

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, June 18, 2024, 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。

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. Your comments must be received at least 30 minutes prior to the posted meeting time.
2. **Email:** Please submit your comments via email to CityClerk@ArcadiaCA.gov. Your comments must be received at least 30 minutes prior to the posted meeting time.

如何提交公众评论意见：

公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。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
2. **电子邮件：**请将您的评论意见通过电子邮件发送至：CityClerk@ArcadiaCA.gov。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

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 regarding the City Council Certificate Policy.
- b. Report, discussion, and direction regarding language accessibility and translation services.

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

1. CALL TO ORDER

2. INVOCATION

Mohammad Ahad, Mosque of San Gabriel

3. PLEDGE OF ALLEGIANCE

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. PRESENTATIONS

- a. Presentation of Mayor's Certificate to Arcadia Association of Realtors 2024 President Renee Bannoura and CEO Andrew Cooper in recognition of the AAR 100th Anniversary.

8. APPOINTMENTS

- a. Appointments to City Boards and Commissions.
CEQA: Not a Project
Recommended Action: Make Appointments

9. PUBLIC HEARING

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

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

- a. Resolution No. 7577 confirming the Engineer's Report for the levy and collection of the Arcadia Citywide Lighting District No. 1 and the associated Assessment Diagram; and ordering the levy and collection of assessments for Fiscal Year 2024-25.
CEQA: Not a Project
Recommended Action: Adopt

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

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

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

12. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

- a. Regular Meeting Minutes of June 4, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7576 adopting a list of projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7578 supporting the Homelessness, Drug Addiction, and Theft Reduction Act.
CEQA: Not a Project
Recommended Action: Adopt
- d. Professional Services Agreement with Foothill Communications for radio communications services for the period of July 1, 2024, to June 30, 2027, with the option to renew for three additional one-year periods, in an amount not to exceed \$164,000 over the first three-year period.
CEQA: Not a Project
Recommended Action: Approve
- e. Professional Services Agreement with Advanced Traffic Solutions for implementation of updated traffic signal timing, and controller, signal monitoring, and traffic signal upgrade support at various locations Citywide in the amount of \$75,000.
CEQA: Not a Project
Recommended Action: Approve
- f. Amendment to the Professional Services Agreement with Studio Spectrum, Inc. for video production and broadcast services for City Council meetings in the amount of \$35,000.
CEQA: Not a Project
Recommended Action: Approve
- g. Professional Services Agreement Extension with Phoenix Group Information Systems for parking citation, parking permit, and administrative citation processing services in an amount not to exceed \$58,100.
CEQA: Not a Project
Recommended Action: Approve
- h. Contract with General Pump Company, Inc. for the removal and replacement of Baldwin Booster Pump D in the amount of \$139,790, with a 10% contingency.
CEQA: Exempt
Recommended Action: Approve

- i. Amendment No. 1 to the Interagency Communications Interoperability ("ICI") System Annual Subscriber Agreement and fees for a five-year period, in an amount not to exceed \$325,000 over the five-year period.
CEQA: Not a Project
Recommended Action: Approve
- j. Purchase Order with Daniels Tire Service, Inc. for the purchase of tires and tire related services for City vehicles in an amount not to exceed \$75,000.
CEQA: Not a Project
Recommended Action: Approve
- k. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2025 Toyota Camry in the amount of \$37,469.50.
CEQA: Not a Project
Recommended Action: Approve
- l. Purchase Order with OCLC, Inc. for Bibliographic Services and Metadata in an amount not to exceed \$33,800.
CEQA: Not a Project
Recommended Action: Approve
- m. Purchase Order with OverDrive, Inc. for eBooks, eMagazines, digital audiobooks, and streaming videos in an amount not to exceed \$90,000.
CEQA: Not a Project
Recommended Action: Approve
- n. Purchase Order with Tsai Fong for international language materials in an amount not to exceed \$35,000.
CEQA: Not a Project
Recommended Action: Approve
- o. Purchase Order increase with Galls, LLC for the purchase of Police Department uniforms in an amount not to exceed \$75,000 annually, for the period of July 1, 2024, to June 30, 2027.
CEQA: Not a Project
Recommended Action: Approve
- p. Change Order to increase the Purchase Order with HCI Systems, Inc. for fire alarm and fire sprinkler, testing and repairs, and fire extinguisher re-certification, in the amount of \$15,388.19.
CEQA: Not a Project
Recommended Action: Approve

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, July 16, 2024, 7:00 p.m. in the City Council Chambers.

Welcome to the Arcadia City Council Meeting!

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

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

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）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）。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決未列入议程的事项。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

Office of the City Clerk

DATE: June 18, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: APPOINTMENTS TO CITY BOARDS AND COMMISSIONS
CEQA: Not a Project
Recommendation: Make Appointments

SUMMARY

Annually, the City Council appoints individuals to serve on various City Boards and Commissions. This agenda item will enable the City Council to take action to fill vacancies on the Arcadia Beautiful Commission, Arcadia Museum Commission, Human Resources Commission, Library Board of Trustees, Planning Commission, Recreation and Parks Commission, and Senior Citizens' Commission. It is recommended that the City Council make the necessary appointments to fill vacancies on Arcadia's Boards and Commissions effective July 1, 2024.

BACKGROUND

Arcadia's Boards and Commissions exist to advise the City Council on matters that impact the community. There are seven City Boards and Commissions: Arcadia Beautiful, Arcadia Museum, Human Resources, Library Board of Trustees, Planning, Recreation and Parks, and Senior Citizens', all with terms beginning on July 1 and ending June 30, unless there is an unplanned vacancy and someone is asked to fill the remainder of an unexpired term.

Most City Boards and Commissions are advisory in nature except for the Human Resources Commission, the Library Board of Trustees, and the Planning Commission, who have been granted additional duties and powers. Each Board and Commission is governed by the protocols in the Boards and Commissions Handbook as well as any specific provisions in their authorizing ordinances. Each Spring, the City Clerk's Office initiates a recruitment process for City Boards and Commissions. The recruitment period begins a few months before appointments are made by the City Council in June.

The City advertises Board and Commission openings through its communication channels that include the City's website, social media channels, monthly utility bill insert, and quarterly newsletter. If there are any mid-term vacancies, the City Clerk's Office revisits the list of applicants that were not appointed but have kept their resume on file with the City. Any interested applicants are then recommended to the City Council for appointment. Alternatively, at the City Council's discretion, a full recruitment can and has been undertaken to fill an unplanned vacancy.

Each member of a City Board and Commission may generally serve up to two (2) consecutive, four-year terms. The exception to this requirement is the Senior Citizens' Commission, where members may serve up to two (2) consecutive, two-year terms. The Senior Citizens' Commission also maintains five openings that are filled by local service club organizations that include one member each from the Arcadia Golden Age Club, Arcadia Traveler's Club, Arcadia Senior Men's Club, Arcadia Senior Friendship Club, and the Assistance League of Arcadia. For these appointments, each service club recommends a member who will represent their organization and serve on the City's Senior Citizens' Commission.

DISCUSSION

All City Boards and Commissions have openings this year. There are 14 openings sought by 16 new applicants plus four incumbents seeking reappointment, for a total of 20 applicants. All five districts of Arcadia are represented in the 20-person applicant pool. It is recommended that the City Council fill vacancies on the following Boards and Commissions.

- Arcadia Beautiful Commission (2 positions open)
- Arcadia Museum Commission (1 position open)
- Human Resources Commission (2 positions open)
- Library Board of Trustees (2 positions open, including one position to fill an unexpired term ending June 30, 2025)
- Planning Commission (1 position open)
- Recreation and Parks Commission (2 positions open)
- Senior Citizens' Commission (2 At-large and 2 Service Club positions open)

In order to facilitate City Council action, the following documents are attached to this report:

1. Attachment No. 1 - Appointment Summary Sheet showing the number of vacancies open on each Board/Commission, which members are eligible for reappointment, and the names of individuals who have submitted resumes and are interested in serving on that Board/Commission.
2. Attachment No. 2 - Current Board and Commission Roster.
3. Attachment No. 3 – Resignation Letter of R. Carlton Seaver from the Library Board of Trustees.
4. Attachment No. 4 - Citizen Service Resumes and letters of recommendation from Arcadia Service Clubs, if required.

Per City requirements, all applicants have been verified as Arcadia residents, being at least 18 years of age, and registered voters of the City.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no fiscal impact from City Council making appointments to City Boards and Commissions.

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 make appointments to fill vacancies on Arcadia Boards and Commissions effective July 1, 2024.

Attachment No. 1: Appointment Summary Sheet
Attachment No. 2: Current Board and Commission Roster
Attachment No. 3: Resignation Letter – R. Carlton Seaver
Attachment No. 4: Citizen Service Resumes

Attachment No. 1

2024 BOARDS AND COMMISSIONS APPOINTMENT SUMMARY				
ARCADIA BEAUTIFUL COMMISSION	* 2 Positions Open		Interested in 2024	
Applicants on File	Lisa Walton D-3			
	Daniel Malki D-5			
	Greg Wang D-3			
ARCADIA MUSEUM COMMISSION	* 1 Position Open		Interested in 2024	
Applicants on File	Angela Ayala D-1	Eligible for Reappointment	YES	
	Ethel Laczko D-5			
	Edwin Schmitt (Eddie) D-5			
	Matthew Goldsby D-5			
	Chang Lee D-5			
HUMAN RESOURCES COMMISSION	* 2 Positions Open		Interested in 2024	
Applicants on File	Lula Eskander D-2	Eligible for Reappointment	YES	
	Daniel Malki D-5			
	Chang Lee D-5			
LIBRARY BOARD	*2 Positions Open (Note: including an unexpired term ending 06/30/2025)		Interested in 2024	
Applicants on File	Daniel Malki D-5			
	Hsiuchen Chen D-4			
	Barbara Delphey D-4			
	Chang Lee D-5			
PLANNING COMMISSION	*1 Position Open		Interested in 2024	
Applicants on File	Vincent Tsoi D-2 (Filling Unexpired Term)	Eligible for New Appointment	YES	
	Ashish Guha D-2			
	Chang Lee D-5			
	Daniel Malki D-5			
	Chingchia Thomas Tseng D-5			
	Robert Gerber D-2			
	Greg Wang D-3			
	Cris Arzate D-5			
RECREATION AND PARKS COMMISSION	*2 Positions Open		Interested in 2024	
Applicants on File	Roberto Ayala D-1 (Filling Unexpired Term)	Eligible for New Appointment	YES	
	Valerie Cheung D-2	Eligible for Reappointment	YES	
	Daniel Malki D-5			
	Robert Gerber D-2			
	Greg Wang D-3			
	Cris Arzate D-5			
	Chang Lee D-5			
	Lula Eskander D-2			
SENIOR CITIZENS' COMMISSION	*2 At-Large Positions Open *2 Service Club Positions Open		Interested in 2024	Recom. Letter
At-Large Applications on File	Ethel Laczko D-5			
	Chingchia Thomas Tseng D-5			
	Cris Arzate D-5			
	Shirley Curley D-4			
	Chang Lee D-5			
	Lula Eskander D-2			
Golden Age Club	Cynthia Salazar D-3			YES
Assistance League	Joyce McGregor D-4			YES

Attachment No. 2

ARCADIA CITY COUNCIL & BOARDS AND COMMISSIONS ROSTER 240 W. HUNTINGTON DRIVE, ARCADIA, CA 91007

CITY COUNCIL

Regular Meetings – 1st & 3rd Tuesday of each month, Conference Room, 6:00 p.m.; Council Chamber, 7:00 p.m.

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

TERM EXPIRES

November 2024#
November 2026
November 2024
November 2026
November 2026

ARCADIA BEAUTIFUL COMMISSION

Meetings are held as needed at a time and place tbd (Liaison: Kwan)

Barbara Lyle
Ethel Laczko
Burton Brink
Robert Miller
Sheryl Hunter
Gary Brewer
Vivien Watts

6-30-24#
6-30-24#
6-30-25#
6-30-25#
6-30-25#
6-30-27#
6-30-27

ARCADIA MUSEUM COMMISSION

Meetings are held on 1st Wednesday of every other month, Museum Conference Room, 5:00 p.m. (Liaison: Cheng)

Angela Ayala (Filling Unexpired Term)
Billie Tone
Virginia Blitz
Marilyn Daleo
Janalee Shimmin

6-30-24#
6-30-26#
6-30-26#
6-30-26
6-30-26

HUMAN RESOURCES COMMISSION

Regular Meetings – 2nd Thursday of each month, Council Chamber, 5:30 p.m. (Liaison: Cheng)

Michael Rock
Lula Eskander
Tina Rodriguez
Huong Sueyen McMahon
Kaitlyn Jeong

6-30-24#
6-30-24
6-30-25
6-30-26
6-30-27#

LIBRARY BOARD

Regular Meetings – 3rd Thursday of each month, Library Conference Room, 4:30 p.m. (Liaison: Cao)

Elizabeth Renfrew
R Carlton Seaver **RESIGNED 03.26.24**
Miriam Carter
Connie Liao
Pardha Akalamkam

6-30-24#
6-30-25
6-30-26#
6-30-26
6-30-27

PLANNING COMMISSION

Regular Meetings – 2nd & 4th Tuesday of each month, Council Chamber, 7:00 p.m. (Liaison: Kwan)

Vincent Tsoi (Filling Unexpired Term)
Marilynne Wilander
Domenico Tallerico
Angela Hui
David Arvizu

6-30-24#
6-30-26#
6-30-26
6-30-26
6-30-27

Revised 11/22/23

Indicates serving second term

RECREATION AND PARKS COMMISSION**TERM EXPIRES****Regular Meetings – 2nd Wednesday of each month, Recreation Department, 375 Campus Drive, 6:00 p.m. (Liaison: Verlato)**

Roberto Ayala (Filling Unexpired Term)	6-30-24#
Valerie Cheung	6-30-24
Gregory Vanni	6-30-26
Peter Chu	6-30-27#
Sonny Mediana	6-30-27

SENIOR CITIZENS' COMMISSION**Regular Meetings – 1st Thursday of each month, Recreation Department, 375 Campus Drive, 4:00 p.m. (Liaison: Kwan)**

Nilo Salazar – Golden Age Club Appointment	6-30-24#
Donna Salter – At Large Appointment	6-30-24#
Kathrynn Penny – At Large Appointment	6-30-24#
Charlene Martinez – Assistance League	6-30-24#
Robert Bolster – At Large Appointment (Filling Unexpired Term)	6-30-25#
Margaret Swope – Arcadia Senior Friendship Club Appointment	6-30-25#
Joyce Platt – Traveler's Club Appointment	6-30-25
Steve Sherman - Senior Men's Club Appointment	6-30-25

R. CARLTON SEAVER

RECEIVED
CITY OF ARCADIA

MAR 29 2024

CITY MANAGER

March 26, 2024

Hon. April A. Verlato
Mayor
City of Arcadia
PO Box 60021
Arcadia, California 91006

Dear Mayor Verlato:

I hereby resign as a Trustee of the Board of the Arcadia Public Library.

I have been a trustee for only a few years. I was honored then and, since my appointment, I have been confirmed in my prior impression that the Library is a wonderful place. As a trustee, I have been impressed by the administration of the Library and its personnel, particularly Darlene Bradley, its Director, and all of those who report to her and with whom I have dealt. It has been a pleasure to deal with the other Trustees. I believe that the Library is well run and that its numerous programs are particularly beneficial to its younger clientele, which I think should be the specific object of local libraries.

I am resigning because I have found, contrary to what I thought before my appointment, that I have too many other obligations which carry me away from my service on the Board and that I would be remiss if I let those obligations interfere with my attention to the Library.

I thank the Council for the confidence they placed in me when they appointed me.

Very truly yours,



RCS:ede

cc: Ms. Darlene Bradley, Director



ARCADIA BEAUTIFUL COMMISSION APPLICANTS

Citizen Service Resume

FEB 16 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☐ Recreation and Parks Commission
☐ Senior Citizens Commission

NAME Lisa Walton DATE OF BIRTH 01-10-78
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Product Manager

EMPLOYER Bank of America ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 45 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

BS degree in Marketing - Colordao State University
 Certified in Product Management 101

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

PTSA at Arcadia High School

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have been a residence of Arcadia for 45 years and am quite knowlegable on the history of Arcadia (beautiful of homes).

