based on an annual military equipment report that will be submitted to the City Council in accordance with AB 481, the City Council will determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

Currently, the Police Department's military equipment inventory includes: a robot, rifles, less lethal munitions, chemical agents and delivery devices, distraction devices, breaching tools, and a mobile command post. The military equipment listed has been in use for several years and used only by specialized teams and trained personnel. In addition, these items (apart from the rifles) are considered less lethal equipment and are to be used for specific circumstances. The Policy includes a detailed description of all the items and their usefulness to carrying out police objectives.

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 introduction of Ordinance No. 2387 has no direct fiscal impact to the General Fund. Maintenance of the equipment inventory and the annual reporting required by AB 481 will be handled within normal staffing efforts.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and introduce Ordinance No. 2387 adopting a Military Equipment Use Policy pursuant to Assembly Bill 481.

Approved:



Dominic Lazzaretto
City Manager

Attachments: "A" – Ordinance No. 2387
"B" – Assembly Bill 481

Attachment "A"

ORDINANCE NO. 2387

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 ("AB 481") into law which requires law enforcement agencies to adopt a military equipment use policy ("Policy") prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law; and

WHEREAS, AB 481 requires adoption of the Policy by City Council before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

WHEREAS, to continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022; and

WHEREAS, in accordance with AB 481, the proposed Policy was made available on the website of the Arcadia Police Department ("Police Department") at least 30 days prior to the public hearing by the City Council to adopt the Policy; and

WHEREAS, once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use; and

WHEREAS, in accordance with AB 481, the Policy is being agendized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

WHEREAS, this Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

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 incorporated and adopted as findings of this Ordinance as if fully set forth herein.

SECTION 2. Findings. Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. Military Equipment Use Policy Adopted. In light of the findings in Section 2, and in accordance with AB 481, the Policy attached to this Ordinance as Exhibit "A" is hereby adopted by the City Council.

SECTION 4. Severability. Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. CEQA. 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 summary or ¼ page advertisement of the 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.


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
City Attorney

Exhibit - "A"

Military Equipment Use Policy

[Attached behind this page]

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MILITARY EQUIPMENT

708.1 PURPOSE AND SCOPE

The purpose of this policy (“Policy”) is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 (“AB 481”). (California Government Code § 7070 *et seq.*)

708.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code Section 7070, and as follows:

Governing body — City of Arcadia City Council (“City Council”).

Military equipment — Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (“MRAP”) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (“HMMWV”), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code Section 30510 and Penal Code Section 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (“LRADs”).

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- Kinetic energy weapons and munitions.
- Any other equipment as determined by City Council or a state agency to require additional oversight.

708.2 POLICY

It is the Policy of the City of Arcadia (“City”) that members of the Arcadia Police Department (“Department”) comply with the provisions of AB 481 with respect to the funding, acquisition and use of military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of the Department to act as the Military Equipment Coordinator. The responsibilities of the Military Equipment Coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this Policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting; and
 2. Preparing for public questions regarding the Department’s funding, acquisition, and use of military equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and City Council and ensuring that the report is made available on the Department website.
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

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708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

708.4.1 ROBOT

An unmanned machine operating on the ground utilized to enhance the safety of the community and officers.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: The Robotex Avatar III (“Avatar III”) is a remote controlled, tracked, unmanned device used to surveil an area or building before officers enter it.
 2. Quantity: One (1).
 3. Capabilities: The Avatar III is equipped with a camera that provides a real time view of its surroundings, it has a two-way communication system that allows officers to communicate with subjects/suspects remotely, and an articulating arm that allows it to open doors and move objects.
 4. Purchase Cost: The Avatar III was purchased in 2019 for \$46,000.
- (b) Purpose: The Avatar III enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations and communicate with the subjects/ suspects from a safe distance quickly and safely.
- (c) Authorized Use: Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the Incident or Tactical Commander.
- (d) Expected Life Span: 8-10 years.
- (e) Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$200.
- (f) Training: All robot operators must complete three (3) hours of training provided by the S.W.A.T. team.
- (g) Legal and Procedural Rules: The Avatar III will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes. in a manner that respects the privacy of our community and complies with State and Federal Law.

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708.4.2 MM LAUNCHERS AND ROUNDS

40MM Launchers are utilized by Department personnel as a less lethal tool to launch impact rounds.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Defense Technology. 40MM Exact Impact Sponge.
2. Quantity: 520.
3. Capabilities: A less lethal 40MM lightweight plastic and foam projectile fired from a single shot 40MM launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40MM Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 125 feet from the target.
4. Cost: \$18 each.

Item No. 2

1. Description: Defense Technology, 40MM Direct Impact OC.
2. Quantity: 140.
3. Capabilities: A less lethal 40MM lightweight plastic foam projectile fired from a single shot 40MM launcher with a rifled barrel at 295 FPS. The 39-gram foam projectile delivers 120 ft/lbs of energy upon impact in addition to the dispersion of 5 grams of OC irritant. The 40MM Direct Impact OC Round provides accurate and effective performance when deployed from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
4. Purchase Cost: \$30 each.

Item No. 3

1. Description: Defense Technology, Ferret 40MM Liquid Barricade Penetrator Round.
2. Quantity: 76.
3. Capabilities: A less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting

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the barrier, the nose cone ruptures and instantaneously delivers a small amount of chemical agent inside of a structure or vehicle. In a tactical deployment situation, the 40MM Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

4. Purchase Cost: \$23 each.

Item No. 4

1. Description: Defense Technology, 40MM Round Muzzle Blast with C5.
 2. Quantity: 22.
 3. Capabilities: The 40MM Muzzle Blast OC Round is a less lethal option for the immediate and close deployment of chemical agent. It can also be employed in tactical operations such as barricaded subjects for area denial, area contamination, and a means of contaminating crawl spaces and attics. It can be deployed inside or outside and has a maximum effective range of 30 feet.
 4. Purchase Cost: \$28 each.
- (b) Purpose: To limit the escalation of conflict and to decrease the potential use of lethal force.
 - (c) Authorized Use: Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
 - (d) Expected Life Span: 15 years.
 - (e) Fiscal Impact: Annual maintenance is approximately \$10 for each launcher.
 - (f) Training: Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by P.O.S.T. certified less lethal and chemical agent instructors.
 - (g) Legal and Procedural Use: Officers will deploy 40MM impact and chemical agents in compliance with Arcadia Police Manual section 300 and in compliance with State and Federal Law regarding the use of force.

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708.4.3 COMBINED SYSTEMS LC5 40MM LAUNCHING CUP

The combined systems LC5 40MM launching cups are cups that attach to 12-gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Combined Systems LC5 40MM Launching Cup.
 2. Quantity: Two (E),
 3. Capabilities: The cups can be attached to a 12-gauge shotgun and the munition is launched with a model 2800 launching cartridge.
 4. Purchase Cost: \$150 each.
- (b) Purpose: To deploy chemical agents into an area or location from a distance.
- (c) Authorized Use: Situations for use of the less lethal weapon systems may include but are not limited to dangerous and/or combative individuals. Riot/crowd control and civil unrest incidents. Circumstances where a tactical advantage can be obtained by the use of chemical agent, and potentially vicious animals.
- (d) Expected Lifespan: 25 years.
- (e) Fiscal Impact: No annual maintenance.
- (f) Training: Sworn members utilizing LC5 40MM launching cups are trained in their use by P.O.S.T. certified less lethal and chemical agent instructors.
- (g) Legal and Procedural Use: Only fully trained S.W.A.T. Operators will deploy LC5 40MM Launching Cup, in compliance with Arcadia Police Manual section 300 and in compliance with State and Federal Law regarding the use of force.

708.4.4 DISTRACTION DEVICE

A distraction device is used to distract dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Defense Technologies Low Roll DD.
2. Quantity: 12.

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3. Capabilities: A non-bursting, non-fragmenting single use device that produces a loud sound and bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
4. Cost: \$50 each.

Item No. 2

1. Description: ALS1208 Bore Thunder.
 2. Quantity: 12.
 3. Capabilities: The ALS1208 Bore Thunder is a 12-gauge barrel delivered light and sound distraction device that produces approximately 174 dB at five (5) feet. Because the Bore Thunder remains in the delivery device, the potential for accidental fire or unintended injury is drastically reduced.
 4. Purchase Cost: \$6.80 each.
- (b) Purpose: To produce brilliant light and loud sound to momentarily distract a suspect or subject (6-8 seconds), to enhance the officers' ability to safely contact and detain or arrest.
- (c) Authorized Use: Diversionary devices shall only be used by S.W.A.T. Operators who have been trained in their proper use during hostage and barricaded subject situations, high-risk warrant (search/arrest) services where there may be extreme hazards to officers, or during other high-risk situations where their use would enhance officer and community safety.
- (d) Expected Lifespan: Until used.
- (e) Fiscal Impact: No annual maintenance.
- (f) Training: Prior to use, S.W.A.T. Operators must attend diversionary device training that is conducted by P.O.S.T. certified instructors.
- (g) Legal and Procedural Rules Use: The Department will only utilize diversion devices for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

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708.4.5 RIFLES

Firearms that are fired from the from the shoulder, having a long spiral grooved barrel to make bullets spin and thereby have greater accuracy over a long distance.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Colt M4 Commando.223 carbine converted from fully automatic to semi-automatic.
2. Quantity: 107.
3. Capabilities: To provide precision fire to address a threat with more accuracy than a handgun, particularly at greater distances.
4. Purchase Cost: \$750 each.

Item No. 2

1. Description: Peer LE Gold Dot.223 Rem 55 grain ammunition.
2. Quantity: 120,000 rounds.
3. Purchase Cost: \$600 per 1000 rounds.

Item No. 3

1. Description: Black Hills.308 STX Copper 168 grain STX ammunition.
2. Quantity: 1000 rounds.
3. Purchase Cost: \$2,300.

Item No. 3

1. Description: Colt Automatic Rifle (AR) .223.
2. Quantity: 1
3. Purchase Cost: \$1400.00.

- (b) Purpose: To be used as precision weapons to address a threat with more accuracy than a handgun, particularly at greater distances. The AR is an area denial and material destruction weapon.
- (c) Authorized Use: Only members who have completed P.O.S.T. certified training are authorized to deploy a rifle.

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- (d) Expected Lifespan: 10 years.
- (e) Fiscal Impact: Annual maintenance is approximately \$50 for each rifle.
- (f) Training: Prior to using a rifle, Officers must be certified by a P.O.S.T. instructor in the operation of the rifle. Additionally, all members that operate the rifle are required to train with it a minimum of three (3) times a year and must pass an annual range qualification.
- (g) Legal and Procedural Rules Use: Officers will deploy patrol rifles and the AR in accordance with Department manual section 312.3.1, and pursuant to State and Federal law regarding the use of force.

708.4.6 CHEMICAL AGENT AND SMOKE CANISTERS

Canisters that contain chemical agents that are released when deployed.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Defense Technology, Triple-Chase Separating Canister, CS.
2. Quantity: 50
3. Capabilities: The Triple-Chase CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.5 in. by 2.7 in. and holds approximately 3.2 oz. of active agent. It has an approximate dispersion time of 20-30 seconds.
4. Purchase Cost: \$47 each.

Item No. 2

1. Description: Defense Technology, Riot Control Continuous Discharge Grenade.
2. Quantity: Eight (8).
3. Capabilities: The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous dispersion that expels its contents in approximately 20-40 seconds through four ports located on the top of the canister. This canister can be used to

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conceal tactical movement or to route a crowd. This launchable canister is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.

4. Purchase Cost: \$27 each.

Item No. 3

1. Description: Defense Technology, Flameless Expulsion 0C Grenade.
 2. Quantity: 18.
 3. Capabilities: The 0C Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnic canisters, this device's contents are expelled upon actuation of a C02 cartridge that will affect a confined area of approximately 1500 square feet. The canister is 7.5 in. by 1.65 in. and delivers approximately .02 oz. of active agent during its 3-second discharge time.
 4. Purchase Cost: \$49 each.
- (b) Purpose: To deescalate a situation and lower the likelihood of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.
- (c) Authorized Use: Only officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
- (d) Training: Sworn members utilizing chemical agent canisters must be certified by P.O.S.T. less lethal and chemical agent instructors.
- (e) Fiscal Impact: No annual maintenance.
- (f) Legal and Procedural Rules: Officers will only deploy chemical agents in compliance with Department manual section 300, and State and Federal law, including those regarding the use of force.

708.4.7 EXPLOSIVE BREACHING TOOLS

Explosive breaching tools are tools that are used to conduct an explosive breach to create an entry or exit point during a tactical situation.

- (a) Description, quantity, capabilities, and purchase cost:

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Item No. 1

1. Description: Detonating Cord.
2. Quantity: 80 feet.
3. Capabilities: The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a highspeed fuse which explodes, rather than burns, and is suitable for detonating explosives.
4. Purchase Cost: \$1 per foot.

Item No. 2

1. Description: Nonel Detonators.
2. Quantity: 12.
3. Capabilities: A detonator is a small sensitive primary explosive device generally used to detonate a larger, less sensitive secondary explosive, such as plastic explosive.
4. Purchase Cost: \$12 each.

Item No. 3

1. Description: Royal Remington 870 Express Breaching Shotgun:
 2. Quantity: Two (2).
 3. Capabilities: This device allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gases to prevent overpressure. This device can also defeat windows and sliding glass doors. This device uses a less lethal 2.4-inch shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot, at a velocity of 270-290 feet per second (FPS).
 4. Purchase Cost: \$658 each.
- (b) Purpose: To quickly and safely gain entry into a structure.

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- (c) Authorized Use: Explosive breaching may only occur after authorization by the Incident Commander or Tactical Commander, in the field.
- (d) Fiscal Impact: Annual maintenance is approximately \$500.
- (e) Training: Officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations. This includes the use of the breaching shotgun.
- (f) Legal and Procedural Rules: Only fully trained S.W.A.T. Operators are authorized to use explosive breaching devices and only with the authorization of the Incident or Tactical Commander.

708.4.8

PEPPERBALL LAUNCHER

A device that discharges irritant projectiles.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: PepperBall VKS Carbine.
2. Quantity: Five (5).
3. Capabilities: The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a dual feed system that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.
4. Purchase Cost: \$600 each.

Item No. 2

1. Description: PepperBall Live-X Projectile.
2. Quantity: 500.
3. Capabilities: The Live Projectile contains a concentrated amount of PAVA pepper powder. One round of LIVE-X contains the equivalent to 10 standard PepperBall rounds. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60 feet and an area of saturation of 150+ feet. The projectile contains 5% PAVA powder.
4. Purchase Cost: \$3 per projectile.

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- (b) Purpose: To deescalate a situation and lower the potential for the use of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.
- (c) Authorized Use: Only those officers who have been trained in the use of PepperBall launchers are authorized to use them.
- (d) Expected Lifespan: Launcher and munitions: Five (5) years.
- (e) Fiscal Impact: Annual maintenance is approximately \$50 for each PepperBall launcher.
- (f) Training: Sworn members utilizing PepperBall launchers and projectiles are trained in their use by P.O.S.T. certified less lethal and chemical agent instructors.
- (g) Legal and Procedural Rules: Officers will deploy the PepperBall launcher in compliance with Department Manual Section 300, and to State and Federal law, including those regarding the use of force.

708.4.9 MOBILE COMMAND POST VEHICLE (MCP)

The Mobile Command Post (M.C.P.) vehicle is a mobile office that provides shelter, access to Department computer systems, communications, food, and restroom facilities on extended events.

- (a) Description, quantity, capabilities, and purchase cost:

Item No. 1

1. Description: Freightliner Chassis (custom built) vehicle.
 2. Quantity: One (1).
 3. Capabilities: The M.C.P. can also be utilized for S.W.A.T./C.N.T. and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.
 4. Purchase Cost: \$280,000.
- (b) Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.
 - (c) Authorized Use: The M.C.P. shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. Furthermore, only

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personnel who have completed the Department's driving and operations training will be allowed to drive the M.C.P. (Per S.O.P.).

- (d) Expected Lifespan: The M.C.P., 20-year lifespan on chassis and vehicle structure. Upgrades as needed to ensure updated and properly maintained I.T. systems.
- (e) Fiscal Impact: Annual maintenance is approximately \$11,000.
- (f) Training: The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators will also receive training in the proper set-up and break down of the M.C.P. when deployed for events and operations.
- (g) Legal and Procedural Rules: It is the policy of the Department to use the M.C.P. only for official law enforcement purposes, and in the accordance with California State law, City & Department Policies, and Standard Operating Procedures ("S.O.P.") related to the operation of emergency motor vehicles.

708.5

APPROVAL

The Chief of Police or the authorized designee shall obtain approval from City Council by way of an ordinance adopting this Policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the Policy is submitted to City Council and is available on the Department website at least thirty (30) days prior to any public hearing concerning the Policy. The Policy must be approved by City Council prior to engaging in any of the following:

- (a) Requesting military equipment made available pursuant to USC § 2576(a).
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the Department's jurisdiction.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by this Policy.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

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- (g) Acquiring military equipment through any means not provided above.

708.6 COMPLIANCE

- (a) Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations and, or actions.
- (b) Members of the public may register complaints or submit questions or concerns about the use of each type of military equipment in this Policy by any of the following means:
 1. Via email to: ArcadiaPolice@ArcadiaCa.gov
 2. Via telephone to: (626) 574-5156
 3. Via mail to: Arcadia Police Department
Attn: Military Equipment Use Coordinator
250 W. Huntington Drive
Arcadia, CA 91007

The Department is committed to responding to complaints, concerns, and questions received through any of the above methods in a timely manner.

708.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

708.8 ANNUAL REPORT

Upon approval of this Policy, the Chief of Police or the authorized designee should submit a military equipment report to City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department's website for as long as the military equipment is available for use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in Department inventory. "Type" of military equipment is defined to mean each item that shares the same manufacturer model number.

