

# CITY OF ARCADIA

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## City Council Regular Meeting Agenda



**Tuesday, December 5, 2023, 6:00 p.m.**

**Location: City Council Conference Room, 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。

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### How to Submit Public Comment:

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

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and 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](https://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](mailto: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：

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

1. **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](http://ArcadiaCA.gov/comment)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
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](mailto:CityClerk@ArcadiaCA.gov)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

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## CALL TO ORDER

### ROLL CALL OF CITY COUNCIL MEMBERS

April A. Verlato, Mayor  
Michael Cao, Mayor Pro Tem  
Paul P. Cheng, Council Member  
Sharon Kwan, Council Member  
Eileen Wang, Council Member

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

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

### STUDY SESSION

- a. Report, discussion, and direction concerning Citywide Re-Zoning effort to implement the Housing Element and submittal to the State Department of Housing and Community Development.

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

### 1. CALL TO ORDER

### 2. INVOCATION

Reverend Eva Thai-Erwin, Church of the Good Shepherd

### 3. PLEDGE OF ALLEGIANCE

Cub Scout Pack 122 – Highland Oaks Elementary School

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

April A. Verlato, Mayor  
Michael Cao, Mayor Pro Tem  
Paul P. Cheng, Council Member  
Sharon Kwan, Council Member  
Eileen Wang, Council Member

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

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

**7. 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.

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

**9. 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. Resolution No. 7537 approving wage adjustments for unrepresented, non-benefited part-time employees in accordance with California’s minimum wage increase effective January 1, 2024.  
CEQA: Not a Project  
Recommended Action: Adopt
- b. Joint Tax Transfer Resolution from the County of Los Angeles Board of Supervisors approving and accepting the negotiated exchange of property tax revenue resulting from the annexation of territory known as Reorganization 2023-02 to the City of Monrovia and detachment from the City of Arcadia for the property addressed as 923 S. 10<sup>th</sup> Avenue.  
CEQA: Not Applicable  
Recommended Action: Approve and Adopt
- c. Extension to the Professional Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services in the amount of \$646,234.64.  
CEQA: Not a Project  
Recommended Action: Approve
- d. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2025 Freightliner CNG Dump Truck in the amount of \$257,889.66.  
CEQA: Not a Project  
Recommended Action: Approve

- e. Purchase Order with Flock Safety for the annual renewal of the automated license plate reader (“ALPR”) camera subscription for Fiscal Year 2023-24 in an amount not to exceed \$50,000.  
CEQA: Not a Project  
Recommended Action: Approve

**10. CITY MANAGER**

- a. Resolution No. 7534 declaring, in perpetuity, January 28 as Stand Against Hate Action Day.  
CEQA: Not a Project  
Recommended Action: Adopt

**11. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, December 19, 2023, 6:00 p.m. in the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

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

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

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please 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](http://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 ([CityClerk@ArcadiaCA.gov](mailto:CityClerk@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。

**公众参与：**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。



# STAFF REPORT

Administrative Services Department

**DATE:** December 5, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Hue Quach, Administrative Services Director  
Anely Williams, Human Resources Administrator

**SUBJECT:** RESOLUTION NO. 7537 APPROVING WAGE ADJUSTMENTS FOR UNREPRESENTED, NON-BENEFITED PART-TIME EMPLOYEES IN ACCORDANCE WITH CALIFORNIA'S MINIMUM WAGE INCREASE EFFECTIVE JANUARY 1, 2024  
**CEQA: Not a Project**  
**Recommendation: Adopt**

## SUMMARY

Former Governor Jerry Brown signed Senate Bill 3 ("SB 3") on April 4, 2016, which increased California's minimum wage incrementally over six years. In addition, SB 3 included a provision for annual cost of living increases to California's minimum wage. In order to continue to comply with SB 3, it is recommended that the City Council adopt Resolution No. 7537 approving wage adjustments for unrepresented, non-benefited part-time employees to meet the expected minimum wage increase from \$15.50 per hour to \$16.00 per hour, effective January 1, 2024. The recommended adjustments are projected to increase the City's Operating Budget by approximately \$20,000 for the remainder of Fiscal Year 2023-24.

## DISCUSSION

Former Governor Jerry Brown signed SB 3 on April 4, 2016, increasing California's minimum wage by increments of \$1.00 per hour annually to reach \$15.00 per hour on January 1, 2022. SB 3 also included a provision to provide annual adjustments to the minimum wage, as determined by the State's Department of Finance, for inflation based on the national consumer price index for urban wage earners and clerical workers ("CPI-W"). The most this increase could be in any one year is 3.5%.

The State's Department of Finance has announced that the minimum wage will increase from \$15.50 per hour to \$16.00 per hour, effective January 1, 2024. Updating the part-time wage schedules to align with the new minimum wage will continue to ensure the City's compliance with SB 3 and assist with recruiting entry level personnel.

The proposed unrepresented, part-time wage schedules are attached as Exhibit “A” and Exhibit “B” within Resolution No. 7537. Exhibit “A” illustrates part-time positions with Non-CalPERS Retirement, while Exhibit “B” represents the part-time positions enrolled in CalPERS due to requirements based on hours worked or having been vested in CalPERS from prior employment. Exhibit “A” reflects the same wage adjustments made to Exhibit “B”; however, Exhibit “B” includes a 7% increase for miscellaneous employees and a 12% increase for sworn employees to offset the employee pension contributions.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

The recommended adjustments are projected to increase the City’s Operating Budget cost by approximately \$20,000 for the remainder of Fiscal Year 2023-24. At this time, no additional budget appropriation is requested as the projected increase can be absorbed in the Fiscal Year 2023-24 General Fund Operating Budget.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7537 approving wage adjustments for unrepresented, non-benefited part-time employees in accordance with California’s minimum wage increase effective January 1, 2024.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment: Resolution No. 7537

RESOLUTION NO. 7537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING WAGE ADJUSTMENTS FOR UNREPRESENTED, NON-BENEFITED PART-TIME EMPLOYEES IN ACCORDANCE WITH CALIFORNIA'S MINIMUM WAGE INCREASE EFFECTIVE JANUARY 1, 2024

WHEREAS, in April 2016, the Governor signed Senate Bill 3 ("SB 3"), incrementally increasing California's minimum wage over six years and subsequently assess the need for annual cost of living increases to the minimum wage, as determined by the California Department of Finance. The California Department of Finance has determined that a cost of living adjustment is needed to increase the minimum wage to \$16.00 per hour, effective January 1, 2024. The bill previously raised California's minimum wage to \$10.50 per hour effective January 1, 2017, \$11.00 per hour effective January 1, 2018, \$12.00 per hour effective January 1, 2019, \$13.00 per hour effective January 1, 2020, \$14.00 per hour effective January 1, 2021, \$15.00 per hour effective January 1, 2022, and \$15.50 per hour effective January 1, 2023.

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

SECTION 1. Effective January 1, 2024, adjustments in salary shall be made for all unrepresented part-time employees as specified in the attached salary schedules (Exhibit "A" and Exhibit "B").

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 5th day of December, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael J. Maurer

**EXHIBIT "A"**  
**City of Arcadia Part-Time Hourly Wage Schedule**  
**Non-CalPERS Retirement**  
**Effective January 1, 2024**

Range Number	Title	Step A	Step B	Step C	Step D	Step E
PT12	Activity Leader I Library Aide Laborer Police Cadet	\$16.00	\$16.40	\$16.81	\$17.23	\$17.66
PT13	Administrative Intern	\$16.40	\$16.81	\$17.23	\$17.66	\$18.10
PT14	Activity Leader II	\$16.81	\$17.23	\$17.66	\$18.10	\$18.55
PT15		\$17.23	\$17.66	\$18.10	\$18.55	\$19.01
PT16		\$17.66	\$18.10	\$18.55	\$19.01	\$19.49
PT17		\$18.10	\$18.55	\$19.01	\$19.49	\$19.98
PT18	Camp Manager Library Clerk	\$18.55	\$19.01	\$19.49	\$19.98	\$20.48
PT19		\$19.01	\$19.49	\$19.98	\$20.48	\$20.99
PT20	Tram Driver	\$19.49	\$19.98	\$20.48	\$20.99	\$21.51
PT21		\$19.98	\$20.48	\$20.99	\$21.51	\$22.05
PT22	Fire Prevention Aide	\$20.48	\$20.99	\$21.51	\$22.05	\$22.60
<b>Communications &amp; Marketing Specialist I</b>		\$26.63	\$27.30	\$27.98	\$28.69	\$29.40
<b>Communications &amp; Marketing Specialist II</b>		\$30.88	\$31.66	\$32.45	\$33.26	\$34.09

**Volunteer Services Coordinator:** \$21.43 per hr  
**Reserve Police Officer (Level II):** \$23.64 per hr  
**Reserve Police Officer (Level I): Step A of Police Officer salary** \$42.00 per hr (as of 7/1/23)  
**Police Investigation Technician: Step I of Police Officer salary** \$51.18 per hr (as of 7/1/23)

**Volunteers paid a stipend include:**  
Reserve Police Officer (Level III) \$300.00 annually

**EXHIBIT "B"**  
**City of Arcadia Part-Time Hourly Wage Schedule**  
**CalPERS Retirement**  
**Effective January 1, 2024**

Range Number	Title	Step A	Step B	Step C	Step D	Step E
PTP12	Activity Leader I Library Aide Laborer Police Cadet	\$17.12	\$17.55	\$17.99	\$18.44	\$18.90
PTP13	Administrative Intern	\$17.55	\$17.99	\$18.44	\$18.90	\$19.37
PTP14	Activity Leader II Ambulance Operator	\$17.99	\$18.44	\$18.90	\$19.37	\$19.85
PTP15		\$18.44	\$18.90	\$19.37	\$19.85	\$20.34
PTP16		\$18.90	\$19.37	\$19.85	\$20.34	\$20.85
PTP17		\$19.37	\$19.85	\$20.34	\$20.85	\$21.38
PTP18	Camp Manager Library Clerk	\$19.85	\$20.34	\$20.85	\$21.38	\$21.91
PTP19		\$20.34	\$20.85	\$21.38	\$21.91	\$22.46
PTP20	Tram Driver	\$20.85	\$21.38	\$21.91	\$22.46	\$23.02
PTP21		\$21.38	\$21.91	\$22.46	\$23.02	\$23.59
PTP22	Fire Prevention Aide	\$21.91	\$22.46	\$23.02	\$23.59	\$24.18

<b>Communications &amp; Marketing Specialist I</b>	\$28.49	\$29.22	\$29.94	\$30.70	\$31.45
<b>Communications &amp; Marketing Specialist II</b>	\$33.04	\$33.87	\$34.72	\$35.59	\$36.48

<b>Volunteer Services Coordinator:</b>	\$22.93 per hr
<b>Reserve Police Officer (Level II):</b>	\$26.48 per hr
<b>Reserve Police Officer (Level I): Step A of Police Officer salary, plus 12%</b>	\$47.04 per hr (as of 7/1/23)
<b>Law Enforcement Recruit: Step A of Police Officer salary, plus 7%</b>	\$44.94 per hr (as of 7/1/23)
<b>Law Enforcement Recruit/ Pre-Service: Step A of Police Officer salary, plus 7%</b>	\$44.94 per hr (as of 7/1/23)



# STAFF REPORT

Development Services Department

**DATE:** December 5, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Simon Vuong, Economic Development Manager

**SUBJECT:** JOINT TAX TRANSFER RESOLUTION FROM THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY KNOWN AS REORGANIZATION 2023-02 TO THE CITY OF MONROVIA AND DETACHMENT FROM THE CITY OF ARCADIA FOR THE PROPERTY ADDRESSED AS 923 S. 10TH AVENUE  
**CEQA: Not Applicable**  
**Recommendation: Approve and Adopt**

## SUMMARY

The City is continuing to process an application (Attachment No. 2) from the Local Agency Formation Commission (“LAFCO”) initiated by a local property owner to “de-annex” a single residential property from the City of Arcadia into the City of Monrovia. On June 20, 2023, the City Council opted to take no action on the termination proceedings, allowing the annexation process to continue. The City has since received a Joint Tax Transfer Resolution (“Resolution”, Attachment No. 1) from the County of Los Angeles Board of Supervisors regarding the negotiated exchange of property tax revenue, resulting from the de-annexation of the property addressed as 923 S. 10<sup>th</sup> Avenue from the City of Arcadia to the City of Monrovia. The tax implications of this action is a net negative to Arcadia’s revenues; however, it is a negligible amount, thus, it is recommended that the City Council approve the attached Resolution and continue to allow the applicant to pursue this action with LAFCO.

## BACKGROUND

LAFCO is an independent public agency with jurisdiction over the boundaries of cities and certain special districts in Los Angeles County. LAFCO's jurisdiction involves proposed changes to local government boundaries involving the formation, dissolution, and expansion of cities and special districts.