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My goal is to volunteer my time as a commisioner and give back to the community.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

2.15.24

DATE

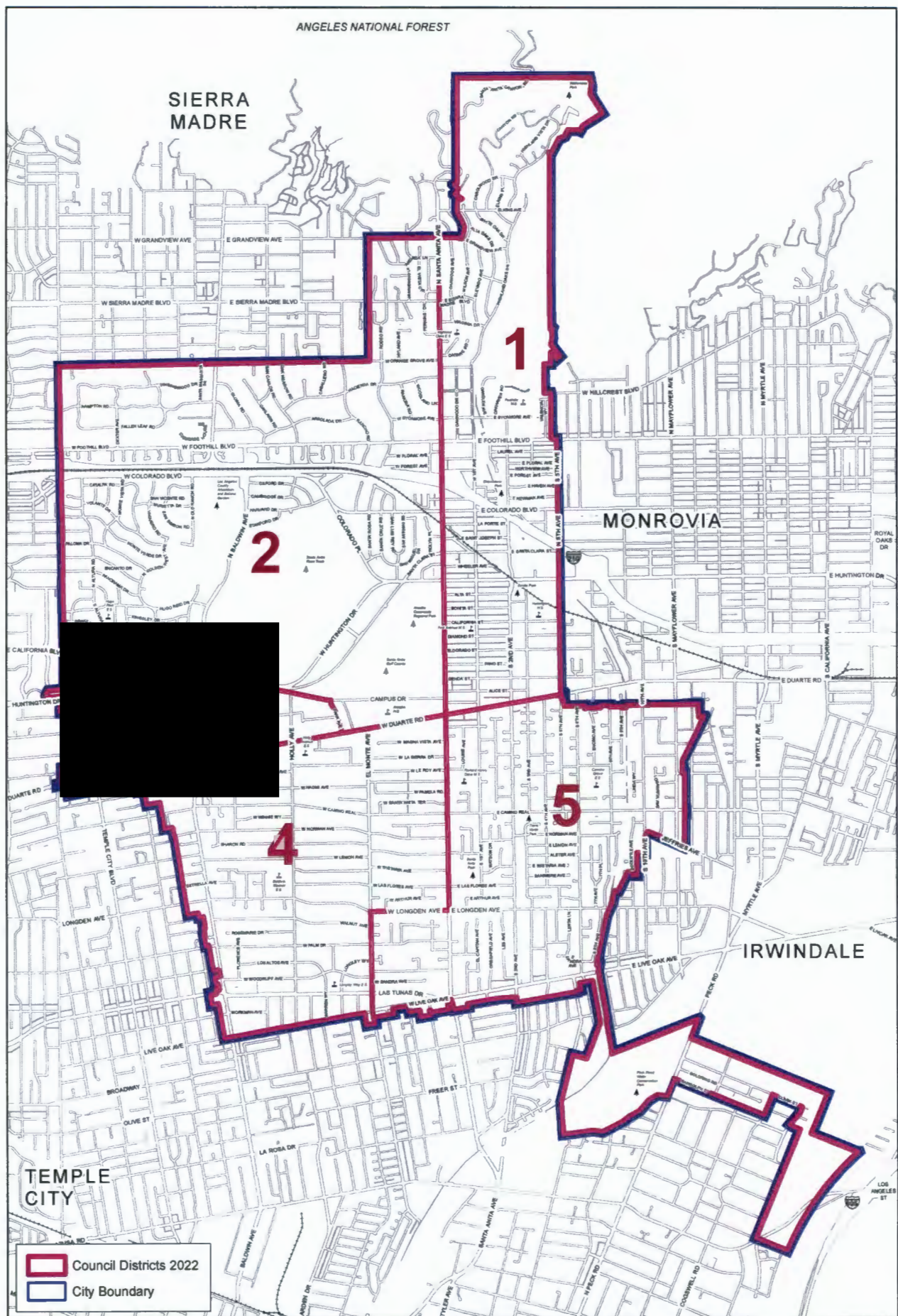
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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA

NAME Malki Daniel DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

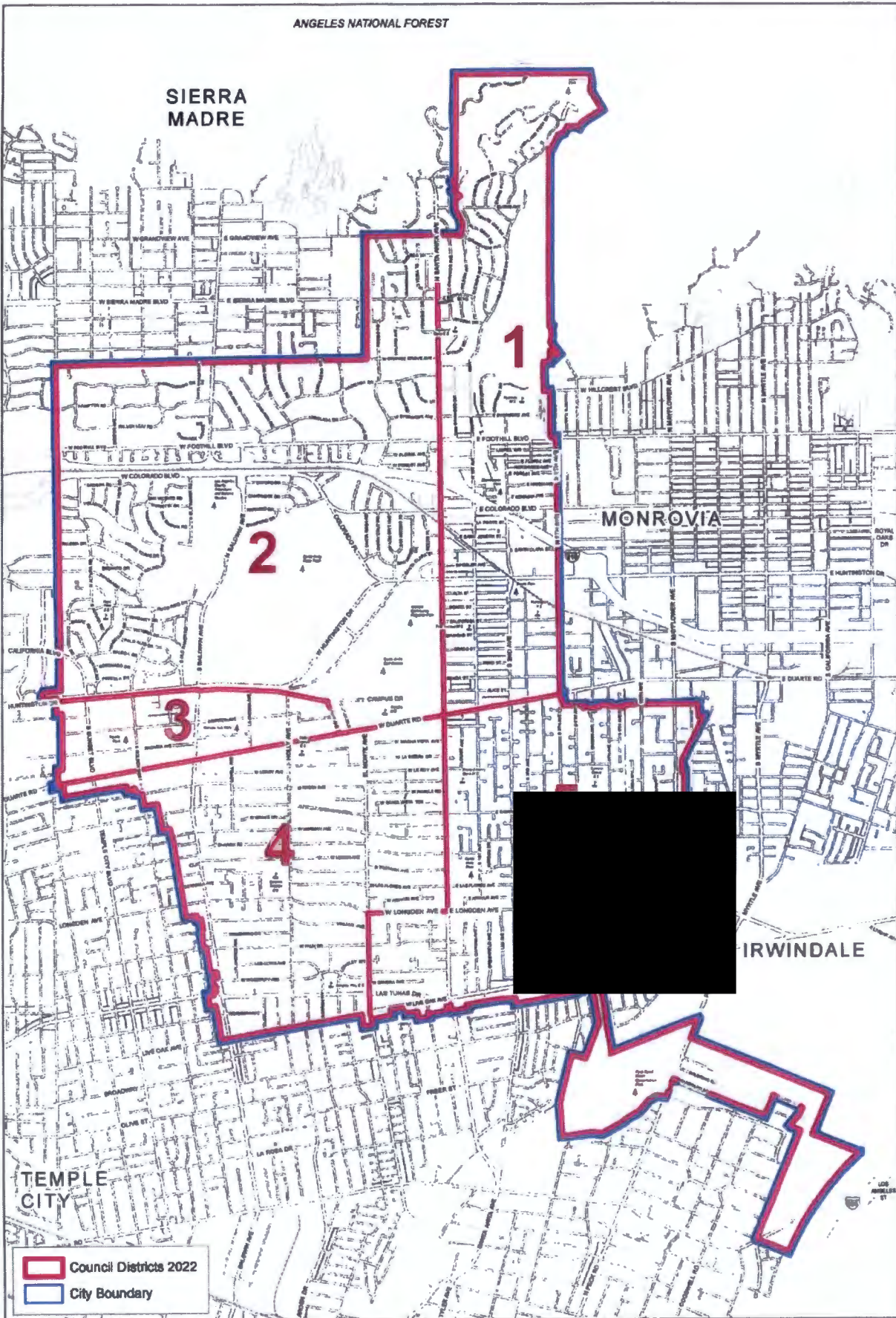
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

RECEIVED

Citizen Service Resume



MAY 14 2024
CITY OF ARCADIA

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- | | |
|---|---|
| ☒ Arcadia Beautiful Commission* | ☒ Planning Commission |
| ☐ Arcadia Museum Commission | ☒ Recreation and Parks Commission |
| ☐ Human Resources Commission | ☐ Senior Citizens Commission |
| ☐ Library Board of Trustees | |

NAME Greg Wang DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] MAIL ADDRESS [REDACTED]

OCCUPATION Attorney

EMPLOYER State of CA, State Comp Ins Fund ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 28 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

UCLA in molecular biology
Whittier Law School
Attorney at law since 2005

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Usher at Holy Angels Catholic Church, Arcadia, 2016 to present.
Pro bono board member at Cardinal Paul Yu-Pin Foundation, Norwalk, CA, a non-profit Catholic assisted living senior facility, 2010 to present.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I pay attention to details. As employed by the State of California, I represented State's interests before judges. I would balance the needs between the City of Arcadia and residents.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Give back to the community. To preserve Arcadia for the next generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

5/9/2024

DATE

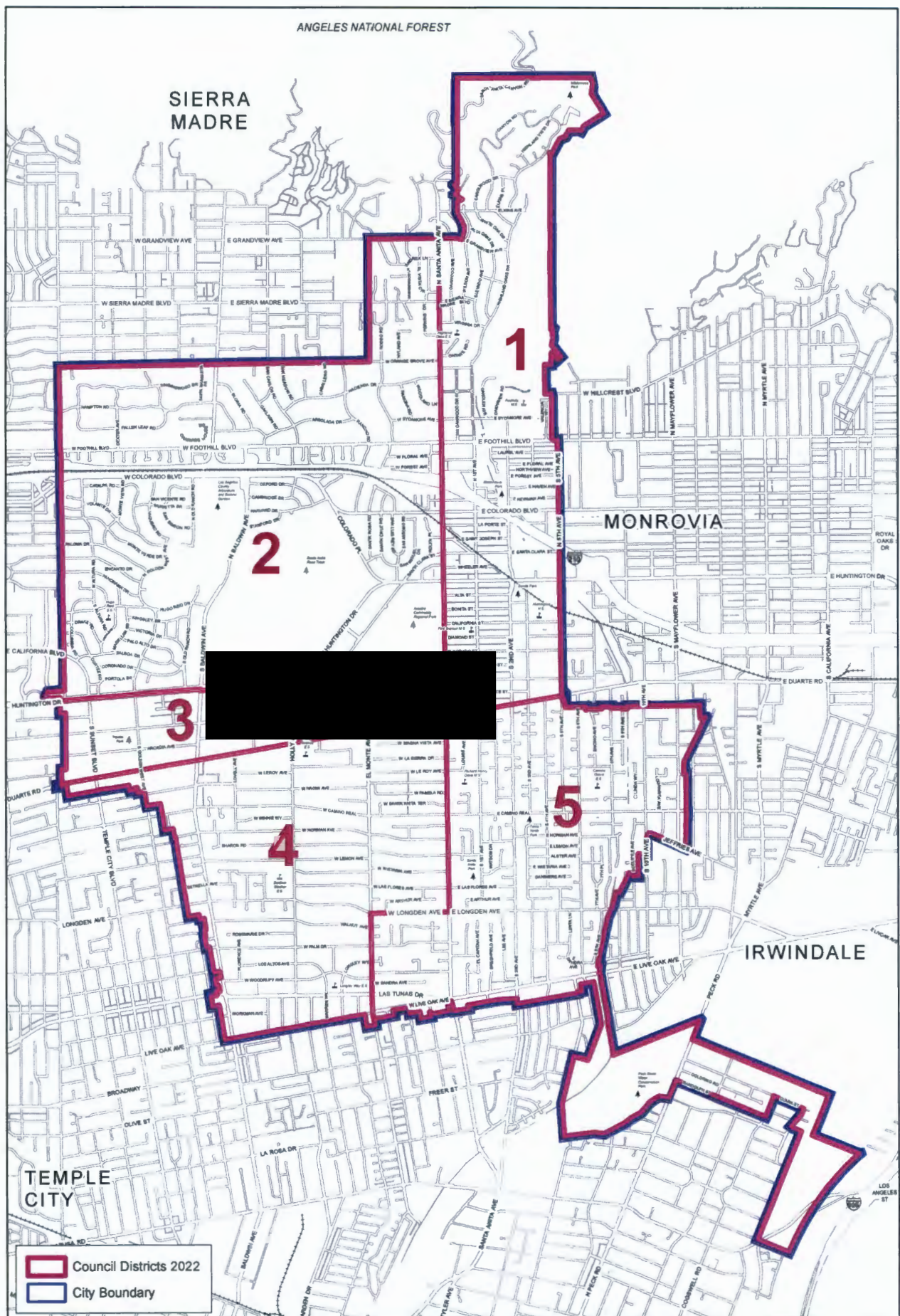
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

ARCADIA MUSEUM COMMISSION APPLICANTS

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 22 2024

CITY OF ARCADIA
CITY CLERK

NAME Angela Ayala Yang DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Museum Professional

EMPLOYER Museum of Contemporary Art ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 4 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Masters of Public Administration, USC Sol Price School of Public Policy, 2020
Bachelors of Arts, Art History, Theory & Criticism, University of California San Diego, 2012

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Arcadia Museum Commission (2021-present)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have worked in museums for the past ten years, including the Los Angeles County Museum of Art (LACMA) and the Museum of Contemporary Art (MOCA) where I currently serve as Director of Philanthropic Partnerships. I am passionate about the role that the Gilb serves as a civic institution.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To support and advise the Gilb staff members and promote the museum within the community.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[REDACTED SIGNATURE]

SIGNATURE

4/19/2024

DATE

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OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Citizen Service Resume

MAR 7 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☒ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☐ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Ethel Laczko DATE OF BIRTH [REDACTED]

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION Teacher

EMPLOYER Retired from Long Beach Unified ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 35 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

- National Board Certified Teacher
- EdM Harvard University -
- Reading and Literacy Certificates
- Perfectly Bilingual - Spanish and English -

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- Board Director, Harvard Club of Southern California
- ABC Commissioner for the City of Arcadia - Vice-Chairperson (10 years of service)
- Executive Director, Global Education Peru - teaching English and Robotics to under-resourced students in Peru

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Teaching for over 30 years elementary, high school and college has given me the skills to deal with people and students of all ages.

As a "Master Teacher," I am very skilled in best practices in the educational field.

I am a long learner and passionate about "quality and accessible education".

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Educate the public at large, be transparent and be effective.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

March 6, 2024

DATE

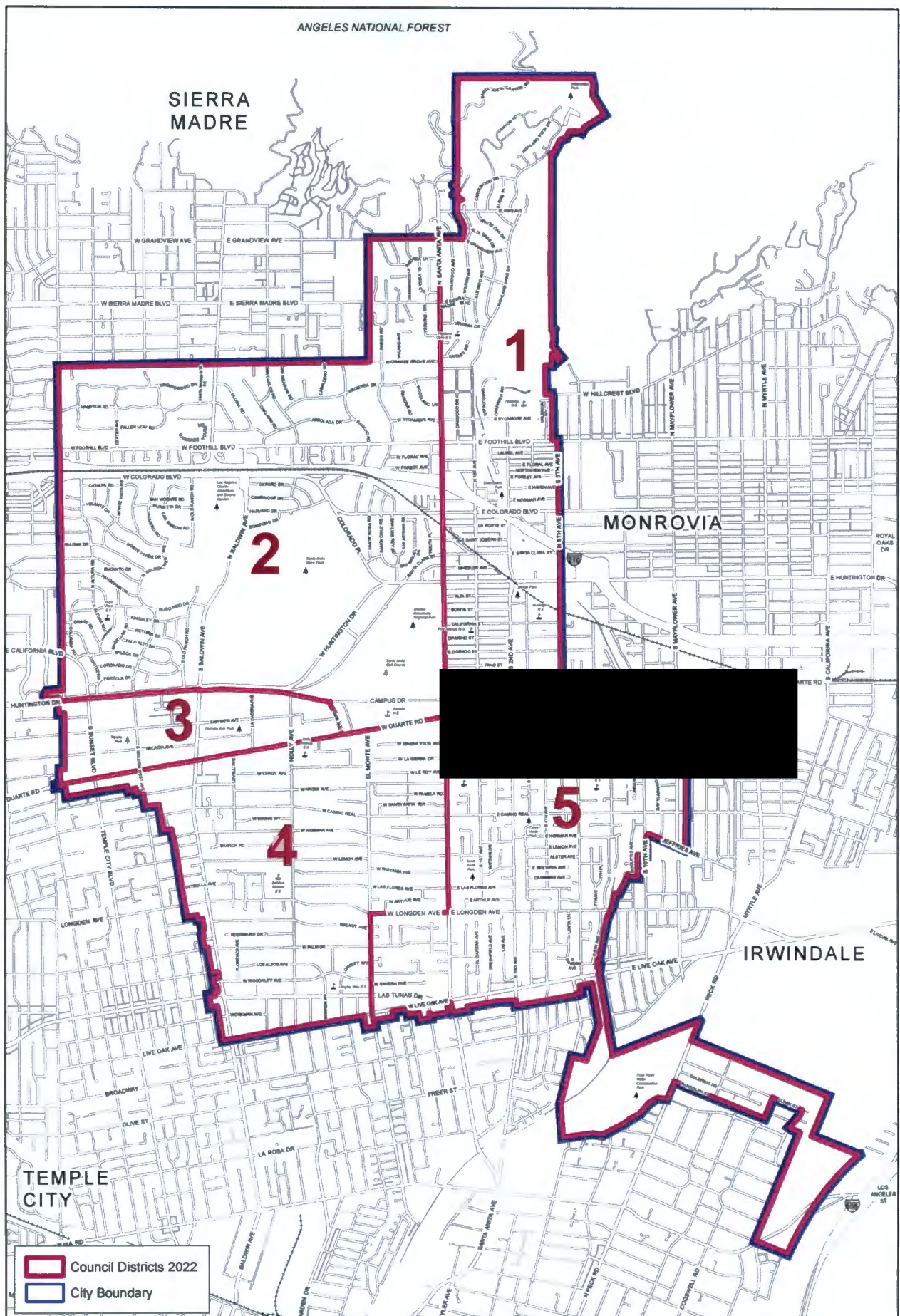
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