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708.9 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Date Published: 10/01/2021 09:00 PM

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to

public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.



STAFF REPORT

Office of the City Manager

DATE: April 19, 2022

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Dr. Jennifer Brutus, Senior Management Analyst

SUBJECT: RESOLUTION NO. 7417 AUTHORIZING COMPENSATION INCREASES FOR SPECIFIC EMPLOYEE CLASSIFICATIONS IN THE ARCADIA CITY EMPLOYEES' ASSOCIATION ("ACEA"), ARCADIA PUBLIC WORKS EMPLOYEES' ASSOCIATION ("APWEA"), UNREPRESENTED GROUP, AND EXECUTIVE MANAGEMENT GROUP
Recommendation: Adopt

SUMMARY

It is recommended that the City Council adopt Resolution No. 7417 (Attachment "A") authorizing compensation increases for positions in specific classifications from the Arcadia City Employees' Association ("ACEA"), Arcadia Public Works Employees' Association ("APWEA"), Unrepresented Group, and Executive Management Group, and amending the associated salary schedules accordingly to meet fair compensation standards and strengthen employee retention. The salary increases will cost \$40,142 for the final two months of Fiscal Year 2021-22 with an annual difference of \$248,211 beginning in Fiscal Year 2022-23.

BACKGROUND

Over a series of meetings in the latter half of 2021, the City Council approved updated Memoranda of Understanding ("MOUs") with all five of the City's labor bargaining groups. These MOUs included agreements on compensation increases over a three-year period for all employees in the City, in addition to other benefits and modifications. Subsequent to the approval of these agreements, the City Council directed staff to further examine the City's salary schedules to determine where equitable adjustments could be made. Specifically, the focus of this work included review of positions that currently fall 10% or more below the median salary range for similar positions in comparable cities even after salary adjustments provided in the MOUs.

DISCUSSION

Data was collected following the implementation of the first year of compensation increases agreed to in the MOUs. It was determined that there are 20 specific employee classifications that should be adjusted in the ACEA, APWEA, and Unrepresented Groups, and four classifications that should be adjusted in the Executive Management Group. The specific positions and proposed adjustments are shown in the table attached to the proposed resolution and are listed below for reference:

- APWEA: Maintenance Worker, Utilities Crew Supervisor, Water Production Supervisor, Streets Maintenance Crew Supervisor.
- ACEA: Recreation Coordinator, Code Services Officer, Senior Code Services Officer, Engineering Assistant, Senior Engineering Assistant, Assistant Engineer, Associate Civil Engineer, Senior Civil Engineer, Building Inspector, Senior Building Inspector, Fire Prevention Specialist, Assistant Planner, Associate Planner, Senior Planner.
- Unrepresented/Executive Management: Executive Assistant, Fire Battalion Chief, Director of Library & Museum Services, Director of Recreation & Community Services, Director of Administrative Services, Assistant City Manager/Development Services Director.

The majority of the positions listed are engineering and technical employee classifications that require professional degrees or certifications and experience that is difficult to acquire. Because the salaries offered have not been competitive, many of these positions have had a high turnover rate in recent years and are often difficult to fill. For many of these classifications, the City is also competing with private sector employers, which are known to pay significantly more for positions requiring similar skill levels, technical skills or degrees, or certifications.

Likewise, several positions are among the lowest compensated full-time positions in the City; when those salaries are significantly lower than the marketplace, it is difficult to retain and attract qualified candidates.

For Battalion Chiefs, an adjustment is warranted due to the compaction between this position and the Captain position, which receives general overtime and differential pay, whereas the Battalion Chief position does not. The result is that the lower-level position currently receives higher base compensation than their supervisor, which is a disincentive for promotion.

Compensation Increases for APCEA, APWEA, Unrepresented Group, and Executive Management Group

April 19, 2022

Page 3 of 3

As is required by the MOUs, the City's negotiating team met and conferred with the two bargaining groups containing affected classifications: the ACEA and the APWEA. The groups provided input and asked questions from their Board and Membership.

It is recommended that the City Council approve the salary increases to bring the labor rates in line with fair standards. By authorizing the compensation adjustments, the City will be doing what it can to offer more competitive salaries in a highly competitive job market and will provide more internal consistency with the City's overall compensation principles.

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

Increasing the salaries of the listed employees for the remainder of Fiscal Year 2021-22 (2 months) will cost \$40,142. There are sufficient funds to support this increase in the Fiscal Year 2021-22 Operating Budget.

The total annual cost will be \$248,211 in Fiscal Year 2022-23, which will be included in the proposed Operating Budget.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7417 authorizing compensation increases for specific employee classifications in the Arcadia City Employees' Association ("ACEA"), Arcadia Public Works Employees' Association ("APWEA"), Unrepresented Group, and Executive Management Group, and amending the associated salary schedules.

Attachment "A": Resolution No. 7417

Attachment "B": Updated Salary Schedules

Attachment "A"

RESOLUTION NO. 7417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA AUTHORIZING COMPENSATION INCREASES FOR SPECIFIC EMPLOYEE CLASSIFICATIONS IN THE ARCADIA CITY EMPLOYEES' ASSOCIATION ("ACEA"), ARCADIA PUBLIC WORKS EMPLOYEES' ASSOCIATION ("APWEA"), UNREPRESENTED GROUP, AND EXECUTIVE MANAGEMENT GROUP

WHEREAS, during Fiscal Year 2021-22, the City Council approved updated Memoranda of Understanding ("MOU") with all five of the City's labor bargaining groups, which included compensation increases, benefits changes, and other modifications, and directed staff to further review the City's salary schedules to determine where equitable adjustments could be made; and

WHEREAS, staff reviewed positions that fell into one or more categories, including those positions that currently fall roughly 10% or more below the median salary range for similar positions in comparable cities even after salary adjustments provided in the MOUs, positions that had shown to be challenging to retain and fill at their current levels, and positions that require specific technical skills and/or degrees; and

WHEREAS, following the review it was concluded that adjustments are needed to meet fair compensation standards, and strengthen employee recruitment and retention; and

WHEREAS, it was determined that there are 20 specific employee classifications that should be adjusted in the Arcadia City Employees' Association ("ACEA"), Arcadia Public Works Employees' Association ("APWEA"), and Unrepresented Groups, and four classifications that should be adjusted in the Executive Management Group, for which the associated salary schedules will be amended; and

WHEREAS, an additional increase of \$1,000 per month should be added to the Assistant City Manager classification to differentiate this position from the rest of the

Executive Management Group; and

WHEREAS, ultimately the compensation adjustments will allow the City to offer more competitive salaries in a highly competitive job market and provide more internal consistency with the City's overall compensation principles; and.

WHEREAS, the sum of forty thousand one hundred forty-two dollars (\$40,142) for the salary increases for the final two months of Fiscal Year 2021-22 is sufficiently funded in the City's Fiscal Year 2021-22 Operating Budget, and the annual cost of two hundred forty-eight thousand two hundred eleven dollars (\$248,211) of salary increases for Fiscal Year 2022-23 shall be included in the proposed Operating Budget.

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

SECTION 1. The compensation increases for specific employee classifications in the ACEA, APWEA, Unrepresented Group, and Executive Management Group are approved.

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

[SIGNATURES ON NEXT PAGE]

Passed, approved, and adopted this 19th 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

ATTACHMENT "B"
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
EXECUTIVE MANAGEMENT/ASSISTANT CITY MANAGER

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Director of Library & Museum Services	\$ 12,416	\$ 12,734	\$ 13,060	\$ 13,395	\$ 13,738	\$ 14,090	\$ 14,451	\$ 14,822	\$ 15,202	\$ 15,592
Director of Recreation & Community Services	\$ 12,416	\$ 12,734	\$ 13,060	\$ 13,395	\$ 13,738	\$ 14,090	\$ 14,451	\$ 14,822	\$ 15,202	\$ 15,592
Public Works Services Director	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122	\$ 15,500	\$ 15,891	\$ 16,286
Administrative Services Director	\$ 13,958	\$ 14,316	\$ 14,683	\$ 15,059	\$ 15,445	\$ 15,841	\$ 16,247	\$ 16,664	\$ 17,091	\$ 17,529
Assistant City Manager/ Development Services Director	\$ 14,508	\$ 14,880	\$ 15,262	\$ 15,653	\$ 16,054	\$ 16,466	\$ 16,888	\$ 17,321	\$ 17,765	\$ 18,220

SAFETY EXECUTIVE MANAGEMENT

Fire Chief	\$ 14,468	\$ 14,832	\$ 15,203	\$ 15,583	\$ 15,972	\$ 16,372	\$ 16,781	\$ 17,201	\$ 17,634	\$ 18,072
Police Chief	\$ 14,832	\$ 15,203	\$ 15,583	\$ 15,972	\$ 16,372	\$ 16,781	\$ 17,201	\$ 17,634	\$ 18,072	\$ 18,526

Assistant City Manager **										\$ 1,000
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** An Executive Management position that is also appointed as the Assistant City Manager will receive additional differential pay of \$1,000 per month.

ATTACHMENT "B"
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
SAFETY MANAGEMENT

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
910	Police Lieutenant	\$ 11,530	\$ 11,818	\$ 12,113	\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398
920	Fire Battalion Chief	\$ 11,818	\$ 12,113	\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758
930	Fire Battalion Chief	\$ 12,113	\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128
940		\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128	\$ 15,505
950		\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128	\$ 15,505	\$ 15,895
960	Deputy Fire Chief Police Captain	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128	\$ 15,505	\$ 15,895	\$ 16,292

ATTACHMENT "B"
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
UNREPRESENTED

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
56U	Human Resources Technician	\$ 4,724	\$ 4,843	\$ 4,966	\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899
57U		\$ 4,843	\$ 4,966	\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047
58U		\$ 4,966	\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047	\$ 6,199
59U		\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354
60U	Executive Assistant	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513
61U		\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675
62U	Executive Assistant	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843

EXHIBIT "B"
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
ACEA GROUP

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Assistant	\$ 3,345	\$ 3,427	\$ 3,515	\$ 3,602	\$ 3,692	\$ 3,785	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180
43	Accounting Technician I	\$ 3,427	\$ 3,515	\$ 3,602	\$ 3,692	\$ 3,785	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282
44		\$ 3,515	\$ 3,602	\$ 3,692	\$ 3,785	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389
45	Office Assistant	\$ 3,602	\$ 3,692	\$ 3,785	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498
46	Library Technician I Museum Education Coordinator	\$ 3,692	\$ 3,785	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609
47	Accounting Technician II Recreation Coordinator Senior Citizens Project Specialist	\$ 3,785	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724
48	Library Technician II	\$ 3,880	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843
49	Administrative Assistant City Clerk Technician Senior Citizens Program Specialist	\$ 3,979	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967
50	Building Technician I	\$ 4,077	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087
51	Recreation Coordinator	\$ 4,180	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216
52	Senior Library Technician	\$ 4,282	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346
53	Senior Accounting Technician Utility Billing Specialist	\$ 4,389	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481
54	Building Technician II Senior Administrative Assistant	\$ 4,498	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616
55	Code Services Officer Fire Administrative Specialist	\$ 4,609	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757
56	Engineering Assistant	\$ 4,724	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$ 4,843	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047
58	Code Services Officer Deputy City Clerk	\$ 4,967	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199
59	Engineering Assistant Historical Museum Curator Information Systems Specialist Librarian I Office Coordinator	\$ 5,087	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354
60	Business License Officer Senior Building Technician Senior Code Services Officer	\$ 5,216	\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513

EXHIBIT "B"
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
ACEA GROUP

61		\$ 5,346	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675
62	Assistant Planner Building Inspector Inspector Public Works Inspector Senior Code Services Officer Senior Engineering Assistant	\$ 5,481	\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843
63		\$ 5,616	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014
64	Assistant City Clerk Assistant Planner Building Inspector Inspector Fire Prevention Specialist (formerly Inspector) Librarian II Senior Engineering Assistant	\$ 5,757	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188
65		\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370
66	Assistant Engineer Associate Planner Senior Building Inspector Senior Public Works Inspector	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554
67		\$ 6,199	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743
68	Fire Prevention Specialist (formerly Inspector)	\$ 6,354	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743	\$ 7,936
69	Assistant Engineer Associate Planner Senior Building Inspector Plans Examiner	\$ 6,513	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743	\$ 7,936	\$ 8,135
70	Associate Civil Engineer	\$ 6,675	\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743	\$ 7,936	\$ 8,135	\$ 8,339
71		\$ 6,843	\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743	\$ 7,936	\$ 8,135	\$ 8,339	\$ 8,549
72		\$ 7,014	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743	\$ 7,936	\$ 8,135	\$ 8,339	\$ 8,549	\$ 8,758
73	Principal Librarian Senior Planner	\$ 7,188	\$ 7,370	\$ 7,554	\$ 7,743	\$ 7,936	\$ 8,135	\$ 8,339	\$ 8,549	\$ 8,758	\$ 8,977
74	Associate Civil Engineer	\$ 7,368	\$ 7,552	\$ 7,741	\$ 7,935	\$ 8,133	\$ 8,336	\$ 8,545	\$ 8,758	\$ 8,977	\$ 9,202
75	Senior Planner	\$ 7,552	\$ 7,741	\$ 7,935	\$ 8,133	\$ 8,336	\$ 8,545	\$ 8,758	\$ 8,977	\$ 9,202	\$ 9,432
76	Senior Civil Engineer	\$ 7,741	\$ 7,935	\$ 8,133	\$ 8,336	\$ 8,545	\$ 8,758	\$ 8,977	\$ 9,202	\$ 9,432	\$ 9,668
77		\$ 7,935	\$ 8,133	\$ 8,336	\$ 8,544	\$ 8,759	\$ 8,977	\$ 9,201	\$ 9,432	\$ 9,668	\$ 9,910
78	Senior Civil Engineer	\$ 8,133	\$ 8,337	\$ 8,545	\$ 8,758	\$ 8,978	\$ 9,201	\$ 9,431	\$ 9,668	\$ 9,909	\$ 10,157

ATTACHMENT "B"
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
APWEA GROUP

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
46P	Maintenance Worker	\$ 3,738	\$ 3,829	\$ 3,924	\$ 4,025	\$ 4,125	\$ 4,228	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665
47P		\$ 3,829	\$ 3,924	\$ 4,025	\$ 4,125	\$ 4,228	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783
48P		\$ 3,924	\$ 4,025	\$ 4,125	\$ 4,228	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903
49P	Maintenance Worker	\$ 4,025	\$ 4,125	\$ 4,228	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025
50P	Fleet Technician I	\$ 4,125	\$ 4,228	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151
51P		\$ 4,228	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276
52P	Water Production Technician I	\$ 4,334	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411
53P	Equipment Operator Building Maintenance Technician Storekeeper/Buyer	\$ 4,440	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544
54P	Fleet Technician II	\$ 4,553	\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682
55P		\$ 4,665	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827
56P	Fleet Technician/Welder Traffic Signal/Street Light Technician Water Production Technician II	\$ 4,783	\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971
57P		\$ 4,903	\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119
58P		\$ 5,025	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272
59P	Streets Maintenance Crew Supervisor Building Maintenance Crew Supervisor	\$ 5,151	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429
60P	Streets Maintenance Crew Supervisor	\$ 5,276	\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590
61P		\$ 5,411	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590	\$ 6,755
62P	Utilities Crew Supervisor Water Production Crew Supervisor	\$ 5,544	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590	\$ 6,755	\$ 6,927
63P	Utilities Crew Supervisor Water Production Crew Supervisor Fleet Maintenance Crew Supervisor	\$ 5,682	\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590	\$ 6,755	\$ 6,927	\$ 7,098
64P		\$ 5,827	\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590	\$ 6,755	\$ 6,927	\$ 7,098	\$ 7,275
65P		\$ 5,971	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590	\$ 6,755	\$ 6,927	\$ 7,098	\$ 7,275	\$ 7,458
66P	Water Quality Backflow Inspector	\$ 6,119	\$ 6,272	\$ 6,429	\$ 6,590	\$ 6,755	\$ 6,927	\$ 7,098	\$ 7,275	\$ 7,458	\$ 7,642



STAFF REPORT

Public Works Services Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7422 AMENDING THE FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR INSPECTION AND REHABILITATION OF THE ORANGE GROVE WELL 1A IN THE AMOUNT OF \$57,200, OFFSET BY FUNDS RECEIVED FROM THE AMERICAN RESCUE PLAN ACT OF 2021, AND CONTRACT WITH GENERAL PUMP COMPANY, INC. FOR THE INSPECTION AND REHABILITATION OF THE ORANGE GROVE WELL 1A PROJECT IN THE AMOUNT OF \$307,200

Recommendation: Adopt and Approve

SUMMARY

The Public Works Services Department's ("PWSD") water well management program provides preventative maintenance to the City's water supply wells. The City has 11 active wells that are video-inspected and rehabilitated once every 7 to 10 years to ensure well performance and reduce the possibility of unexpected mechanical failure. The inspection and rehabilitation of the Orange Grove Well 1A is recommended for Fiscal Year 2021-22. To ensure the City is receiving the most competitive prices and quality service for this work, a formal bid was conducted. General Pump Company, Inc. submitted a responsive bid and has demonstrated previously their capacity to perform this work.

It is recommended that the City Council adopt Resolution No. 7422 amending the Fiscal Year 2021-22 Capital Improvement Program budget and authorizing a supplemental budget appropriation for inspection and rehabilitation of the Orange Grove Well 1A in the amount of \$57,200, offset by funds received from the American Rescue Plan Act of 2021, and approve, authorize, and direct the City Manager to execute a contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 1A Project in the amount of \$307,200.