On May 15, 2023, the City received a notice from LAFCO that the property owner of 923 S. 10<sup>th</sup> Avenue requested to de-annex their property from the City of Arcadia to the City of Monrovia. On June 20, 2023, the City Council reviewed this request and took no action on Resolution No. 7509, which provided the opportunity for Arcadia to request termination of the de-annexation proceedings related to LAFCO Reorganization Case No. 2023-02 to the City of Monrovia. This allowed the process to continue for the property owner.

There are many steps to the reorganization process and it can take over one year to complete. The following is a very simplified summary of the process:

1. Pursuant to Government Code Section 56751, the City of Arcadia had until July 12, 2023, to file a resolution to terminate proceedings. The City Council decided to take no action on the application on June 20, 2023, which allowed the property owner's application with LAFCO to proceed.
2. The Los Angeles County Board of Supervisors has prepared a tax transfer resolution.
3. The resolution is now presented before Arcadia City Council for consideration. The City Council can either deny or approve the request for the re-organization. This statement reflects where the City is currently, in this process.
4. Other impacted taxing agencies, including the City of Monrovia, must also approve or deny the resolution.
5. The City of Monrovia must prepare California Environmental Quality Act ("CEQA") documentation and determine zoning information before LAFCO can deem the application complete.
6. A negotiated tax agreement and an approved map with a geographic description must be approved by the L.A. County Board of Supervisors.
7. If approved by all affected entities, the request must be heard by LAFCO, who is the final decision-maker.

For additional background information regarding LAFCO and the subject application, please review the June 20, 2023, Staff Report (Attachment No. 3).

## **DISCUSSION**

The City received the Resolution from the County of Los Angeles Board of Supervisors on October 10, 2023, formalizing the amount of property tax revenue to be exchanged between their respective agencies, resulting from the annexation of the property to Monrovia from Arcadia. The resolution jointly identifies the Board of Supervisors of the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, the City Council of the City of Monrovia, the City Council of the City of Arcadia, the Board of Directors of the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water

District, as parties to the joint resolution. Comments regarding the annexation application from various departments within the County of Los Angeles were submitted to LAFCO on September 25, 2023 (Attachment No. 4). Details regarding the characteristics of the subject property can be found in the June 20, 2023, Staff Report (Attachment No. 3).

For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2023-02 with the Board of Equalization, and every fiscal year thereafter, a base of \$54.22 in base property tax revenue attributable to Reorganization 2023-02, and 0.096022462 of annual property tax increment attributable to Reorganization 2023-02 shall be transferred from the City of Arcadia to the City of Monrovia (Attachment No. 5).

Since the amount of tax the City of Arcadia would surrender is negligible, and because the property cannot be developed in a coherent manner in either Arcadia or Monrovia as it sits currently, there is a strong case to approve the Resolution and allow the annexation to continue to promote orderly residential development, even if the subject property will be located in the neighboring City of Monrovia. The proposal will allow the property owner to pursue a development that appears better suited to the area rather than the current situation.

### **ENVIRONMENTAL ANALYSIS**

The proposed action will ultimately be reviewed by the City of Monrovia, as the lead agency for compliance under the California Environmental Quality Act (“CEQA”). Thus, CEQA is not applicable at this time.

### **FISCAL IMPACT**

There will be a minor negative fiscal impact to the City as a result of de-annexing this parcel to the City of Monrovia. The estimated assessed value of the property currently is \$56,469 (Attachment No. 5). At current tax rates and collections distributed to the City of Arcadia, this equates to approximately \$54.22 in tax revenue to the City annually. The overall impact of this single residential parcel being removed from the City’s tax rolls is not viewed as significant.

The other partner agencies serving this property are not anticipated to experience any changes to their tax rate area as a result of this annexation request; therefore, the respective partner agencies should not experience any loss in collections or tax revenue they receive from the subject parcel.

### **RECOMMENDATION**

It is recommended that the City Council determine that CEQA is not applicable for this item; and adopt the Joint Tax Transfer Resolution - City of Monrovia Reorganization 2023-02, approving and accepting the negotiated exchange of property tax revenue resulting

from the annexation of 923 S. 10<sup>th</sup> Avenue to the City of Monrovia and detachment from the City of Arcadia.

Approved:



Dominic Lazzaretto  
City Manager

Attachment No. 1: Joint Tax Transfer Resolution – City of Monrovia Reorganization 2023-02

Attachment No. 2: LAFCO Application to Initiate Proceeding for Change of Organization/Reorganization (No. 2023-02)

Attachment No. 3: June 20, 2023, Staff Report

Attachment No. 4: Comment Letter from County of Los Angeles to LAFCO, September 25, 2023

Attachment No. 5: Reorganization 2023-02, New Tax Rate Area

# Attachment No. 1

Joint Tax Transfer Resolution



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

October 4, 2023

Dominic Lazzaretto, City Manager  
City of Arcadia  
240 W. Huntington Dr.  
Arcadia, CA 91066

Dear Mr. Lazzaretto:

**JOINT TAX TRANSFER RESOLUTION  
CITY OF MONROVIA REORGANIZATION NO. 2023-02**

Enclosed is a Joint Tax Transfer Resolution (Resolution) for adoption by your agency. Included are six (6) original signatures pages for agency execution.

The original signature pages are required to ensure that each affected agency receives a fully executed Resolution with original signatures. Please assist our office in facilitating the processing of the enclosed Resolution by executing and returning signature pages to:

Julia Orozco  
County of Los Angeles, Chief Executive Office  
Policy Implementation and Alignment Branch  
500 West Temple Street, Room 750  
Los Angeles, CA 90012

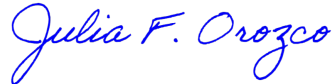
In addition, please provide scans of the fully executed signature pages to Doyle Chow of the Chief Executive Office at [dchow@ceo.lacounty.gov](mailto:dchow@ceo.lacounty.gov). For any questions on the matter, please contact Doyle Chow by email or at 213-893-0055.



Dominic Lazzaretto  
October 4, 2023  
Page 2

Sincerely,

FESIA A. DAVENPORT  
Chief Executive Officer



Julia F. Orozco  
Manager  
Policy Implementation and Alignment Branch

JFO:DC:pp

Enclosure

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING  
BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE  
PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES  
COUNTY FLOOD CONTROL DISTRICT,  
AND THE  
CITY COUNCIL OF THE CITY OF MONROVIA, CITY COUNCIL OF THE CITY OF  
ARCADIA, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT  
NO. 15 OF LOS ANGELES COUNTY AND UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED  
EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION  
OF TERRITORY KNOWN AS REORGANIZATION 2023-02 TO THE CITY OF  
MONROVIA AND DETACHMENT FROM THE CITY OF ARCADIA**

**WHEREAS**, the applicant initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Reorganization 2023-02 to the City of Monrovia (City);

**WHEREAS**, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies;

**WHEREAS**, the area proposed for annexation is identified as Reorganization 2023-02 and approximately 0.46± acres of uninhabited territory will annex to the City of Monrovia and detach from the City of Arcadia; and affected territory is located at the terminus of El Norte Avenue and 10<sup>th</sup> Avenue, all within the City of Arcadia;

**WHEREAS**, the Board of Supervisors of the County of Los Angeles (County), as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District; the City Council of the City of Monrovia; the City Council of the City of Arcadia; and the governing bodies of the Upper San Gabriel Valley Municipal Water District and the County Sanitation District No. 15 of Los Angeles County, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Reorganization 2023-02, detachment from City of Arcadia, is as set forth below:

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenue between the County and the City, resulting from Reorganization 2023-02 is approved and accepted for the reorganization of territory to the City of Monrovia in Tax Rate Area 01887.
2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2023-02 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, a base of Fifty-four Dollars and twenty-two cents (\$54.22) in base property tax revenue attributable to Reorganization 2023-02, and 0.096022462 of annual property tax

increment attributable to Reorganization 2023-02 shall be transferred from the City of Arcadia to the City of Monrovia.





PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2023 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

\_\_\_\_\_  
Mayor  
City of Arcadia, California

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Arcadia

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2023 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

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Mayor  
City of Arcadia, California

ATTEST:

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City Clerk  
City of Arcadia

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2023 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

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Mayor  
City of Arcadia, California

ATTEST:

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City Clerk  
City of Arcadia

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(Signed in Counterpart)











# Attachment No. 2

LAFCO Application



**Voting Members**

Donald Dear  
Chair

Gerald McCallum  
1st Vice-Chair

Margaret Finlay  
2nd Vice-Chair

Kathryn Barger  
John Lee  
Robert Lewis  
John Mirisch  
Holly Mitchell  
Francine Oschin

**Alternate Members**

Anthony Bell  
Michael Davitt  
Mel Matthews  
Hilda Solis  
Vacant  
(City of Los Angeles)  
Vacant  
(Public Member)

**Staff**

Paul Novak  
Executive Officer

Adriana Romo  
Deputy Executive Officer

Amber De La Torre  
Doug Dorado  
Adriana Flores  
Taylor Morris  
Alisha O'Brien

80 South Lake Avenue  
Suite 870  
Pasadena, CA 91101  
Phone: 626.204.6500  
Fax: 626.204.6507

[www.lalafco.org](http://www.lalafco.org)

**NOTICE OF FILING**

**REVISED**

City of Monrovia  
City of Arcadia  
Los Angeles County Supervisor Kathryn Barger  
Los Angeles County Chief Executive Office  
Consolidated Fire Protection District  
County Sanitation District No. 15 of Los Angeles County  
Upper San Gabriel Valley Municipal Water District  
San Gabriel Valley Mosquito & Vector Control District  
Los Angeles County Office of Education  
Monrovia Unified School District  
Arcadia Unified School District

**LAFCO File:**

**Reorganization No. 2023-02 to the City of Monrovia (Amendments to the City of Arcadia and the City of Monrovia Spheres of Influence; Detachment from the City of Arcadia; and Annexation to the City of Monrovia)**

Pursuant to Government Code Section 56658, notice is hereby given that an application for the proposed reorganization listed above has been received by the Local Agency Formation Commission (LAFCO). The application proposes to annex approximately 0.46± acres of uninhabited territory to the City of Monrovia. The project includes the development of five (5) single-family homes on three existing (3) parcels; two (2) of the three (3) parcels are already located within the City of Monrovia.

The affected territory is generally located at the terminus of El Norte Avenue and 10<sup>th</sup> Avenue, all within the City of Arcadia.

The proposal application, map, and legal description are attached for your review. Please submit comments, if any, to the LAFCO office by June 1, 2023.

If you have any questions about this proposal, please contact this office at (626)204-6500.

Date: May 1, 2023

Alisha O'Brien  
Government Analyst

Enc.

**APPLICATION TO INITIATE PROCEEDING FOR CHANGE OF ORGANIZATION/REORGANIZATION**  
(Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000,  
Division 3, Title 5, Commencing with Section 56000, of the Government Code)

**1. LAFCO PROPOSAL DESIGNATION NO.:**

*Reorganization No. 2023-02 to the  
City of Monrovia*

**2. PROPOSAL INITIATED BY:**

Identify the party initiating this proposal (please check one).

Public Agency

Name of Public Agency:  
Name and title:

Resolution Date:

Landowner / Registered Voter Petition

Name of Chief Petitioner: *Elizabeth Kho*  
Name of Chief Petitioner: *Jimmy Kho*  
Name of Chief Petitioner:

This party or parties shall be referred to herein as "the Applicant".

**3. DESIGNATED CONTACT PERSON:**

Name: *Elizabeth Kho* Title: *Property Owner*  
Address: *130 South First Ave. #B*  
City: *Arcadia* State: *CA* Zip Code: *91006*  
Telephone: *(626) 487-2222* E-Mail: *elizabeth@elizabethkho.com*

The Applicant is requested to notify LAFCO immediately of any changes in the designated contact person.

**4. RELATED JURISDICTIONAL CHANGES "Affected Local Agencies" (Cities and/or Special Districts):**

- a. *City of Monrovia*      Annexation     Detachment     SOI amendment
- b. *City of Arcadia*      Annexation     Detachment     SOI amendment

Attach additional sheets if necessary.

- e. Is the affected territory (any territory for which a change of organization, reorganization, or Sphere of Influence change is proposed) within the Sphere of Influence (SOI) of the city or special district into which it is proposed to be annexed?       Yes       No

Note: If the answer is "No," the Applicant must request an SOI amendment (4a-4d, above).