APR 30 2024

- ☐ Arcadia Beautiful Commission*
☒ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☐ Recreation and Parks Commission
☐ Senior Citizens Commission

NAME Edwin Schmitt DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Senior Regulatory Analyst

EMPLOYER California Public Utilities Commission ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 2 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Ph.D. 2017 Anthropology The Chinese University of Hong Kong
M.A. 2011 Applied Anthropology Oregon State University
B.S. 2006 Economics University of Washington
B.A. 2006 Chinese Language and Literature University of Washington

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

National Academy of Science Engineering and Medicine, Resilient America Roundtable

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Part of my background as an anthropologist included a training in cultural heritage management. For two years, I also worked as an archivist at the Sichuan University Museum in Chengdu, China as part of research program with the University of Washington. More recently I worked for the Norwegian Institute for Cultural Heritage Research where I managed multiple research portfolios on contentious heritage, the memorialization of pandemics, national park management and industrial heritage in the US, Norway and China.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- The goals of the Arcadia Museum Commission are to
1. advise the Gilb Museum as they decided how to design interactive and educational exhibits and activities for visitors and residents of Arcadia,
 2. advise the Gilb Museum on any use of public funds to purchase new collections
 3. help the Gilb Museum and the City of Arcadia promote any activities or events that celebrates the history of Arcadia

4. ensure that the Gilb Museum and the City of Arcadia promotes an inclusive and positive environment for visitors and city residents to learn about the history of Arcadia

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[REDACTED SIGNATURE]

SIGNATURE

4/29/2024

DATE

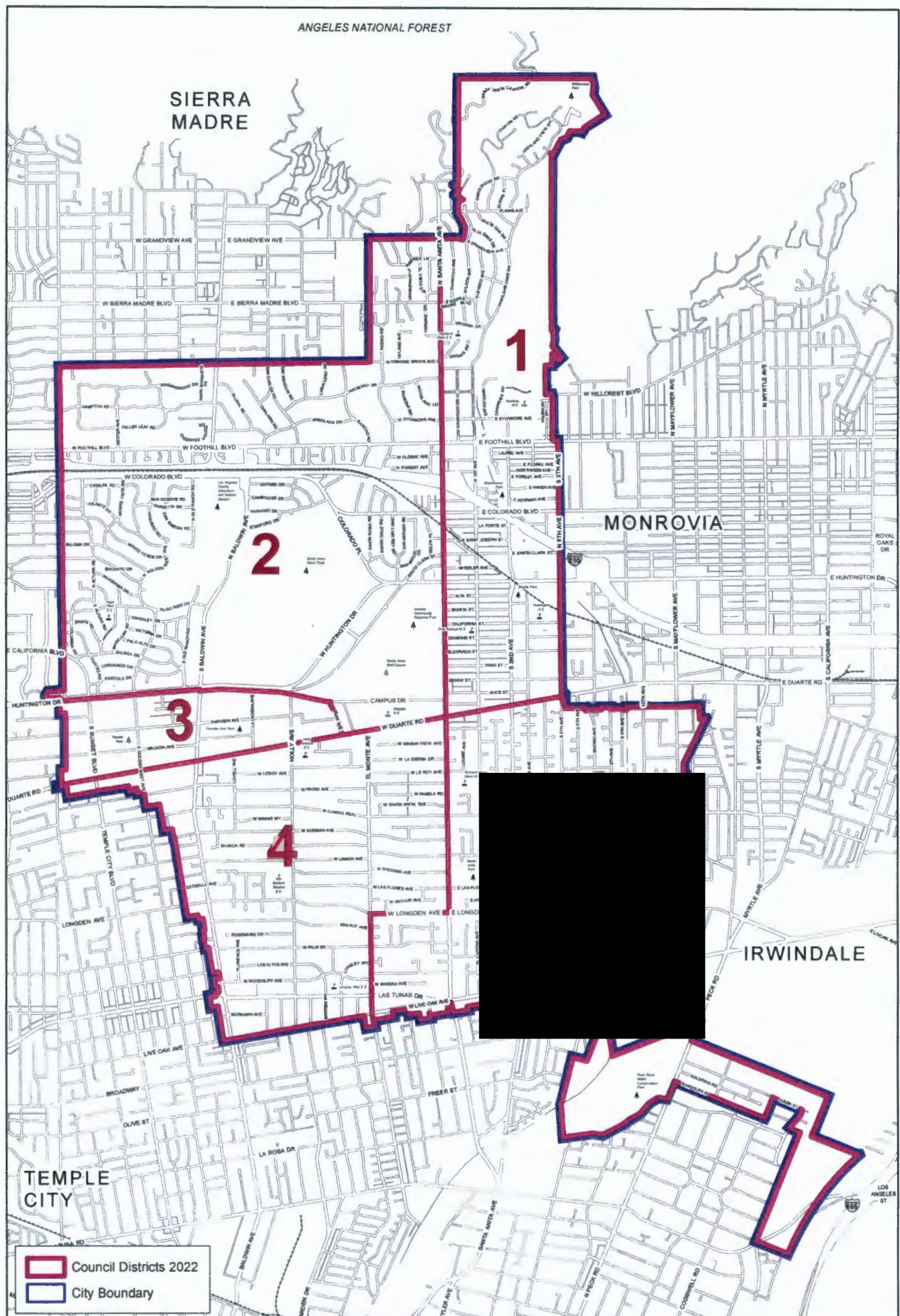
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

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ARCADIA

Citizen Service Resume

MAY 16 2021

CITY OF ARCADIA
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME MATTHEW GOLDSBY DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Supervising Administrative Law Judge

EMPLOYER Office of Administrative Hearings, State of California ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 4 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

JD, Southwestern University School of Law
LL.M., Taxation, New York University School of Law
BA, Theater Arts, University of California, Los Angeles

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Current president, 56 East Duarte Homeowners Association
Former chair of Board of Directors, Antaeus Theatre Company (Glendale)
Former president, Alliance Francaise de Pasadena (Pasadena)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have been active in arts organizations throughout my life.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I know very little about the commission's actual agenda or activities. I hope to learn more about the museum's activities and assist in the direction of the museum's events and programming.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

5/12/2024
DATE

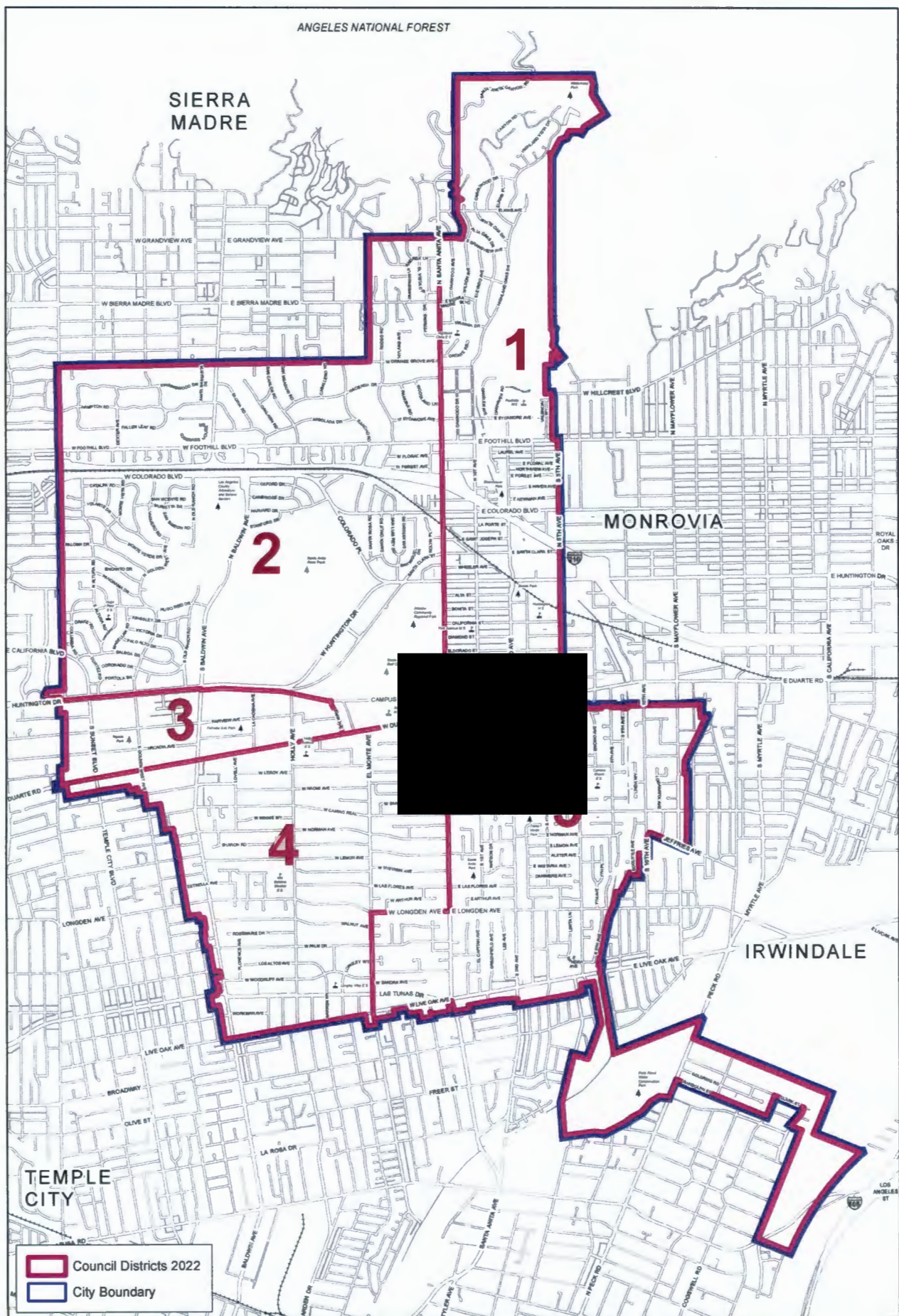
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Council District

City of Arcadia, California

Citizen Service Resume

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APR 8 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chang Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

ELIGIBILITY ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] ADDRESS [REDACTED]

OCCUPATION General Contractor

EMPLOYER CLEW Development, LLC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 mos ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

EDUCATION (Include professional or vocational licenses or certificates)

General Engineering, Northrop Institute of Technology
BS Chemical Engineering, Univ of So Cal
Exec MBA, Hankuk Univ of Foreign Studies
General Contractor, CA Lic No B590162

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Glendale: Planning Commissioner, 2009 - Present; CDBG Commission, 2007-2009
City of Glendale, Korea Glendale Sister City Association, President, 2010 - Present
Korean American Chamber of Commerce, LA
- Chairman, 2021-2022 & 2006-2007; President, 2007-2008

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Facilities Project Manager, Boeing Aerospace, 1987 - 1990
General Contractor, Cytydel Development and CLEW Development, 1989 to Present
Construction Project Management Advisor, Edgemine Warehouse Project in LA, 2023 - Present
Construction Chief Advisor, Bandodela Corp, 2022 - Present

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To accurately understand, interpret, and implement policies related to the land use objectives of Arcadia to create great places to live, work and play. Commissioners' goals should include sustainable development approach while preserving the integrity of the residential neighborhoods by reviewing and recommending the responsible housing and transportation elements to city council

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSIONER APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

April 8, 2024

DATE

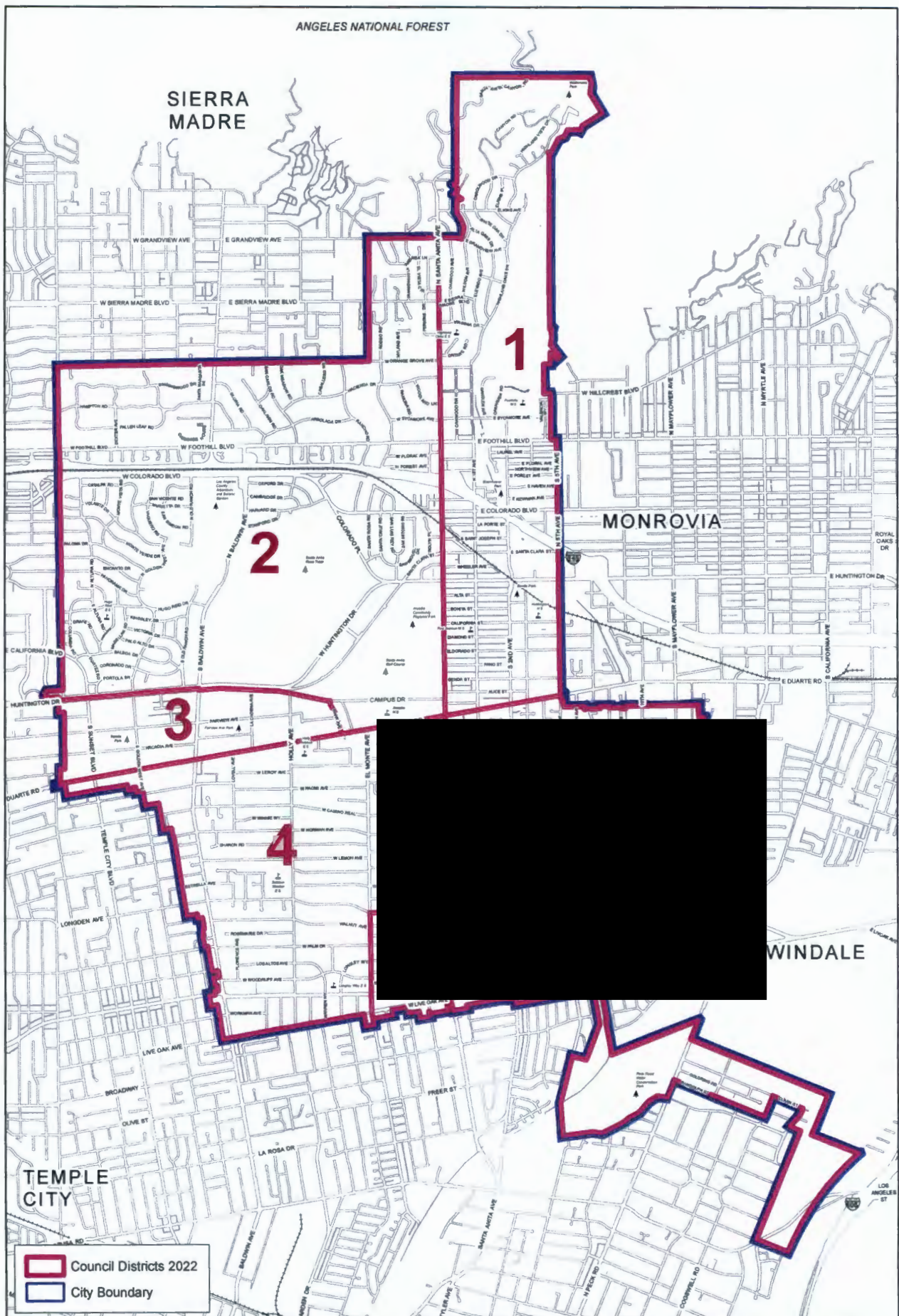
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Email us at CityClerk@arcadia-ca.gov

Questions? Please contact us at (626) 574-5455



HUMAN RESOURCES COMMISSION APPLICANTS

Citizen Service Resume

MAY 16 2024



CITY OF ARCADIA

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☒ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☒ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Lula Eskander DATE OF BIRTH [REDACTED]

FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Senior Manager

EMPLOYER Housing Authority City of LA ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 21 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Medical Doctor M.B.BCH
Nan MaKay Housing Manager

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Served as HR Commissioner for the past 4 years.
Served as CHPs-M union secretary for 15 years and President for 10 years.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Currently working as Senior Manager for homeless subsidy program in City of Los Angeles.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I will serve diligently City of Arcadia implementing its Rules and Regulation fairly, legitimately, properly, and honestly.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