BACKGROUND

The City operates and maintains 11 groundwater wells, which produce an average of 16,500 acre-feet, or 5.4 billion gallons, of water to Arcadia customers each year. Regular

inspection and maintenance of the City wells is crucial to ensuring that the wells are operating at maximum production capacity and efficiency.

The American Water Works Association (“AWWA”) is a nonprofit organization that develops and publishes standards for the proper treatment, transportation, and storage of drinking water supplies. The AWWA Standards for Water Supply Wells recommend performing preventative maintenance every 7 to 10 years. This includes removing the well pump assembly, video inspecting the pump casing, and performing a comprehensive inspection of the well pump assembly and components. The PWSD has developed a water supply well inspection and rehabilitation program that follows these guidelines. Each year, one to two wells are selected for preventative maintenance based on the date of last inspection, maintenance records, and the current well efficiency. Preventative maintenance performed on the City’s water supply wells protects against higher emergency repair costs and the possibility of not meeting system demands should a water supply well go out of service for a long period of time.

The Orange Grove Well 1A is scheduled to be pulled, video inspected, and rehabilitated this year (see attached Project Location Map). The Orange Grove Well 1A was drilled in 1921 and the last time preventative maintenance was performed was in 2013. The well is part of a group of four wells that supply water from the Santa Anita Subarea of the Raymond Groundwater Basin. The well has been rehabilitated multiple times during its operational life. The production of Orange Grove Well 1A is significantly below its optimum performance, probably due to the build-up of mineral deposits on the well casings and the wear and tear on the pump components. Therefore, the rehabilitation of Orange Grove Well 1A will improve well efficiency and production capacity and will protect against an unplanned outages.

DISCUSSION

A Notice Inviting Bids was published in the City’s adjudicated newspaper and bid packages were distributed to contractors that perform this type of work. The City Clerk received one sealed bid on March 29, 2022, with the following result:

Bidder	Location	Bid Amount
General Pump Company, Inc.	San Dimas, CA	\$ 307,200.00

Although the notice inviting bids was sent to various contractors that provide this type of work and was published in the City’s adjudicated newspaper and City website, only one bid was received. Staff contacted several contractors that received the notice inviting bids to find out why they did not submit a bid. The response received was that they are short on labor and have prioritized other projects. Furthermore, the scope of work required as part of this project is very specialized; as such, there are not many contractors that perform this work. After careful review and consideration, it was determined that General Pump Company, Inc. is a responsive bidder, and is qualified to complete the project as

defined in the bid documents. General Pump Company, Inc. has successfully completed preventative maintenance on City of Arcadia wells and has completed similar projects for the Cities of Colton, Ontario, South Gate, Orange, and Anaheim.

ENVIRONMENTAL ANALYSIS

This well inspection and rehabilitation project is considered a Class 1 exemption as defined in Section 15301(b) of the California Environmental Quality Act since the project consists of the maintenance of existing public facility providing public utility service.

FISCAL IMPACT

Funds in the amount of \$250,000 were budgeted in the Fiscal Year 2021-22 Capital Improvement Program for this project. However, due to the latest inflation rate, the gasoline price surge, and material supply and labor shortages, the cost of this project has increased. The total cost of the project has exceeded the approved budget by \$57,200. On February 18, 2022, the City Council agreed that this project could be funded utilizing funds received from the American Rescue Plan Act of 2021. Therefore, a supplemental appropriation of \$57,200 is being requested from funds received from the American Rescue Plan Act of 2021.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7422 amending the Fiscal Year 2021-22 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for inspection and rehabilitation of the Orange Grove Well 1A in the amount of \$57,200, offset by funds received from the American Rescue Plan Act of 2021, and approve, authorize, and direct the City Manager to execute a contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 1A Project in the amount of \$307,200.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7422
Project Location Map
Proposed Contract

RESOLUTION NO. 7422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR INSPECTION AND REHABILITATION OF THE ORANGE GROVE WELL 1A IN THE AMOUNT OF \$57,200, OFFSET BY FUNDS RECEIVED FROM THE AMERICAN RESCUE PLAN ACT OF 2021

WHEREAS, the Public Works Services Department's ("PWSD") Water Well Management Program provides preventative maintenance to the City's water supply wells; and

WHEREAS, the inspection and rehabilitation of the Orange Grove Well 1A is recommended for Fiscal Year 2021-22; and

WHEREAS, the City Council adopted the Capital Improvement Program budget for Fiscal Year 2021-22, and the budget will need to be amended to address in particular an appropriation for the Fiscal Year 2021-22 Well Inspection and Rehabilitation Project; and

WHEREAS, the City Council approved this project to be funded utilizing funds received by the American Rescue Plan Act of 2021; and

WHEREAS, the Fiscal Year 2021-22 Well Inspection and Rehabilitation Project budget requires an appropriation of funds in the amount of \$57,200 from the funds received from the American Rescue Plan Act of 2021; and

WHEREAS, the City Manager has certified that there are sufficient American Rescue Plan Act of 2021 funds available.

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

SECTION 1. The sum of fifty-seven thousand two hundred Dollars (\$57,200) is hereby appropriated from the funds received from the American Rescue Plan Act of 2021 as a supplemental budget for the Fiscal Year 2021-22 Well Inspection and Rehabilitation Project.

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

Passed, approved and adopted this 19th day of April, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

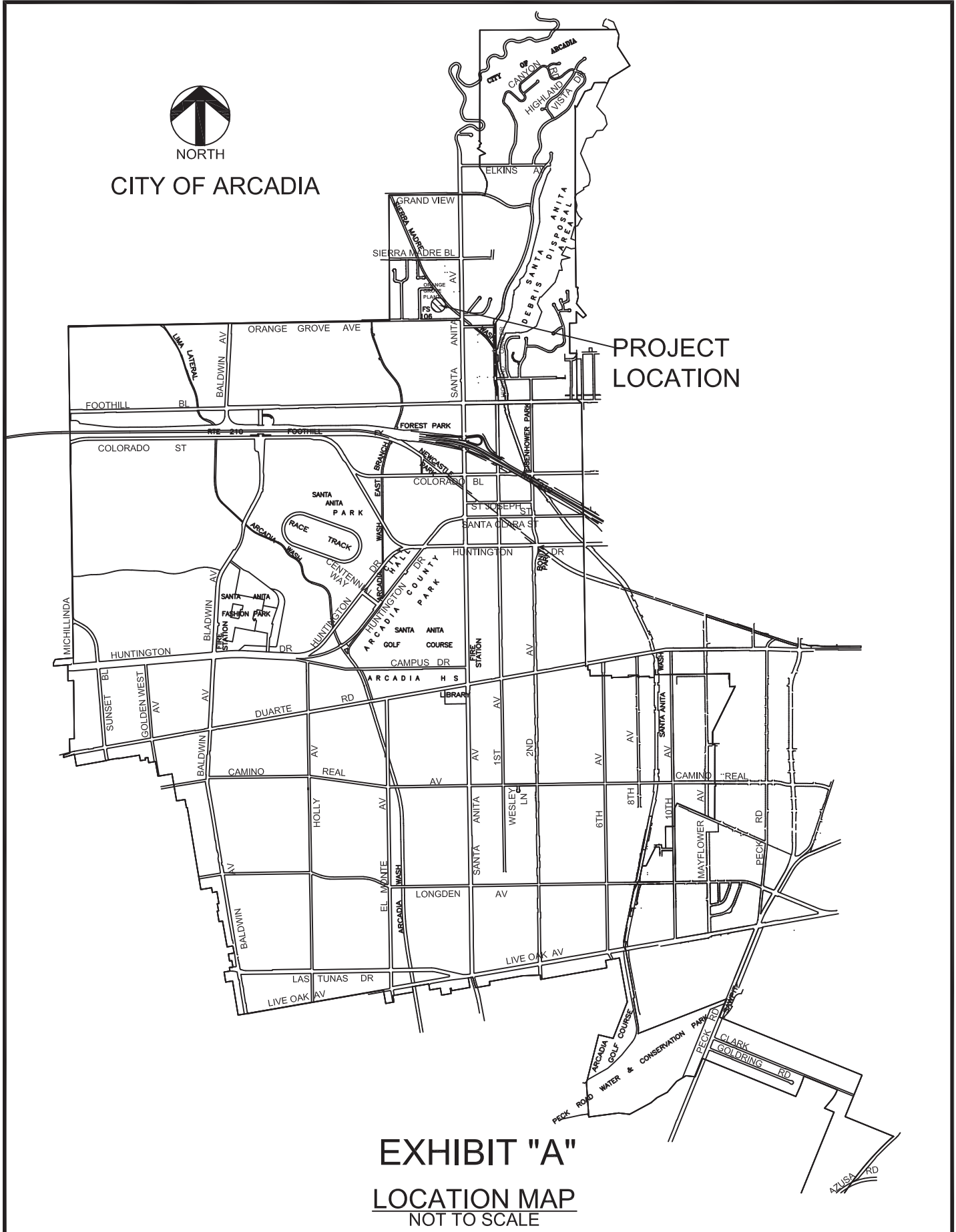
Stephen P. Deitsch

Stephen P. Deitsch
City Attorney

Well Inspection and Rehabilitation of Orange Grove Well 1A Project Project No.: 72863322



CITY OF ARCADIA



PROJECT
LOCATION

EXHIBIT "A"
LOCATION MAP
NOT TO SCALE

MZUSA RD

CITY OF ARCADIA

**WELL INSPECTION AND REHABILITATION OF
ORANGE GROVE WELL 1A PROJECT
PROJECT NO. 72863322**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
GENERAL PUMP COMPANY, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

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

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

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

**WELL INSPECTION AND REABILITATION OF ORANGE GROVE WELL 1A PROJECT /
PROJECT NO. 72863322**

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 **NINETY (90) CALENDAR DAYS** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **THREE HUNDRED SEVEN THOUSAND, TWO HUNDRED DOLLARS AND NO CENTS (\$307,200.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

GENERAL PUMP COMPANY, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Stephen P. Deitsch
City Attorney



STAFF REPORT

Development Services Department

DATE: April 19, 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: Linda Hui, Transportation Services Manager

SUBJECT: RESOLUTION NO. 7423 AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2021-22 TRANSPORTATION DEVELOPMENT ACT – ARTICLE 4 CLAIM FORMS TO RECEIVE CAPITAL AND OPERATING FUNDS FOR ARCADIA TRANSIT
Recommendation: Adopt

SUMMARY

Arcadia Transit is eligible to receive Transportation Development Act (“TDA”) Article 4 funds. In order to receive TDA Article 4 funds, the City of Arcadia is required to submit annual claim forms authorized by the City Council. Attached for City Council review and approval is Resolution No. 7423 authorizing the City Manager to submit claim forms for Fiscal Year 2021-22 TDA Article 4 and Fiscal Year 2020-21 Senate Bill 1 funds in a total amount of \$467,501. Once approved, the claim forms will be submitted to the Los Angeles County Metropolitan Transportation Authority (“Metro”) for processing. It is recommended that the City Council adopt Resolution No. 7423.

BACKGROUND

The California State Legislature adopted the Transportation Development Act-Article 4 (under SB 325) in 1971 to generate revenue from retail sales tax and gasoline/diesel sales tax for public transportation projects. The funds are allocated by the Southern California Association of Governments (“SCAG”) via the Local Transportation Fund (“LTF”) and the State Transit Assistance (“STA”) programs based on area population and transit fare revenue generated by an agency’s local transit system. Metro serves as the regional planning agency for Los Angeles County, and administers and processes the funds to each participating municipal transit operator.

Local Transportation Fund (“LTF”) revenue is derived from 0.25% of the retail sales tax collected statewide for transportation planning and mass transit activity. The California State Board of Equalization returns the quarter cent to each County according to the amount of taxes collected in its jurisdiction. Eligible uses include public transit, program administration, transportation planning, pedestrian and bicycle facilities, special group

transportation service, and rail passenger service. The City of Arcadia has been allocated \$381,841 in Fiscal Year 2021-22 in LTF funds to operate Arcadia Transit.

The State Transit Assistance (“STA”) fund was approved in 1980 as a secondary source of revenue for SB 325 dedicated to public transit operation and capital expenditures. STA revenue is generated from the statewide sales tax on gasoline and diesel fuels, and is appropriated by the California State Controller’s Office to the regional Transportation Planning Agencies (i.e., Metro) for formula allocation. The formula is calculated using 50% population count and 50% operator revenues for the prior fiscal year. The City of Arcadia has been allocated \$32,359 in Fiscal Year 2021-22 in STA Funds for Arcadia Transit operations.

The Senate Bill 1 (“SB 1”), Road Repair and Accountability Act of 2017 allocated additional STA Funds in the amount of \$15,189, and State of Good Repairs (“SGR”) Funds in the amount of \$38,112 in Fiscal Year 2020-21 for transit capital. The SB 1 funds are reimbursable on a project-by-project basis. The FY 2020-21 SB 1 funds were reserved to backfill the City’s matching fund for the 2019 purchase of buses and will be claimed this Fiscal Year.

DISCUSSION

In order to receive TDA Article 4 and SB 1 funds, the City of Arcadia is required to submit claim forms authorized by the City Council. Resolution No. 7423 authorizes the City Manager to submit claim forms for FY 2021-22 TDA Article 4 and FY 2020-21 SB 1 funds in a total amount of \$467,501. Once approved, the claim forms will be submitted to the Metro for processing.

ENVIRONMENTAL IMPACT

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The City of Arcadia will receive \$381,841 in TDA Article 4 Funds-LTF and \$32,359 in STA Funds for Fiscal Year 2021-22 to operate Arcadia Transit; and \$52,301 in SB 1 (\$15,189 in STA and \$38,112 in SGR) funds for Fiscal Year 2020-21 for transit capital. These funds are anticipated and included in projections to operate Arcadia Transit successfully.

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 adopt Resolution No. 7423 authorizing the submittal of the Fiscal Year 2021-22 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7423
FY22 Transportation Development Act, Article 4 Claim Forms

RESOLUTION NO. 7423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2021-22 TRANSPORTATION DEVELOPMENT ACT – ARTICLE 4 CLAIM FORMS TO RECEIVE CAPITAL AND OPERATING FUNDS FOR ARCADIA TRANSIT

WHEREAS, the Transportation Development Act of 1971 (“TDA”) (Chapter 1400, Statutes 1971 (SB 325), and amendments thereto) makes certain funds available for public transportation systems; and

WHEREAS, the Arcadia City Council has adopted a budget for Arcadia Transit for the 2021-22 Fiscal Year evidencing the need for financial assistance; and

WHEREAS, the Southern California Association of Governments (“SCAG”) has been charged with the responsibility for allocating the funds; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”) serves as the regional planning agent for Los Angeles County, and administers and processes the funds to each participating municipal transit operator.

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

SECTION 1. The City Council authorizes and directs the City Manager or his/her designee to execute and file a claim with Metro for TDA Article 4 funds, and to take any and all necessary further actions and execute any and all necessary documents in order to receive such funds.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 19th 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

Public Transportation System Claim

CHECKLIST OF ITEMS FILED

FISCAL YEAR:

CLAIMANT: City of Arcadia DATE: April 19, 2022

The items checked below are enclosed in connection with the claim filed herein:

1. **Pages 1 and 2 for TDA and STA**
(See instructions for completing the form in the instruction package).
2. **Financial Statement (Table L-1)**
(A separate table must be completed for each mode. The table should be consistent with the table included in the SRTP.)
3. **Standard Assurances for Claimants**
4. **Governing Body Authorization**
Submit a certified copy of a resolution or minute order.
5. **Justification Statements**
6. **Proposed Commitment Statement(s)**
Complete when requesting long-term capital reserves.
7. **Employee Retirement System Certification Statement**
8. **Proof of Funding Obligation**
Submit tangible evidence of imminent need for capital reserve drawdowns.
9. **Cooperative Agreement or Contract**
Submit copies if applicable
10. **TDA Reserves Held by County Auditor (Table 2)**
11. **California Highway Patrol Certification (Pull Notice)**
Current within 13 months.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION CLAIM

STANDARD ASSURANCES FOR APPLICANTS
FOR LOCAL TRANSPORTATION FUNDS (LTF) AND
STATE TRANSIT ASSISTANCE FUNDS (STAF)

Claimant: City of Arcadia Fiscal Year: 2021-22

PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

MTA
TDA
GUIDE
SECTION

Initial

- | | | |
|--------|--|-------|
| 1. | CERTIFIED FISCAL AND COMPLIANCE AUDIT | _____ |
| 1.8.1 | Claimant certifies that it has submitted a | |
| 1.8.3 | satisfactory, independent fiscal and compliance
audit, with required certification statement, to SCAG, MTA, and the
Department of Transportation, pursuant to PUC Section 99245 and
CAC Section 6664 for the prior fiscal year (project year minus two).
Claimant assures that this audit requirement will be completed for the
current fiscal year (project year minus one), and submitted to MTA no
later than 120 days after the close of the fiscal year. | |
| 2. | 90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT) | _____ |
| 1.8.2 | Claimant certifies that it has submitted a State Controller's Report | |
| 1.8.3 | in conformance with the Uniform System of Accounts and Records,
to SCAG, MTA, and the State Controller, pursuant to PUC Section
99243, for the prior year (project year minus two). Claimant assures
that this report will be completed for the current fiscal year (project
year minus one), and submitted no later than 90 days after the close
of the fiscal year. | |
| 3. | PART-TIME EMPLOYEES* | _____ |
| 5.6.2b | Claimant certifies that it is not precluded, by any contract entered
into on or after June 28, 1979, from employing part-time drivers or
contracting with common carriers of persons operating under a
franchise or license. Claimant further certifies that no person who
was a full-time employee on June 28, 1979, shall have his or her
employment, excluding overtime, reduced as a result of it employing
part-time drivers or contracting with those common carriers. (PUC
Section 99314.5c) | |

STANDARD ASSURANCES FOR APPLICANTS

Page 2.