**5. LANDOWNERS:**

- a. Number of landowners within the affected territory:

- b. If less than 6 landowners, list:

Name: *Elizabeth, Jimmy Kho*      Assessor Parcel Number: *5780-019-011*  
Name:        
Name:        
Name:      Assessor Parcel Number:        
Name:      Assessor Parcel Number:     

- c. Do the boundaries of the proposal conform to existing lines of assessment?  
 Yes       No

If "No," explain:

- d. Does the proposal create any islands or corridors of unincorporated territory?  
 Yes       No

If "Yes," explain:

- e. Total Assessed Land Value:

*\$63,469*      Tax Roll Year: *2022/23*      Date: *4/20/2023*

**6. REGISTERED VOTERS:**

Number of registered voters:      As of:

*Note: State Law defines a proposed change of organization or reorganization as either "Uninhabited," in which case there are fewer than 12 registered voters in the affected territory, or "Inhabited" in which case there are 12 or more registered voters.*

**7. GENERAL INFORMATION:**

a. Location of affected territory:

The City of **Arcadia**

or

Unincorporated Territory known as

b. Unified School District(s) name:

**Arcadia Unified School District**

address: **150 S. 3rd Ave  
Arcadia, CA 91006**

c. Elementary School District(s) name:

**Arcadia Unified School District**

address: **150 S. 3rd Ave  
Arcadia, CA 91006**

d. High School District(s) name:

**Arcadia Unified School District**

address: **150 S. 3rd Ave  
Arcadia, CA 91006**

e. Describe the location of the affected territory, including major thoroughfares (freeways, highways, streets, alleys) that border or traverse the territory, natural features (water bodies, mountain ranges, etc.), man-made features (existing development, utility corridors, flood/drainage channels or basins, railroad lines, etc.), and any other characteristics that help identify the affected territory.

**The site is an urban site that is completely built out with residential uses. A flood drainage channel is part of the parcels to the rear.**

f. Size of affected territory: **.46** ± acres

g. Provide a detailed description of the affected territory and existing land-uses, including, but not limited to: commercial, industrial, multi-family or single-family residential, institutional, active recreational, and/or passive open space.

**The area generally is developed with single and multi-family homes. The site specific development is as follows: 5780-019-011- developed with 2 permitted units.**

**5780-019-008 - vacant**

**5780-019-010 - vacant**

- h. Provide a detailed description of the land uses surrounding the affected territory.

Single Family residential

- i. Provide a detailed description of the topography (flat, sloping, mountainous, etc.) of the affected territory.

Flat topography

- j. Provide a detailed description of any natural boundaries (rivers, lakes, streambeds, mountain ranges, etc.) within or adjacent to the affected territory. None

- k. Provide a detailed description of any proposed change of use to the affected territory, including any planned development and/or on-going construction. Land use zoning will change from R-1 to RM4000 and the site will be developed with five (5) single family homes.

- l. Provide a detailed description of any flood control facilities (dams, reservoirs, flood control channels, debris basins, catch basins, etc.) within or adjacent to the affected territory. There is a flood control easement called the Santa Anita Wash located at the rear of the parcel

- m. Explain why the proposal is necessary: The proposed development is split between 2 jurisdictions and can't currently be developed with uniform development standard. Therefore the need to reorganize the 3 parcels into one jurisdiction.

**8. POPULATION AND HOUSING:**

- a. Current Population: 0 Source: property owner Date: 3/30/23
- b. Proposed Population (if development is proposed): 20
- c. Proximity to existing populated areas:
- d. Likelihood of significant growth in the affected territory within the next 10 years (please circle one):  
 no growth       modest growth       significant growth
- e. Likelihood of significant growth in adjacent areas within the next 10 years (please circle one):  
 no growth       modest growth       significant growth

**9. GOVERNMENT SERVICES:**

“Government services” refers to governmental services, whether or not those services would be provided by the local agency or agencies subject to the proposal. It also includes public facilities necessary to provide those services.

- a. Estimate the present cost and describe the adequacy of government services and controls in the area:  
All services for both cities are budgeted there are full and complete public safety, public works, utilities and maintenance services
- b. Estimate the probable future need for government services (including public facilities) or controls in the area:  
None at ~~46~~ acres the development will be completely serviced with existing development.
- c. If the proposal includes incorporation, formation, or annexation, what will be the effect of this proposal or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the proposed area and adjacent areas? This is a reorganization of 1 parcel. The property is currently being served with existing service levels. No increased public services are needed.
- d. If, as a result of this proposal, increased service demand exceeds the existing capacity, describe what will be done by the service provider to increase capacity of services: There will be no increased service demands, one parcel will be reorganized from Arcadia into Monrovia. There will not be increased service demands for the city of Monrovia

- e. List any assessments, fees, or other charges to be levied as part of this proposal and/or that may be levied in the near future: *Property may reassessed by LA County Assessor at some point in the future.*
  
- f. List any Joint Powers Authorities (JPAs) or (equivalent) which may be providing services to the affected territory and/or surrounding territory: *There are none*

**10. EFFECTS OF THE PROPOSED ACTION:**

- a. What will be the effect of the proposed action on adjacent areas?  
*None one parcel will change jurisdictions it does not effect the area.*
  
- b. What will be the effect of the proposed action on mutual social and economic interests?  
*None*
  
- c. What will be the effect of the proposed action on the local governmental structure of the County of Los Angeles?  
*None*
  
- d. What will be the effect of the alternative action on adjacent areas, on mutual social and economic interests, and the local governmental structure of the County of Los Angeles?  
*None*

e. What will be the effect or impact if the proposed action is denied by LAFCO?

*Parcels will be split between 2 jurisdictions and will not be developed uniformly*

**11. OPEN SPACE LAND CONVERSION:**

a. Will the proposal result in the conversion of any open-space lands to other uses?

Yes  No

**12. AGRICULTURAL LANDS:**

a. Will the proposal have any effect on maintaining the physical and economic integrity of agricultural lands?

Yes  No

b. Is there any Prime Agricultural Land within the affected territory?

Yes  No

c. Is any of the land within the affected territory currently utilized for commercial agricultural purposes?

Yes  No

d. Was any of the land within the affected territory utilized for commercial agricultural purposes within the last ten years?

Yes  No

**13. GENERAL PLAN AND ZONING:**

a. Existing General Plan land use designation(s): *Residential*

b. Is the proposal consistent with the existing General Plan land use designation?

Yes  No

c. Existing Zoning designation(s): *R-1*

d. Is the proposal consistent with the existing zoning designation?

Yes  No

e. Is the proposal within a Specific Plan?

Yes  No

f. Existing Specific Plan Designation(s):

*N/A*

g. Is the proposal consistent with the existing Specific Plan designation?

Yes  No *It is not in a Specific Plan*

h. If annexation to a city is proposed, what is the City's General Plan designation of the affected territory?

*Residential Medium Density*

i. If annexation to a city is proposed, are the existing land-uses consistent with the City's General Plan designation(s)?

Yes  No

j. If annexation to a city is proposed, what is the City's Pre-Zoning designation of the affected territory?

*City working on now*

k. If annexation to a city is proposed, is the existing zoning consistent with the City's Pre-Zoning designation(s)?

Yes  No

*City working on*

l. Is the proposal consistent with the most recent Regional Transportation Plan adopted by Southern California Association of Governments?

Yes  No

**14. PLAN TO PROVIDE SERVICES:**

a. Describe services to be extended to the affected territory:

*None*

b. Describe the level and range of those services to be provided:

*None*

c. Describe any improvements or upgrades of structures, roads, sewer, water facilities, or other public facilities associated with this change of organization/reorganization: *None*

d. How will services be financed?

*There will be no services provided or financed*

**15. TIMELY AVAILABILITY OF WATER SUPPLIES:**

a. How will the proposal impact the timely availability of water supplies adequate for projected needs?

*None water service is already provided*

b. For projects involving a proposed change in land use and/or new development – Please provide a recent will-serve letter, water supply analysis, or equivalent, from the water provider(s) (wholesaler, retailer, private water company, etc.) concerning the current adequacy of water supply for the project: *There are no changes in land use. the parcel is already residentially zoned.*

**16. REGIONAL HOUSING NEEDS (only for city proposals):**

a. Identify how the proposal will affect a city or cities and the County of Los Angeles in achieving their respective fair shares of the regional housing needs, as determined by the Southern California Association of Governments (SCAG):

*The reorganization will provide a slightly increased residential density capacity if developed*

b. Date of most recent approval by the State Department of Housing and Community Development (HCD) of the City's Housing Element: *2022*

**17. ENVIRONMENTAL JUSTICE:**

Government Code Section 56668(p) defines environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provisions of public services."

- a. Identify how the proposal will promote environmental justice: *The site will be eligible for 5 detached single family homes which will add much needed housing stock to the area*

**18. DISADVANTAGED UNINCORPORATED COMMUNITIES (DUCs):**

LAFCO maintains maps of all DUC's within Los Angeles County on the "Disadvantaged Unincorporated Communities" section of LAFCO's website. Please consult these maps to determine if there are DUCs within or adjacent to the affected territory that is the subject of your proposal.

- a. Is the affected territory within a DUC?  
 NO       YES      Give general location of DUC:

- b. Is the affected territory adjacent to a DUC?  
 NO       YES      Give general location of DUC:

**19. BONDED INDEBTNESS:**

- a. Do the agencies whose boundaries are being changed have any existing bonded debt?  
 YES       NO
- b. Will the proposal area be liable for payment of its fair share of this existing debt?  
 YES       NO
- c. In the case of detachment requests, does the detaching agency propose that the subject territory continue to be liable for existing bonded debt?  
 YES       NO

**20. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) Compliance:**

a. Check one:

- Categorical Exemption / Statutory Exemption  
CEQA Guideline Section:  
 Negative Declaration (ND)  
 Mitigated Negative Declaration (MND)  
 Environmental Impact Report (EIR)

b. Identify the Lead Agency which adopted a CEQA clearance for the proposal:

*Acadia Monrovia*

c. Date Lead Agency adopted the CEQA clearance for the proposal:

*Later Date*

d. Submit complete copies of CEQA compliance documents.

*when approved*

e. Submit complete copies of any Notice of Exemption (NOE) or Notice of Determination (NOD).

*when approved*

**21. CITY PLAN FOR MUNICIPAL SERVICES (only for city proposals):**

Municipal Service	Current Service Provider	Proposed Service Provider
Animal Control	<i>Pasadena Humane Society / SPCA</i>	
Fire & Emergency Medical	<i>City of Monrovia</i>	
Flood Control	<i>LA County Flood Control District</i>	
Library	<i>City of Monrovia</i>	
Mosquito and Vector Control	<i>San Gabriel Valley Mosquito and Vector Control Dis</i>	
Park and Recreation	<i>City of Monrovia</i>	
Planning	<i>City of Monrovia</i>	
Police	<i>City of Monrovia</i>	
Road Maintenance	<i>City of Monrovia</i>	
Solid Waste	<i>Athens</i>	
Street Lighting	<i>City of Monrovia</i>	
Water	<i>City of Monrovia</i>	
Wastewater	<i>City of Monrovia</i>	

**Animal Control**

Describe services to be extended to the affected territory:

*None there are no animals onsite*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*No services will be financed*

**Fire and Emergency Services**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Flood Control**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Library**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Mosquito & Vector Control**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Parks and Recreation**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Planning**

Describe services to be extended to the affected territory:

*Future Prezone services*

Describe the level and range of those services to be provided:

*Case Application management for prezone*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Police**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Road Maintenance**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Solid Waste Disposal**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Street Lighting**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**Water**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*



**Wastewater**

Describe services to be extended to the affected territory:

*None*

Describe the level and range of those services to be provided:

*None*

Describe any improvements or upgrades or transfers of facilities:

*None*

How will services be financed?

*None*

**INDEMNIFICATION / LEGAL DEFENSE**

As a condition to the Local Agency Formation Commission for the County of Los Angeles' (LAFCO's) evaluation of the Applicant's proposal, the Applicant and, if different, the Real Party In Interest (i.e., the landowner) ELIZABETH KHO hereby warrant, represent, and agree to defend, indemnify, hold harmless LAFCO and its agents, officers, commissioners, and employees from any claim, action, or proceeding against LAFCO or its agents, officers, commissioners, and employees, relating to or arising out of LAFCO's evaluation or processing of the proposal, including, but not limited to, any action to attack, set aside, void, annul, enjoin, or compel LAFCO's approval, disapproval, evaluation, or processing of the proposal, which indemnification obligation includes, but is not limited to, Applicant/Real Party In Interest being required to pay for any costs and reasonable attorneys' fees incurred or anticipated to be incurred by LAFCO in connection with any such action. This indemnification obligation shall not include intentional or willful misconduct on the part of LAFCO, but shall include passive and/or concurrent active negligence by LAFCO. Applicant/Real Party In Interest agree that LAFCO has the right to appoint its own counsel for its defense and conduct its own defense in the manner it deems in its best interest, and that such actions will not relieve or limit Applicant's/Real Party In Interest's obligations to indemnify and reimburse defense costs. At the discretion of the Executive Officer, a deposit or deposits of funds by the Applicant may be required in an amount or amounts sufficient to cover any anticipated or incurred litigation costs.