05/16/2024

DATE

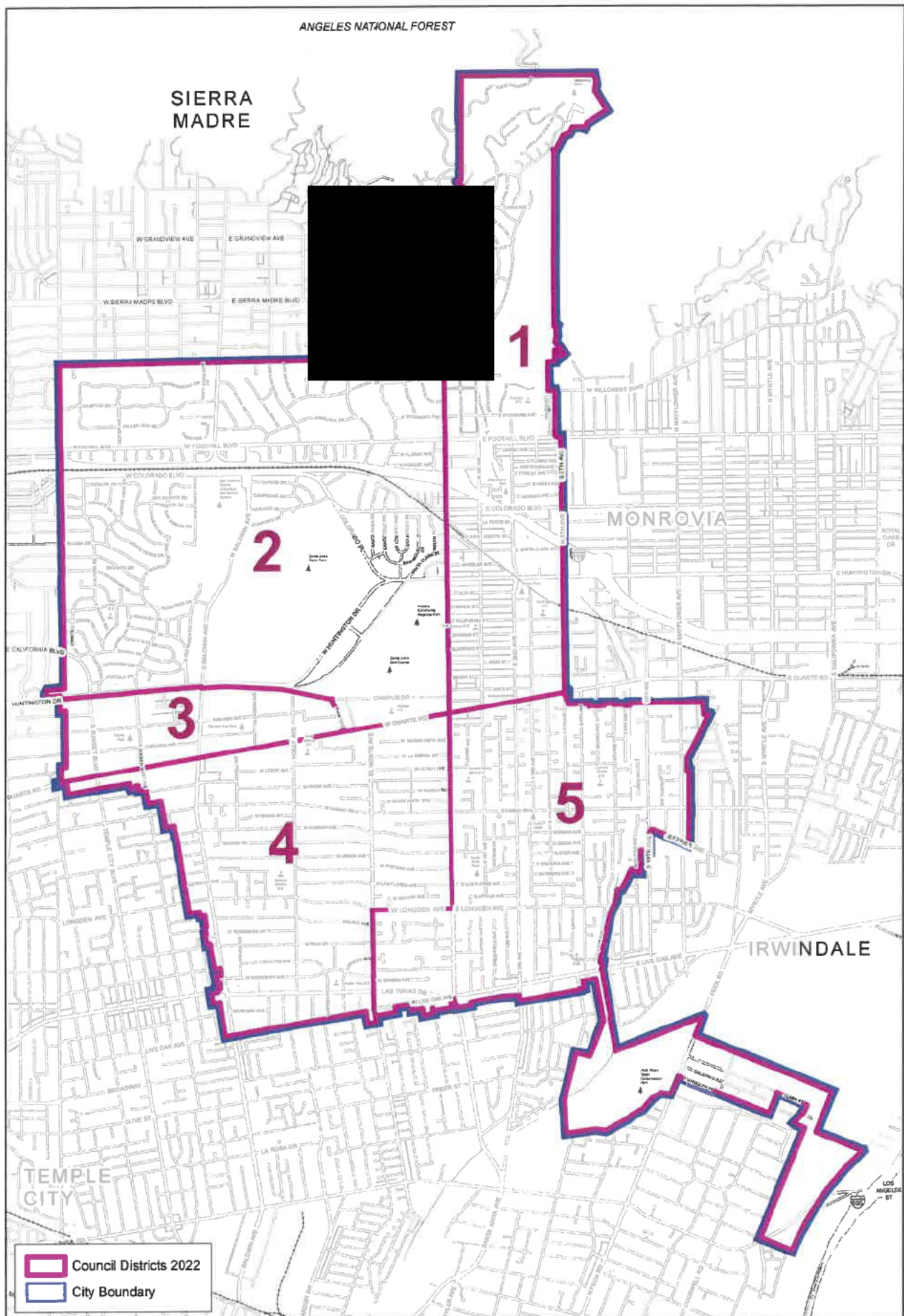
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Council District **City of Arcadia, California**

Citizen Service Resume



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- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA

NAME Malki Daniel DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

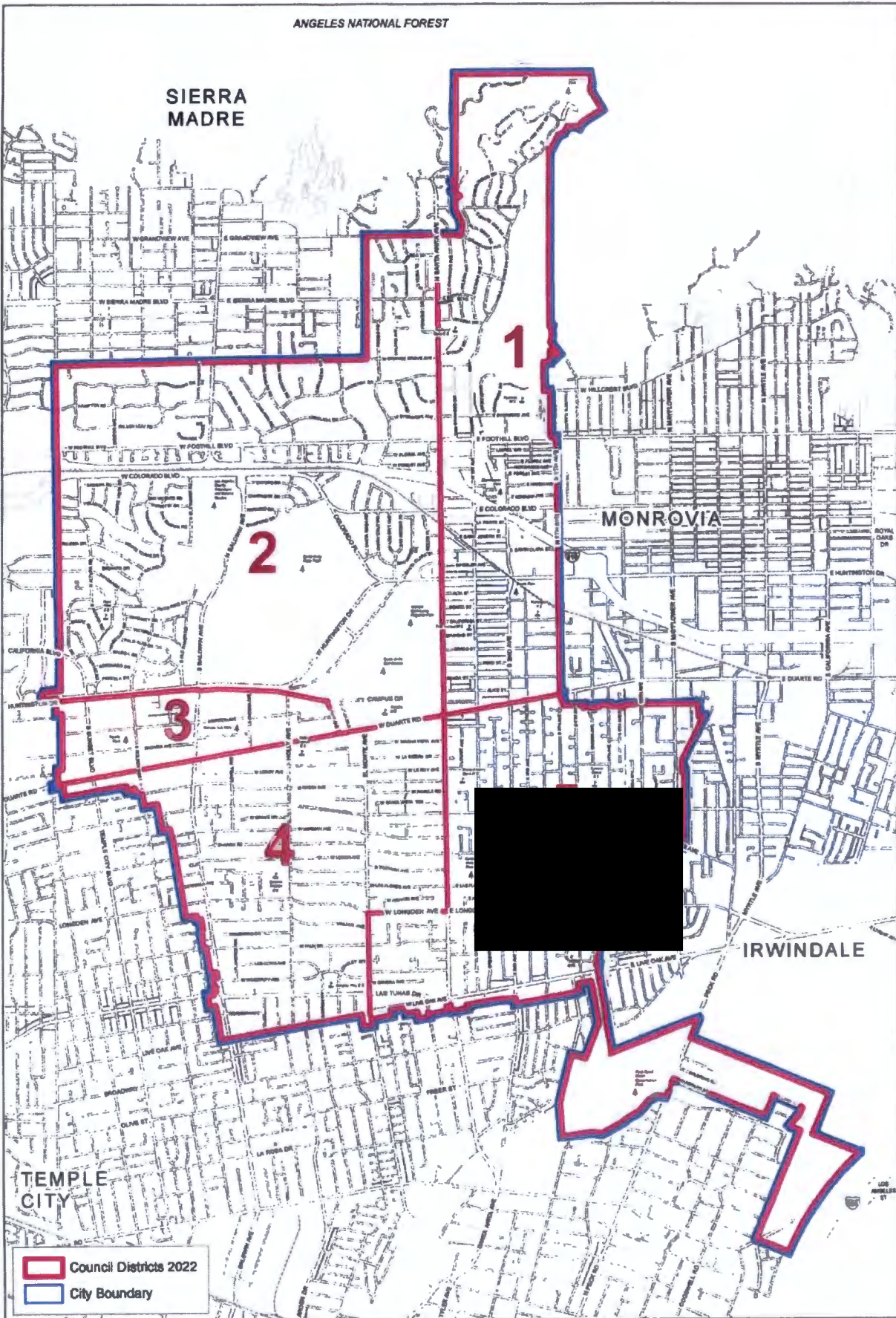
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Council District

City of Arcadia, California

0 0.5 Miles
Data Sources: City of Arcadia, 2022

Citizen Service Resume

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APR 8 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chang Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

ELIGIBILITY ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] ADDRESS [REDACTED]

OCCUPATION General Contractor

EMPLOYER CLEW Development, LLC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 mos ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

EDUCATION (Include professional or vocational licenses or certificates)

General Engineering, Northrop Institute of Technology
BS Chemical Engineering, Univ of So Cal
Exec MBA, Hankuk Univ of Foreign Studies
General Contractor, CA Lic No B590162

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Glendale: Planning Commissioner, 2009 - Present; CDBG Commission, 2007-2009
City of Glendale, Korea Glendale Sister City Association, President, 2010 - Present
Korean American Chamber of Commerce, LA
- Chairman, 2021-2022 & 2006-2007; President, 2007-2008

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Facilities Project Manager, Boeing Aerospace, 1987 - 1990
General Contractor, Cytydel Development and CLEW Development, 1989 to Present
Construction Project Management Advisor, Edgemine Warehouse Project in LA, 2023 - Present
Construction Chief Advisor, Bandodela Corp, 2022 - Present

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To accurately understand, interpret, and implement policies related to the land use objectives of Arcadia to create great places to live, work and play. Commissioners' goals should include sustainable development approach while preserving the integrity of the residential neighborhoods by reviewing and recommending the responsible housing and transportation elements to city council

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSIONER APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THE TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

April 8, 2024

DATE

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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@arcadia-ca.gov

Questions? Please contact us at (626) 574-5455



LIBRARY BOARD APPLICANTS

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA

NAME Malki Daniel DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

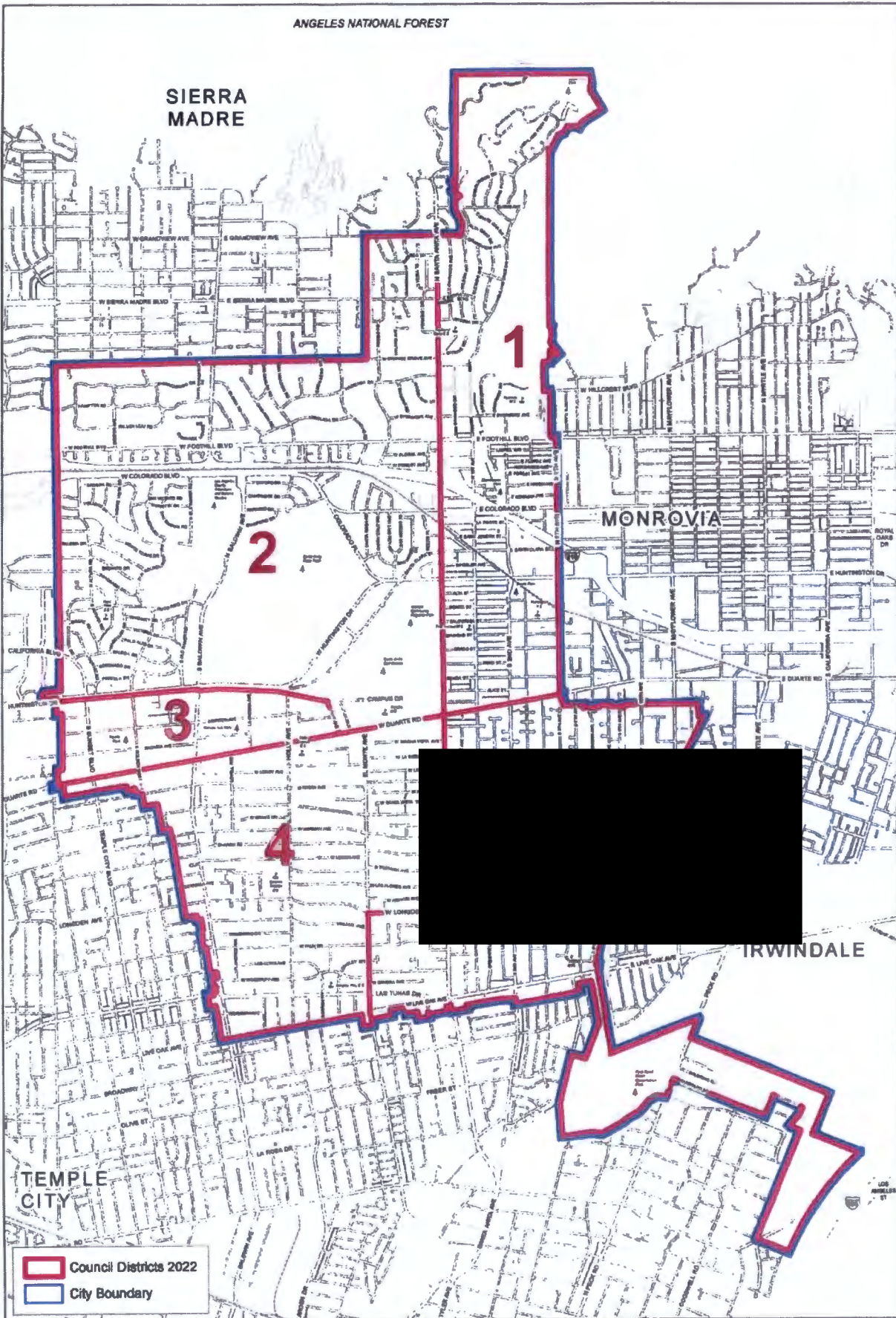
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California





Citizen Service Resume

APR 29 2024

CITY OF ARCADIA
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- | | |
|---|--|
| ☐ Arcadia Beautiful Commission* | ☐ Planning Commission |
| ☐ Arcadia Museum Commission | ☐ Recreation and Parks Commission |
| ☐ Human Resources Commission | ☐ Senior Citizens Commission |
| ☒ Library Board of Trustees | |

NAME Hsiuchen Chen DATE OF BIRTH [REDACTED]

FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☒ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION scientist

EMPLOYER California Institute of Technology ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 24 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

AB in Molecular Biology, Princeton University '92
PhD in Genetics, Harvard University '00
Postdoctoral training, California Institute of Technology (Caltech)

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Please see attached sheet

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Please see attached sheet

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Please see attached sheet

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

4/27/24

DATE

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Questions? Please contact us at (626) 574-5455

Citizen Service Resume (addendum)

Community Involvement

Volunteer in children's room at library - October 2023 – present

- Weekly - compile statistics, evaluate donated Mandarin books, help in various projects
- Monthly - co-host English/Mandarin bilingual story time
- Sporadically - participate in special events such as Halloween, Lunar New Year, Spyology

AEF (Arcadia Educational Foundation) – 2010-2016

- Treasurer/executive committee – 2013-2016
- Mini-grant chairperson 2012-2016
- Established Amazon Affiliates/Smile account
- Served on committee to establish endowment

SSLT (school site leadership team) at Arcadia High School – 2016-2023

- Chairperson 2018-2023

SSC (school site council) at First Avenue Middle School - 2013-2016

SSC at Baldwin Stocker Elementary School – 2008-2016

AUSD (Arcadia Unified School District)

- served on various district-wide committees such as LCAP (Local Control and Accountability Plan); interview committees for assistant superintendent, AHS principal, and multiple AHS assistant principals

Organized First Avenue Spartan Day (student registration) – 2015-2019

Organized Apache Invitational (largest cross country meet at AHS) – 2017-2020

AHS Grad Night co-chair – 2019-2020

Room parent in 1-2 rooms every year at Baldwin Stocker – 2007-2016

Helped out at countless PTSA events over the years

Background/training/interests

As can be seen by my community involvement, I have a lot of experience in leadership positions. I am used to working with diverse groups of people, appreciating various viewpoints, seeking consensus, making decisions, and getting things done.

Specifically, as treasurer of AEF, I wrote the million dollar plus budget each year. Similarly, I organized large events such as Grad Night and the Apache Invitational, both of which required

planning detailed budgets and then carrying out the associated fundraising required by non-profit groups.

During my time on AHS SSLT, we created a consensus decision making procedure, instituted a dramatic schedule change at the school, and responded with rapid and multiple changes during the COVID-19 pandemic. This gave me experience dealing with crises and reaching compromises so that concrete progress could be made.

My career as a scientist makes me very detail- and data-oriented. I am a fast learner. I enter new situations/committees as an observer and helper so that I can learn as much about the organization as possible. After I understand how things operate, I am willing to make suggestions about possible improvements if warranted.

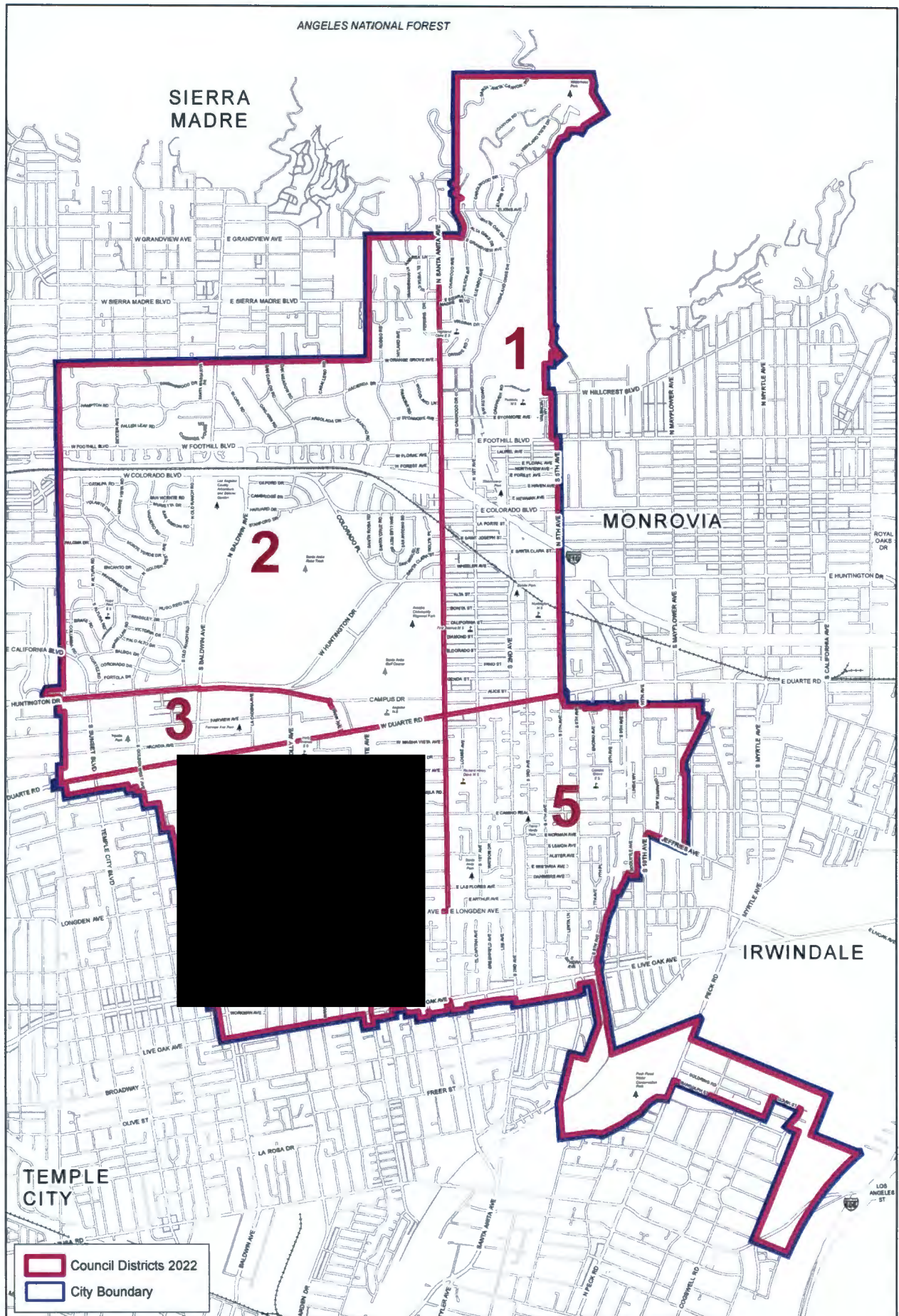
Ethnically, I am Chinese American, meaning I was brought up in a Chinese household in an area of the US that was predominantly (>95%) White, and therefore I feel close ties to both communities. I believe that is useful in Arcadia. In terms of my Chinese background, my father is originally from Northern China and mother from Taiwan. My husband's family is from Guangdong, and he was born in Hong Kong. Therefore, I do not represent any one entity but do believe I can understand varying viewpoints and cultural differences. I do not know if that would be important on the library board, but it did allow me to make connections with people of different backgrounds at the Arcadia schools.