MTA TDA GUIDE SECTION

Initial

4. **FIFTY PERCENT EXPENDITURE LIMITATION**
 - 2.2.1 Claimant filing a claim pursuant to PUC Section 99268.1 certifies that it was in compliance with PUC Section 99268 during the 1978-79 fiscal year, and further certifies that it will remain in compliance with that section during the project year.

5. **REVENUE RATIOS FOR OLDER OPERATORS**
 - 2.2.2 Claimant filing a claim pursuant to PUC Section 99268.2 certifies that it will maintain for the project year that ratio of fare revenues and local support to operating cost which was maintained during the 1978-79 fiscal year, and further assures for the project year that it reasonably anticipates achieving the ratio of fare revenues to operating cost at least equal to the ratio maintained in FY 1978-79, or (a) 20 percent if serving an urbanized area, and (b) 10 percent if serving a nonurbanized area, whichever is greater.

6. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS**
 - 2.2.2 Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.

7. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS**
 - 2.2.2 Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.

- 8a. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED**
 - 2.2.3 Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

STANDARD ASSURANCES FOR APPLICANTS

Page 3.

MTA TDA GUIDE SECTION

Initial

- 8b. **REVENUE RATIOS FOR PARATRANSIT SERVICES** _____
Claimant filing a claim pursuant to PUC Section
2.2.3 99275.5c (Article 4.5) further certifies that, for the project year, it reasonably anticipates achieving the performance criteria, local match requirements, or fare recovery ratios adopted by MTA.
9. **EXTENSION OF SERVICE** _____
Claimant that received an allocation of Local Transportation
1.8.4 Funds for an extension of service pursuant to PUC Section 99268.8
2.2.5 certifies that it will file a report of these services pursuant to CAC Section 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted.
10. **RETIREMENT SERVICE** _____
Claimant filing a claim pursuant to PUC Section 99260 certifies
2.1.7 that: (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (b) the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years; or (c) the operator has a private pension plan which sets aside and invests, or on a current basis, funds sufficient to provide for the payment of future benefits, and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.
- 11a. **USE OF FEDERAL FUNDS**
Claimant filing a claim for TDA funds for capital intensive projects
2.2.1 pursuant to PUC Sec. 99268.7 certifies that it has made every
2.2.8 effort to obtain federal funding for any project which is funded pursuant to PUC Sec. 99268.7.
- 11b. Claimant qualifying for funds pursuant to PUC Sec. 99268.1 and
filing a claim for TDA funds in excess of the amount allowed
2.2.1d under PUC Sec. 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed, pursuant to PUC Sec. 99267.5 and CAC Sec. 6633.1.

STANDARD ASSURANCES FOR APPLICANTS

Page 4.

**MTA
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GUIDE
SECTION**

Initial

12. **CHP CERTIFICATION** _____
2.2.9 Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.
13. **STA EFFICIENCY STANDARDS*** _____
Beginning in FY 1992, claimant filing a claim for State Transit Assistance Funds for operating purposes certifies that it has met the efficiency standards which limit cost per hour increases, pursuant to PUC Sec. 99314.6.
14. **REDUCED TRANSIT FARES** _____
Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 22511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

***STAP Claimants Only.**

City of Arcadia

Jason Kruckeberg, Assistant City Manager/
Development Services Director

CLAIM FORM

TDA CLAIM FORM

LTF PUBLIC TRANSPORTATION - ARTICLE 4

CLAIMANT: City of Arcadia

CONTACT PERSON: Linda Hui TELEPHONE: (626) 574-5435

DATE: April 19, 2022 FISCAL YEAR: 2021-22 COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
Article 4 PUC 99260(a)	1. Payment from FY 2021 Allocation - Operations	\$ <u>381,841</u>
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$ <u>0</u>
	3. Total FY 2021 funding mark (1 + 2)	\$ <u>381,841</u>

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to funds being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim.

CLAIM FORM - Amended

STATE TRANSIT ASSISTANCE FUND

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT: City of Arcadia

CONTACT PERSON: Linda Hui

TELEPHONE: (626) 574-5435

DATE: April 19, 2022

FISCAL YEAR: 2021-22

COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
() CAC, Section 6730 (a)	1. Payment from FY 2022 Allocation- Operations	\$ <u>32,359</u>
() CAC, Section 6730 (b)	2. Payment from FY 2021 Allocation (SB1-STA) - Capital	\$ <u>38,112</u>
() CAC, Section 6730 (c)		
() CAC, Section 6731 (a)	3. Payment from FY 2021 Allocation (SB1-SGR) - Capital	\$ <u>15,189</u>
() CAC, Section 6731 (b)	3. Total FY 2022 Fund Mark (1-3)	\$ <u>85,660</u>
() CAC, Section 6731 (c)		

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
 BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF CAPITAL FUNDS:	2020 Audited	2021 Estimated	2022 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307 (Sec. 9)	\$1,024		
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated			
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated	\$46		
STA from prior years reserve	\$0		
Other State (Specify): Prop 1B - PTMISEA/SGR	\$534		
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return	\$200		
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Prop. C Other (Specify)			
Other Local (Specify)			
TOTAL CAPITAL REVENUE	\$1,804	\$0	\$0

Table L - 1 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF OPERATING FUNDS:	2020 Audited	2021 Actual	2022 Budget
FEDERAL CASH GRANTS AND REIMBURSEMENTS			
FTA Sec. 5307 (Sec. 9) Operating	0	0	0
CMAQ (Operating)			
STATE CASH GRANTS AND REIMBURSEMENTS			
TDA Current from unallocated	362	308	382
STA Current from unallocated	54	56	32
Other State (Specify):			
LOCAL CASH GRANTS AND REIMBURSEMENTS			
Passenger Fares	9	4	5
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues			
Non-transportation Revenues			
Prop. A 40% Discretionary	224	238	241
Prop. A Incentive fund			
Prop. A Interest			
BSIP	23	22	23
TSE			
Base			
MOSIP	68	69	69
Prop. C 40% Discretionary - FY 2009 STA Backfill			
Prop. C 5% Security	7	5	7
Foothill Mitigation	14	10	12
Measure M 20% - Bus Operations	155	116	153
Measure R 20% - Bus Operations	150	117	152
Other Local (Specify):Settlement Reimbursement	20		
Other Local (Specify): Prop. A 25% Local Return	708	476	968
Other Local (Specify): Measure R 15% Local Return	347	317	645
Other Local (Specify): Overcharge Reimbursement		75	
Other (Specify): 2020 Federal CARES Act		413	
TOTAL OPERATING REVENUES	2,140	2,228	2,689

TABLE 2
TDA

Total Capital Funds Reserved
for future Payment (Total A & B) : \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2021</u>	(B) ANTICIPATED EXPENDITURE <u>FUTURE YEARS</u>
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TABLE 2 (B)
STA

Total Capital Funds Reserved
for Future Payment: \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) EXPENDITURE <u>FY 2022</u>	(B) EXPENDITURE <u>FUTURE YEARS</u>
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STAFF REPORT

Office of the City Manager

DATE: April 19, 2022

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7424 AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE CITY MANAGER'S OFFICE FOR PUBLIC AFFAIRS CONSULTING SERVICES AND RELATED PUBLIC OUTREACH IN THE AMOUNT OF \$39,500, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND PROFESSIONAL SERVICES AGREEMENT WITH TBWBH PROPS & MEASURES
Recommendation: Adopt and Approve

SUMMARY

The City Council is considering the adoption of proposed ballot measures for community ratification at the November 8, 2022, General Municipal Election. The ballot measures being considered are amendments to the City's Charter and establishing a new sports wagering tax. In advance of the election, the assistance of a professional consulting firm familiar with public outreach techniques would be highly beneficial to ensure that the public is fully informed of the options under consideration. Similar services were utilized prior to previous City-placed ballot measures, including the Measure A sales tax in 2019.

It is recommended that the City Council adopt Resolution No. 7424 amending the Fiscal Year 2021-22 General Fund Budget authorizing a supplemental appropriation in the City Manager's Office for public affairs consulting services and related public outreach in the amount of \$39,500, offset by a reduction in the General Fund Reserve; and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with TBWBH Props and Measures.

BACKGROUND

At the March 18, 2022, Special Joint Meeting of the Charter Review Committee ("Committee") and Arcadia City Council, the City Council discussed the placement of a series of initiatives on the November 8, 2022, General Municipal Election ballot, including various City Charter updates and creation of a new sports wagering tax should a

statewide measure be approved that allows for such activity at Santa Anita Park. In advance of the City Council's final direction on any proposed measure, it is recommended that a public affairs consultant be retained to assist with the preparation of ballot measure language and related public outreach to inform Arcadia voters about any potential changes to the Charter and the sports wagering tax.

DISCUSSION

The City Manager's Office researched public affairs consulting firms that specialize in strategy and communications for cities, counties, school districts, and other public agencies looking to communicate with the public about local ballot measures. Of the two firms that responded to the City's informal request for proposals, TBWBH was determined to be the only strategy and communications firm that had experience working on ballot measures in the City of Arcadia. In 2012, TBWBH assisted Arcadia Unified School District ("AUSD") with successfully establishing an annual parcel tax for five years to help prevent budget cuts and fund teachers and academic programs. Later, in 2017, the firm assisted AUSD with developing a measure to increase the local parcel tax and extend funding.

In addition, TBWBH has extensive experience working on ballot measures for local cities. In 2020 alone, the firm worked on 18 revenue measures for California cities, which included sales taxes, transient occupancy taxes, and utilities user taxes. The company has worked on projects for the Cities of Beverly Hills, Diamond Bar, Downey, Glendale, La Verne, Palmdale, Santa Monica, South Pasadena, and Whittier, amongst others. TBWBH also serves as the strategy and communication consultant to the County of Los Angeles.

TBWBH will assist the City with developing a public informational outreach program using modern communication tools to increase awareness of any proposed ballot measure. This task includes creating informational fact sheets, talking points, frequently asked questions and answers, educational content to be used on the City's website and social media platforms, and presentations. TBWBH will develop strategies and plans to best inform and engage the community, including internal and external stakeholder groups.

Based on the timeline for placing measures on the ballot, the City Manager's Office will utilize TBWBH's services for a period of six months in an amount not to exceed \$29,500. The City will pay a monthly base consulting fee of \$6,500, with an allotment of \$500 for reimbursable expenses for the first three months of the contract, for a total of \$21,000. An additional \$8,500 will be budgeted for as-needed, hourly consulting services for the subsequent three-month period leading up to the election. The second firm to provide a proposal, LG Campaigns, offered their services for \$5,500 per month; however, it was determined that they had less experience and their proposal lacked detail and direction. By means of comparison, for similar services for Measure A, the City paid a monthly retainer of \$11,000 with a different firm.

While the City is planning on utilizing its current public outreach modes, including social media, the Arcadia Hot Sheet, and City Newsletter as the primary mediums for related information, an additional \$10,000 is also being requested for additional print and mailing costs. Based on their experience, proven results, competitive pricing, and familiarity with the community, it is recommended that the City Council enter into a Professional Services Agreement with TBWBH. As a professional services agreement, a formal bid process is not required.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT

The Agreement with TBWBH is an amount not to exceed \$29,500. There is also a need for an additional \$10,000 in the budget for the cost of printing and postage for informational materials to be sent to all voter households in Arcadia. As such, a supplemental appropriation in the amount of \$39,500 is being requested for the City Manager's Office from the City's General Fund Reserve to adequately fund these anticipated costs for the City's November 2022 ballot measure(s).

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 adopt Resolution No. 7424 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental appropriation in the City Manager's Office for public affairs consulting services and related public outreach in the amount of \$39,500, offset by a reduction in the General Fund Reserve; and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with TBWBH Props and Measures.

Attachments: "A" Resolution No. 7424

"B" Proposed Professional Services Agreement

Attachment "A"

RESOLUTION NO. 7424

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE CITY MANAGER'S OFFICE FOR PUBLIC AFFAIRS CONSULTING SERVICES AND RELATED PUBLIC OUTREACH IN THE AMOUNT OF \$39,500, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE

WHEREAS, the City Council is considering the adoption of proposed ballot measures for community ratification at the November 8, 2022, General Municipal Election, which includes amendments to the City's Charter and establishing a new sports wagering tax; and

WHEREAS, the City will establish a new Professional Services Agreement with Terris Barnes Walters Boigon Heath Lester, Inc., doing business as TBWBH Props and Measures ("TBWBH"), for ballot measure and communication consulting services for the period of May 1, 2022, through October 31, 2022, in an amount not to exceed \$29,500. Over this six-month period, TBWBH will assist the City with developing any measures approved by the City Council for placement on the ballot; and

WHEREAS, in addition to assisting the City with ballot measure development, TBWBH will develop a public informational outreach program using modern communication tools to increase awareness for each ballot measure; and

WHEREAS, TBWBH will not be responsible for printing and mailing the City's communications materials such as informational brochures and direct mailers. The City will utilize its current vendor for these purposes; however, the City may incur additional costs for these materials and as a result staff is requesting an additional \$10,000 for these activities.

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

SECTION 1. The sum of thirty-nine thousand five hundred dollars (\$39,500) is hereby appropriated in the City Manager's Office Budget for public affairs consulting services and related public outreach, offset with an equal reduction in the General Fund Reserve.

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

Passed, approved and adopted this 19th 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

Attachment "B"

CITY OF ARCADIA PROFESSIONAL SERVICES AGREEMENT WITH TBWBH PROPS AND MEASURES, INC. FOR PUBLIC AFFAIRS CONSULTING SERVICES AND RELATED PUBLIC OUTREACH

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 TBWBH Props and Measures, Inc., a California Corporation with its principal place of business at 50 Osgood Place, 4th Floor, San Francisco, California, 94133 ("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: Ballot Measure Strategy and Communications Consulting Services (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in 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 **Twenty-Nine Thousand Five Hundred Dollars (\$29,500)**. 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 by **October 31, 2022**. 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 Charles Heath, Partner, 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:

TBWBH Props and Measure, Inc.

50 Osgood Place, 4th Floor

San Francisco, CA 94133

Charles Heath, Partner

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 TBWBH PROPS AND MEASURES, INC. FOR BALLOT MEASURE STRATEGY
AND COMMUNICATIONS CONSULTING SERVICES**

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

CITY OF ARCADIA

TBWBH PROPS AND MEASURES, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Print Name and Title

ATTEST:

Date: _____

By: _____
City Clerk

By: _____
Signature

APPROVED AS TO FORM

Print Name and Title

By: _____
Stephen P. Deitsch
City Attorney

Date: _____

EXHIBIT "A"

Scope of Services and Compensation Schedule

Engagement of TBWBH Props & Measures (TBWBH). During the term of this Agreement, Client hereby engages TBWBH to perform the following services (collectively, "Services"):

- a. Feasibility Assessment. TBWBH shall perform any of the following services as needed to assess the electoral feasibility of one or more ballot measures for Client:
 - 1) Conduct a demographic analysis of voters within Client's jurisdiction and how they break into key sub-groups by age, ethnicity, political party, length of residency, and other key criteria;
 - 2) Analyze past election results in the jurisdiction and region to understand voter turnout trends and other relevant voting patterns;
 - 3) Research other local ballot measure proposals that may be heading to an upcoming ballot that could compete with Client's ballot measure(s); and
 - 4) Make a specific recommendation regarding ballot measure or package of measures to place on the ballot.

- b. Ballot Measure Development. TBWBH shall perform any of the following services as needed to assist Client in preparing the ballot measure(s) for the ballot:
 - 1) For a potential charter amendment measure, recommend the components, features, and specific language to include in a measure;
 - 2) For one or more potential revenue measures, recommend the tax type, tax rate, duration, accountability features and specific language to include in a measure;
 - 3) Work with legal counsel to develop the resolutions or ordinances required for calling an election;
 - 4) Work with legal counsel to develop the 75-word ballot questions;
 - 5) Work with legal counsel to develop and refine the full text of the measures, ballot arguments, rebuttals and other materials that will appear in the ballot pamphlet mailed to all voters;
 - 6) Present recommendations, documents and resolutions to Client's administration and City Council for approval; and
 - 7) Work with the City Clerk and County Registrar of Voters Office as needed to assist Client in completing the process of qualifying for the ballot.

- c. Public Information. TBWBH shall perform any of the following services as needed to raise awareness of Client's funding needs and the Revenue Measure proposal:
 - 1) Develop informational fact sheets to be distributed digitally and at community functions;
 - 2) Develop talking points, frequently asked questions and answers and provide message trainings to city staff and others;
 - 3) Provide content related to the ballot measure(s) to be added to Client's website, used in social media posts, included in email updates, and added to newsletters;
 - 4) Prepare PowerPoint presentations for community meetings and online presentations;

- 5) Write, design, and produce mailings and advertising to educate, inform and engage voters;
- 6) Develop strategies and plans to inform and engage key internal stakeholder groups; and
- 7) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

Compensation Schedule

In consideration for the Services to be rendered by TBWBH pursuant to this Agreement, Client shall pay the following fees to TBWBH:

Base Consulting Fee. TBWBH shall be paid a Base Consulting Fee of **\$6,500 per month**, payable within 30 days of receipt of invoice, for the period of May 1, 2022, through July 31, 2022. The Base Consulting Fee shall be calculated on a pro-rata basis for initial and/or final month of service if less than a full calendar month.

For the period of August 1, 2022, through November 8, 2022, TBWBH shall be compensated according to the following hourly rate fee schedule. During this period, monthly base consulting fees shall not exceed \$6,500 per month without the prior approval of Client.

Partner	\$325 per hour
Consultant	\$275 per hour
Associate	\$250 per hour
Art Director/Graphic Designer	\$250 per hour
Other Support Staff	\$200 per hour

Total Consulting Budget (6 months) \$ 28,000

Reimbursement of Expenses. Client shall reimburse TBWBH for expenses incurred by TBWBH from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage, and other out-of-pocket expenses. TBWBH shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWBH in full. Expenses billed to Client shall not exceed \$500 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.