**PROPOSAL CERTIFICATION**

By my signature below, I hereby certify my understanding that:

- I/We are authorized to make these certifications and file this Proposal with LAFCO on behalf our city, special district, corporation, landowner, and/or other party filing said Proposal, and I/we will provide written evidence of same to LAFCO upon request.
- It is the responsibility of the Applicant to substantiate this Proposal.
- There is no guarantee, expressed or implied, that any Proposal will be approved by LAFCO.
- Each matter must be carefully evaluated by LAFCO staff.
- LAFCO staff's recommendation may change during the course of the review based on the information presented.
- A public hearing may be required, the proposal may be subject to a "protest" process, and the proposal may be subject to an election.
- The environmental review (pursuant to the California Environmental Quality Act) associated with the submittal of this application is preliminary, and, after further evaluation, additional information, reports, studies, applications, and/or fees may be required.
- The required map and geographic description must conform to the "Instructions of Completing Maps and Geographic Descriptions," to the satisfaction of the Executive Officer.
- If my proposal is denied, I am/We are not entitled to any refund of fees paid.
- Submitting inaccurate or incomplete information may result in delays or denial of my Proposal.
- The information I have provided in this Proposal, including all attachments and supplemental information provided, is accurate and correct to the best of my knowledge, subject to penalty of perjury.
- This proposal will not be scheduled for consideration by the Commission (LAFCO) until all required documents are provided, to the satisfaction of the Executive Officer.
- I/We have reviewed and agree to the Indemnification/Legal Defense terms, above.

I have read and understand the foregoing, and agree to the submittal of this Proposal.

APPLICANT

Elizabeth KHD  
Signature/Date

ELIZABETH KHD  
Name of Applicant

\_\_\_\_\_  
Name & Position of Person Signing  
(if different from Applicant)

REAL PARTY IN INTEREST

Elizabeth KHD 1/12/15/2022  
Signature/Date

ELIZABETH KHD  
Name of Real Party In Interest

\_\_\_\_\_  
Name & Position of Person Signing  
(if different from Real Party In Interest)

**EXHIBIT "A"**  
**REORGANIZATION NO. 2023-02**  
**TO THE CITY OF MONROVIA**  
**GEOGRAPHIC DESCRIPTION**

A PORTION OF LOT 84 OF TRACT NO. 808, PER MAP BOOK 16, PAGE 82 AND 83, OF MAPS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALSO BEING A PORTION OF LOT 135 ON THE ARCADIA ACREAGE TRACT, PER MAP BOOK 10, PAGE 18, O.R. IN SAID COUNTY, SAID STATE, IN THE RANCHO SANTA ANITA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE CENTERLINE OF 10TH AVENUE AND THE NORTHERLY RIGHT OF WAY OF EL NORTE AVENUE, 60.00 FEET WIDE, ALSO BEING THE EXISTING CITY OF MONROVIA BOUNDARY;

THENCE, SOUTHERLY ALONG SAID CENTERLINE, (1) SOUTH 00°00'00" EAST, A DISTANCE OF 45.17 FEET;

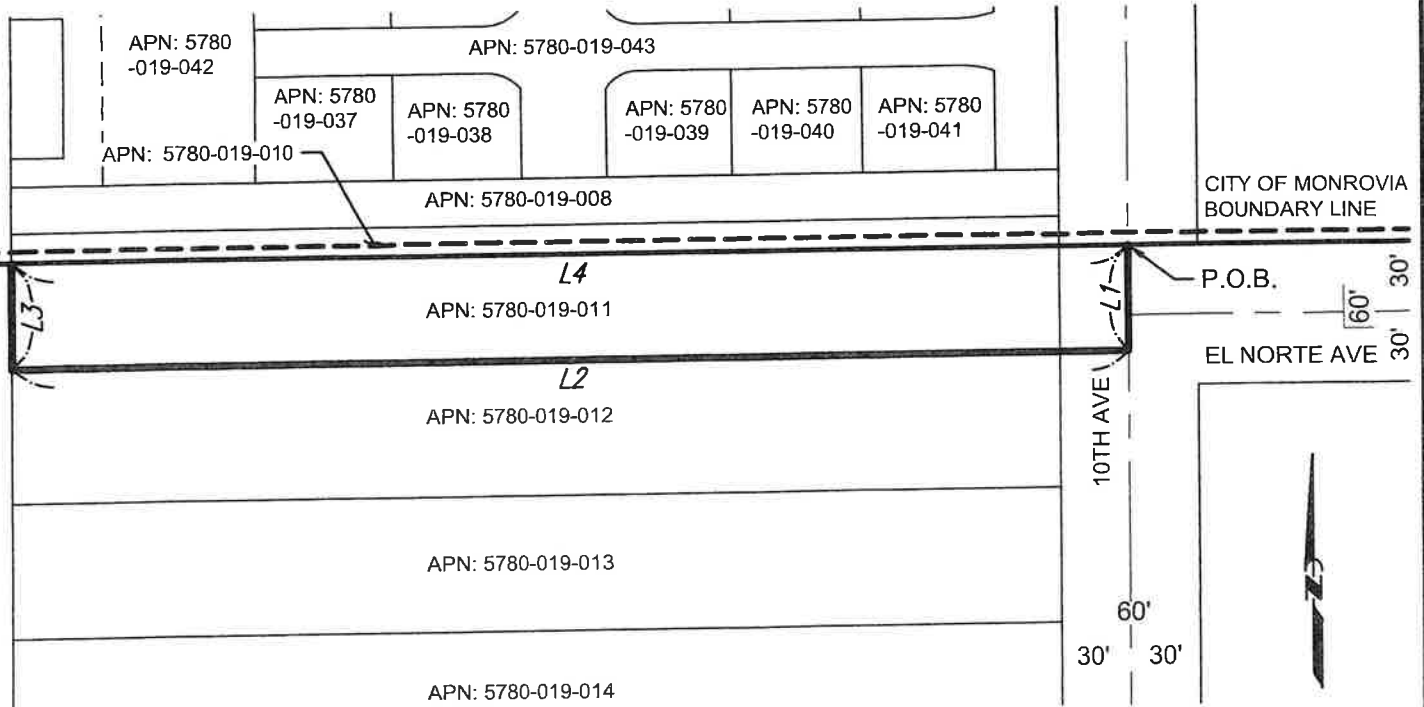
THENCE, (2) SOUTH 89°36'00" WEST, A DISTANCE OF 470.92 FEET TO THE WESTERLY LINE OF SAID LOT 84;

THENCE, NORTHERLY ALONG SAID WESTERLY LINE, (3) NORTH 00°00'00" EAST, A DISTANCE OF 45.17 FEET TO THE SAID EXISTING BOUNDARY;

THENCE, EASTERLY ALONG SAID BOUNDARY, (4) NORTH 89°36'00" EAST, A DISTANCE OF 470.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.46 ACRES OF LAND, MORE OR LESS.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS A THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

**EXHIBIT "B"**  
**REORGANIZATION NO. 2023-02**  
**TO THE CITY OF MONROVIA**  
**BEING A PORTION OF THE RANCHO SANTA ANITA**



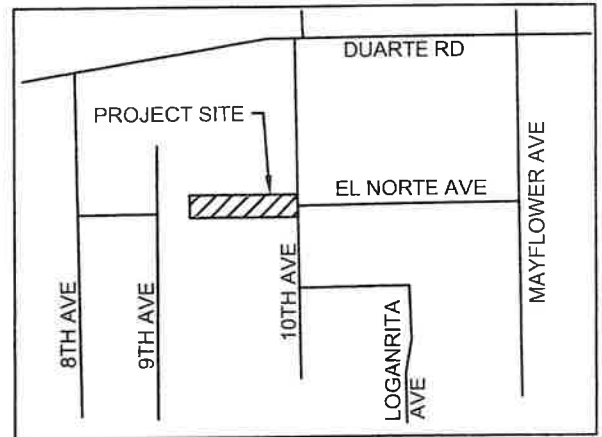
**LEGEND**

P.O.B. POINT OF BEGINNING  
 T.P.O.B. TRUE POINT OF BEGINNING

--- EXISTING CITY OF MONROVIA BOUNDARY  
 — PROPOSED CITY OF MONROVIA BOUNDARY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	45.17'
L2	S89°36'00"W	470.92'
L3	N0°00'00"E	45.17'
L4	N89°36'00"E	470.92'

**0.46 ACRES**



**VICINITY MAP**  
 N.T.S.

**DISCLAIMER:**  
 "FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED."

APN: 5780-019-011 LAFCO RESOLUTION NO: ACREAGE: 0.46 DATE: 3/28/23 SCALE: 1" = 80'

MONROVIA REORGANIZATION NO. 2023-02  
 BEING A PORTION OF THE RANCHO SANTA ANITA

PREPARED BY:



87 N. Raymond Ave., Ste 300  
 Pasadena, CA 91103  
 Office: 626-486-2555  
 Fax: 626-486-2556

# Attachment No. 3

June 30, 2023 Staff Report



# STAFF REPORT

Development Services Department

**DATE:** June 20, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Lisa Flores, Deputy Director of Development Services

**SUBJECT:** RESOLUTION NO. 7509 REQUESTING THE TERMINATION OF PROCEEDINGS RELATED TO LOCAL AGENCY FORMATION COMMISSION (“LAFCO”) REORGANIZATION CASE NO. 2023-02 TO THE CITY OF MONROVIA FOR THE PROPERTY ADDRESSED AS 923 S. 10TH AVENUE  
**CEQA: Not a Project**  
**Recommendation: Take No Action**

## **SUMMARY**

The City has received an application from the Local Agency Formation Commission (“LAFCO”) to initiate proceedings for the re-organization of a piece of property currently in the City of Arcadia. The request to LAFCO was generated by the property owner of 923 S. 10<sup>th</sup> Avenue and it seeks to “de-annex” this single residential property from Arcadia into the City of Monrovia for future development considerations. LAFCO’s process allows the City of Arcadia a period of time within which the City may adopt and file with LAFCO, a resolution requesting termination of proceedings, the effect of which would be that LAFCO would not move forward considering the proposal.

Resolution No. 7509 has been prepared for City Council consideration, if the City Council wishes to terminate proceedings on this item to meet LAFCO timelines. However, it is recommended that the City Council take no action on this matter and allow the applicant to pursue this action with LAFCO.

## **BACKGROUND**

The Local Agency Formation Commission (“LAFCO”) for Los Angeles County is an independent public agency with countywide jurisdiction over the boundaries of cities and certain special districts. LAFCO’s jurisdiction involves proposed boundary changes to local government boundaries involving the formation, dissolution, and expansion of cities and special districts. LAFCO is governed by State Law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“Act”). The Act tasks LAFCO with

discouraging urban sprawl, encouraging orderly and efficient provision of services, and preserving open space and prime agricultural lands.

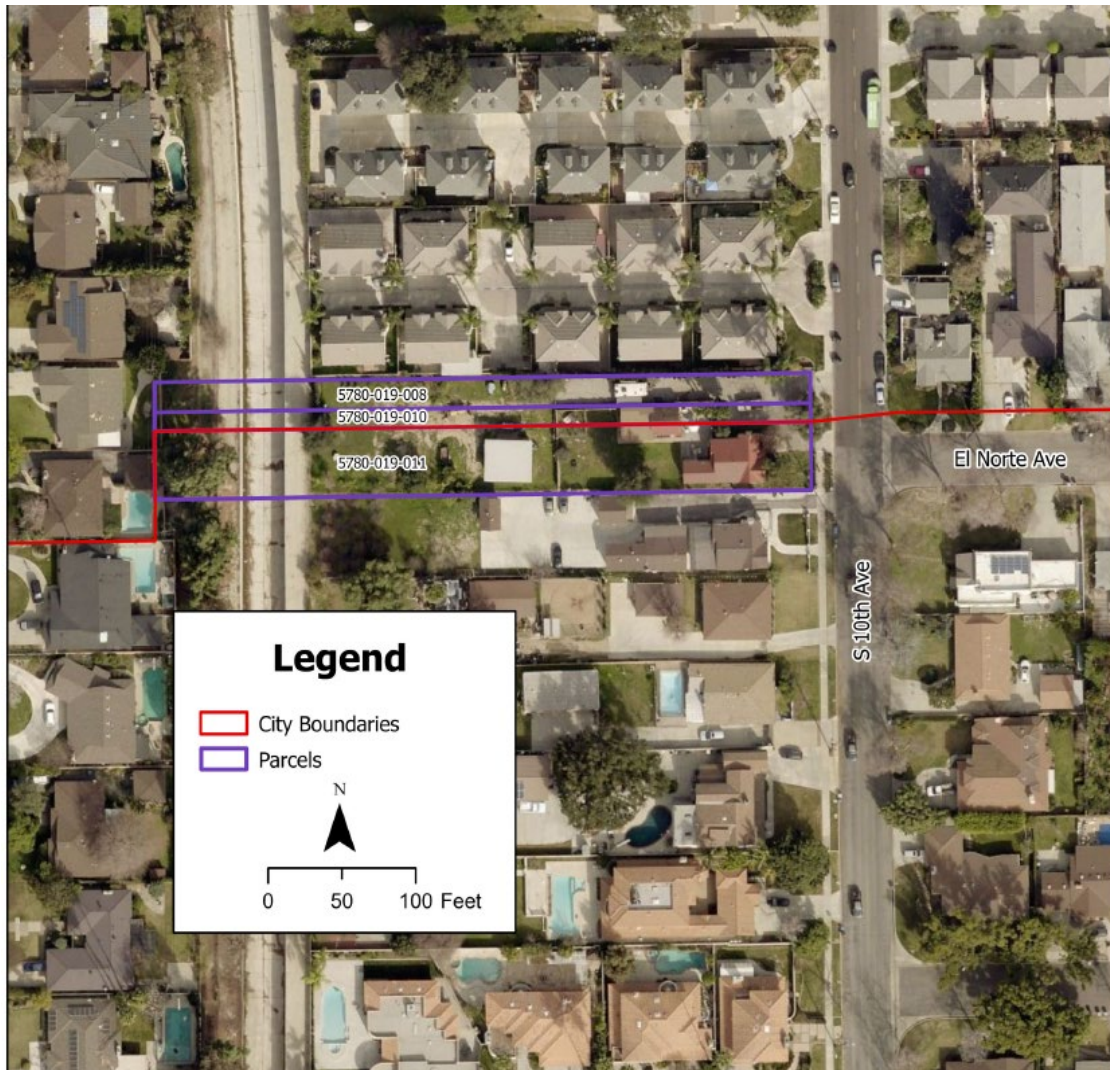
The City of Arcadia has not completed an annexation or boundary reorganization for decades and has not been proactive in pursuing annexations in general. This is true of surrounding cities as well. Regardless, public agencies typically generate any annexation requests and usually there is a compelling reason for the jurisdiction to be seeking a change. A request for annexation by private entities is extremely rare, especially when dealing with very small pieces of land.