Maybe most importantly, I love books and reading and truly believe that public libraries are one of the greatest institutions which exist! My current volunteer work in the Arcadia Library has been among the most satisfying community activities in my 20+ years in Arcadia. I value the opportunity to give back to this institution, where my two children spent so much time learning the pleasures of reading.

Objectives/Goals

First and foremost, I believe the primary goal of a library should be to provide reading materials and to promote the love of reading. In addition, modern day libraries are hubs for information regarding a myriad of topics – from scholarly research to social services to community events or educational opportunities. Tangible support for the community is another important aspect, such as provision of computers, printers and Wi-fi hot spots. Another key function of present-day libraries is enabling social interactions among the community through activities such as story times, English conversation groups, and movie nights.

My belief is that Arcadia Public Library fulfills all these goals quite admirably. I think that the role of the Board is to help support these projects and the librarians who institute them while making certain that the financials are all in order.



5/16



Citizen Service Resume

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☒ Library Board of Trustees
- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

RECEIVED
CITY OF ARCADIA
MAY 15 2024

CITY MANAGER

NAME Barbara Delphay DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☒ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] MAIL ADDRESS [REDACTED]

OCCUPATION part-time office clerk

EMPLOYER Holy Angels Church ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? ~36yrs. ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

- PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

B.A. degree

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- Longtime member + leader in Friends of Arcadia group, ie President, Secretary, Publicity
- Library Board Trustee for 8 years

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have worked + volunteered in libraries since high school. Interest in issues facing libraries means thoughtful assessment of immediate + long-term effects

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Continue to serve needs of citizens by insuring library's programs + services are relevant, modern + accessible

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE

5-15-2024
DATE

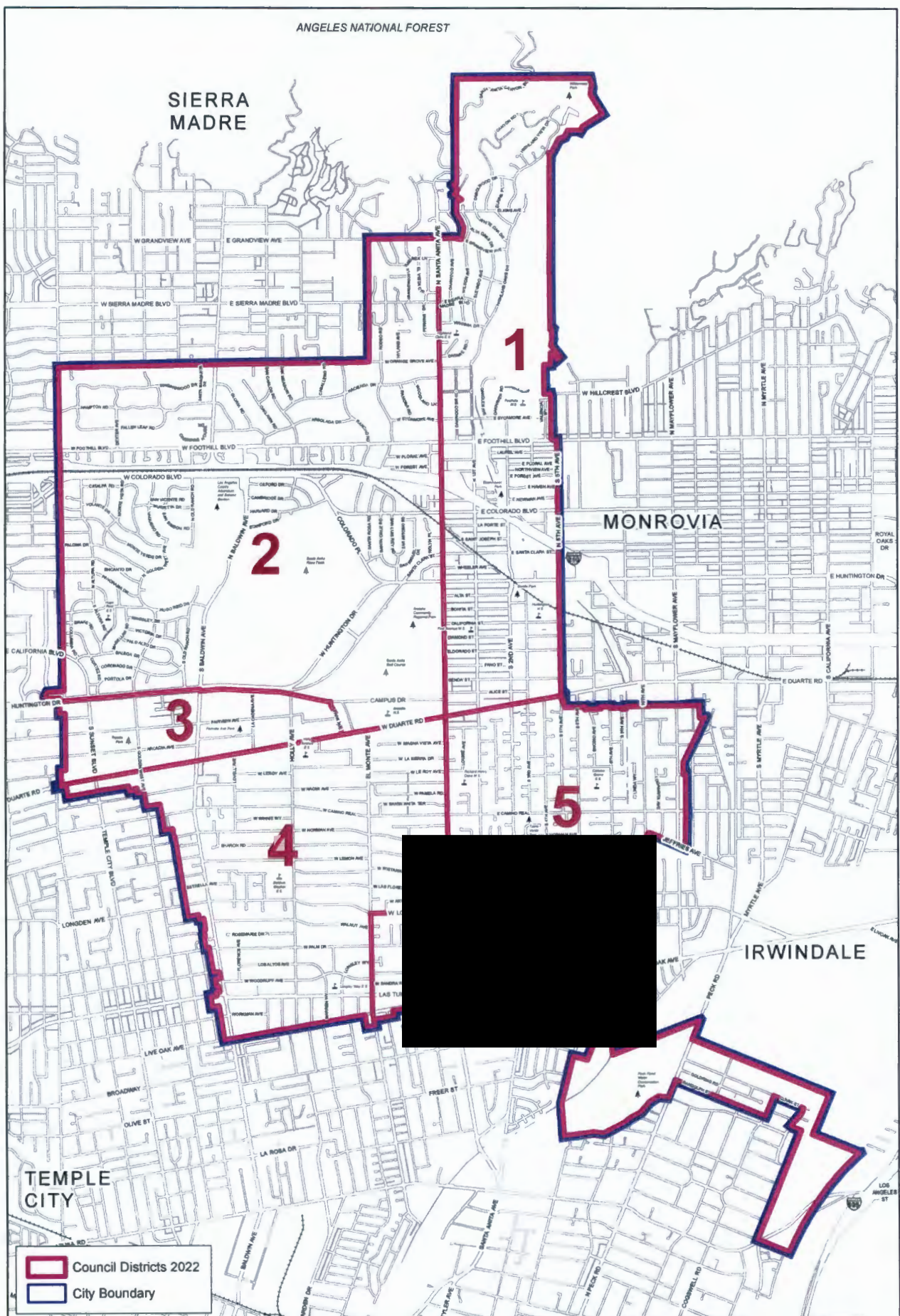
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Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

Citizen Service Resume

RECEIVED



APR 8 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chang Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

ELIGIBILITY ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] ADDRESS [REDACTED]

OCCUPATION General Contractor

EMPLOYER CLEW Development, LLC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 mos ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

EDUCATION (Include professional or vocational licenses or certificates)

General Engineering, Northrop Institute of Technology
BS Chemical Engineering, Univ of So Cal
Exec MBA, Hankuk Univ of Foreign Studies
General Contractor, CA Lic No B590162

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Glendale: Planning Commissioner, 2009 - Present; CDBG Commission, 2007-2009
City of Glendale, Korea Glendale Sister City Association, President, 2010 - Present
Korean American Chamber of Commerce, LA
- Chairman, 2021-2022 & 2006-2007; President, 2007-2008

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Facilities Project Manager, Boeing Aerospace, 1987 - 1990
General Contractor, Cytydel Development and CLEW Development, 1989 to Present
Construction Project Management Advisor, Edgemine Warehouse Project in LA, 2023 - Present
Construction Chief Advisor, Bandodela Corp, 2022 - Present

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To accurately understand, interpret, and implement policies related to the land use objectives of Arcadia to create great places to live, work and play. Commissioners' goals should include sustainable development approach while preserving the integrity of the residential neighborhoods by reviewing and recommending the responsible housing and transportation elements to city council

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

April 8, 2024

DATE

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OR

Email us at CityClerk@arcadia-ca.gov

Questions? Please contact us at (626) 574-5455



PLANNING COMMISSION APPLICANTS

Citizen Service Resume



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- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2024

CITY OF ARCADIA

NAME Vincent Tsoi DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Architect

EMPLOYER SLS Design Inc. ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 30 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Bachelor of Architecture, University of Arizona
Licensed Architect, State of California

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Current Arcadia Planning Commission Chair Person

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

32 years as an licensed Architect in the State of California.
Business established for 30 years.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To evaluate each and every application to the Planning Commission with objective viewpoints and make decisions balancing between an applicant's interest and the community's impact/benefit.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

April 24, 2024

DATE

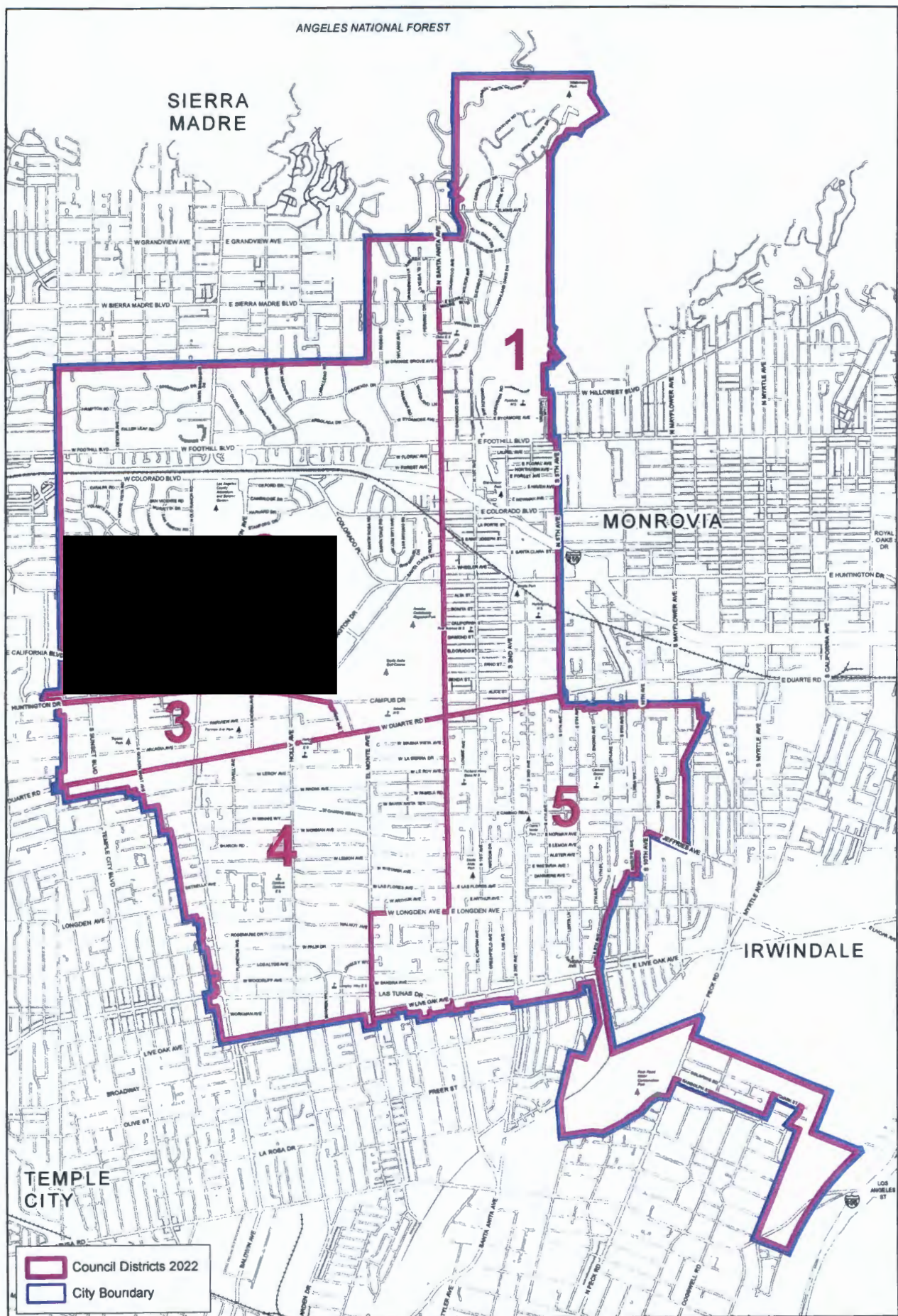
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

APR 8 2024

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Ashish Guha DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION CEO - Plan 20/20 Consulting Inc.

EMPLOYER Self ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 8 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

B.Arch
MS in Construction Mgmt.
MBA in Project Management and Operations

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Would like to serve in the Planning Commission.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

24 years of experience in Construction Mgmt. with expertise in State and Federal Laws.
Expert in implementing Energy Efficient techniques in Capital Projects.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- * Serve the community
- * Remove outdated regulations
- * Encourage balanced growth
- * Preserve the character of residential neighborhoods

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. *ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?*

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

04.04.24

DATE

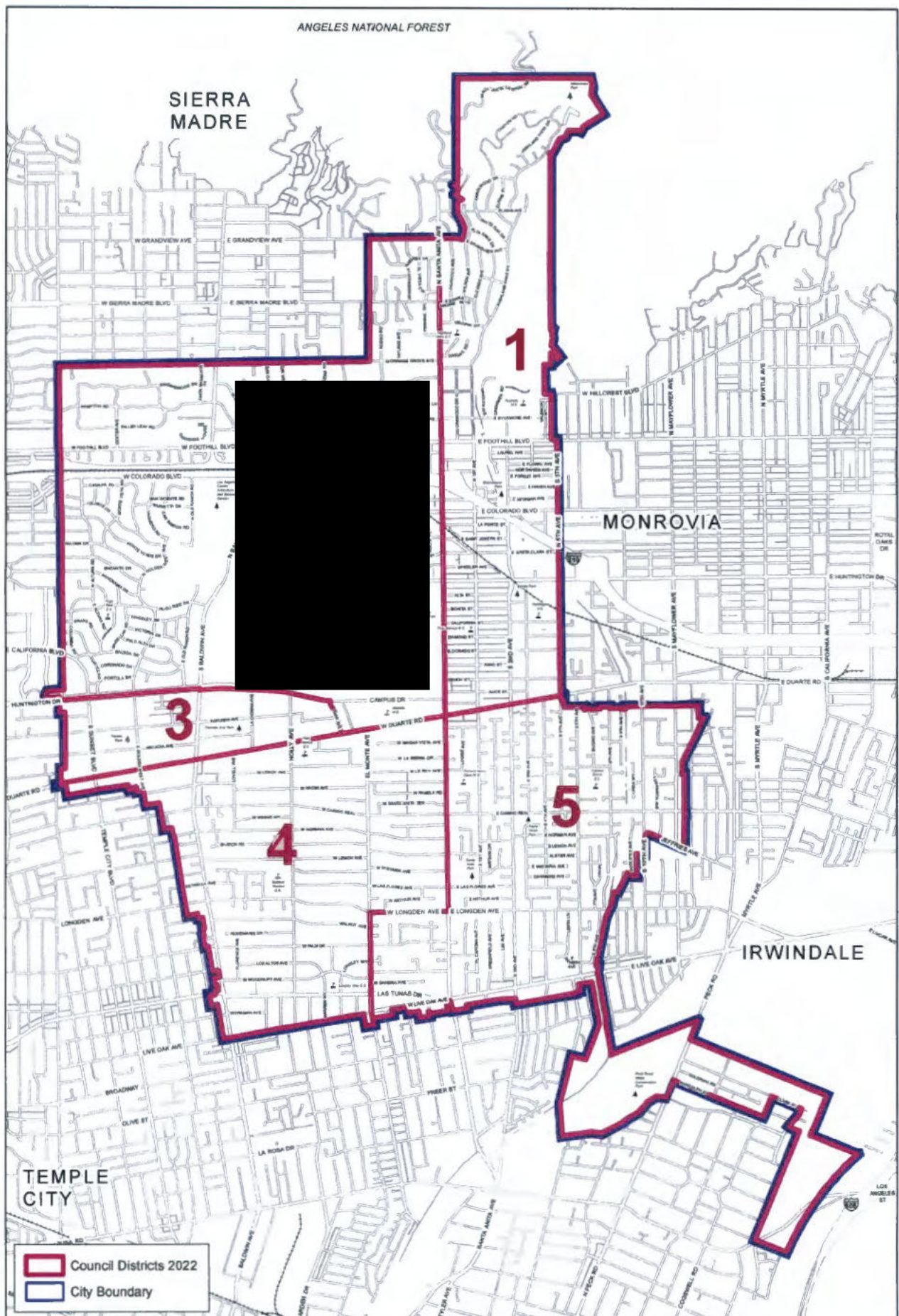
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Questions? Please contact us at (626) 574-5455