Total Contingencies Budget \$ 1,500

TOTAL PROJECT COST NOT TO EXCEED: \$ 29,500

EXHIBIT "B"

Schedule of Charges/Payments

Consultant will invoice City on a monthly basis for consulting services and request reimbursement for additional costs incurred as notated in Exhibit "A".



STAFF REPORT

Fire Department

DATE: April 19, 2022
TO: Honorable Mayor and City Council
FROM: Barry Spriggs, Fire Chief
By: Chen Suen, Deputy Fire Chief

SUBJECT: RESOLUTION NO. 7425 AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF PARAMEDIC SUPPLIES IN THE AMOUNT OF \$12,500, OFFSET BY A REDUCTION IN THE AMERICAN RESCUE PLAN ACT ("ARPA") FUND, AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH LIFE-ASSIST, INC.

Recommendation: Adopt and Approve

SUMMARY

On June 20, 2017, the City Council approved a five-year purchase order with Life-Assist, Inc. with annual renewals through June 2023 for the purchase of paramedic field supplies. The current purchase order is in the amount of \$65,000. Due to the unexpected increased use of paramedic supplies caused by the ongoing pandemic and resulting in further expenses that are not covered in this Fiscal Year's Fire Operating Budget, it has become necessary to issue a change order for additional funds.

Therefore, it is recommended that the City Council adopt Resolution No. 7425 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of paramedic supplies in the amount of \$12,500, offset by a reduction in the American Rescue Plan Act ("ARPA") Fund, and approving a change order to the Purchase Order with Life-Assist, Inc.

DISCUSSION

The Arcadia Fire Department has been providing paramedic ambulance service to the Arcadia community since the early 1970s with quality pre-hospital care for medical and trauma-related emergency calls. Critical to this service is ensuring an adequate and necessary inventory of paramedic supplies are readily available in stock.

The Fire Department maintains an inventory of paramedic field supplies, including medications, intravenous fluids, assorted needles, bandages, splints, tape, gloves,

PO Change Order to Paramedic Supplies

April 19, 2022

Page 2 of 3

oxygen masks, EKG paper, electrodes, and other miscellaneous medical supplies. These items are used on a regular basis during medical treatment of a patient and standard emergency operations. The Fire Department also maintains in its inventory additional paramedic field supplies to mitigate larger-scale incidents in the event of a disaster. Traditionally, paramedic field supplies utilized by the Fire Department are restocked using a private medical supplier.

On June 20, 2017, the City Council approved a five-year purchase order with Life-Assist, Inc. with annual renewals through June 2023 for the purchase of paramedic field supplies. The current Fiscal Year 2021-22 purchase order is in the amount of \$65,000.

During this past Fiscal Year 2021-22, a noticeable increase in both call volume for emergency medical services and subsequent increased use of paramedic supplies have caused the need for additional funds. These increases are mostly attributable to the ongoing COVID pandemic. Between July 2021 to December 2021, as compared to the similar time frame in 2020, emergency medical services calls increased from 1,580 calls for service to 1,982, or a 21% increase.

Additionally, the following heavily used supplies and procedures had a noticeable increase ranging from 6% to even 70%:

Item	July 2020 to December 2020	July 2021 to December 2021	Percentage Increase
Intravenous Procedures	1,580	1,982	21%
Positive Airway Procedures	1	4	25%
Bag-Valve-Mask Procedures	36	38	6%
Fentanyl	51	57	11%
Albuterol	14	46	70%
Narcan	3	10	70%

Further, during the last six months of the Fiscal Year 2020-21, the Fire Department ordered approximately 12,500 gloves from Life-Assist, Inc. In comparison, the Fire Department ordered 19,300 gloves during the first six months of the Fiscal year 2021-22, which is a 35% increase.

In addition to increased usage, a national shortage on various medical gloves necessitated the Fire Department to seek and purchase more expensive options. With the need to protect Fire personnel and patients from various medical-related exposures including but not limited to the COVID-19 virus, these purchases were necessary.

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 current purchase order for Life-Assist, Inc. is \$65,000. For the better part of the current Fiscal Year 2021-22, a noticeable increase in both call volume for emergency medical services and subsequent increased use of paramedic supplies necessitated the need for additional funding. These increases are mostly associated with the Fire Department's paramedic response to the ongoing COVID-19 pandemic. As such, a supplemental budget appropriation in the amount of \$12,500 is being requested from the City's ARPA Funds to adequately fund the purchase of these essential supplies.

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. 7425 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of paramedic supplies in the amount of \$12,500, offset by a reduction in the American Rescue Plan Act ("ARPA") Fund; and approving a Change Order to the Purchase Order with Life-Assist, Inc.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7425

RESOLUTION NO.7425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF PARAMEDIC SUPPLIES IN THE AMOUNT OF \$12,500, OFFSET BY A REDUCTION IN THE AMERICAN RESCUE PLAN ACT ("ARPA") FUND, AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH LIFE-ASSIST, INC.

WHEREAS, during Fiscal Year 2021-22, a noticeable increase in emergency medical services calls necessitated an unanticipated increase in use of paramedic supplies, with such increase mostly attributable to the Fire Department's paramedic response from the ongoing COVID19 pandemic; and

WHEREAS, the unexpected increased use of paramedic supplies directly resulted in unanticipated expenses that were not covered in the following current purchase order and in Fiscal Year 2021-22 Operating Budget; and

WHEREAS, a change order in the amount of \$12,500 to the purchase order with Life-Assist, Inc. is necessary to enable payment for the requisite paramedic supplies for the Fire Department; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the American Response Plan Act ("ARPA") Fund for appropriation.

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

SECTION 1. The sum of Twelve Thousand Five Hundred Dollars (\$12,500) is hereby appropriated in the Fire Department budget, offset with an equal reduction in the American Response Plan Act ("ARPA") Fund Reserve.

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

Passed, approved and adopted this 19th 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



STAFF REPORT

Fire Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

FROM: Barry Spriggs, Fire Chief
By: Maria Lourdes A. Taylor, Sr. Management Analyst

SUBJECT: RESOLUTION NO. 7426 AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF TURNOUT COATS AND PANTS AND MISCELLANEOUS UNIFORMS IN THE AMOUNT OF \$68,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH ALL STAR FIRE EQUIPMENT

Recommendation: Adopt and Approve

SUMMARY

During this Fiscal Year 2021-22, the Fire Department has experienced an unusual number of vacancies and is working to hire staff to replace the vacated positions. To maintain the Department's current level of staffing, it might be necessary to hire as many as eight new sworn Fire personnel. Integral to the potential hiring of these new staff is providing them with uniforms and firefighting personal protective equipment ("PPE"). Outfitting eight new firefighters will require an increase in uniform and PPE budgets by \$68,000.

On August 6, 2019, the City Council approved a three-year Purchase Order with two additional one-year renewals with All Star Fire Equipment for the purchase of firefighting structural turnout coats and turnout pants. The current Purchase Order is in the amount of \$40,000.

It is recommended that the City Council adopt Resolution No. 7426 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of turnout coats and pants and miscellaneous uniform components in the amount of \$68,000, offset by a reduction in the General Fund Reserve; and approving a change order to the Purchase Order with All Star Fire Equipment.

DISCUSSION

The Arcadia Fire Department is responsible for providing uniforms and personal protective equipment, or PPE, to its employees. As part of Fire Operating Budget, the Department has an annual uniform replacement plan for uniforms and a staggered replacement plan for firefighting PPE. In addition to meeting the annual replacement needs of its current Fire members, the cost to outfit one new member each year is included in the budget. The total cost to outfit a new firefighter with uniforms and PPE is about \$10,100.

Recently, the Fire Department experienced an unusual number of Fire sworn personnel resigning from the Department resulting in increased costs to provide the initial uniforms and PPE for new Fire members. The Purchase Order with All Star Fire Equipment will likely exceed its current maximum amount (\$40,000) if more uniforms are to be purchased prior to the end of the Fiscal Year. Therefore, a change order approval from the City Council would be required to increase its amount. The Purchase Order for All Star Fire Equipment is for the purchase of structural firefighting coats and pants.

Given the unanticipated vacancies, the need to hire and outfit new personnel must be considered for any upcoming uniform purchases. For this report, the Department is requesting a change order to All Star Fire Equipment's Purchase Order to increase its amount by an additional \$40,000, doubling the normal amount. In addition, other uniform components that are currently purchased through three smaller Purchase Orders will also need to be increased. These three smaller Purchase Orders fall within the City Manager's purchasing authority and are issued to All-Star Fire Equipment and Galls, totaling \$28,000. These include uniforms, boots, helmets, and wildland safety gear. All Star Fire Equipment's \$40,000 change order plus the additional \$28,000 for miscellaneous uniform expenses totals to \$68,000.

The table below breaks down the \$68,000 additional budget appropriation being requested to the Fire Department's Uniform Budget, and a change order request to increase All Star Fire Equipment's current Purchase Order amount:

Purchase Order by Vendor	Uniform Type	Current PO Amount	Additional \$ Request
1. All Star Fire Equipment	Structural Turnout Coats and Pants	\$ 40,000	\$ 40,000
2. Galls	Uniforms	18,000	10,000
3. All Star Fire Equipment	Boots	10,000	8,000
4. All Star Fire Equipment	Miscellaneous PPE	5,000	10,000
Total Increase			\$ 68,000

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 cost to outfit up to eight additional firefighters is \$80,000. As such, a supplemental budget appropriation in the amount of \$68,000 is being requested from the City’s General Fund Reserve to adequately fund these unanticipated yet essential uniform purchases.

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. 7426 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of turnout coats and pants and miscellaneous uniforms in the amount of \$68,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with All Star Fire Equipment.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7426

RESOLUTION NO. 7426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF TURNOUT COATS AND PANTS AND MISCELLANEOUS UNIFORMS IN THE AMOUNT OF \$68,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE, AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH ALL STAR FIRE EQUIPMENT

WHEREAS, during Fiscal Year 2021-22, the Arcadia Fire Department has experienced unexpected vacancies; and

WHEREAS, the unexpected vacancies require the hiring and outfitting of new firefighters that were not planned for in Fiscal Year 2021-22 Operating Budget; and

WHEREAS, a change order in the amount of \$40,000 to increase the purchase order with All Star Fire Equipment and a \$28,000 additional funding divided among three smaller uniform purchase orders are necessary to enable payment for the needed uniforms and firefighting personal protective equipment ("PPE"); and

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

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

SECTION 1. The sum of Sixty-eight thousand dollars (\$68,000) is hereby appropriated in the Fire Department budget for the forgoing purposes, offset with an equal reduction in the General Fund Reserve.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 19th 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



STAFF REPORT

Police Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

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

SUBJECT: DONATION FROM THE ARCADIA POLICE FOUNDATION FOR THE ARCADIA POLICE DEPARTMENT'S POLICE SERVICE DOG (K-9) PROGRAM IN THE AMOUNT OF \$15,000
Recommendation: Accept

SUMMARY

The Arcadia Police Foundation wishes to donate \$15,000 to the Arcadia Police Department for expenses related to the Police Service Dog (K-9) Program for Fiscal Year 2021-22.

DISCUSSION

In 2015, the Arcadia Police Foundation was established for the purpose of supporting the Arcadia Police Department by raising funds to support the programs, projects, and activities of the Department that are not funded through the City's General Fund budget. These projects and activities will assist the Department in continuing to serve the residents of Arcadia at its highest level and support its mission to improve public safety, decrease crime, and make Arcadia a safe place to live, work, and visit.

Currently, the Department has two fully trained police service dogs (K-9 Kota and K-9 Kruse). The Foundation's donation will help cover the cost of food, supplies, and equipment, specialized training and certifications, boarding, and veterinary and dental expenses for both animals. All costs pertaining to servicing the K-9 program are funded by the Foundation, which is supported solely by donations. The City pays for the cost of the officer's personnel time for responding to callouts and any training requirements for the K-9 handlers.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Acceptance of the Foundation's donation of \$15,000 will provide the necessary funds to maintain and support the Department's K-9 Unit for Fiscal Year 2021-22.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept a donation from the Arcadia Police Foundation for the Arcadia Police Department's Police Service Dog (K-9) Program in the amount of \$15,000.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: John Corona, Utilities Superintendent

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC. FOR LABORATORY TESTING SERVICES OF CITY WATER SAMPLES IN AN AMOUNT NOT TO EXCEED \$109,910
Recommendation: Approve

SUMMARY

As an urban water supplier, the City of Arcadia is required by the State of California Department of Public Health (“CDPH”) to perform weekly, monthly, and quarterly water quality testing. All water samples must be analyzed and submitted to the CDPH by a certified laboratory. The Public Works Services Department (“PWSD”) recently solicited a Request for Proposals (“RFP”) for laboratory testing services of City water samples.

Based on the evaluated proposals, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Eurofins Eaton Analytical, LLC. for laboratory testing services of City water samples in an amount not to exceed \$109,910, with the option of three one-year extensions.

BACKGROUND

The PWSD operates the City’s water distribution system and provides water service to more than 56,000 residents through approximately 14,000 connections. The State of California Domestic Water Quality and Monitoring Regulations require that water samples be collected and tested weekly, monthly, quarterly, and annually by a CDPH certified laboratory (Chapter 15, Title 22, California Code of Regulations). Water quality testing includes bacteriological, volatile organic compounds, nitrate, and Perfluorooctane Sulfonic Acid (“PFAS”) sampling.

DISCUSSION

On February 14, 2022, a Request for Proposals (“RFP”) was published in the City’s adjudicated newspaper and sent to CDPH certified laboratories that perform this work. Two proposals were received. The proposals were reviewed, evaluated, and ranked

based on experience, certification with CDPH to perform water sample analysis, quality of the proposal, and cost. Their ranking and associated costs are listed below:

Firms	Ranking	Score	Cost
Eurofins Eaton Analytical, LLC.	1	96	\$109,910.00
Weck Laboratories, Inc.	2	89	\$113,730.50

Due to the City requiring analytics for PFAS, the number of accredited laboratories was reduced significantly to only those certified to test for PFAS. The only laboratories within the mileage requirement for analytic services that are able to provide PFAS analytics are Eurofins Eaton Analytical, LLC and Weck Laboratories, Inc.

The scope of services for laboratory testing of City water samples includes furnishing all labor, services, equipment, supplies, and all other items and facilities necessary to appropriately analyze water samples as required by the CDPH. After careful review and consideration, it was determined that Eurofins Eaton Analytical, LLC. is most qualified to provide laboratory testing services for City water samples.

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

Sufficient funds have been budgeted in Fiscal Year 2022-23 Water Operation and Maintenance 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 approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Eurofins Eaton Analytical, LLC. for laboratory testing services of City water samples in an amount not to exceed \$109,910, with the option of three one-year extensions.

PSA for Water Sample Testing Services
April 19, 2022
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
FOR LABORATORY ANALYSES FOR WATER TESTING
OF WATER SAMPLES**

This Agreement is made and entered into as 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 **Eurofins Eaton Analytical, LLC**, a California Corporation, with its principal place of business at **750 Royal Oaks Drive, Suite 100, Monrovia, CA 91016** (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: **Laboratory analyses and testing services of water samples** (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 **One Hundred Nine Thousand, Nine Hundred Ten Dollars and No Cents (\$109,910.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

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

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. City Material Requirements.

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

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign **Alejandra Gomez** 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: John Corona
Utilities Superintendent

CONSULTANT:

Eurofins Eaton Analytical, LLC
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016
Attn: Colin Walters
President

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND EUROFINS EATON ANALYTICAL, LLC**

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

CITY OF ARCADIA

EUROFINS EATON ANALYTICAL, LLC

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
Stephen P. Deitsch
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT "A"

Scope of Services

The Scope of Services for the Laboratory analyses and testing services of water samples shall include, but are not limited to the following:

- Testing and analyses of water samples for bacteria, contaminants or pollutants by a State of California Department of Public Health (CDPH) and United States Environmental Protection Agency (USEPA) certified Laboratory.
- A written report, completed entirely by the laboratory, is to be furnished for each sample indicating analyses conducted and the results of each analysis. Written reports shall comply with CDPH and USEPA standard report formats and are to be transmitted electronically to CDPH in Sacramento, California and USEPA, as required.
- The City must receive all reports a prior month by the fifth (5) day of the current month to be included in the City's monthly report to CDPH. An emailed report, followed by an original report, is acceptable and is deemed to meet this requirement.
- A Utilities Section emergency contact list will be provided to the laboratory for immediate notification of any positive bacteriological, volatile organic compounds (VOC), or nitrate samples that exceed the Maximum Contaminant Level (MCL).
- The laboratory must provide pick-up service for all routine samples according to the City's annual sampling schedule and must provide either weekend pick-up/testing service or weekend drop-off/testing service within the specified distance.

The pick-up point is the City's Public Works Services Center located at 11800 Goldring Road, Arcadia, CA 91006.

EXHIBIT "B"

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

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

Professional Laboratory Analyses Services	-	\$109,910.00
Total Compensation:		\$109,910.00

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the agreement period. (see attached Attachment "A")

ATTACHMENT A

PRICING PROPOSAL FORMS

Company:	Eurofins Eaton Analytical, LLC
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PROPOSAL PRICING FORM COMPLETION INSTRUCTIONS

The proposal pricing forms are divided into three schedules that depict specific types of sampling services.

The proposed pricing schedules list the items and estimated quantities necessary to complete the work. Payment for each item will be based on the actual quantity for analyses performed. Quantities shown are estimated based on the on-going Title 22 requirements. Variation of the actual analysis quantity is expected. All tests shall be performed in accordance with CDPH and USEPA requirements.