On May 15, 2023, the City received a notice from LAFCO that the property owner of 923 S. 10<sup>th</sup> Avenue has requested to de-annex their property from the City of Arcadia to the City of Monrovia (refer to Attachment No. 2). There are many steps to the reorganization process and it can take over one year to complete. The following is a very simplified summary of the process:

1. Pursuant to Government Code Section 56751, the City of Arcadia has until July 12, 2023, to file a resolution to terminate proceedings. If the City chooses to do this, the application will not be acted upon. This statement reflects where the City is now in this process.
2. If proceedings are not terminated, then the County CEO Office/Board of Supervisors will prepare a tax transfer resolution.
3. Once distributed, the tax transfer resolution must be presented to the Arcadia City Council. The City Council can either deny or approve the request for the reorganization.
4. Other impacted taxing agencies, including the City of Monrovia, must also approve or deny the resolution.
5. The City of Monrovia must prepare CEQA documentation and determine zoning information before LAFCO can deem the application complete.
6. A negotiated tax agreement and an approved map with a geographic description must be approved by the LA County Board of Supervisors.
7. If approved by all affected entities, the request must be heard by LAFCO, who is the final decision maker.

## **DISCUSSION**

The Arcadia address in question is 923 S. 10<sup>th</sup> Avenue (Assessor Parcel Number 5780-019-011). The lot is approximately 20,000 square feet in size and runs along the boundaries of the Cities of Arcadia and Monrovia. The property owner also owns two parcels to the north in the City of Monrovia. Functionally, the three parcels are developed currently as a single development. See the map below to view the project site.



As can be seen on the map, a property line bisects an existing building and development potential is limited with municipal boundaries on either side of the property. The current zoning for the Arcadia parcel is R-1 (Single Family) and it is RM4000 in Monrovia (Multi-Family) with a Land Use designation of Medium Density Residential, which allows for a maximum density of 17.4 dwelling units per acre. Currently, the Arcadia parcel is developed with two units in place. Additionally, the property backs up to the L.A. County Flood Control Channel to the west. The property owner is seeking to move the Arcadia parcel into Monrovia to allow the entire property to be under one jurisdiction and one zoning designation, helping facilitate redevelopment of the property as multiple residential units, which is the development pattern to the north of these subject parcels.

Currently, the land in question is assessed at \$63,469, which would generate approximately \$61 in property tax revenue to the City of Arcadia per year.

Generally, cities are opposed to reorganizations that are simply driven by private development goals. It is not typically in a city's interest to cede property to another jurisdiction given property tax value to the city, impacts to the School District and other taxing entities, and the precedent that a private reorganization may set for other properties that may be split by jurisdictional boundaries. Additionally, the reorganization process is complicated and involves many different entities who need to modify processes, maps, documents, and tax amounts based on this request. Normally, this process is reserved for major property modifications and significant portions of land.

That being said, the only question in front of the City at this time is whether or not the City should submit a resolution to terminate these proceedings. In the initial analysis of the filing, there does not appear to be a significant reason to do so. The property cannot be developed in a coherent manner in either Arcadia or Monrovia as it sits currently. The proposal, while requiring a great deal of work for such a small change, would allow the property owner to pursue a development that appears better suited to the area than the current situation. Additionally, the City has had preliminary discussions with both Monrovia staff and representatives of the Arcadia Unified School District. To date, there is no significant opposition to the request and proceeding to the next step in the process.

If, after review and taking any public testimony, the City Council wishes to issue a resolution to LAFCO to terminate proceedings, the City Council may simply adopt the attached Resolution No. 7509. However, it is recommended that the City Council take no action at this time. Taking no action would, in effect, allow the project to proceed to the next required steps. This recommendation is not binding, nor does it prevent the City of Arcadia from later objecting to the ultimate reorganization. Additionally, the City of Monrovia or relevant taxing agencies may also object to the process, or LAFCO may reject it. At this time, there does not appear to be a pressing reason to terminate proceedings.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

There will be a negative fiscal impact to the City as a result of de-annexing this parcel to the City of Monrovia. As noted above, the estimated assessed value of the property currently is \$63,469. At current tax rates and collections distributed to the City of Arcadia, this equates to approximately \$61 in tax revenue to the City annually. There may also be

lighting and landscaping district fees and other tax obligations attached to the property, which would be known should the project move forward to the taxing agreement phase.

Additional taxing entities related to the City of Arcadia will also have some fiscal impact if the parcel is removed from the City's jurisdiction. A full analysis of the fiscal impact is not available at this time but will be provided when the proposal returns to the City as part of the review of the tax transfer resolution and later steps in the process. However, the overall impact of this single residential parcel being removed from the City's tax rolls is not viewed to be significant.

In terms of the review process, the City has no established fee to process this type of application as it is so rare and would typically be initiated by the City. Therefore, to cover the City's costs in processing this application, it is recommended that the applicant be required to make a deposit to the Planning Division to cover staff costs. An initial deposit of \$5,000 is recommended and staff time would be billed to this amount. This is similar to other reimbursement agreements the City has created for planning, environmental, or legal work.

### **RECOMMENDATION**

It is recommended that the City Council take no action on Resolution No. 7509 at this time and authorize Staff to process any application submitted on this matter through a reimbursement agreement with the applicant.

Approved:



Dominic Lazzaretto  
City Manager

- Attachment No. 1: Resolution No. 7509
- Attachment No. 2: LAFCO Application to Initiate Proceeding for Change of Organization/Reorganization (No. 2023-02)

# Attachment No. 4

Comment Letter from County of Los Angeles to LAFCO



## Chief Executive Office.

### COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

September 25, 2023

Paul A. Novak, Executive Officer  
Local Agency Formation Commission (LAFCO)  
for the County of Los Angeles  
80 South Lake Avenue, Suite 870  
Pasadena, CA 91101

Dear Mr. Novak:

### **CITY OF MONROVIA REORGANIZATION NO. 2023-02**

In response to your notice of filing, the County of Los Angeles (County) has prepared the following comments on the proposed City of Monrovia Reorganization No. 2023-02, which consists of approximately 0.46± acres of uninhabited territory located at the terminus of El Norte Avenue and 10<sup>th</sup> Avenue, all within the City of Arcadia. This letter includes comments on behalf of the County Departments of Regional Planning, Public Works, Parks and Recreation, Sheriff, Animal Care and Control, LA Library, and the Consolidated Fire Protection District.

### **CHIEF EXECUTIVE OFFICE**

#### Los Angeles County Board of Supervisors Policy

The County is obligated to review each annexation and sphere of influence amendment proposal in accordance with the Los Angeles County Board of Supervisors (Board) Policy 3.095 – “City Annexations and Spheres of Influence”(Policy) which could be found at [https://library.municode.com/ca/la\\_county\\_bos/codes/board\\_policy?nodeId=CH3ADGEGO\\_3.095CIANSPIN](https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH3ADGEGO_3.095CIANSPIN). The City should ensure that the proposed annexation is consistent with the Policy, which includes conditions and guidance for determining the fiscal, geographic, environmental, social, and operational impacts on affected unincorporated communities and the County, as well as determining any recommended mitigation measures.



## **DEPARTMENT OF PUBLIC WORKS (DPW)**

Following is DPW's review of the subject annexation and offer the following comments:

### Flood Control

An existing Los Angeles County Flood Control District (LACFCD) easement for the Santa Anita Channel is located on all three parcels (5780-019-008, 5780-019-010, and 5780-019- 011) intended for single family development. No improvements are allowed on the LACFCD easement without an approved flood permit.

LACFCD's Santa Anita channel was built by the US Army Corps of Engineers (USACOE). Any use of LACFCD's easement or alteration of the channel will require a 408 permit from the USACOE.

Appropriate Best Management Practices (BMPs) shall be put in place to prevent debris, trash, petroleum-based products, and waste discharge from entering adjacent Santa Anita Wash during construction activities.

The property is located in Zone X (outside the 0.2 percent annual chance flood area). Both cities participate in the National Flood Insurance Program (NFIP) and are thus responsible for ensuring development occurring within their jurisdiction complies with any applicable NFIP requirements as a minimum. The cities themselves may have their own flood resiliency requirements. Upon annexation, responsibility of ensuring NFIP compliance on this property, and answering the property owner's questions about the NFIP, will transfer from the City of Arcadia to the City of Monrovia. To avoid confusion on which city's standards apply, it is recommended no building permit applications for construction on this property be submitted to either city until the annexation is complete.

Both cities have to require development to abide by the following (upon annexation, the responsibility for compliance will transfer from Arcadia to Monrovia):

- a. NFIP regulations require that the flow-carrying capacity of altered or relocated watercourses be maintained (Title 44 of the Code of Federal Regulations, Section 60.3(b)(7)).
- b. Development activities within this easement will require a permit from LACFCD. The requirements of Title 20, Chapter 20.94 of the County Code regarding work in LACFCD's easement will apply.

### Street Lighting/Traffic Signs

The County Lighting Districts are not impacted by the subject proposed City of Monrovia annexation.

Paul A. Novak  
September 25, 2023  
Page 3

Other Comments

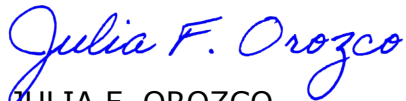
Stormwater Maintenance Division (East) and Land Development Division, all within Public Works have no comments.

Operational Services Division within Public Works has no assets in the proposed annexation area.

Should you have any questions concerning this matter, please contact Doyle Chow at (213) 863-0055 or [dchow@ceo.lacounty.gov](mailto:dchow@ceo.lacounty.gov).

Sincerely,

FESIA A. DAVENPORT  
Chief Executive Officer



JULIA F. OROZCO  
Manager  
Policy Implementation and Alignment Branch

JFO:DC:pp

c: Board of Supervisors, Fifth District  
County Counsel  
Public Works  
City of Monrovia  
City of Arcadia