Citizen Service Resume

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APR 8 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chang Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

ELIGIBILITY ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] ADDRESS [REDACTED]

OCCUPATION General Contractor

EMPLOYER CLEW Development, LLC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 mos ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

QUESTIONS BELOW, YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

General Engineering, Northrop Institute of Technology
BS Chemical Engineering, Univ of So Cal
Exec MBA, Hankuk Univ of Foreign Studies
General Contractor, CA Lic No B590162

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Glendale: Planning Commissioner, 2009 - Present; CDBG Commission, 2007-2009
City of Glendale, Korea Glendale Sister City Association, President, 2010 - Present
Korean American Chamber of Commerce, LA
- Chairman, 2021-2022 & 2006-2007; President, 2007-2008

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Facilities Project Manager, Boeing Aerospace, 1987 - 1990
General Contractor, Cytydel Development and CLEW Development, 1989 to Present
Construction Project Management Advisor, Edgemine Warehouse Project in LA, 2023 - Present
Construction Chief Advisor, Bandodela Corp, 2022 - Present

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To accurately understand, interpret, and implement policies related to the land use objectives of Arcadia to create great places to live, work and play. Commissioners' goals should include sustainable development approach while preserving the integrity of the residential neighborhoods by reviewing and recommending the responsible housing and transportation elements to city council

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSIONER APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

April 8, 2024

DATE

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Citizen Service Resume



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PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA

NAME Malki Daniel DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

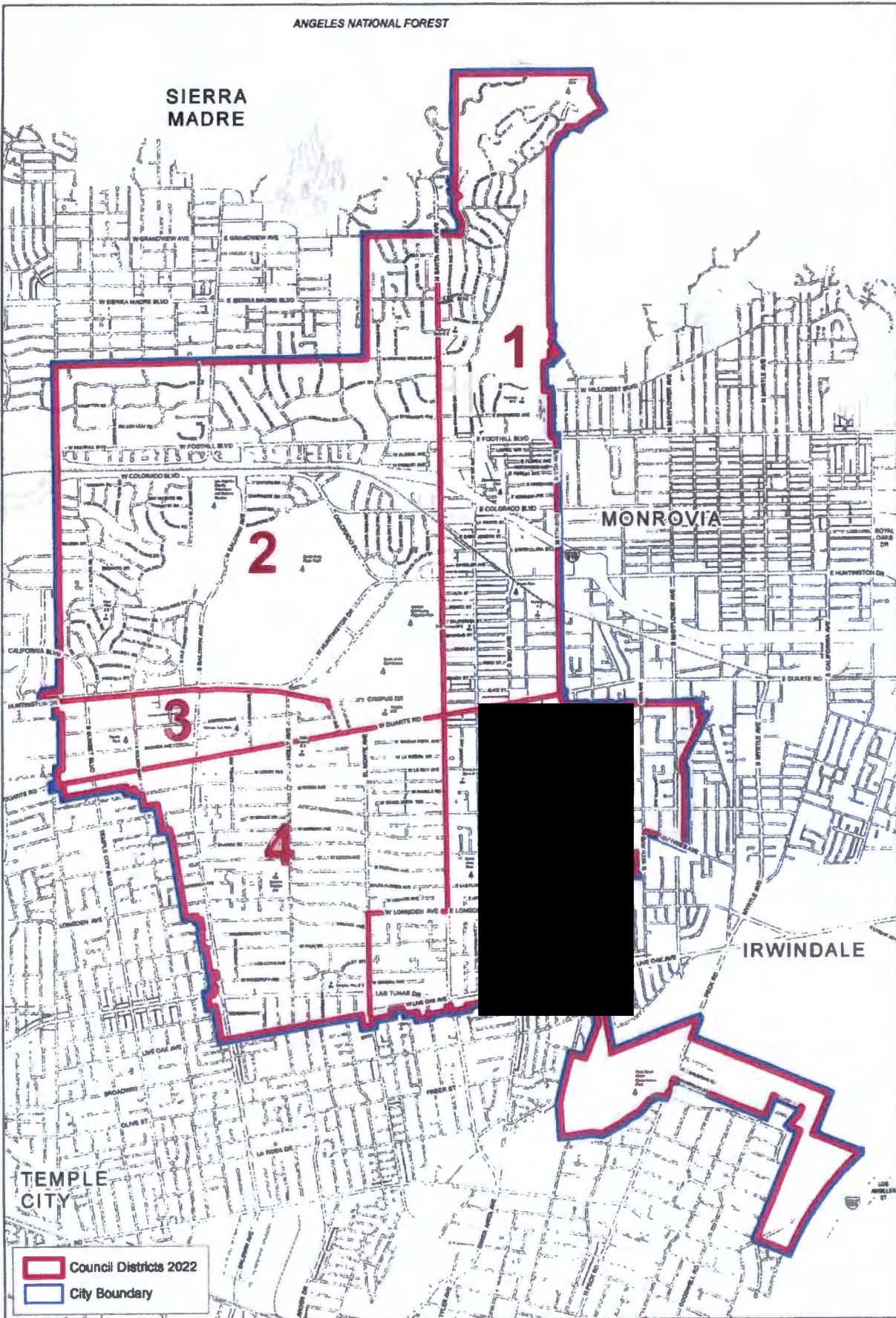
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Council District **City of Arcadia, California**

Citizen Service Resume

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APR 22 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chingchia Thomas Tseng DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION Management

EMPLOYER Southern California Edison ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 18 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

MS, Univ. of Florida. Certified Energy Manager (CEM)
BS. Tatung University. ETP
Professional Engineer, CA, AZ.

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Engineer without border, USA. ACBC: ARCADIA Chinese Baptist Church
IEEE. Institute of Electrical and Electronics Engineers HR Commission, City of ARCADIA,
ASME. American Society of Mechanical Engineers 2020.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have extensive public works and community development experience and serve multiple roles in the past to support those experiences.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

No.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

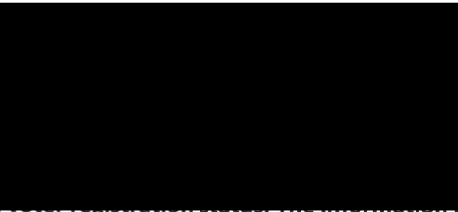
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☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



4/22/2024
DATE

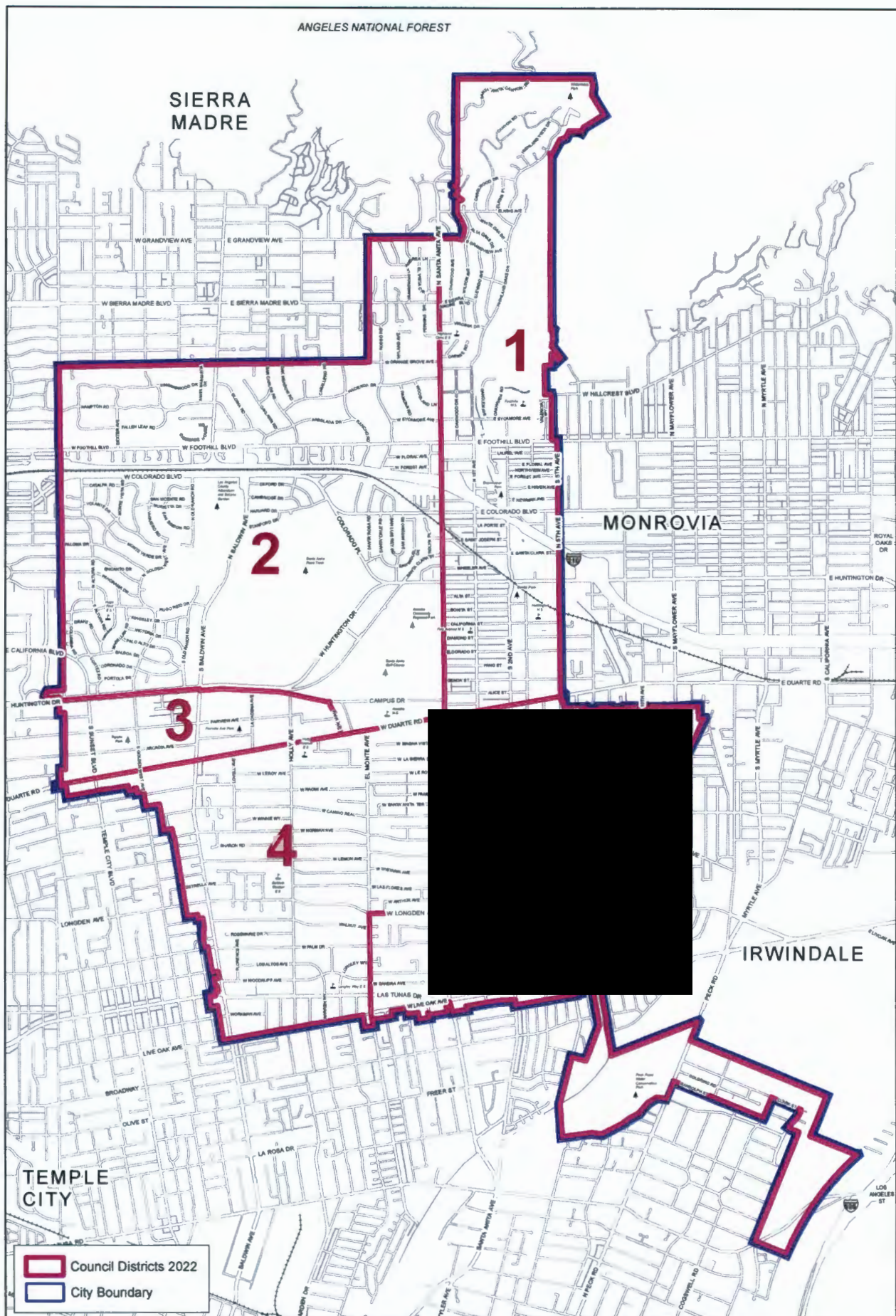
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Council District

City of Arcadia, California

Citizen Service Resume

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APR 29 2024

ARCADIA

CITY OF ARCADIA
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

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- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Robert Gerber DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Retired

EMPLOYER [REDACTED] ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 26 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Business Administration from USC
Bachelor of Science from Penn State

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

AYSO Region 2 Treasurer
Arcadia American Little League Treasurer
Arcadia High School Athletic Booster Club Treasurer
Family Promise of San Gabriel Valley Host Coordinator

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I believe that my 15 year involvement in youth sports provides me with the background needed to provide guidance for City of Arcadia recreation programs and community needs and desires for recreational, cultural and leisure time activities and facilities.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The goals and objectives of the Recreation and Parks Commission is to ensure that the City of Arcadia provides recreation, cultural, and leisure programs that serve all residents of the city. The city's fields and facilities should be properly maintained to ensure that the city is able to meet the needs of its residents to safely enjoy recreation, cultural and leisure activities.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☐ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

April 25, 2024

DATE

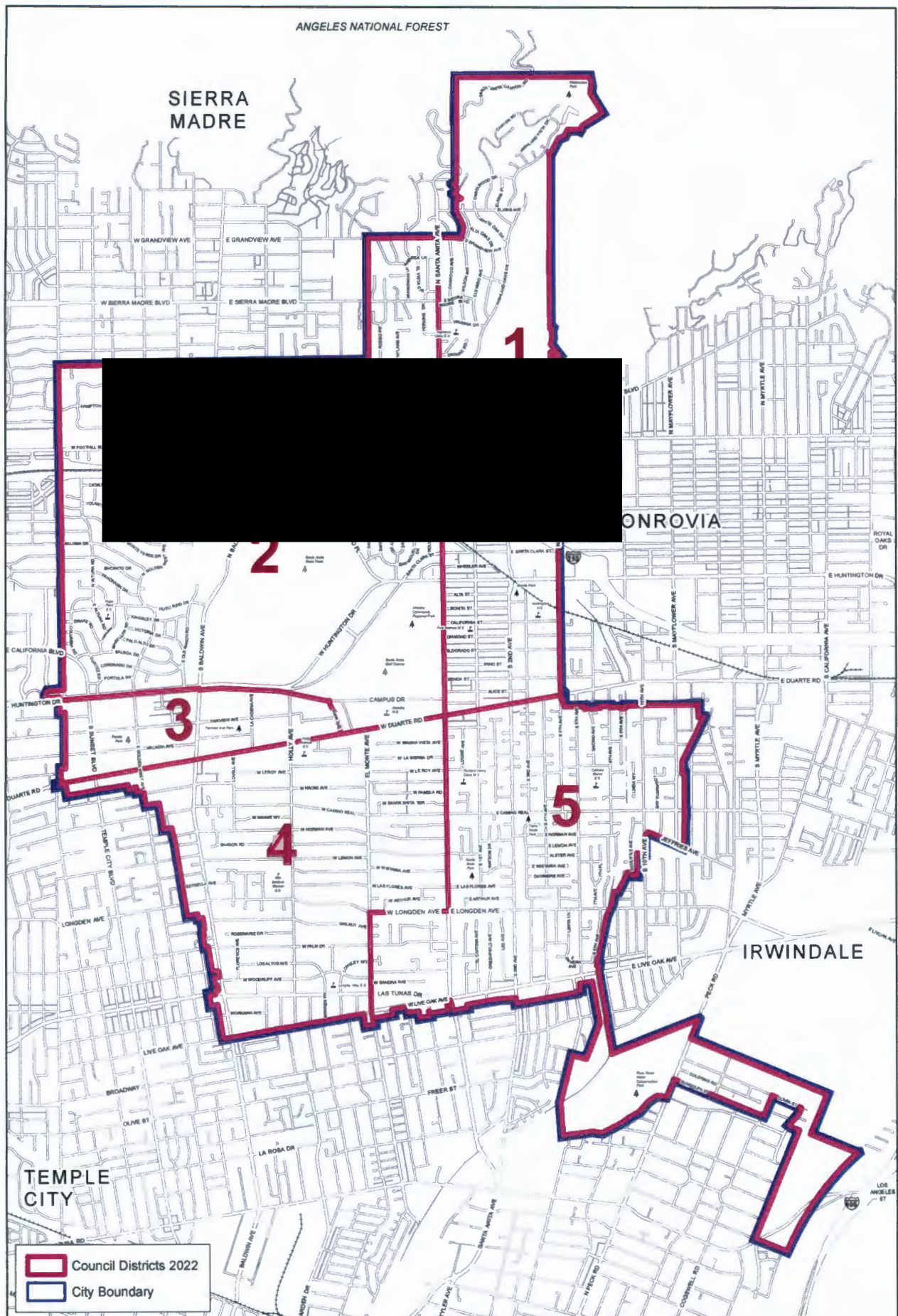
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

RECEIVED

Citizen Service Resume

MAY 14 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Greg Wang DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] MAIL ADDRESS [REDACTED]

OCCUPATION Attorney

EMPLOYER State of CA, State Comp Ins Fund ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 28 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

UCLA in molecular biology
Whittier Law School
Attorney at law since 2005

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Usher at Holy Angels Catholic Church, Arcadia, 2016 to present.
Pro bono board member at Cardinal Paul Yu-Pin Foundation, Norwalk, CA, a non-profit Catholic assisted living senior facility, 2010 to present.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I pay attention to details. As employed by the State of California, I represented State's interests before judges. I would balance the needs between the City of Arcadia and residents.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Give back to the community. To preserve Arcadia for the next generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