I. Routine Sampling

DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
Bacteriological	2250	\$7	\$15,750
Speciation	10	\$50	\$500
General Physicals	260	\$15	\$3,900
TTHM	15	\$50	\$750
Lead & Copper	30	\$30	\$900
General Mineral	16	\$75	\$1,200
Langelier	16	Incl w/GenMin	Incl w/GenMin
Hardness	16	Incl w/GenMin	Incl w/GenMin
TCE	325	\$40	\$13,000
PCE	325	Incl w/ TCE	Incl w/ TCE
1,1 DCE	70	\$40	\$2,800
1,2 DCA	70	Incl w/ 1,1DCE	Incl w/ 1,1DCE
Inorganics: Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium (total Cr), Fluoride, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Cyanide, Nitrate (NO ₃), Nitrate (expressed as Nitrogen), Perchlorate	20	\$120	\$2,400
Nitrate (NO ₃)	450	\$10	\$4,500
Radon	20	\$40	\$800
Radioactivity: Gross Alpha, Gross Beta, Radium 226, Radium 228, Uranium	20	\$260	\$5,200

PROPOSAL PRICING FORM

ATTACHMENT A
RFP NO. PWS 03-2022

DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
Chlordane (EPA Method 507 or approved equal)	20	\$70	\$1,400
Diazinon, Bromocil Atrazine, Simazine (EPA Method 507 or approved equal)	20	\$70	\$1,400
2, 4-D (EPA Method 515.1)	20	\$70	\$1,400
Carbaryl (EPA Method 531.1)	20	\$70	\$1,400
Glyphosate (EPA Method 547)	20	\$70	\$1,400
Diquat (EPA Method 549)	20	\$70	\$1,400
Diuron (EPA Method 632)	20	\$60	\$1,200
Complete VOC (EPA Method 524.2)	30	\$50	\$1,500
Travel Bank	N/A	N/A	N/A
MTBE	20	Incl w/ 524	Incl w/ 524
Perchlorate	20	\$20	\$400
Trimethylbenzene (1, 2, 4)	40	\$40	\$1,600
Trimethylbenzene (1, 3, 5)	40	Incl w/ 1,2,4-TMB	Incl w/ 1,2,4-TMB
Fluoride	40	\$10	\$400
Asbestos	20	\$70	\$1,400
Chromium 6	20	\$20	\$400
Chlorinated Pesticides (EPA Method 508)	10	Incl w/505	Incl w/505
DEHP, DEHA, PAH, Triazine (EPA Method 525)	10	Incl w/525	Incl w/525
Endothall (EPA Method 548)	10	\$70	\$700
Dioxin (EPA Method 1613)	10	\$150	\$1,500
EDB/DBCP (EPA Method 504)	10	\$40	\$400
PFAS	175	\$190	\$33,250
HPC	225	\$8	\$1,800

Total Amount of Schedule I – Routine Sampling \$ 104,650

II. NPDES Sampling

Special samples are for NPDES regulations covering groundwater discharges. These are not routine and are on an as-needed basis.

DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
Total Settleable Solids	4	\$10	\$40
Total Suspended Solids	4	\$10	\$40
Total Dissolved Solids	4	\$10	\$40
Turbidity	4	\$10	\$40
BOD ₅ 20°C	4	\$40	\$160
Oil and Grease	4	\$60	\$240
Sulfate	4	\$10	\$40
Chloride	4	\$10	\$40
NO ₃ + NO ₂ as N	4	\$10	\$40
Acute Toxicity **	4	\$275	\$1,100
pH	4	\$5	\$20
Detergents as Methylene Blue Active Substances (MBAS)	4	\$20	\$80
Sulfides	4	\$15	\$60

Total Amount of Schedule II – NPDES Sampling \$ 1,940

** Results of toxicity tests shall be included in the first monitoring report following sampling. By the method specified in "Methods for Measuring the Acute Toxicity of Effluents to Freshwater and Marine Organisms" – September, 1991, (EPA/600/4-90/027). Submission of bioassay results should include the information noted on pages 70-73 of the "methods". The Fathead Minnow (*Pimehales promelas*) shall be used as the test species. If the results of the toxicity yield a survival of less than 90%, then the frequency of analysis shall be increased to monthly until at least three (3) consecutive test results have been obtained and full compliance with Effluent Limitations has been demonstrated.

III. Special Sampling

DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
Phenols	4	Incl w/ 625	Incl w/ 625
Phenolic Compounds (Chlorinated)	4	\$130	\$520
Benzene	4	\$75	\$300
Toluene	4	Incl w/ 624	Incl w/ 624
Ethylbenzene	4	Incl w/ 624	Incl w/ 624
Xylene	4	Incl w/ 624	Incl w/ 624
Ethylene Dibromide	4	Incl w/ 624	Incl w/ 624
Carbon Tetrachloride	4	Incl w/ 624	Incl w/ 624
Tetrachloroethylene	4	Incl w/ 624	Incl w/ 624
1,4-dichlorobenzene	4	Incl w/ 624	Incl w/ 624
1,1-duchloroethane	4	Incl w/ 624	Incl w/ 624
1,2-dichloroethane	4	Incl w/ 624	Incl w/ 624
1,1-dichloroethylene	4	Incl w/ 624	Incl w/ 624
Vinyl Chloride	4	Incl w/ 624	Incl w/ 624
Cadmium	4	\$10	\$40
Chromium (Total & Hexavalent)	4	\$35	\$140
Copper	4	\$10	\$40
Lead	4	\$10	\$40
Mercury	4	\$10	\$40
Selenium	4	\$10	\$40
Silver	4	\$10	\$40
Total Petroleum Hydrocarbons	4	\$55	\$220
Methyl Tertiary Butyl Ether (MTBE)	4	Incl w/ 624	Incl w/ 624

Total Amount of Schedule III – Special Sampling \$ 1,420

EXHIBIT "C"

Activity Schedule

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

The Term of this Agreement shall be for one (1) year from the date of execution. All tasks under Exhibit "A" shall be adhered to and executed accordingly.



STAFF REPORT

Public Works Services Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tyler Polidori, General Services Superintendent

SUBJECT: ACCEPT ALL WORK PERFORMED BY CARRIER CORPORATION FOR THE FIRE STATION 106 HVAC RELOCATION AND ZONE CONTROL REPLACEMENT PROJECT AS COMPLETE
Recommendation: Approve

SUMMARY

On May 4, 2021, the City Council approved a contract with Carrier Corporation in the amount of \$316,035 for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project. The terms and conditions of the project have been complied with and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$328,790. This amount reflects the original contract amount of \$316,035, plus a contract change order totaling \$12,755, or 4%, more than the original contract amount.

It is recommended that the City Council accept all work performed by Carrier Corporation for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project as complete, and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$15,801.75.

BACKGROUND

Fire Station 106 is a 12,557 square foot building comprised of dorm rooms, kitchen and common areas, gym, locker room, dispatch room, and a training room. The HVAC equipment at Fire Station 106 was originally installed when the building was constructed in 1994 and had exceeded its useful lifespan. This equipment was installed in a confined attic space that did not provide adequate ventilation to cool the compressors or access to properly clean and maintain condenser coils, which are a critical component to HVAC systems. The inability to maintain this equipment led to premature failure of numerous condenser compressors and frequent malfunctions of the system, leaving the facility without air conditioning during extreme summer temperatures. The zone control equipment that directs conditioned air to areas of the building were nonoperational and antiquated to where parts were no longer available.

DISCUSSION

On May 4, 2021, the City Council approved a contract with Carrier Corporation in the amount of \$316,035 for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project. The project included replacing and relocating five condenser units from the enclosed attic to an open exterior area on the ground level of the facility. The accompanying furnaces and evaporator coils were replaced, as well as the zone control system that serves as the main system interface. The existing hard ducting was in reliable condition and was reused.

While construction was conducted on the main building HVAC system, thirteen portable temporary HVAC units were rented to sustain climate control in the fire station. The rental of temporary HVAC units was not included in the scope of work which caused a change order. Below is a breakdown of the contract change order:

CCO#	Description	Amount
1.	Rental of thirteen (13) temporary HVAC units	\$12,755.00
	Total:	\$12,755.00

The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. Carrier Corporation has completed the work as defined by the City's specifications in an efficient and timely manner.

FISCAL IMPACT

Funds in the amount of \$500,000 were budgeted in the Fiscal Year 2018-19 Capital Improvement Plan for the replacement of HVAC equipment at Fire Station 106. The total cost for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project is \$328,790. This amount reflects the original contract amount of \$316,035, plus a contract change order totaling \$12,755, or 4%, more than the original contract amount.

RECOMMENDATION

It is recommended that the City Council accept all work performed by Carrier Corporation for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$15,801.75.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Development Services Department

DATE: April 19, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Planning & Community Development Administrator
Prepared By: Vanessa Quiroz, Associate Planner

SUBJECT: CONSIDERATION OF A CALL FOR REVIEW OF THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-05 FOR A NEW ADULT DAY CARE CENTER AT 253 E. FOOTHILL BOULEVARD
Recommendation: Provide Direction

SUMMARY

At the March 22, 2022, Planning Commission Meeting, the Commission voted unanimously to adopt Resolution No. 2090 approving Conditional Use Permit No. CUP 21-05 for a new adult day care center at 253 E. Foothill Boulevard. As stipulated under the Development Code, a City Council Member may call for the consideration of a decision rendered by the Planning Commission before the effective date (10 days from the action date). City Council Member Beck has called up CUP 21-05 for City Council consideration. The question before the City Council is whether a hearing should be held to review CUP 21-05 or to allow the Planning Commission's decision to stand without City Council review. It is recommended that the City Council provide staff with further direction.

BACKGROUND

The applicant, Mailian and Associates, on behalf of the business owner, Khoren Dishigrikian, submitted a Conditional Use Permit application to allow a new adult day care center with up to 210 senior citizens and disabled adults at 253 E. Foothill Boulevard, the site of a former Walgreen's drug store. The adult day care center will operate from 7:00 AM to 4:00 PM, daily. There are a total of 61 parking spaces available on site, six (6) of which are reserved for the shuttle vans provided by the adult day care center, which will be utilized by the majority of the patrons.

A public hearing was held on March 22, 2022, with the Planning Commission on this project. One Arcadia resident spoke in objection to the business, stating concerns with

the potential increase of pedestrian and vehicular traffic in the area. At the conclusion of the hearing, the Planning Commission voted unanimously to approve the project.

DISCUSSION

In accordance with Development Code Section 9108.07.030.B.4, a majority vote is required to proceed with reviewing the Planning Commission's decision at a subsequent City Council hearing. If the City Council does vote to call up the matter, a public hearing will be scheduled and the City Council will have the opportunity to assess the merits of the project and the findings. If the City Council decides to call for the review of the subject decision, then the Planning Commission's decision shall be paused. If the City Council decides not to call for review the subject decision, then the decision shall become final.

A full description and discussion of the proposed application is presented in the attached March 22, 2022, Planning Commission staff report and meeting minutes – refer to the attachments to this report.

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.

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 staff with further direction.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 2090 and Planning Commission Staff Report with Associated Attachments, Dated March 22, 2022

Attachment No. 2: Planning Commission Meeting Minutes, Dated March 22, 2022

Attachment No. 1

Resolution No. 2090 and Planning
Commission Staff Report with
Associated Attachments, Dated
March 22, 2022

RESOLUTION NO. 2090

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A NEW ADULT DAY CARE CENTER AT 253 E. FOOTHILL BOULEVARD

WHEREAS, on October 4, 2021 an application for Conditional Use Permit No. CUP 21-05 was filed by the Mailian and Associates ("Applicant"), on behalf of the business owner, Khoren Dishigrikian, to allow a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and special needs adults within an existing standalone commercial building located at 253 E. Foothill Blvd.; and

WHEREAS, on March 2, 2022, Planning Services completed an environmental assessment for the adult day care center in accordance with the California Environmental Quality Act ("CEQA") and determined that the daycare is exempt under Class 1, Section 15301 of the CEQA Guidelines pertaining to the use of an existing facility; and

WHEREAS, on March 22, 2022, a duly noticed public hearing was held before the Planning Commission on said application, at which time all interested persons were given full opportunity to be heard and to present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The factual data submitted by the Community Development Division in the staff report dated March 22, 2022 are true and correct.

SECTION 2. This Commission finds that based upon the entire record, pursuant to Section 9107.09.050 of the Arcadia Development Code, all of the following findings can be made.

1. The proposed use is consistent with the General Plan and any applicable specific plan and is allowed within the applicable zone, subject to the granting of a Conditional Use Permit, and comply with all other applicable provisions of the Development Code and the Municipal Code.

FACT: Approval of the adult day care center is consistent with the Commercial Land Use Designation of the site. The Commercial Land Use Designation is intended to permit a wide range of commercial uses, which serve both neighborhood and citywide markets. The site is zoned C-G, General Commercial. Arcadia Development Code allows for a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit. The proposed use will fill a vacancy and will also add a new adult day care service to the community. The adult day care center will provide shuttle services to most of the patrons. With the shuttle service, the site will have a surplus of 13 spaces that will be available for family member and care takers to utilize. Thus, the site will have more than sufficient parking for the use. The proposal also complies with all other applicable provisions of the Development Code. The use will be consistent with the intended commercial use of the property and will be required to comply with all applicable requirements and regulations required for the use by the Los Angeles Public Health Department and any State agencies that regulate adult day care centers. Therefore,

approval of adult day care center will be consistent with the General Plan, goals and policies:

Land Use and Community Design Element

- Policy LU-6.7: Encourage a balanced distribution of commercial development throughout the City, ensuring that neighborhoods and districts have adequate access to local-serving commercial uses.
- Policy LU-6.8: Encourage the intensification of commercial uses on underutilized commercial properties and the transitioning of non-commercial uses on commercial properties in accordance with the Land Use Policy Map and all applicable regulations.

Parks, Recreation, and Community Resources Element

- Goal PR-5: Recreation, education, enrichment, and social service programs that respond to a broad range of community interests, promote healthy lifestyles, and meet the needs, desires, and interests of the Arcadia community.

2. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity.

FACT: The proposed adult day care center will occupy an entire 13,123 square foot, one-story commercial building. The proposed use will be compatible with other similar service based commercial businesses along Foothill Boulevard that include grocery stores, education/music tutoring centers, dry cleaners, and personal care services. In

order for the site to accommodate the parking capacity and vehicular traffic of the adult day care center, the center will provide shuttle services to the majority of the patrons. The existing parking lot will be improved to provide six (6) shuttle spaces with adequate loading area that will be managed and arranged by the adult day care center. With the shuttle service, there will be more than sufficient parking for the use and no traffic and circulation impacts to adjacent properties and the public street are expected. The operation characteristics of the adult day care center will also be compatible with the adjoining residential properties to the north. The shuttle service will take place towards the front of the property and all activity will take place inside the building. Additionally, all existing mature landscaping along the rear of the property will remain in place and will serve as a noise and visual buffer to the adjacent residential properties to the north. Therefore, the design, scale and characteristics of the adult day care will be compatible with existing and future land uses in the vicinity.

3. The site is physically suitable in terms of:

a. Its design, location, shape, size, and operating characteristics of the proposed use in order to accommodate the use, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood;

FACT: The building has sufficient tenant space to accommodate the office spaces and open area for the services, social, and recreational activities that will be provided to the adults. To accommodate the scale of the adult day care center, the business will provide an adequate pick-up/drop-off service to the majority of the patrons. The parking

lot will be modified to provide six (6) shuttles that will serve up to 180 patrons to help ensure there is sufficient parking for the use. This will help manage vehicular traffic on site by reducing the scale of it and minimizing vehicular queuing on the driveway to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. In terms of landscaping and perimeter fencing, all existing fencing and landscaping shall remain in place to minimize any visual and noise impacts to the adjacent residential properties to the north. Therefore, the site is physically suitable for the proposed adult day care center.

b. Streets and highways adequate in width and pavement type to accommodate public and emergency vehicle (e.g., fire and medical) access;

FACT: The site is located along Foothill Boulevard between N. 2nd Avenue and N. 5th Avenue with two driveways. The driveway nearest to the adjacent property with Ralphs market is for ingress only and the other driveway is for ingress/egress. These streets are designated and designed with the capacity to accommodate both public and emergency vehicles. Foothill Boulevard and nearby streets are adequate in width and pavement type to carry the traffic that could be generated by the adult day care center and to support emergency vehicle access. Therefore, the proposed use will not impact these streets.

c. Public protection services (e.g., fire protection, police protection, etc.); and

FACT: As part of the tenant improvement for the use, the existing single-story commercial building will be improved to meet all current safety requirements per Building Code and Fire Code. Therefore, no impacts to public protection services are anticipated.

d. The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.).

FACT: The proposed business will be located within an existing commercial building, which is adequately serviced by existing utilities. The request neither includes an expansion to the building nor will be operated, in a manner that will impact the provision of utilities. Therefore, no impacts to the provision of utilities are anticipated.

4. The measure of site suitability shall be required to ensure that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

FACT: The proposed adult day care center will provide a community service to the aging and disable population of the City and the surrounding communities. The use is compatible with the other similar services businesses within the vicinity. The adult day care center will provide shuttle services to most of the patrons in order for the site to accommodate the scale of the adult day care. With the shuttle service, the site will have a surplus of parking for the use. Based on the operational characteristic of the adult day care center, no impacts in terms of noise or vehicular traffic to the surrounding commercial and residential properties are expected. The adult day care center will be required to comply with all applicable requirements and protocols required by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Therefore, the proposed adult day care center will not be detrimental to the public health or welfare,

or the surrounding properties. The size and nature of the operation will not adversely affect the subject site or the surrounding businesses and properties.

SECTION 3. The proposed adult daycare center is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301, of the CEQA Guidelines pertaining to the use of an existing facility.