# Attachment No. 5

Reorganization 2023-02, New Tax Rate  
Area

## Reorganization 2023-02 To the City of Monrovia (from City of Arcadia)

Affected TRA 01887				Adjacent TRA 01902			New TRA			
Account	Agency	From Rate	Adjustment	Account	Agency	Adjacent Rate	New TRA Rate			
001.05	LOS ANGELES COUNTY GENERAL	0.336442553		001.05	LOS ANGELES COUNTY GENERAL	0.336442553	001.05	LOS ANGELES COUNTY GENE	0.336442553	
001.20	L.A. COUNTY ACCUM CAP OUTLA	0.000118511		001.20	L.A. COUNTY ACCUM CAP OUTLA	0.000118511	001.20	L.A. COUNTY ACCUM CAP OI	0.000118511	
007.31	L A C FIRE-FFW	0.007726049		007.31	L A C FIRE-FFW	0.007726049	007.31	L A C FIRE-FFW	0.007726049	
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAIN	0.001840362		030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAI	0.001840362	030.10	L.A.CO.FL.CON.DR.IMP.DIST.	0.001840362	
030.70	LA CO FLOOD CONTROL MAINT	0.010415084		030.70	LA CO FLOOD CONTROL MAINT	0.010415084	030.70	LA CO FLOOD CONTROL MAI	0.010415084	
066.50	CO SANIT DIST NO 15 OPERATING	0.013953912		066.50	CO SANIT DIST NO 15 OPERATIN	0.013953912	066.50	CO SANIT DIST NO 15 OPERA	0.013953912	
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104.01	CITY-ARCADIA TD #1	0.096022462	-0.096022462 0.096022462	212.01	CITY-MONROVIA TD #1	0.069997705	212.01	CITY-MONROVIA TD #1	0.096022462	
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368.05	UPPER SAN GAB. VY. MUN. WATE	0.000603880		368.05	UPPER SAN GAB. VY. MUN. WAT	0.000603880	368.05	UPPER SAN GAB. VY. MUN. V	0.000603880	
400.00	EDUCATIONAL REV AUGMENTATI	0.069018938		400.00	EDUCATIONAL REV AUGMENTAT	0.075309160	400.00	EDUCATIONAL REV AUGMEN	0.069018938	
400.01	EDUCATIONAL AUG FD IMPOUND	0.156522379		400.01	EDUCATIONAL AUG FD IMPOUNI	0.176256914	400.01	EDUCATIONAL AUG FD IMPC	0.156522379	
400.15	COUNTY SCHOOL SERVICES	0.001469830		400.15	COUNTY SCHOOL SERVICES	0.001469830	400.15	COUNTY SCHOOL SERVICES	0.001469830	
400.21	CHILDREN'S INSTIL TUITION FUND	0.002917095		400.21	CHILDREN'S INSTIL TUITION FUN	0.002917095	400.21	CHILDREN'S INSTIL TUITION	0.002917095	
812.04	PASADENA AREA COMMUNITY CC	0.037453060		812.04	PASADENA AREA COMMUNITY C	0.037453060	812.04	PASADENA AREA COMMUNI	0.037453060	
817.03	ARCADIA UNIFIED SCHOOL DISTRI	0.254660317		817.03	ARCADIA UNIFIED SCHOOL DISTF	0.254660317	817.03	ARCADIA UNIFIED SCHOOL D	0.254660317	
817.06	CO.SCH.SERV.FD.- ARCADIA	0.009789939		817.06	CO.SCH.SERV.FD.- ARCADIA	0.009789939	817.06	CO.SCH.SERV.FD.- ARCADIA	0.009789939	
817.07	DEV.CTR.HDCPD.MINOR-ARCADIA	0.001045629		817.07	DEV.CTR.HDCPD.MINOR-ARCADI	0.001045629	817.07	DEV.CTR.HDCPD.MINOR-ARI	0.001045629	
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<b>1.000000000</b>				<b>1.000000000</b>			<b>1.000000000</b>			
<hr/>				<hr/>			<hr/>			
<b>Valuation</b>		<b>\$56,469</b>								
<b>1% Tax Levy</b>		<b>565</b>								
<hr/>				<hr/>			<hr/>			
<b>From TRA 01887</b>				<b>To New TRA</b>						
	<b>Agency</b>	<b>Rate</b>	<b>Amount</b>		<b>Agency</b>	<b>Rate</b>	<b>Amount</b>			
104.01	CITY-ARCADIA TD #1	0.096022462	\$54.22	212.01	CITY-MONROVIA TD #1	0.096022462	\$54.22			
<hr/>				<hr/>						
<b>Total</b>				<b>Total</b>			<b>0.096022462</b>	<b>\$54.22</b>		
				<b>Variance =</b>			<b>\$0.00</b>			



# STAFF REPORT

Public Works Services Department

**DATE:** December 5, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Janessa Kalanjian, Management Analyst

**SUBJECT:** EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR LANDSCAPE MAINTENANCE SERVICES IN THE AMOUNT OF \$646,234.64  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

On January 17, 2023, the City Council awarded a Professional Services Agreement with Mariposa Landscapes, Inc. (“Mariposa”) in the amount of \$626,196.36 to perform landscape maintenance services of all City-owned landscaped areas. Mariposa is reaching the end of their initial contract term and has submitted a written offer to extend their contract for an additional year. The extension offer reflects a 3.2%, or \$20,038.28, cost-of-living adjustment (“COLA”) to offset an increase in the State minimum wage, effective January 1, 2024. This will be Mariposa’s first contract extension; all other terms and conditions will remain in effect.

Based on the performance and level of service provided by Mariposa, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year extension to the Professional Services Agreement with Mariposa Landscapes, Inc. for landscape maintenance services in the amount of \$646,234.64.

## **BACKGROUND**

The Public Works Services Department (“PWSD”) is responsible for the maintenance of all City-owned landscaped areas. This includes medians, parkways, parks, water facilities, parking districts, and other City-owned facilities (e.g., Civic Center, Library, Community Center, etc.). On January 17, 2023, the City Council awarded a Professional Services Agreement with optional annual extensions to Mariposa, for routine, day-to-day maintenance, and care of all City-owned landscaped areas.

## **DISCUSSION**

Mariposa is reaching the end of their initial contract term and has submitted a written offer to extend their contract for an additional year. The extension reflects a 3.2%, or

\$20,038.28 increase in cost. The contract increase is based upon the anticipated increase in the State's minimum wage from \$15.50/hr. to \$16.00/hr., effective January 1, 2024. The State's minimum wage increase represents a 3.2% increase over the previous year. The proposed contract increase submitted by Mariposa is equal to the minimum wage increase and in line with the current rate of inflation in the region. All other terms and conditions of the contract will remain the same.

Mariposa has provided quality landscape maintenance services in Arcadia for the past eight years and continues to be responsive to requests from City staff. Some of their other municipal contracts currently include the cities of Irwindale, Azusa, and Monrovia.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Funding for landscape maintenance services is budgeted in each Department's Operating Budget for Fiscal Year 2023-24. Since the contract is split over two fiscal years, there is sufficient funding in each Department's operating budget for the proposed increase. During the next budget development cycle, Public Works Services will work with each City Department to account for the new cost of landscape maintenance services.

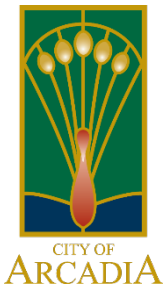
### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a one-year extension to the Professional Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services in the amount of \$646,234.64.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment: Proposed Amendment No. 1 to the Professional Services Agreement



**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
REGARDING LANDSCAPE MAINTENANCE SERVICES  
BY AND BETWEEN THE CITY OF ARCADIA  
AND MARIPOSA LANDSCAPES, INC.**

This Amendment No. 1 (“Amendment No. 1”) is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Arcadia, a municipal corporation of the State of California, and **Mariposa Landscapes, Inc.**, a California Corporation, with respect to that certain Professional Services Agreement between the parties dated February 15, 2023 (“Agreement”).

The Parties agree as follows:

1. Pursuant to Section 5 of the Agreement “Term”, the Term is hereby amended by extending the term from February 15, 2024 through and including February 15, 2025, as set forth in the attached Exhibit “C”.
2. Pursuant to Section 2(b) of the Agreement “Compensation”, the Compensation is hereby amended to provide that the total compensation due and payable to the Contractor for the Extended Term shall not exceed **Six Hundred Forty-Six Thousand, Two Hundred Thirty-Four Hundred Dollars and Sixty-Four Cents (\$646,234.64)**. The Contractor shall perform work during the Extended Period in accordance with the pricing schedule set forth in Exhibit “B” attached hereto and incorporated herein by reference.
3. All terms and provisions of the Agreement not amended by this Amendment No. 1 are hereby reaffirmed.

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

CITY OF ARCADIA

MARIPOSA LANDSCAPES, INC.

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

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

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

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

ATTEST:  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CONCUR:

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

\_\_\_\_\_  
Paul Cranmer  
Public Works Services Director

Exhibit "B"  
Schedule of Charges/Payments

For the term of this Agreement, the Compensation shall not to exceed the total amount listed below:

Landscape Maintenance Services	-	\$646,234.64
Total Compensation	-	\$646,234.64

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

Exhibit "C"  
Activity Schedule

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

The Term of this Agreement shall be for one year from February 15, 2024, through and including February 15, 2025.



# STAFF REPORT

Public Works Services Department

**DATE:** December 5, 2023

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE 2025 FREIGHTLINER CNG DUMP TRUCK IN THE AMOUNT OF \$257,889.66  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of one dump truck for the Public Works Services Department (“PWSD”) that meets the replacement criteria outlined in the City’s Vehicle Replacement Program. After exploring purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, allows the City to streamline vehicle procurement and receive the best price possible. It is recommended that the City Council approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2025 Freightliner Compressed Natural Gas (“CNG”) Dump Truck in the amount of \$257,889.66.

## **BACKGROUND**

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of one dump truck in the PWSD. The vehicle that will be replaced is currently used by the Water Division and meets the age requirement of the City’s Vehicle Replacement Program. The vehicle being replaced is a 1993 dump truck with 79,589 miles. This 1993 dump truck will be replaced with a new CNG dump truck that will be equipped with current emissions equipment.

The California Air Resources Board (“CARB”) regulates heavy-duty vehicle engine emissions through the “Fleet Rule for Public Agencies” Program. All heavy-duty vehicles must meet stringent emissions regulations that are currently only attainable through the use of Best Available Control Technology (BACT”), which includes utilizing alternative fuels such as CNG. The new CNG dump truck will be equipped with the most current emissions equipment to ensure BACT regulations are satisfied by the CARB.

## **DISCUSSION**

After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process and receive the best price possible. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process and acquire vehicles and equipment at a lower cost than traditional competitive bidding.

Sourcewell awarded a contract to 72 Hour LLC dba National Auto Fleet Group for a series of specialized heavy-duty vehicles with related equipment and accessories. 72 Hour LLC dba National Auto Fleet Group is an authorized dealer that can supply a 2025 Freightliner CNG Dump Truck that meets the City's dump truck specifications and is equipped with the CARB required equipment. The bidding process and Sourcewell's contracts have been reviewed by the PWSD and meet the City's procurement requirements. A copy of 72 Hour LLC dba National Auto Fleet Group's contract is attached.

## **ENVIRONMENTAL ANALYSIS**

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

## **FISCAL IMPACT**


The cost of the 2025 Freightliner CNG Dump Truck is \$257,889.66. The cost for safety lighting and communication equipment for the dump truck will be approximately \$4,900 and will be acquired through a separate purchase order. Funds in the amount of \$330,300 have been budgeted in the Fiscal Year 2023-24 Equipment Replacement Budget to replace this dump truck; therefore, sufficient funds exist for this purchase.

## **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2025 Freightliner CNG Dump Truck in the amount of \$257,889.66.

Purchase of CNG Dump Truck  
December 5, 2023  
Page 3 of 3

Approved:



Dominic Lazzaretto  
City Manager

Attachments: 72 Hour LLC dba National Auto Fleet Group Proposal Contract  
Sourcewell Contract



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/6/2023

Quote ID#2636HD

Mr. John Corona

City of Arcadia  
240 W Huntington Dr.  
Arcadia, CA91007

Dear John Corona,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2025 Freightliner M2 112 Plus, Cummins L9N 320 HP Engine, Allison 3000 EDS Transmission with 12' Carbon Steel Dump Body via CTEC**) and provided by Mr. Chris Burlew with Freightliner, each for:

	Contract Price
Chassis and Option	\$ 181,434.00
CTEC Quote	\$ 52,470.00
Tax (10.25%)	\$ 23,975.16
Tire Fee	\$ 10.50
Total	\$ 257,889.66

Payment in full before title is released.  
PRICES SUBJECT TO CHANGE FOR FRIEHTLINER SURCHARGES in 2024cy  
ORDER IS NON-CANCELLBLE

This sourced item(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez  
HD Contract Manager  
[BEN@NationalAutoFleetGroup.com](mailto:BEN@NationalAutoFleetGroup.com)

Office (855) 289-6572

Fax (831) 480-8497





**CALIFORNIA TRUCK EQUIPMENT CO.**

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

**QUOTE**

Quote Date	Quote #
9/14/2023	14160

<b>Sold To:</b>	<b>End User</b>	ctec-truckbody.com	
Velocity Truck Centers 13800 Valley Blvd Fontana, CA. 92335 Att: Mr. Chris Burlew 909-510-5061	City of Arcadia Freightliner 'M2' CNG 'Dump TRUCK'	Terms	Net 30
		FOB	CTEC
		Rep	DH

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
Freightliner M2	CNG	na	DRW	na	na	108"

**PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA**

Description	Qty	Total
<p>New Freightliner Dump Truck. CNG Fuel / Vertical 'stack' behind cab. 33K# GVW. Full 'Air Brakes' / Allison 3000 Series Trans. *** 108" usable C.A. behind CNG Fuel tank Housing. ***</p> <p>C-TEC to Furnish &amp; Install as Follows; 12' Long X 5 Cu. Yd. 'water level' sides @ 24". *** This is a 'conventionally constructed / carbon steel Dump Body. i.e. : Not Insulated' ***</p> <p>Floor Plate : AR-400 3/16" thick. ( Impact &amp; Abrasion Tolerant.) Fully boxed -4- flange top rail. Sloped lower rails. Front Guard to cover top of CNG Fuel Tank Housing. Tailgate: 34" high. Std. hinged hardware ; Top : Removable / Pull Out pin hinges. Bottom Locks over center / cam style. Electric Powered Tailgate Cylinder : 'Lock &amp; Release' ( With togle switch in cab dash panel.) No 'outside of cab' manual 'pull lever'. DUMP HOIST: Twin 2-Cyl. hoist. Two 5" I.D. Bore cylinders w/ 23" effective stroke. Full D.A. hyd. power / full dump cycle. Full length steel 'subframe'. Hydraulics; Muncie 24 Series Auto. Shift P.T.O. for Allison 3000 series trans. D.M. hyd. gear pump w/ 'air shift' hoist valve.</p>		