5/9/2024

DATE

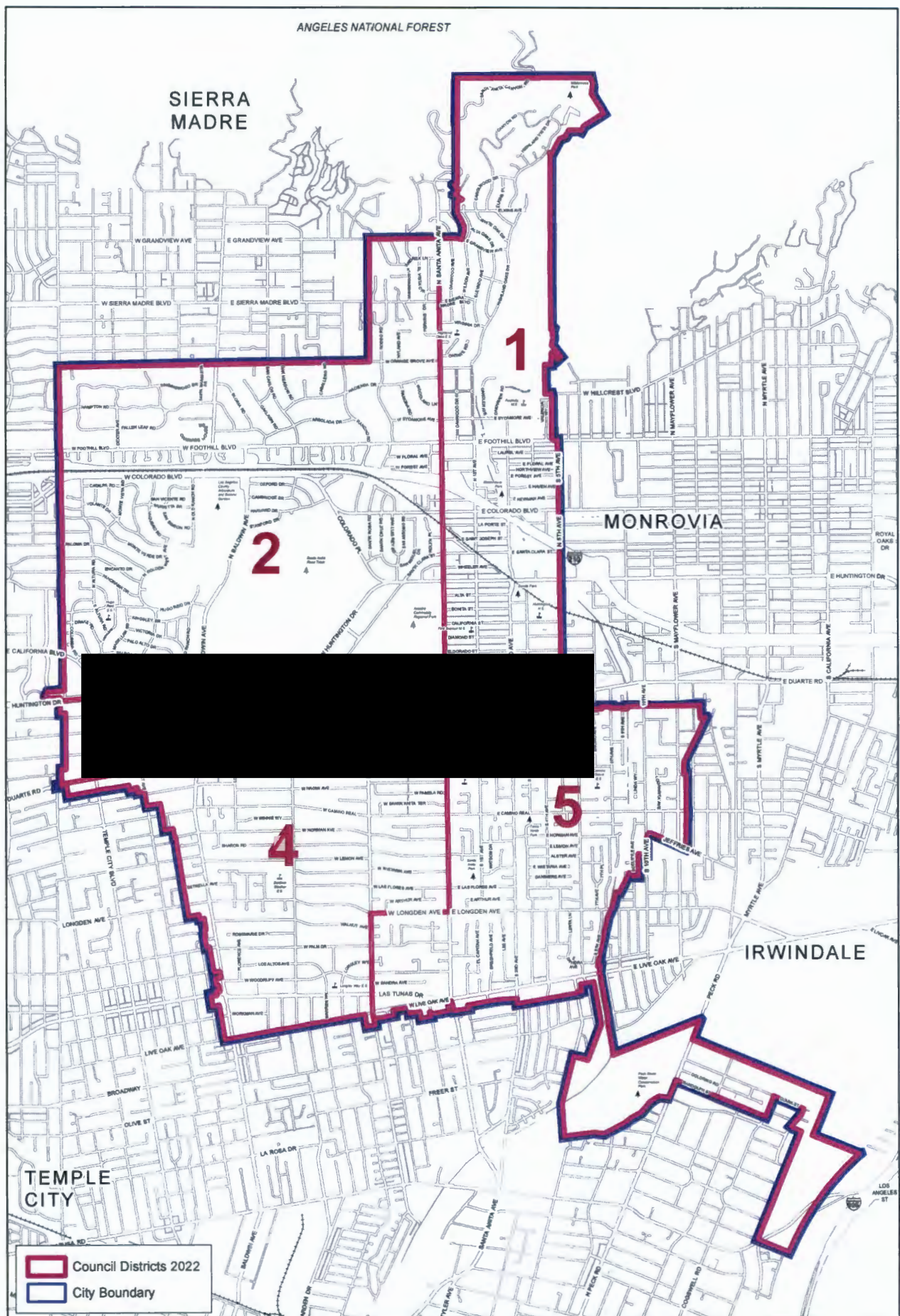
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Council District

City of Arcadia, California

Citizen Service Resume

MAY 14 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☒ Planning Commission
☒ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Cris Arzate [REDACTED]
 FIRST LAST DATE OF BIRTH

RESIDENTIAL ADDRESS [REDACTED]
 (Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Community Development

EMPLOYER Housing Authority of the City of Los Angeles ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 3 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

BA - U.C. Berkeley & Masters Real Estate Development - Georgetown University, Coro Foundation Fellow, Certificate - USC Ross Program in Real Estate Development and Finance
 Certificate - Center for Non Profit Management - Non-Profit Administration, Certificate - Grantsmanship Center - Resource Development

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Commissioner - California Student Aid Commission
 Board President - California Structural Pest Control Board
 Chair - Los Angeles Unified School District - Human Relations Commission
 Board member - Latinos in Technology

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Over twenty years of experience in state and local governing boards with budgets ranging from \$10 million to \$1.5 Billion. Career in public affairs, with an emphasis on education, technology, community engagement and non-profit management.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The provision of programming for youth and seniors is a particularly needed resource to engage, educate and stimulate sub-populations with a broad and unique set of activities and programs. Surveying the needs of current clients in after school programs, summer programs and senior programs can help plan for future resources needed to support the ongoing operations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

*ARCADIA BEAUTIFUL APPLICANTS ONLY

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

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5.14.24

SIGNATURE

DATE

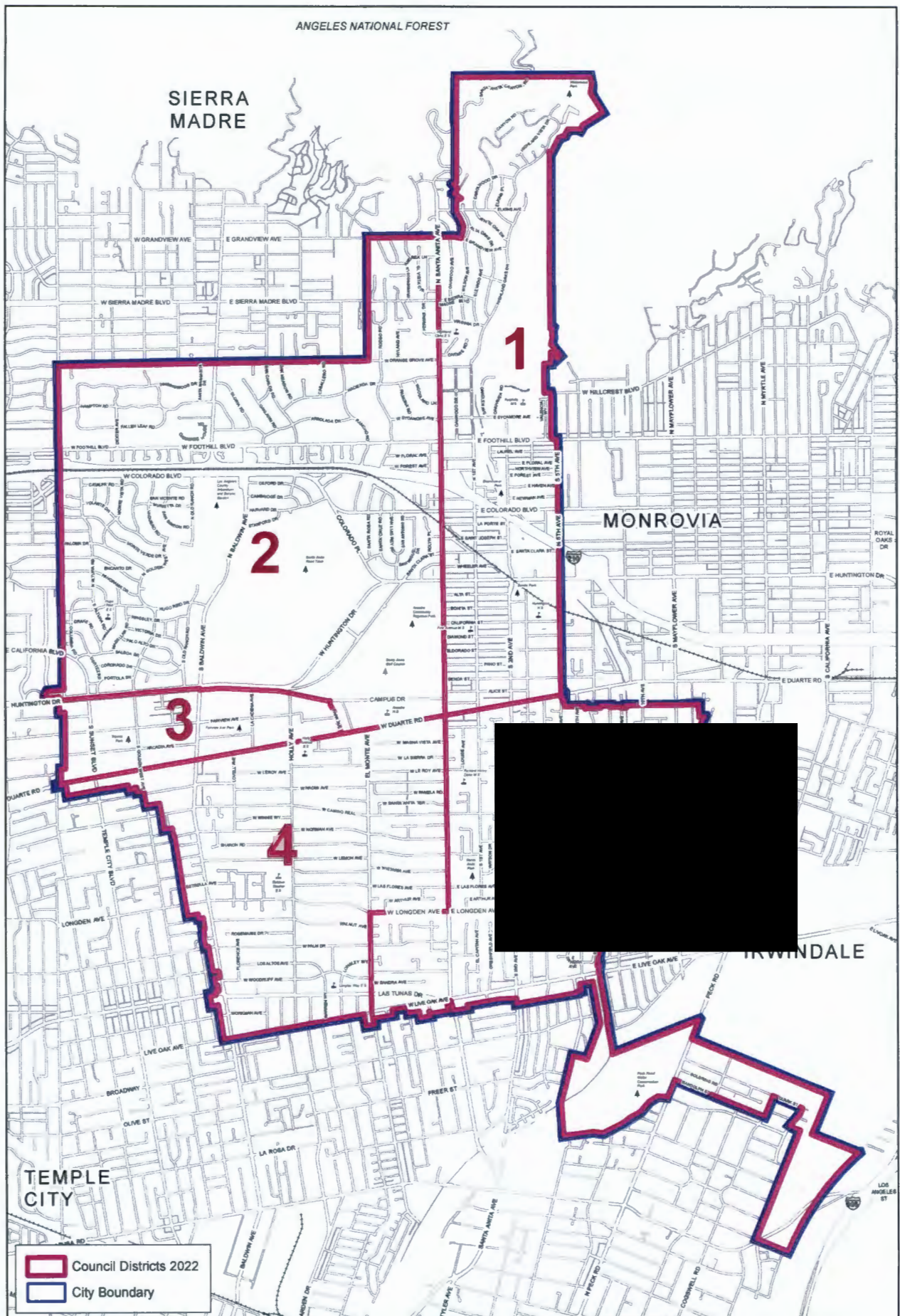
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RECREATION AND PARKS COMMISSION APPLICANTS

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 18 2024

NAME Roberto Ayala DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Project Controls Manager

EMPLOYER LA Metro ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 4 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

- > Masters of Science Transportation Management - San Jose State University (2020-2023)
- > Bachelors of Business Administration - University of Texas at Austin (2006-2010)
- > MITx MicroMasters in Supply Chain Management (2018)
- > International Program in Management - Fundaçao Getulio Vargas, Brazil (2009)

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- > Arcadia Recreation and Parks Commissioner (2023-present)
- > Foothill Unity Center (2021)
- > LA Food Bank (2018-2020)
- > Inner City Arts Los Angeles (2015-2019)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- > Nine years experience working in public transportation (LA Metro) including roles in project management; budgeting and financial analysis; and public relations and marketing
- > Four years experience (YMCA of Austin) working in program implementation for after-school programs, summer camps, and computer literacy programs

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The Commission's objective is to enable and promote the city to expand the use of public recreational facilities and programs so as to benefit the health and well-being of residents. The Commission can set goals to oversee progress on the Recreation and Parks Master Plan (2017) and bring attention to facility/program quality and accessibility

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

4/18/2024

DATE

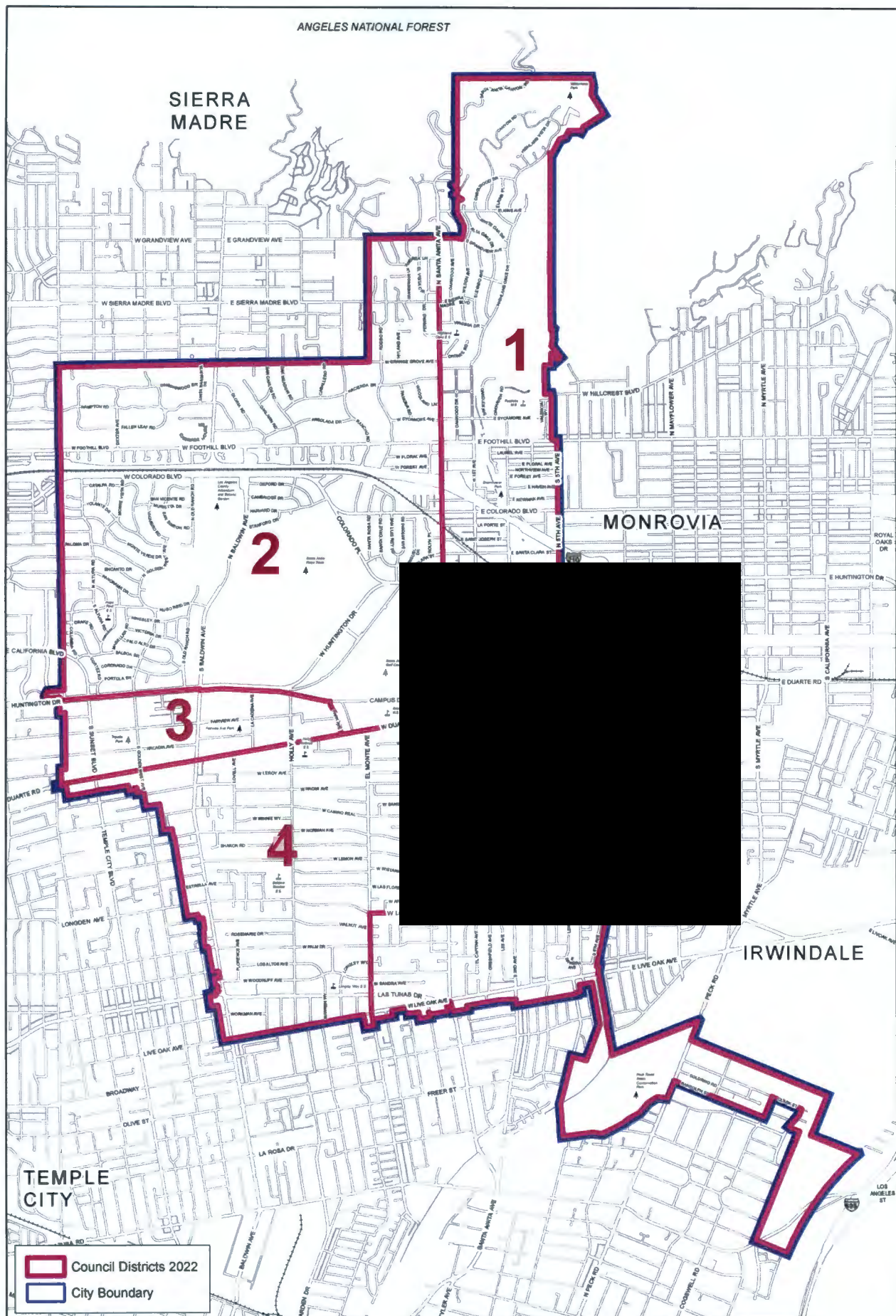
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Council District **City of Arcadia, California**

MAY 15 2024

Citizen Service Resume

CITY OF ARCADIA
CITY CLERK



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- | | |
|--|---|
| ☐ Arcadia Beautiful Commission* | ☐ Planning Commission |
| ☐ Arcadia Museum Commission | ☒ Recreation and Parks Commission |
| ☐ Human Resources Commission | ☐ Senior Citizens Commission |
| ☐ Library Board of Trustees | |

NAME Valerie Cheung DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Production Executive

EMPLOYER Shondaland ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 30+ ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Arcadia High School - Class of 1999
UCLA - BA in Communications

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Recreation and Parks Commissioner - Chairperson, Arcadia Stage Volunteer/Coordinator
Hugo Reid Elementary - PTSA Board Member, Arcadia American Little League Team Parent & Volunteer

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I currently serve as the Chairperson of the Recreation and Parks Commission and am very familiar with the programs and services. My family and I have been actively involved with city projects throughout the years and have collaborated with the Arcadia Parks Foundation as well.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I would like to continue my service in this commission and assist the department wherever I can. It has been very important to me that the city continues to build community and consider the needs of as many of the populace as possible within our means.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

May 15, 2024

DATE

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Citizen Service Resume



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- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA

NAME Malki Daniel DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

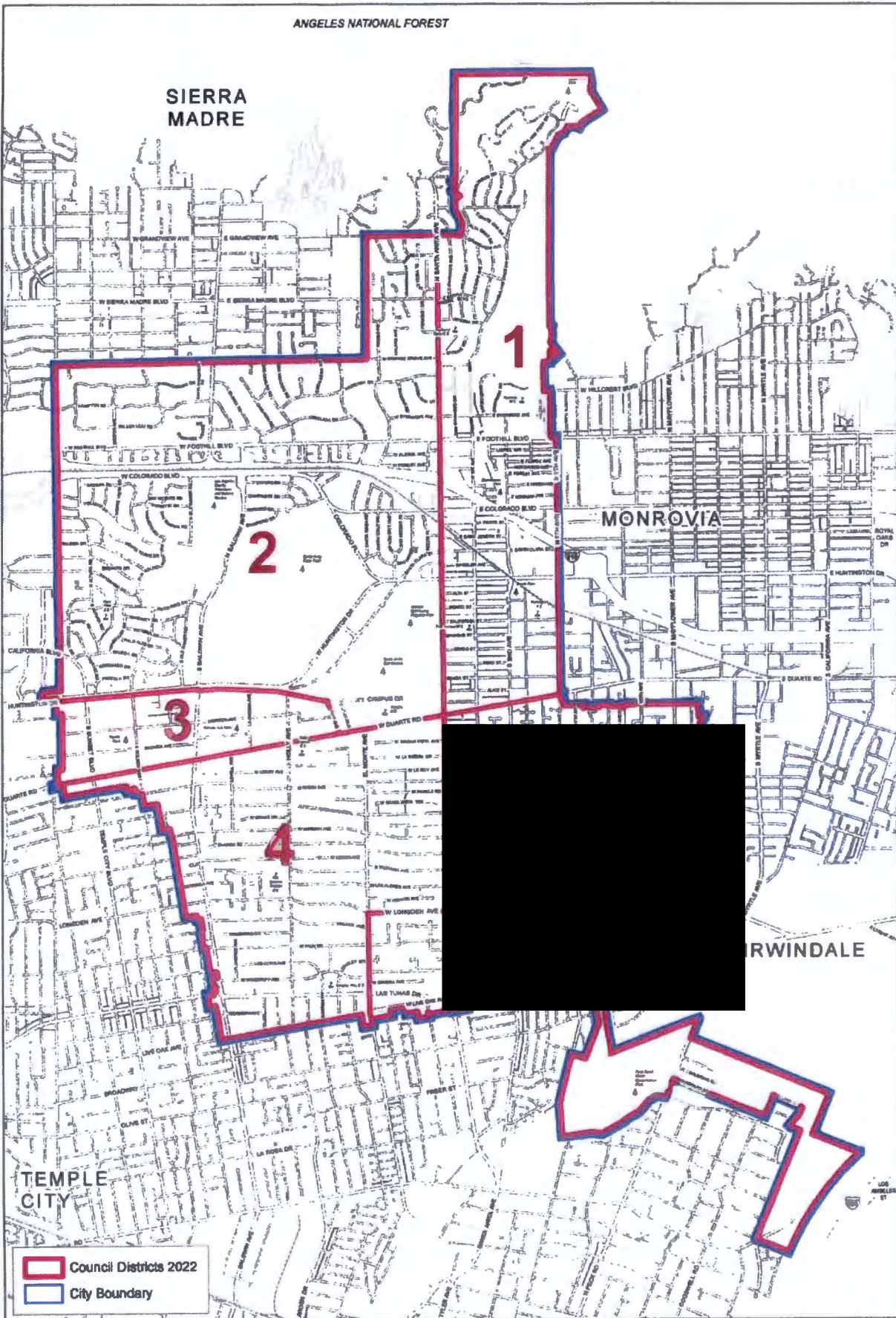
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Council District