SECTION 4. For the foregoing reasons the Planning Commission determines that the tattoo shop is Categorical Exempt per Class 1, Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, and approves Conditional Use Permit No. CUP 21-05 to allow a new adult day care center with up to 210 senior citizen and special needs adults within an existing standalone commercial building at 253 E. Foothill Boulevard, subject to the conditions of approval attached hereto.

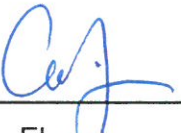
SECTION 5. The Secretary shall certify to the adoption of this Resolution.

Passed, approved and adopted this 22nd day of March 2022.



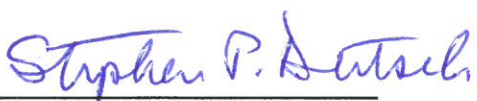
Zi Lin
Chair, Planning Commission

ATTEST:



Lisa L. Flores
Secretary

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

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RESOLUTION NO. 2090

Conditions of Approval

1. The use approved by CUP 21-05 is limited to an adult day care center with up to 210 adults and shall be operated and maintained in a manner that is consistent with the proposal and plans submitted and approved for CUP 21-05, and the provisions of this Conditional Use Permit may be adjusted after due notice to address any adverse impacts to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties.
2. The adult day care center hours shall be limited from 7:00 AM to 4:00 PM, daily.
3. No more than 210 adults shall be permitted at any given time. The adult day care center shall be required to provide shuttle services to a minimum of 180 adults, daily and this shall be contractually required under the enrollment process. The van shuttles shall drop-off the adults in two shifts to avoid any potential impacts on-site between the hours of 7:00 AM. to 9:00 AM. The City has the ability at any time to make any changes to the operation, including but not limited to the drop-off/pick-up operation and requiring additional signage to ensure the proposed use does not create a potential impact to the adjacent properties.
4. Prior to submittal for plan-check review with Building Services for the tenant improvement, the parking lot plan shall be revised to provide six (6) van accessible shuttle spaces compliant with Building Code Section CBC 11B-209.2. The parking lot shall be restriped prior to the issuance of the Certificate of Occupancy from the Building Services.
5. Prior to submittal for plan-check review with Building Services for the tenant improvement, the direction of the existing drive-through lane shall be revised to a south bound lane to provide an additional drive aisle. A "Do Not Enter" sign shall be added at the entry of the lane and the direction of the lane arrows shall be revised prior to the issuance of the Certificate of Occupancy from the Building Services. Should the business owner decided to use the drive lane as a drop-off/pick-up lane instead, a vehicle queuing and loading plan shall be required and will be subject to the review and approval of the City Engineer and Planning & Community Development Administrator, or designee.
6. All staff members shall be required to park at the rear of the parking lot area.
7. The business owner shall be required to notify all patrons under their contracts that the parking lot on the adjacent property to the west (Ralph's market) at 211 E. Foothill Blvd. is not part of the subject site and cannot be utilized for parking.
8. The adult day care center shall comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers.

9. The tenant improvement plans submitted for Building Service plan-check review shall comply with the latest codes as applicable:
 - a. California Building Code
 - b. California Electrical Code
 - c. California Mechanical Code
 - d. California Plumbing Code
 - e. California Energy Code
 - f. California Fire Code
 - g. California Green Building Standards Code
 - h. California Existing Building Code
 - i. Arcadia Municipal Code

10. Prior to the issuance of a Certificate of Occupancy from the Building Services, the following Fire Department conditions shall be met:
 - a. A full coverage fire alarm system shall be provided.
 - b. Illuminated exit signage and emergency lighting shall be provided along all paths of egress.
 - c. Minimum rated 2A:10BC fire extinguishers shall be provided at approved locations. All required exit doors shall be equipped with panic or lever type hardware.
 - d. Latched or key operated locks are not permitted.
 - e. A knox box shall be provided at an approved location.

11. Prior to the issuance of a Certificate of Occupancy from the Building Services, one (1) Automated External Defibrillator (AED) shall be installed. The location of the AED shall be shown on the plans submitted for plan check review with the Building Services and is subject to review and approval by the Planning & Community Development Administrator, or designee.

12. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/applicant to the satisfaction of the Building Official, City Engineer, Planning & Community Development Administrator, Fire Marshal, and Public Works Services Director, or their respective designees. The changes to the existing facility may be subject to building permits after having fully detailed plans submitted for plan check review and approval by the aforementioned City officials.

13. Noncompliance with the plans, provisions and conditions of approval for CUP 21-05 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing of the preschool.

14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City,

and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Conditional Use Permit No. CUP 21-05 ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

15. Approval of CUP 21-05 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The Acceptance Form to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

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

I, Lisa Flores, Secretary of the Planning Commission of the City of Arcadia, hereby certify that the foregoing Resolution No. 2090 was passed and adopted by the Planning Commission of the City of Arcadia, signed by the Chair and attested to by the Secretary at a regular meeting of said Planning Commission held on the 22nd day of March, 2022 and that said Resolution was adopted by the following vote, to wit:

AYES: Thompson, Tsoi, Wilander, Vice Chair Chan, Chair Lin

NOES: None

ABSENT: None



Lisa L. Flores
Secretary of the Planning Commission



STAFF REPORT

Development Services Department

DATE: March 22, 2022

TO: Honorable Chairman and Planning Commission

FROM: Lisa L. Flores, Planning & Community Development Administrator
By: Vanessa Quiroz, Associate Planner

SUBJECT: RESOLUTION NO. 2090 - APPROVING CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A NEW ADULT DAY CARE CENTER WITH UP TO 210 ADULTS AT 253 E. FOOTHILL BOULEVARD
Recommendation: Adopt Resolution No. 2090

SUMMARY

The Applicant, Mailian and Associates, on behalf of the business owner, Khoren Dishigrikian, is requesting approval of Conditional Use Permit Application No. CUP 21-05 for a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and special needs adults at 253 E. Foothill Blvd. It is recommended that the Planning Commission adopt Resolution No. 2090 (Attachment No. 1) and find this project Categorical Exempt under CEQA and approve Conditional Use Permit No. CUP 21-05, subject to the conditions listed in this staff report.

BACKGROUND

The subject site is currently developed with a 13,123 square foot, single-story commercial building that was built in 2008 for the pharmaceutical retail store, Walgreens. The store closed in 2019 and it has since remained vacant. The property is zoned C-G, General Commercial and is located on north side of Foothill Boulevard between N. 2nd Avenue and. 5th Avenue, and it is surrounded by other commercial properties along Foothill Boulevard with adjacent single-family residential properties to the north - refer to Attachment No. 2 for an Aerial Photo with Zoning Information and Photos of the subject property.

The site currently has 64 parking spaces (60 standard and four (4) ADA spaces), a drive-through lane for the former pharmacy, and two (2) driveways entrances along Foothill Boulevard – refer to Figure No. 1 below for an ariel view of the shared driveway entry.



Figure No. 1: Ariel view of the subject site and the adjoining site to the west.

PROPOSAL

Regal Adult Day Health Center is a program-based day care center that will provide care and health management support to senior citizens and special needs adults. The business owner is looking to expand his business and open a second location in Arcadia. His existing adult day care center is located in North Hollywood and it has been in operation for 10 years with approximately 195 seniors or special needs adults.

Regal Adult Day Health Center will operate at a similar scale with up to 210 patrons. There will be a total of 21 staff members which will consist of an Administrator, Physician, Nurse, Social Worker, Program Director, Dietitian, Pharmacist, and Physical, Occupational, and Speech therapists as well as the shuttle drivers and support staff. The adult day care center will operate from 8:00 AM to 2:30 PM daily, while the administration hours of the center will be from 7:00 AM to 4:00 PM. The adult day care will provide transportation services, meals (catered), recreation and social activities and nutritional counseling as well as nursing services, medication management, and therapy services to all patrons. The adult day care will operate all year around. As a program-based day care center, enrollment span will be based on the care and medical needs of the individual.

A tenant improvement is proposed to provide six (6) offices, an employee room, food preparation room, ADA (Americans with Disabilities Act) compliant restrooms, an activity room, and a large open seating area – refer to Figure No. 2 and Attachment No. 3 for the proposed floor plan. The exterior façade will remain largely the same except for a new

exterior door to provide an additional entry point and to meet Fire Code per condition no. 9 of the staff report.

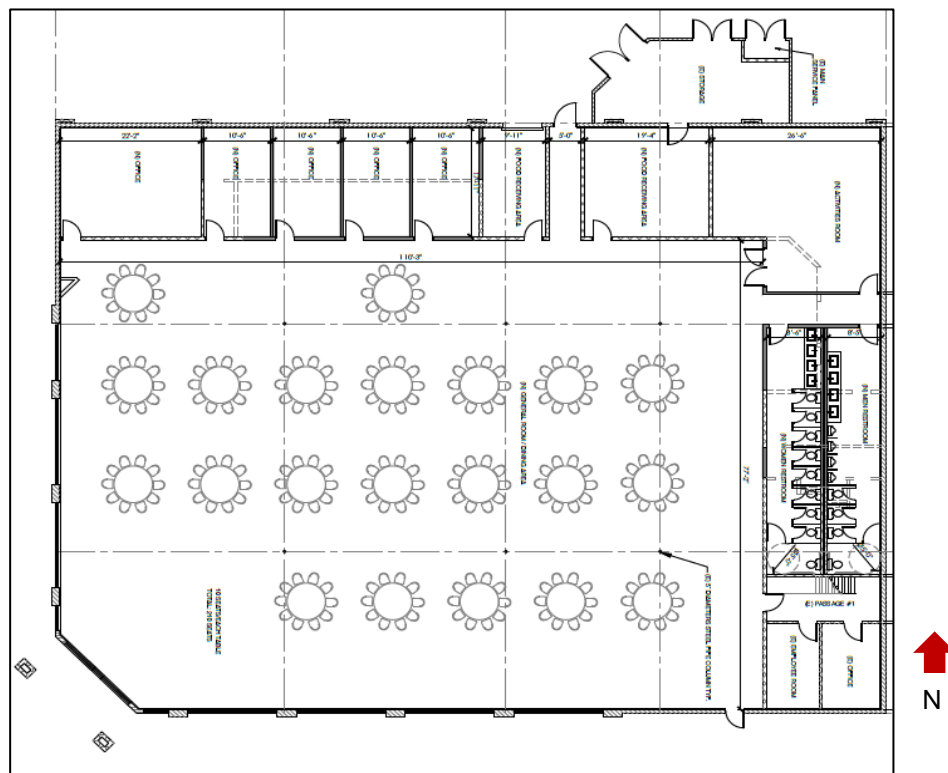


Figure No. 2: The Proposed Floor Plan

The proposed adult day care center requires 63 parking spaces for the use— refer to Table No. 1 below for the required parking and breakdown. Although the site has sufficient parking for the use, the business owner is proposing to provide a shuttle service (pick-up and drop-off) as part of his business operation to minimize any potential parking, circulation, and vehicular traffic impacts due to the number of patrons the adult day care will have. With the shuttle service, the use will only require 42 spaces— refer to Table No. 1 below for the parking breakdown.

Table No. 1

# of individuals	Parking Spaces Required	
	1 space per 5 adults without shuttle service	1 space per 10 adults with shuttle service
210 (Patrons)	42 spaces	21 spaces
	Plus 1 space per employee	Plus 1 space per employee
21 (Employees)	21 spaces	21 spaces
Total spaces required	63 spaces	42 spaces + 6 shuttles

The parking lot will be reconfigure to accommodate the six (6) van shuttle space with ADA accessible loading areas. This will result in the removal of three (3) regular parking stalls along the front and west side of the building for a new total of 61 spaces (51 standard, four (4) ADA stalls, and six (6) shuttle spaces) – see Figure No. 3 below for the proposed site plan. The site will have a surplus of 13 parking spaces for the use of the family, friends, and caretakers.

As for the shuttle service, the 15 passenger vans will pick-up and drop-off the adults from their residence within a 5-mile radius of this site. There will be a total of 6 vans, and at least 180 adults will be required to utilize this service as part of the operation. The shuttle pick-ups will begin at 7:00 AM and there will be a two-hour window to drop off the adults at the facility. The adults will be shuttled back to their residence starting at 1:30 PM.

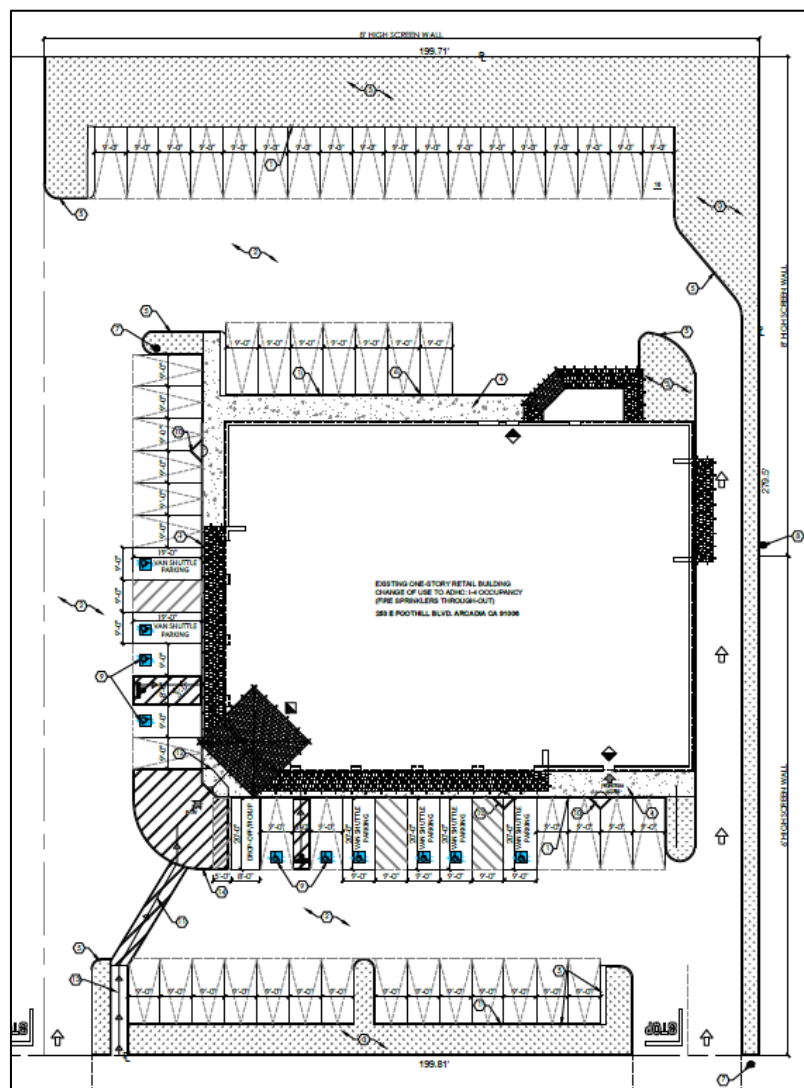


Figure No. 3 The Proposed Site Plan

ANALYSIS

The City's Development Code allows a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit to ensure that the proposed business is an appropriate use for the property and is compatible with other uses in the surrounding area. The proposed use is compatible with the other surrounding uses since the site is on a major commercial corridor and it is surrounded by other service-based businesses such as the grocery store, education/music tutoring centers, and other service-based businesses. There is only one adult day care center currently in the city (dba: Golden Years Adult Day Health Care) at 60 W. Live Oak Avenue, therefore having another adult day care center will provide additional service to the aging and disabled population to the local residents, and surrounding communities.

There will be minimal impact to the adjacent commercial businesses since the adult day care will provide shuttle service to majority of their patrons as these individuals rely on transportation services. This shall be contractually required under their enrollment per condition no. 3 of the staff report. The shuttle service will be organized into shifts, and they will have their own designated parking spaces with ADA compliant loading area so that the patrons have space to maneuver in and out of the shuttles. Most pick-ups and drop-offs will occur towards the front of the property. The staff from this business will be required to park at the rear of the site. Additionally, there is an existing 19-foot-wide planter with mature landscaping along the rear property line that will remain in place and will continue to provide a noise and visual buffer to the residential properties.

The adult day care center will be required to comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Should any issues or concerns arise, a condition of approval has been applied to the Conditional Use Permit to allow adjustments to address any impacts to the adjacent streets and properties. Also, a condition has been added to allow the business owner to use the existing drive-through lane as a drop-off and pick-up lane should the business owner chooses to use it in the future.

FINDINGS

Section 9107.09.050(B) of the Development Code requires that for a Conditional Use Permit to be granted, it must be found that all of the following prerequisite conditions can be satisfied:

- 1. The proposed use is consistent with the General Plan and any applicable specific plan and is allowed within the applicable zone, subject to the granting of a Conditional Use Permit, and comply with all other applicable provisions of the Development Code and the Municipal Code.**

Facts to Support This Finding: Approval of the adult day care center is consistent with the Commercial Land Use Designation of the site. The Commercial Land Use Designation is intended to permit a wide range of commercial uses, which serve both neighborhood and citywide markets. The site is zoned C-G, General Commercial.

Arcadia Development Code allows for a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit. The proposed use will fill a vacancy and will also add a new adult day care service to the community. The adult day care center will provide shuttle services to most of the patrons. With the shuttle service, the site will have a surplus of 13 spaces that will be available for family member and care takers to utilize. Thus, the site will have more than sufficient parking for the use. The proposal also complies with all other applicable provisions of the Development Code. The use will be consistent with the intended commercial use of the property and will be required to comply with all applicable requirements and regulations required for the use by the Los Angeles Public Health Department and any State agencies that regulate adult day care centers. Therefore, approval of adult day care center will be consistent with the General Plan, goals and policies:

Land Use and Community Design Element

- Policy LU-6.7: Encourage a balanced distribution of commercial development throughout the City, ensuring that neighborhoods and districts have adequate access to local-serving commercial uses.
- Policy LU-6.8: Encourage the intensification of commercial uses on underutilized commercial properties and the transitioning of non-commercial uses on commercial properties in accordance with the Land Use Policy Map and all applicable regulations.