<b>QUOTE VALID FOR 30 DAYS</b>	<b>Subtotal</b>
Order accepted by: _____ Date _____	<b>Tax (10.0%)</b>
Print Name _____ PO # _____	<b>Total</b>

**ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD  
DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES**



**CALIFORNIA TRUCK EQUIPMENT CO.**

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

**QUOTE**

Quote Date	Quote #
9/14/2023	14160

<b>Sold To:</b>	<b>End User</b>	ctec-truckbody.com	
Velocity Truck Centers 13800 Valley Blvd Fontana, CA. 92335 Att: Mr. Chris Burlew 909-510-5061	City of Arcadia Freightliner 'M2' CNG 'Dump TRUCK'	Terms	Net 30
		FOB	CTEC
		Rep	DH

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
Freightliner M2	CNG	na	DRW	na		108"

**PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA**

Description	Qty	Total
Top Body 'Board Planks'. H.W. S4S milled. 2" thick. Oil sealed treated. Bolt in / removable.		
Body Painted: Urethane Enamel Gloss White.		
All FMVSS body clearance lighting & Aux. rear Taillights. All LED.		
Two (2) pair of mudflaps fore & aft of rear tires. Mounted 'dump truck style'.		
ADDITIONAL ITEMS To BE 'INCLUDED';		
Rear Pintle 'Tow Hitch'. 30 Ton Premier 580.		
C-TEC to 'Re-Locate' Freightliner Factory furnished Air Glad Hand Lines & Electric Plugs to suit proper tow hitch & trailer hook up application.		
Special 'Tool Box Configurstion' ; Tool Box: 48" long. Chassis frame mounted 'curbside' under body. Weathersealed door & key lock. Shovvel, Broom & Rske 'Holder' above tool box. Integrated design & construction. Open top 'accessed' w/ side opening / closing drop down door panel. iAprox. 76" long overall. 10" high solid 'mesh siding. Bottom storage cavity for '5' Gl. pail storage. Below top mesh shovel 'basket' offset from rear end of 48" tool box.,		

<b>QUOTE VALID FOR 30 DAYS</b>	<b>Subtotal</b>
Order accepted by: _____ Date _____	<b>Tax (10.0%)</b>
Print Name _____ PO # _____	<b>Total</b>

**ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD  
DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES**



**CALIFORNIA TRUCK EQUIPMENT CO.**

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

**QUOTE**

Quote Date	Quote #
9/14/2023	14160

<b>Sold To:</b>	<b>End User</b>	ctec-truckbody.com	
Velocity Truck Centers 13800 Valley Blvd Fontana, CA. 92335 Att: Mr. Chris Burlew 909-510-5061	City of Arcadia Freightliner 'M2' CNG 'Dump TRUCK'	Terms	Net 30
		FOB	CTEC
		Rep	DH

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
Freightliner M2	CNG	na	DRW	na		108"

**PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA**

Description	Qty	Total
3- Individual Ditch Gate 'Chute Doors' in rear Tailgate ( with 'offset 'pull down levers'. )		
Electric 'Motor Powered' Load Cover Tarp w/ spring 'Side Arms'. Electric control switch in cab		
*** This C-TEC Dump Body will have the same visual : 'apperance & dimensions' as previous unit built by C-TEC in 2022. ***		

<b>QUOTE VALID FOR 30 DAYS</b>	<b>Subtotal</b>	\$52,470.00
Order accepted by: _____ Date _____	<b>Tax (10.0%)</b>	\$0.00
Print Name _____ PO # _____	<b>Total</b>	\$52,470.00

**ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD  
DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES**

Prepared for:  
 John Corona  
 ARCADIA CITY OF  
 240 W HUNTINGTON DR

ARCADIA, CA 91007  
 Phone: 626-256-6574

Prepared by:  
 Chris Burlew  
 LOS ANGELES FTL - WST  
 13800 VALLEY BLVD.  
 FONTANA, CA 92335  
 Phone: 909-510-5061

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)		
<b>Data Version</b>			
DRL-012	SPECPRO21 DATA RELEASE VER 012		
<b>Bright Work Packages</b>			
024-001	BRIGHT WORK PACKAGE 1 - CHROMED: AIR INTAKE, GRILLE, HEADLIGHT BEZEL AND 14 INCH ROUND POLISHED AIR HORN		
<b>Vehicle Configuration</b>			
001-175	M2 112 PLUS CONVENTIONAL CHASSIS	8,244	6,026
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-024	NON DIESEL VEHICLES ONLY - CARB CERTIFIED AND FOR INITIAL REGISTRATION IN 50 STATES, BUT NOT SUBJECT TO CARB CLEAN IDLE REQUIREMENTS		
AF2-013	INITIAL REGISTRATION CALIFORNIA		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		



Prepared for:  
 John Corona  
 ARCADIA CITY OF  
 240 W HUNTINGTON DR

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 LOS ANGELES FTL - WST  
 13800 VALLEY BLVD.  
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Data Code	Description	Weight Front	Weight Rear
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AD	FREIGHTLINER LEVEL I WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 35000.0 lbs		
<b>Truck Service</b>			
AA3-005	FLATBED/PLATFORM/STAKE BODY		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 27.0 in		
AF3-1P7	CUSTOM TRUCK AND EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>			
101-3FM	CUM L9N 320 HP @ 2000 RPM, 2200 GOV, N-GAS, 1000 LB-FT @ 1300 RPM, HHD	-850	-70
<b>Electronic Parameters</b>			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79S-005	PTO MODE CANCEL VEHICLE SPEED - 10 MPH		
79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
80G-002	PTO MINIMUM RPM - 700		
80S-003	PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING		
80V-100	PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE		
<b>Engine Equipment</b>			
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		



Prepared for:  
 John Corona  
 ARCADIA CITY OF  
 240 W HUNTINGTON DR

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 Phone: 626-256-6574

Prepared by:  
 Chris Burlew  
 LOS ANGELES FTL - WST  
 13800 VALLEY BLVD.  
 FONTANA, CA 92335  
 Phone: 909-510-5061

Data Code	Description	Weight Front	Weight Rear
124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-004	BATTERY JUMPERS WITH MEGA FUSE JUNCTION BLOCK (MFJB)	4	
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-998	NO RETARDER/ENGINE BRAKE		
016-013	SINGLE HORIZONTAL MUFFLER WITH HORIZONTAL TAILPIPE EXHAUST, RH MOUNTED	-160	-80
28F-010	ENGINE AFTERTREATMENT WIRING, OXYGEN SENSOR		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-998	NO DIESEL EXHAUST FLUID TANK	-25	-25
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-017	CUMMINS SUPPLIED FLEETGUARD COALESCING FILTER (LOW PRESSURE) CNG		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	



Prepared for:  
 John Corona  
 ARCADIA CITY OF  
 240 W HUNTINGTON DR  
 ARCADIA, CA 91007  
 Phone: 626-256-6574

Prepared by:  
 Chris Burlew  
 LOS ANGELES FTL - WST  
 13800 VALLEY BLVD.  
 FONTANA, CA 92335  
 Phone: 909-510-5061

Data Code	Description	Weight Front	Weight Rear
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10	

### Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-656	CUSTOMER INSTALLED MUNCIE A20 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE



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Data Code	Description	Weight Front	Weight Rear
<b>Front Suspension</b>			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-009	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE		-2,300
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-30	-30
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-026	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF		
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		10
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		80
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-007	STANDARD U-BOLT PAD WITH U-BOLTS EXTENDED 1.00" LONGER THAN STANDARD		
623-005	FORE/AFT CONTROL RODS		



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Data Code	Description	Weight Front	Weight Rear
<b>Pusher / Tag Equipment</b>			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-015	AIR DRYER FRAME MOUNTED		
460-048	STEEL AIR BRAKE RESERVOIRS MOUNTED IN CAB ENTRY STEPS WHEN POSSIBLE		
477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK, PETCOCKS ALL OTHERS		
<b>Trailer Connections</b>			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		
919-069	(1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO END OF FRAME		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-027	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 4' ADDITIONAL; NO BRACKETS		
334-003	SUPPLEMENTAL ISO 3731 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE		



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Data Code	Description	Weight Front	Weight Rear
<b>Wheelbase &amp; Frame</b>			
545-507	5075MM (200 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	180	190
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 134.25 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 107.25 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 292.91 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 100.63 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 101.63 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS		
558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
607-016	CLEAR FRAME RAIL FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET LH RAIL INSIDE/OUTBOARD AND BELOW		
<b>Fifth Wheel</b>			



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Data Code	Description	Weight Front	Weight Rear
578-998	NO FIFTH WHEEL		
<b>Fuel Tanks</b>			
204-998	NO LH FUEL TANK	-85	-20
230-087	60 DIESEL GALLON EQUIVALENT (DGE) COMPRESSED NATURAL GAS (CNG) FUEL TANKS STACKED BACK OF CAB, 4X16 INCHES DIAMETER, 4TH GENERATION, TYPE 3 CYLINDERS	600	450
231-008	STACKED TRANSVERSE MOUNTING BACK OF CAB FOR CNG TANKS WITH PAINTED SHIELDING	80	50
664-001	PLAIN STEP FINISH		
205-063	LH CNG NGV1 STANDARD FILL RECEPTACLE AND DUST CAPS WITH ADDITIONAL HIGH FLOW AND DEFUELER RECEPTACLES		
220-008	CNG FUEL HEATING SYSTEM	10	
216-059	SINGLE CNG FUEL LINE WITH IN-LINE SOLENOID SHUTOFF VALVE AND PRESSURE REGULATOR		
202-020	STAINLESS STEEL AND SYNTHETIC RUBBER FLEXIBLE FUEL LINES - NATURAL GAS SERVICE		
<b>Tires</b>			
093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-2DE	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES		80
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 6.20 INSET 5-HAND STEEL DISC FRONT WHEELS	10	
505-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		20
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-072	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		



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Data Code	Description	Weight Front	Weight Rear
648-001	FRONT-REMOVABLE GRILLE MOUNTED BUGSCREEN		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
647-001	WHITE WINTERFRONT	2	

**Cab Interior**



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Data Code	Description	Weight Front	Weight Rear
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-027	(2) 12V DASH MOUNTED POWER OUTLETS		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-035	LH AND RH KICKPLATES		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
71T-002	METHANE DETECTION SYSTEM WITH (1) SENSOR IN CAB AND (1) SENSOR IN ENGINE COMPARTMENT	10	
714-001	FIRST AID KIT	2	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	



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Data Code	Description	Weight Front	Weight Rear
760-344	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT WITH HEADRESTS, SEATS INC.	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-143	RUGGED CLOTH BLACK WITH GRAY DRIVER SEAT		
761-143	RUGGED CLOTH BLACK WITH GRAY PASSENGER SEAT		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

**Instruments & Controls**

* 4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS \$C1B0000ZZ,C1C0000ZZ,C1D0000ZZ,C1E0000ZZ		
106-002	ELECTRONIC ACCELERATOR CONTROL		
734-023	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		



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Data Code	Description	Weight Front	Weight Rear
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-027	AGILITY BLUE IQ FUEL GAUGE - 4TH GEN PROCAB SYSTEMS FMM CONTROLLERS		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
33A-802	WIRING PROVISION FOR CUSTOMER FURNISHED ROOF MOUNTED STROBE/BEACON LIGHTS	2	
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-004	ELECTRONIC STABILITY CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		



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Data Code	Description	Weight Front	Weight Rear
78C-003	INTEROPERABLE SDAR ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
869-800	HOLE IN DASH FOR CUSTOMER FURNISHED 2 INCH GAUGE		

**Design**

065-000 PAINT: ONE SOLID COLOR

**Color**

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY

986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



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Data Code	Description	Weight Front	Weight Rear
98K-5F6	PAINT-FUEL CABINET: L0006EY WHITE ELITE EY		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
969-998	NO CAB/BODY EXTERIOR DECALS		
963-003	STANDARD E COAT/UNDERCOATING		

**Certification / Compliance**

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

**Sales Programs**

PMY-3G1 BUSINESS QUOTE SALES PROGRAM

**T O T A L V E H I C L E S U M M A R Y**

**Adjusted List Price**

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	8188 lbs	4394 lbs	12582 lbs
Total Weight <sup>+</sup>	8188 lbs	4394 lbs	12582 lbs

**I T E M S N O T I N C L U D E D I N A D J U S T E D L I S T P R I C E**

**Other Factory Charges**

PNV-998 NO CARB24 PRICING IMPACT  
 RD1-303 3 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL)  
 POWERED BY DETRIOT CONNECT



**Prepared for:**  
John Corona  
ARCADIA CITY OF  
240 W HUNTINGTON DR

ARCADIA, CA 91007  
Phone: 626-256-6574

**Prepared by:**  
Chris Burlew  
LOS ANGELES FTL - WST  
13800 VALLEY BLVD.  
FONTANA, CA 92335  
Phone: 909-510-5061

RAC-42N	M2/SD PLUS ESCALATOR
RAU-025	MY25 ESCALATOR
RFY-022	FRONT TIRE SURCHARGE
RFU-022	REAR TIRE SURCHARGE
P73-2FT	STANDARD DESTINATION CHARGE

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
  - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:  
By: Jeremy Schwartz  
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Jeremy Schwartz

DocuSigned by:  
By: Jesse Cooper  
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Jesse Cooper

Title: Director of Operations & Procurement/CPO

Title: Fleet Manager

Date: 8/3/2020 | 5:08 PM CDT

Date: 8/3/2020 | 2:06 PM CDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette

Title: Executive Director/CEO

Date: 8/3/2020 | 5:13 PM CDT



# STAFF REPORT

Police Department

**DATE:** December 5, 2023

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE ORDER WITH FLOCK SAFETY FOR THE ANNUAL RENEWAL OF THE AUTOMATED LICENSE PLATE READER ("ALPR") CAMERA SUBSCRIPTION FOR FISCAL YEAR 2023-24 IN AN AMOUNT NOT TO EXCEED \$50,000  
**CEQA: Not a Project**  
**Recommendation: Approve**

## SUMMARY

The Arcadia Police Department presently utilizes a subscription-based system for 20 automated license plate reader ("ALPR") cameras. This subscription, procured from Flock Safety, is renewed on an annual basis. A subscription-based system is the preferred model due to the ability to streamline maintenance, upgrades, and equipment, further enhancing the effectiveness of the cameras. Given the Department's satisfaction with this system, it is recommended that the City Council approve the Purchase Order with Flock Safety for the annual renewal of the ALPR camera subscription for Fiscal Year 2023-24, in an amount not to exceed \$50,000.

## BACKGROUND

In 2008, the Police Department implemented an ALPR system to combat criminal activity, enhance productivity, and improve officer safety. The ALPR system automatically captures license plates from passing vehicles as well as vehicles parked on a street or in a parking lot. Once the license plate is processed, the officer operating the ALPR (or the Department's Dispatch Center) is immediately notified whenever a license plate is read that is associated with the following criteria: stolen vehicle, identification of vehicles connected to wanted felons, Amber Alerts, or any other search criteria determined by the Department.

In Arcadia, ALPR camera systems are located in fixed and mobile locations throughout the City. The ALPR system retains captured license plates and photographs of vehicles for a period of 30 days, which allows investigators time to review this data and possibly

locate vehicles associated with criminal activity in the City. Once potential vehicles are connected to a crime, investigators input license plate information that triggers an alert to all officers with a digital photo of the vehicle, and pinpoint mapping of its current or previous location.

The ALPR system can capture exponentially more vehicle data than any single officer could on their own. The ALPR system has resulted in numerous recoveries of stolen vehicles and provides timely alerts of criminally wanted vehicles entering the City, leading to arrests.

## **DISCUSSION**

In 2021, with the City Council's approval, the Department replaced the original ALPR camera system due to age-based malfunctions, transitioning from a purchase/ownership option to a subscription-based platform. The new ALPR camera system that was secured from Flock Safety includes the following features:

- Subscription-based platform that is the most cost effective and efficient solution.
- Eliminates costly annual operating fees and extensive in-house support.
- Extended warranty program and service plan.
- Camera monitoring services to ensure performance is meeting optimal standards.
- All-inclusive pricing per camera, which includes the hardware, software, SIM card and data plan, warranty maintenance, monitoring, and software upgrades.
- The latest ALPR technology, which captures more vehicle information and expands coverage across more intersection locations.
- Solar generated power, eliminating the need for the City to run connections to traffic signal poles for power.
- Detecting vehicles with no plates, temporary plates, dirty/covered plates, and accurate state detection.
- Effective processing of the newer black Legacy plates issued by the State, which lack illuminating features.
- Camera coverage of two vehicle lanes (former cameras covered one lane), increasing coverage at the City's intersections.
- Data hosted on a cloud-based Criminal Justice Information System ("CJIS"), which eliminates the need for costly in-house servers.
- Allows the Department to share intelligence with neighboring agencies in the county and law enforcement agencies nationwide.
- Subscription costs of \$50,000 annually, which provides significant cost savings compared to the total cost of ownership for the ALPR camera system.

The transition to the subscription-based platform was implemented in FY 2021-22. This is the third year that the subscription will be renewed. Based on Arcadia's excellent

experience with the Flock Safety service model and the consistent pricing, it is recommended that the subscription be renewed for another year.

It is important to highlight that the renewal of the 20 Flock Safety ALPR camera system subscription is in addition to the recently approved 23 flock safety ALPR camera subscription, which was authorized at the November 7, 2023, City Council meeting. This brings the total number of ALPR cameras in Arcadia to 43 (Attachment "A"), which will be strategically positioned across the City. This increase in surveillance infrastructure represents a significant investment in enhancing public safety and security within the community (see Attachment "A" for a map of camera locations).

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Sufficient funds have been budgeted in the Fiscal Year 2023-24 General Fund Operating budget to fund the \$50,000 annual subscription cost.

### **RECOMMENDATION**

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Flock Safety for the annual renewal of the automated license plate reader ("ALPR") camera subscription for Fiscal Year 2023-24, in an amount not to exceed \$50,000.

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

Attachment "A" – Map of 43 ALPR Camera Locations

ALPR Camera - Intersection Locations

Camera No.	Street/Intersection Name	Camera No.	Street/Intersection Name	Camera No.	Street/Intersection Name	Camera No.	Street/Intersection Name
1	S/B Baldwin @ Arboretum Way	12	N/B Santa Anita @ Live Oak	23	W/B Foothill @ Baldwin	34	N/B Golden West @ Naomi
2	N/B Santa Anita @ Foothill	13	E/B Las Tunas @ Baldwin	24	N/B Sunset @ Duarte	35	N/B Santa Anita @ 210
3	S/B Santa Anita @ Colorado	14	N/B Baldwin @ Las Tunas	25	E/B Longden @ El Sereno	36	N/B Holly @ Las Tunas
4	W/B Foothill @ 5th	15	E/B Camino Real @ Baldwin	26	W/B Longden @ 8th	37	S/B Santa Anita @ 210
5	W/B Colorado @ 5th	16	E/B Duarte @ Golden West	27	E/B Naomi @ Golden West	38	E/B Live Oak @ Santa Anita
6	W/B Huntington @ 5th	17	E/B Huntington @ Michillinda (NCL)	28	N/B 2nd @ Live Oak	39	N/B Baldwin @ Arbolada
7	W/B Duarte @ 5th	18	E/B Huntington @ Michillinda (SCL)	29	W/B Santa Clara @ 5th	40	E/B Foothill @ Baldwin
8	W/B Camino Real @ Mayflower	19	E/B Colorado @ Michillinda	30	N/B Colorado Extension @ S/B Baldwin	41	E/B Sunset @ Michillinda
9	W/B Live Oak @ 6th	20	E/B Foothill @ Michillinda	31	N/B 6th @ Live Oak	42	S/B Baldwin @ Camino Real
10	E/B Clark @ Peck	21	N/B El Monte @ Las Tunas	32	W/B Live Oak @ Las Tunas	43	N/B Baldwin @ Camino Real
11	E/B Goldring @ Peck	22	E/B Hampton @ Michillinda	33	W/B Las Tunas @ Live Oak		





# STAFF REPORT

Office of the City Manager

**DATE:** December 5, 2023

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** RESOLUTION NO. 7534 DECLARING, IN PERPETUITY, JANUARY 28 AS STAND AGAINST HATE ACTION DAY  
**CEQA: Not a Project**  
**Recommendation: Adopt**

## **SUMMARY**

Earlier this year, Arcadia was asked to support a resolution to annually designate January 28 as Stand Against Hate Action Day. The City Council expressed unanimous support to further this initiative, which was subsequently adopted at the State level as well. The effort to denounce all forms of hate can be accomplished with the adoption of Resolution No. 7534. It is recommended that the City Council adopt Resolution No. 7534, declaring, in perpetuity, January 28 as Stand Against Hate Action Day.

## **BACKGROUND**

In 2023, the Arcadia City Council has already taken several steps to denounce hate and promote tolerance and acceptance of all people. These actions are evidenced through a Proclamation in support of Asian Americans and Pacific Islanders (“AAPI”) Against Bullying and Hate, issued in May 2023, and a Proclamation Denouncing Anti-Semitism, issued in July 2023, as well as numerous statements throughout the year by individual Council Members. During the February 21, 2023, City Council Meeting, then Mayor Pro Tem Verlatto, brought forward a request to designate January 28 as Stand Against Hate Action Day annually. The City Council expressed unanimous support to bring this proposal forward, which can be accomplished through the adoption of Resolution No. 7534.

On March 9, 2023, the State adopted Senate Conforming Resolution 15 (“SCR 15”) to proclaim, in perpetuity, January 28 as the Stand Against Hate Action Day. This resolution was first introduced by State Senator Josh Newman to encourage the people of California to stand in unity against hate and bring awareness to the alarming increase in hate events across the state. SCR 15 was formulated at the request of the ACT Against Hate Alliance,

which was founded by Senator Bob Huff and Mei Mei Ho Huff, in response to the extreme rise in hate crimes across California. The ACT Against Hate Alliance joins bi-partisan leaders across all sectors to identify and make solutions against hate crimes an immediate priority.

### **DISCUSSION**

The proposed resolution is in response to the rising number of hate crimes that have occurred across California, with an 89.6% increase in reported hate crimes and events in the last decade. According to a 2021 report from the California Department of Justice, from 2020 to 2021, there was a 12.5% increase in Black or African American hate crimes; a 29.6% increase in Hispanic or Latino hate crimes; and a 177.5% increase in Asian hate crimes. The same report also notes a 47.8% increase in hate crime events against real or perceived sexual orientation as well as 32.2% rise in Antisemitic or Jewish hate crimes.

Over 40% of all hate crime victims never report these incidents to law enforcement, leading to chronic underreporting and less awareness. To combat the rise in hate crimes, cities like Arcadia, can pass resolutions in support of Stand Against Hate Action Day as well as increase public education and outreach on hate crime reporting and available resources. Other neighboring cities, like the City of San Gabriel, have passed a resolution for the same purposes. With the proposed resolution, Arcadia calls upon its community members to denounce hate and promote inclusion and tolerance. By adopting Resolution No. 7534, the Arcadia City Council will declare January 28 as Stand Against Hate Action Day in perpetuity.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

There is no impact to the City's budget as a result of adopting this resolution.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7534 declaring, in perpetuity, January 28 as Stand Against Hate Action Day.

Attachment: Resolution No. 7534

RESOLUTION NO. 7534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA,  
CALIFORNIA, DECLARING, IN PERPETUITY, JANUARY 28 AS STAND  
AGAINST HATE ACTION DAY

WHEREAS, the City of Arcadia values and respects the diversity in race, culture, ethnicity, religion, sexual orientation, national origin, and immigration status among its residents and all peoples; and

WHEREAS, the number of reported hate crime events across the State of California has risen 89.6% over the last decade, according to a 2021 report from the California Department of Justice; and

WHEREAS, between 2020 and 2021, anti-Black and African American hate crimes increased 12.5%; anti-Hispanic and Latino hate crimes increased 29.6%; anti-Asian hate crimes increased 177.5%; and Antisemitic and anti-Jewish hate crimes rose 32.2% in California; and

WHEREAS, hate crime events involving bias against real or perceived sexual orientation increased 47.8% in that same period; and

WHEREAS, a 2021 report from the United States Department of Justice found that 42% of violent hate crime victims did not report their crime to law enforcement; and

WHEREAS, the dramatic increase in hate crimes and incidents has endangered public safety, undermined the welfare of our state's marginalized communities and persons of color, and threatened to reverse our progress on social and race relations; and

WHEREAS, hate has no place in Arcadia, where we honor, respect, and celebrate our community's rich cultural diversity; and

WHEREAS, community outreach and public education on hate crimes, and how to report and respond to them, are essential components of addressing the epidemic of hate; and

WHEREAS, ACT Against Hate Alliance is an organization dedicated to identifying and implementing strategies that prevent hate crimes and incidents in a collaborative and bipartisan manner; and

WHEREAS, the City Council extends their full support and commitment to cross-cultural dialogue and intersectional coalition building.

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

SECTION 1. The City Council of the City of Arcadia denounces hate crimes, hate incidents, and hateful rhetoric directed against individuals on the basis of race, ethnicity, religion, sexual orientation, gender and gender identity, national origin, age, disability, and immigration status.

SECTION 2. That January 28, in perpetuity, is hereby proclaimed Stand Against Hate Action Day.

SECTION 3. The City Council directs the City Manager to transmit a copy of this Resolution to the ACT Against Hate Alliance for appropriate distribution.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

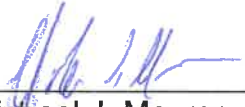
Passed, approved and adopted this 5th day of December, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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