Parks, Recreation, and Community Resources Element

- Goal PR-5: Recreation, education, enrichment, and social service programs that respond to a broad range of community interests, promote healthy lifestyles, and meet the needs, desires, and interests of the Arcadia community.

2. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity.

Facts to Support This Finding: The proposed adult day care center will occupy an entire 13,123 square foot, one-story commercial building. The proposed use will be compatible with other similar service based commercial businesses along Foothill Boulevard that include grocery stores, education/music tutoring centers, dry cleaners, and personal care services. In order for the site to accommodate the parking capacity and vehicular traffic of the adult day care center, the center will provide shuttle services to the majority of the patrons. The existing parking lot will be improved to provide six (6) shuttle spaces with adequate loading area that will be managed and arranged by the adult day care center. With the shuttle service, there will be more than sufficient parking for the use and no traffic and circulation impacts to adjacent properties and the public street are expected. The operation characteristics of the adult day care center will also be compatible with the adjoining residential properties to the north. The shuttle service will take place towards the front of the property and all activity will take place inside the building. Additionally, all existing mature landscaping along the rear of the property will remain in place and will serve as a noise and visual buffer to

the adjacent residential properties to the north. Therefore, the design, scale and characteristics of the adult day care will be compatible with existing and future land uses in the vicinity.

3. The site is physically suitable in terms of:

- a. Its design, location, shape, size, and operating characteristics of the proposed use in order to accommodate the use, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood.**

Facts to Support This Finding: The building has sufficient tenant space to accommodate the office spaces and open area for the services, social, and recreational activities that will be provided to the adults. To accommodate the scale of the adult day care center, the business will provide an adequate pick-up/drop-off service to the majority of the patrons. The parking lot will be modified to provide six (6) shuttles that will serve up to 180 patrons to help ensure there is sufficient parking for the use. This will help manage vehicular traffic on site by reducing the scale of it and minimizing vehicular queuing on the driveway to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. In terms of landscaping and perimeter fencing, all existing fencing and landscaping shall remain in place to minimize any visual and noise impacts to the adjacent residential properties to the north. Therefore, the site is physically suitable for the proposed adult day care center.

- b. Streets and highways adequate in width and pavement type to accommodate public and emergency vehicle (e.g., fire and medical) access.**

Facts to Support This Finding: The site is located along Foothill Boulevard between N. 2nd Avenue and N. 5TH Avenue with two driveways. The driveway nearest to the adjacent property with Ralphs market is for ingress only and the other driveway is for ingress/egress. These streets are designated and designed with the capacity to accommodate both public and emergency vehicles. Foothill Boulevard and nearby streets are adequate in width and pavement type to carry the traffic that could be generated by the adult day care center and to support emergency vehicle access. Therefore, the proposed use will not impact these streets.

- c. Public protection services (e.g., fire protection, police protection, etc.).**

Facts to Support This Finding: As part of the tenant improvement for the use, the existing single-story commercial building will be improved to meet all current safety requirements per Building Code and Fire Code. Therefore, no impacts to public protection services are anticipated.

- d. **The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.).**

Facts to Support This Finding: The proposed business will be located within an existing commercial building, which is adequately serviced by existing utilities. The request neither includes an expansion to the building nor will be operated, in a manner that will impact the provision of utilities. Therefore, no impacts to the provision of utilities are anticipated.

4. **The measure of site suitability shall be required to ensure that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.**

Facts to Support This Finding: The proposed adult day care center will provide a community service to the aging and disable population of the City and the surrounding communities. The use is compatible with the other similar services businesses within the vicinity. The adult day care center will provide shuttle services to most of the patrons for the site to accommodate the adult day care. With the shuttle service, the site will have a surplus of parking for the use. Based on the operational characteristic of the adult day care center, no impacts in terms of noise or vehicular traffic to the surrounding commercial and residential properties are expected. The adult day care center will be required to comply with all applicable requirements and protocols required by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Therefore, the proposed adult day care center will not be detrimental to the public health or welfare, or the surrounding properties. The size and nature of the operation will not adversely affect the subject site or the surrounding businesses and properties.

ENVIRONMENTAL IMPACT

It has been determined that the project qualifies as a Class 1 Categorical Exemption per the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 of the CEQA Guidelines for the use of an existing facility - refer to Attachment No. 5 for the Preliminary Exemption Assessment.

PUBLIC COMMENTS/NOTICE

Public hearing notices for this item were mailed to the owners of those properties that are located within 300 feet of the subject property and published in the *Arcadia Weekly* on March 10, 2022. On March 15, 2022, staff received one comment in objection to the adult day care from a neighboring resident – refer to Attachment No. 4. The resident raised concerns that the adult day care center will further intensify the existing traffic in the area during the commuting and drop-off/pick-up hours of the middle school. As stated earlier

in the staff report, the proposed shuttle services and conditions of approval will help prevent any impacts to the street system.

RECOMMENDATION

It is recommended that the Planning Commission adopt Resolution No. 2090 approving Conditional Use Permit No. CUP 21-05 for a new adult day care center with up to 210 senior citizen and special needs adults, and find that the project is Categorically Exempt under Section 15301 of the California Environmental Quality Act (CEQA), subject to the following conditions of approval:

1. The use approved by CUP 21-05 is limited to an adult day care center with up to 210 adults and shall be operated and maintained in a manner that is consistent with the proposal and plans submitted and approved for CUP 21-05, and the provisions of this Conditional Use Permit may be adjusted after due notice to address any adverse impacts to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties.
2. The adult day care center hours shall be limited from 7:00 AM to 4:00 PM, daily.
3. No more than 210 adults shall be permitted at any given time. The adult day care center shall be required to provide shuttle services to a minimum of 180 adults, daily and this shall be contractually required under the enrollment process. The van shuttles shall drop-off the adults in two shifts to avoid any potential impacts on-site between the hours of 7:00 AM. to 9:00 AM. The City has the ability at any time to make any changes to the operation, including but not limited to the drop-off/pick-up operation and requiring additional signage to ensure the proposed use does not create a potential impact to the adjacent properties.
4. Prior to submittal for plan-check review with Building Services for the tenant improvement, the parking lot plan shall be revised to provide six (6) van accessible shuttle spaces compliant with Building Code Section CBC 11B-209.2. The parking lot shall be restriped prior to the issuance of the Certificate of Occupancy from the Building Services.
5. Prior to submittal for plan-check review with Building Services for the tenant improvement, the direction of the existing drive-through lane shall be revised to a south bound lane to provide an additional drive aisle. A "Do Not Enter" sign shall be added at the entry of the lane and the direction of the lane arrows shall be revised prior to the issuance of the Certificate of Occupancy from the Building Services. Should the business owner decided to use the drive lane as a drop-off/pick-up lane instead, a vehicle queuing and loading plan shall be required and will be subject to the review and approval of the City Engineer and Planning & Community Development Administrator, or designee.
6. All staff members shall be required to park at the rear of the parking lot area.

7. The business owner shall be required to notify all patrons under their contracts that the parking lot on the adjacent property to the west (Ralph's market) at 211 E. Foothill Blvd. is not part of the subject site and cannot be utilized for parking.
8. The adult day care center shall comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers.
9. The tenant improvement plans submitted for Building Service plan-check review shall comply with the latest codes as applicable:
 - a. California Building Code
 - b. California Electrical Code
 - c. California Mechanical Code
 - d. California Plumbing Code
 - e. California Energy Code
 - f. California Fire Code
 - g. California Green Building Standards Code
 - h. California Existing Building Code
 - i. Arcadia Municipal Code
10. Prior to the issuance of a Certificate of Occupancy from the Building Services, the following Fire Department conditions shall be met:
 - a. A full coverage fire alarm system shall be provided.
 - b. Illuminated exit signage and emergency lighting shall be provided along all paths of egress.
 - c. Minimum rated 2A:10BC fire extinguishers shall be provided at approved locations. All required exit doors shall be equipped with panic or lever type hardware.
 - d. Latched or key operated locks are not permitted.
 - e. A knock box shall be provided at an approved location.
11. Prior to the issuance of a Certificate of Occupancy from the Building Services, one (1) Automated External Defibrillator (AED) shall be installed. The location of the AED shall be shown on the plans submitted for plan check review with the Building Services and is subject to review and approval by the Planning & Community Development Administrator, or designee.
12. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/applicant to the satisfaction of the Building Official, City Engineer, Planning & Community Development Administrator, Fire Marshal, and Public Works Services Director, or their respective designees. The changes to the existing facility may be subject to building permits after having fully detailed plans submitted for plan check review and approval by the aforementioned City officials.

13. Noncompliance with the plans, provisions and conditions of approval for CUP 21-05 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing of the preschool.
14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Conditional Use Permit No. CUP 21-05 ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

15. Approval of CUP 21-05 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The Acceptance

Form to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

PLANNING COMMISSION ACTION

Approval

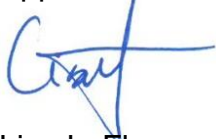
If the Planning Commission intends to approve this proposal, the Commission should approve a motion to approve Conditional Use Permit Application No. CUP 21-05 stating that the proposal satisfies the requisite findings and adopting the attached Resolution No. 2090 that incorporates the requisite environmental and Conditional Use Permit findings and the conditions of approval as presented in this staff report, or as modified by the Commission.

Denial

If the Planning Commission intends to deny this proposal, the Commission should approve a motion to deny Conditional Use Permit Application No. CUP 21-05, stating that the finding(s) of the proposal does not satisfy with reasons based on the record, and direct staff to prepare a resolution for adoption at the next meeting that incorporates the Commission's decision and specific findings.

If any Planning Commissioner or other interested party has any questions or comments regarding this matter prior to the March 22, 2022, hearing, please contact Associate Planner, Vanessa Quiroz, at 626-574-5422, or by email at vquiroz@ArcadiaCA.gov.

Approved:



Lisa L. Flores
Planning & Community Development Administrator

- Attachment No. 1: Resolution No. 2090
- Attachment No. 2: Aerial Photo and Zoning Information and Photos of the Subject Property and Surrounding Properties
- Attachment No. 3: Architectural Plans
- Attachment No. 4: Public Comment
- Attachment No. 5: Preliminary Exemption Assessment

Attachment No. 2

Planning Commission Meeting Minutes,
Dated March 22, 2022



**ARCADIA PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, MARCH 22, 2022**

CALL TO ORDER Chair Lin called the meeting to order at 7:00 p.m.

ROLL CALL

PRESENT: Chair Lin, Vice Chair Chan, Thompson, Tsoi, Wilander

SUPPLEMENTAL INFORMATION FROM STAFF REGARDING AGENDA ITEMS

There was no supplemental information.

PUBLIC COMMENTS (5 minute time limit per person)

There were none.

PUBLIC HEARING

1. **Resolution No. 2090** – Approving Conditional Use Permit No. CUP 21-05 with a Categorical Exemption under the California Environmental Quality Act (“CEQA”) for a new adult day care center with up to 210 adults at 253 E. Foothill Boulevard

Recommendation: Adopt Resolution No. 2090

Applicant: Mailian and Associates

Chair Lin introduced the item and Associate Planner Vanessa Quiroz presented the staff report.

Commissioner Thompson asked if any of the participants will drive themselves to the day care center, and staff responded that very few patrons will drive themselves and that most attendees will either be dropped-off and picked-up or rely on transportation services provided by the business.

Commissioner Wilander asked if the existing North Hollywood location has a shuttle service in place, which staff confirmed they did.

Chair Lin opened the public hearing and asked if the Applicant would like to speak on the item.

Argineh Mailian, representative for the Applicant, spoke briefly and explained that they chose Arcadia as their next location since according to the California Department of Aging (“CDA”) there is a need for this type of service in this area.

Commissioner Thompson asked how many of the attendees at their existing location currently utilize the shuttle service. The Applicant responded that about ninety percent of their patrons use this service.

Commissioner Tsoi asked for clarification on the location of the main entrance into the proposed facility, and the Applicant responded that the main entrance is at the southwest corner of the building.

Vice Chair Chan expressed concern over the four ADA parking spaces, noting that while the Applicant expects majority of the users will use their shuttle service, some will still arrive by car, therefore he felt more ADA spaces should be provided. The Applicant responded that they worked extensively with City staff on the parking, and that there are sixty parking spaces designated exclusively for the proposed business, and that in addition to the four ADA spaces, the six spaces designated for the shuttles are also ADA spaces, bringing a total to 10 ADA spaces. Chan asked how many ADA spaces are required for the facility. Staff responded and said two spaces are required, but four are being proposed excluding the six van/shuttle ADA spaces.

Commission Wilander asked for clarification on the how the shuttle parking spaces will be utilized. The Applicant responded and explained that when the ADA parking spaces for the shuttles are not in use that they may be used by the patrons and they can park their shuttles at the rear of the property, but this parking arrangement would have to be approved by the City.

Vice Chair Chan followed up Commissioner Wilander's question by asking if the shuttles will be parked in those spaces throughout the day, or if they will only be there for drop-off and pick-up. The Applicant responded that with the current proposal the shuttles will remain in those spaces when not in use, but they are open to working with City staff on an alternative location for the shuttles to make more ADA parking spaces available for their patrons.

Chair Lin invited the public to speak on the item, and one speaker spoke.

Donna Perez, Resident: Expressed concern that adult day care centers create increased foot traffic in the area that would produce congestion and problems in the shopping center and nearby crosswalks. She added that the additional traffic caused by employees of the facility and the shuttles coming in and out throughout the day would cause problems for the businesses and residents in the area. The Speaker proposed alternative businesses for the space, including food and drink establishments or another drug store, and encouraged the Commission to consider traffic congestion and other impacts to the nearby businesses and safety of the attendees of the business and students at the nearby middle school.

The Applicant responded to the concerns regarding increased foot traffic by stating that participants will not be allowed to leave the building per CDA regulations, so they will not be walking around the shopping center or nearby areas as mentioned in the public comment. She responded to the concern regarding increased vehicle traffic by noting that the parking spaces available for the facility exceed the code requirements, and that ensuring shuttles have designated parking spaces will also help alleviate impacts on traffic congestion.

Chair Lin asked the Applicant if the business would provide day trips out of the facility for the attendees to which she responded that they would not provide such activities, and their programs will be on-site and within the building.

Vice Chair Chan asked City staff if there were any traffic studies done for this project. Deputy Development Services Director/City Engineer Phil Wray responded that the proposed project generates considerably less traffic than the previous business, Walgreens, and that there were no foreseeable traffic impacts from the proposed use. Wray noted that the possible traffic caused by drop-off and pick-up of day care attendees will not likely cause issues for school drop-off and pick-up traffic as it would not be at the same time.

MOTION- PUBLIC HEARING

It was moved by Commissioner Wilander, seconded by Commissioner Thompson, to close the public hearing. Without objection, the motion was approved.

DISCUSSION

The Commissioners found the project to meet the requirements of the Conditional Use Permit and that the facts to support the findings render approval.

Commissioner Thompson supported the project and commented that the Applicant may need to provide additional shuttle vans in the future to help transport participants more easily, which can be determined by the Planning & Community Development Administrator after the business is in operation.

Vice Chair Chan shared his concern that while he thinks the business should provide more ADA parking spaces, it may not be an issue if the shuttle vans do not occupy the ADA parking spaces when they are not in-use or they provide additional ADA spaces on the property. He will leave that to City Staff to work it out with the Applicant. He agreed with the traffic assessment provided by the City Engineer that the proposed facility would likely generate less traffic than a food establishment or drug store and noted that traffic caused by the facility should not overlap with traffic from the nearby middle school since the drop-off and pick-up times do not overlap. Chan strongly favored the project.

Commissioner Wilander felt the proposed project will be a good use of the existing property as well as for the community. She was in favor of the project.

Commissioner Tsoi agreed with the rest of the Commissioner's comments and expressed his support for the project.

Chair Lin agreed that there is a need in the community for the proposed services and was in favor of the project.

MOTION

2. It was moved by Vice Chair Chan, seconded by Commissioner Tsoi to adopt Resolution No. 2090, approving Conditional Use Permit No. CUP 21-05 with a Categorical Exemption under the California Environmental Quality Act ("CEQA") for a new adult day care center with up to 210 adults at 253 E. Foothill Boulevard.

ROLL CALL

AYES: Chair Lin, Vice Chair Chan, Thompson, Tsoi, Wilander
NOES: None
ABSENT: None

There is a ten day appeal period after the adoption of the Resolution. If adopted, appeals are to be filed by 4:30 p.m. on Friday, April 1, 2022.

CONSENT CALENDAR

1. Minutes of the February 22, 2022, Regular Meeting of the Planning Commission

Recommendation: Approve

It was moved by Vice Chair Chan, seconded by Commissioner Wilander to approve the minutes of the February 22, 2022, Planning Commission Regular Meeting.

ROLL CALL

AYES: Chair Lin, Vice Chair Chan, Thompson, Wilander
NOES: None
ABSENT: None
ABSTAIN: Commissioner Tsoi

MATTERS FROM CITY COUNCIL LIAISON

Council Member Beck was not present for this meeting.

MATTERS FROM THE PLANNING COMMISSIONERS

The Commissioners had nothing to report.

MATTERS FROM ASSISTANT CITY ATTORNEY

Mr. Maurer had nothing to report.

MATTERS FROM STAFF INCLUDING UPCOMING AGENDA ITEMS

Ms. Flores informed the Commission know that there are two items tentatively scheduled for the next meeting.

ADJOURNMENT

The Planning Commission adjourned the meeting at adjourned at 7:27 p.m., to Tuesday, April 12, 2022, at 7:00 p.m. in the City Council Chamber.



Zi Lin
Chair, Planning Commission

ATTEST: 

Lisa Flores
Secretary, Planning Commission