City of Arcadia, California

Citizen Service Resume

RECEIVED



APR 29 2024

ARCADIA

CITY OF ARCADIA
CITY CLERK

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Robert Gerber DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Retired

EMPLOYER [REDACTED] ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 26 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Business Administration from USC
Bachelor of Science from Penn State

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

AYSO Region 2 Treasurer
Arcadia American Little League Treasurer
Arcadia High School Athletic Booster Club Treasurer
Family Promise of San Gabriel Valley Host Coordinator

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I believe that my 15 year involvement in youth sports provides me with the background needed to provide guidance for City of Arcadia recreation programs and community needs and desires for recreational, cultural and leisure time activities and facilities.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The goals and objectives of the Recreation and Parks Commission is to ensure that the City of Arcadia provides recreation, cultural, and leisure programs that serve all residents of the city. The city's fields and facilities should be properly maintained to ensure that the city is able to meet the needs of its residents to safely enjoy recreation, cultural and leisure activities.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☐ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY
STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



April 25, 2024

DATE

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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455

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Citizen Service Resume

MAY 14 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Greg Wang DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] MAIL ADDRESS [REDACTED]

OCCUPATION Attorney

EMPLOYER State of CA, State Comp Ins Fund ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 28 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

UCLA in molecular biology
Whittier Law School
Attorney at law since 2005

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Usher at Holy Angels Catholic Church, Arcadia, 2016 to present.
Pro bono board member at Cardinal Paul Yu-Pin Foundation, Norwalk, CA, a non-profit Catholic assisted living senior facility, 2010 to present.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I pay attention to details. As employed by the State of California, I represented State's interests before judges. I would balance the needs between the City of Arcadia and residents.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Give back to the community. To preserve Arcadia for the next generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

5/9/2024

DATE

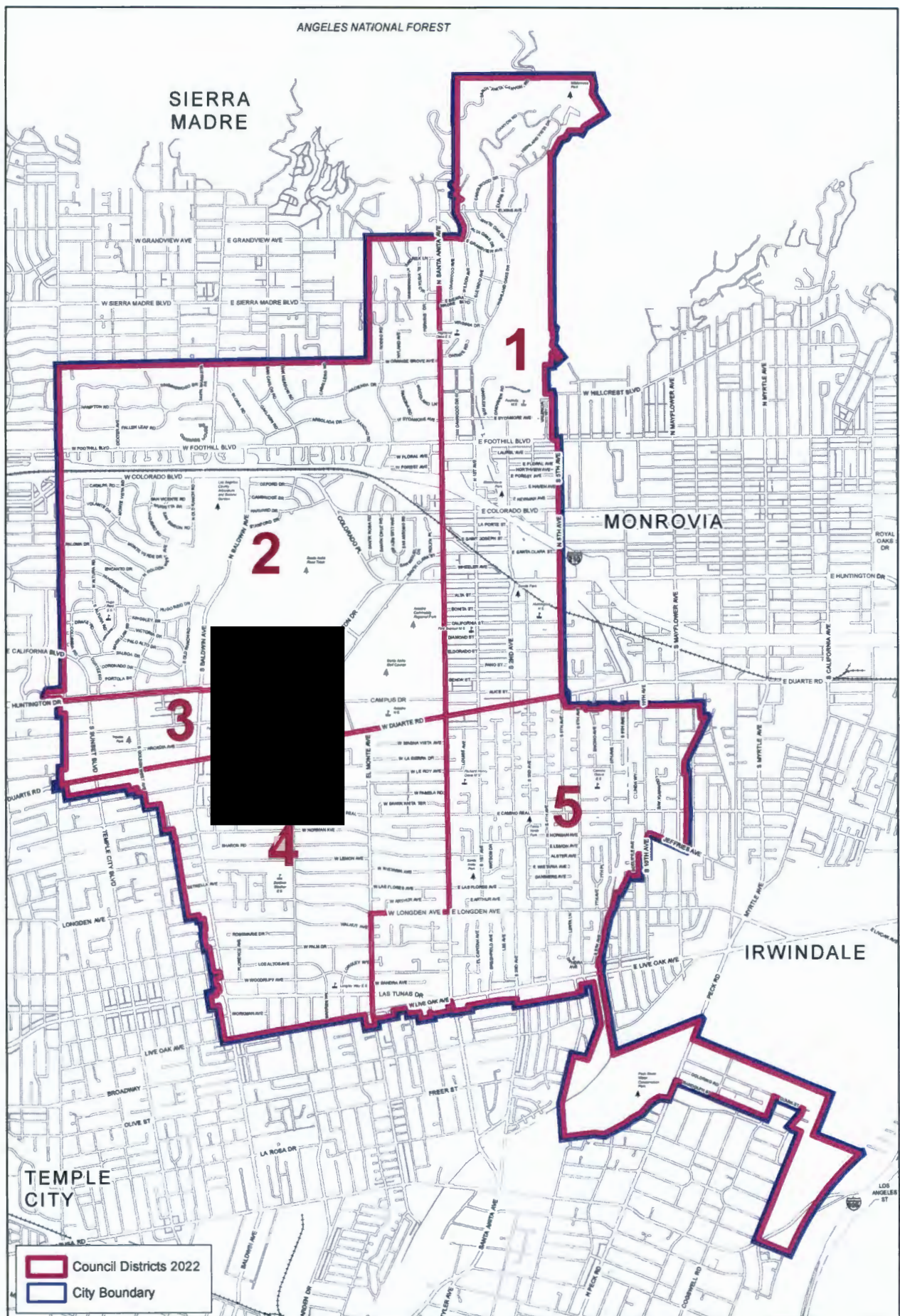
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Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume

MAY 14 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☒ Planning Commission
☒ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Cris Arzate DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
 (Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Community Development

EMPLOYER Housing Authority of the City of Los Angeles ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 3 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

BA - U.C. Berkeley & Masters Real Estate Development - Georgetown University, Coro Foundation Fellow, Certificate - USC Ross Program in Real Estate Development and Finance
 Certificate - Center for Non Profit Management - Non-Profit Administration, Certificate - Grantsmanship Center - Resource Development

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Commissioner - California Student Aid Commission
 Board President - California Structural Pest Control Board
 Chair - Los Angeles Unified School District - Human Relations Commission
 Board member - Latinos in Technology

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Over twenty years of experience in state and local governing boards with budgets ranging from \$10 million to \$1.5 Billion. Career in public affairs, with an emphasis on education, technology, community engagement and non-profit management.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The provision of programming for youth and seniors is a particularly needed resource to engage, educate and stimulate sub-populations with a broad and unique set of activities and programs. Surveying the needs of current clients in after school programs, summer programs and senior programs can help plan for future resources needed to support the ongoing operations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

*ARCADIA BEAUTIFUL APPLICANTS ONLY

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[REDACTED SIGNATURE]

SIGNATURE

5.14.24

DATE

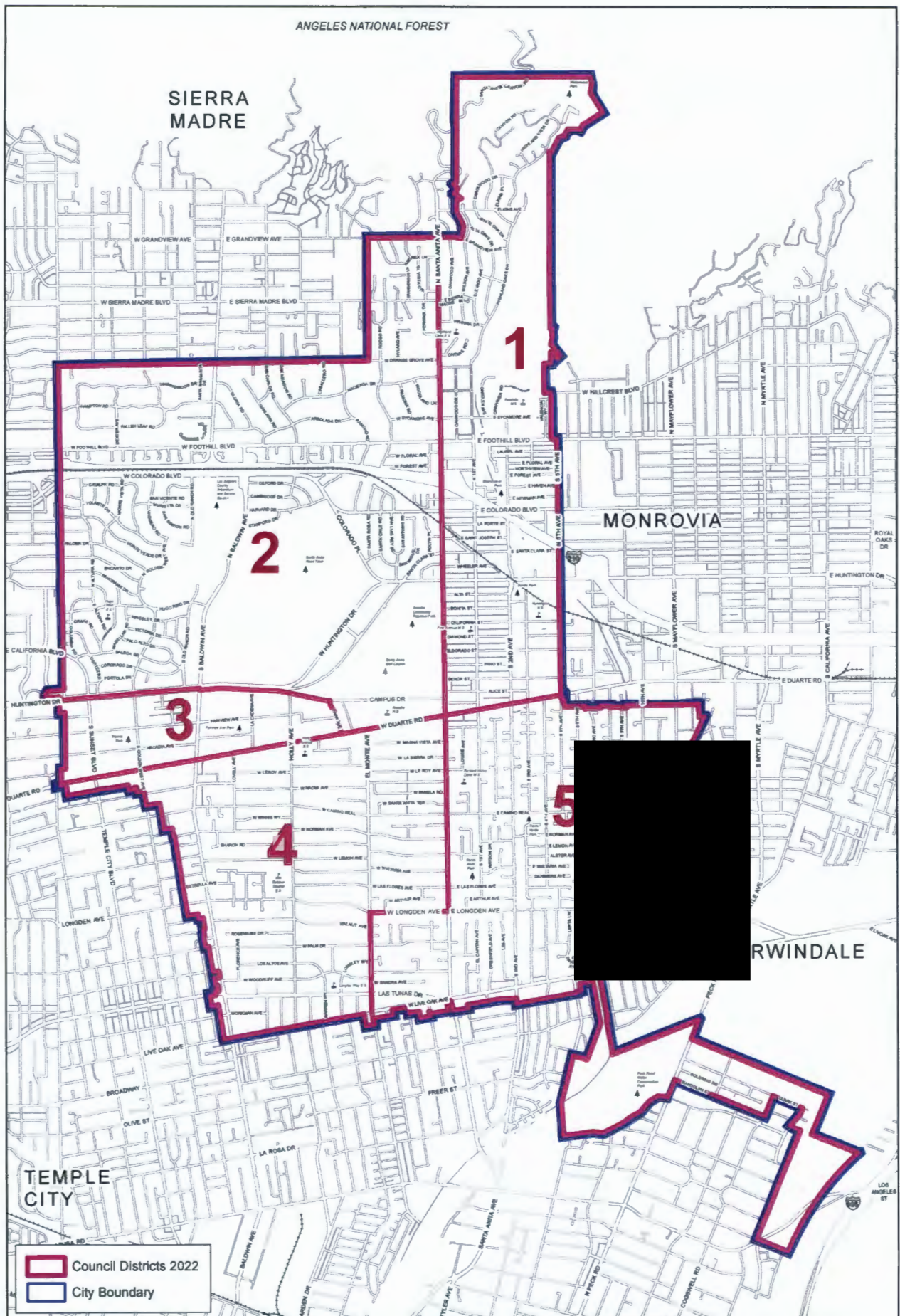
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Citizen Service Resume

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APR 8 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chang Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

ELIGIBILITY ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] ADDRESS [REDACTED]

OCCUPATION General Contractor

EMPLOYER CLEW Development, LLC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 mos ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

EDUCATION (Include professional or vocational licenses or certificates)

General Engineering, Northrop Institute of Technology
BS Chemical Engineering, Univ of So Cal
Exec MBA, Hankuk Univ of Foreign Studies
General Contractor, CA Lic No B590162

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Glendale: Planning Commissioner, 2009 - Present; CDBG Commission, 2007-2009
City of Glendale, Korea Glendale Sister City Association, President, 2010 - Present
Korean American Chamber of Commerce, LA
- Chairman, 2021-2022 & 2006-2007; President, 2007-2008

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Facilities Project Manager, Boeing Aerospace, 1987 - 1990
General Contractor, Cytydel Development and CLEW Development, 1989 to Present
Construction Project Management Advisor, Edgemine Warehouse Project in LA, 2023 - Present
Construction Chief Advisor, Bandodela Corp, 2022 - Present

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To accurately understand, interpret, and implement policies related to the land use objectives of Arcadia to create great places to live, work and play. Commissioners' goals should include sustainable development approach while preserving the integrity of the residential neighborhoods by reviewing and recommending the responsible housing and transportation elements to city council

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

April 8, 2024

DATE

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Questions? Please contact us at (626) 574-5455



Citizen Service Resume

MAY 16 2024



CITY OF ARCADIA

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (you may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☒ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☒ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Lula Eskander DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
 (Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Senior Manager

EMPLOYER Housing Authority City of LA ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 21 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Medical Doctor M.B.BCH
 Nan MaKay Housing Manager

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Served as HR Commissioner for the past 4 years.
 Served as CHPs-M union secretary for 15 years and President for 10 years.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Currently working as Senior Manager for homeless subsidy program in City of Los Angeles.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I will serve diligently City of Arcadia implementing its Rules and Regulation fairly, legitimately, properly, and honestly.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

05/16/2024

DATE

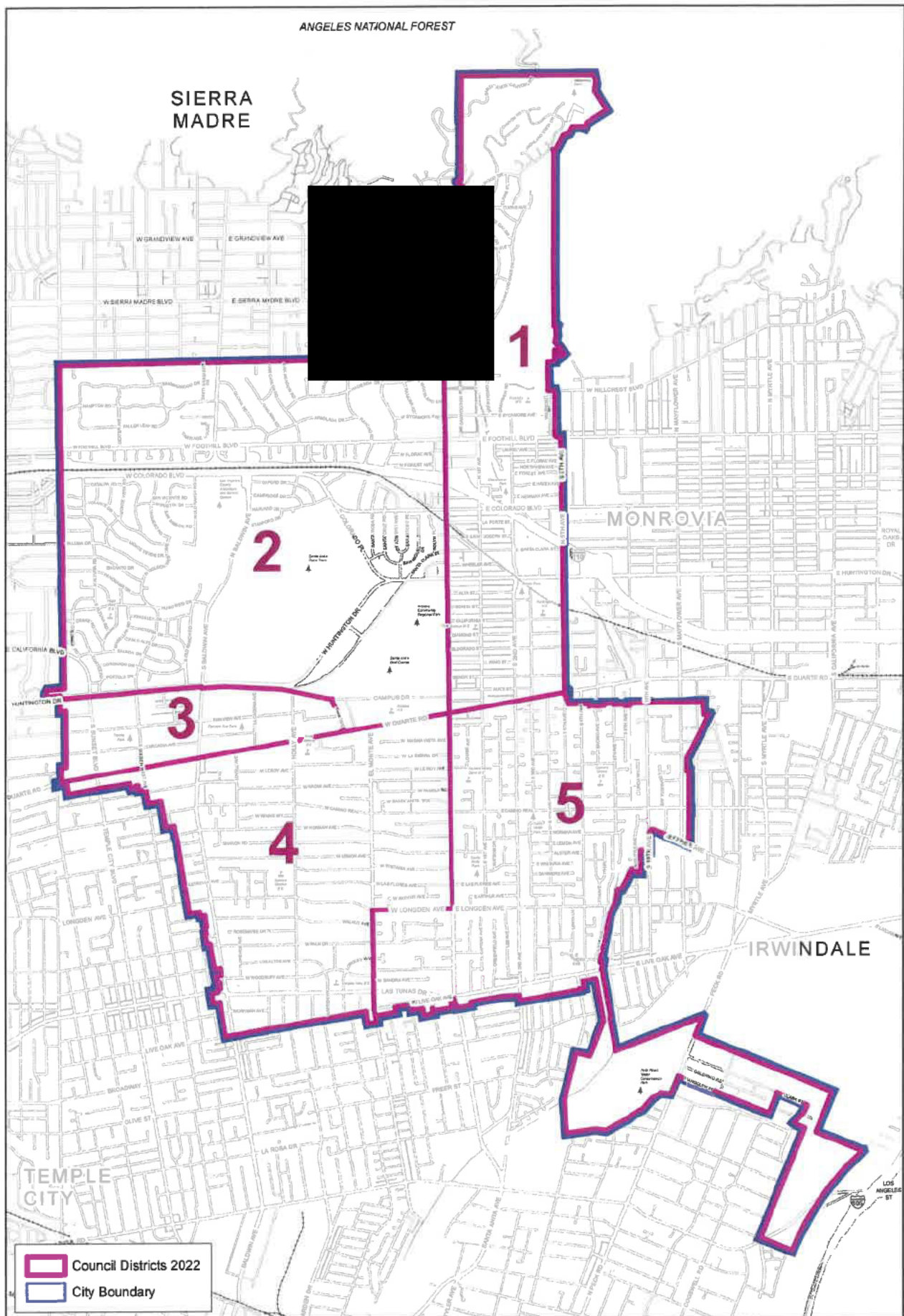
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Council District

City of Arcadia, California

SENIOR CITIZENS' COMMISSION APPLICANTS

Citizen Service Resume

MAR 7 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
 2. ☒ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☐ Recreation and Parks Commission
 1. ☒ Senior Citizens Commission

NAME Ethel Laczko DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
 (Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION Teacher

EMPLOYER Retired from Long Beach Unified ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 35 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

- National Board Certified Teacher
- EdM Harvard University -
- Reading and Literacy Certificates
- Perfectly Bilingual - Spanish and English -

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- Board Director, Harvard Club of Southern California
- ABC Commissioner for the City of Arcadia - Vice-Chairperson (10 years of service)
- Executive Director, Global Education Peru - teaching English and Robotics to under-resourced students in Peru

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Teaching for over 30 years elementary, high school and college has given me the skills to deal with people and students of all ages. As a "Master Teacher," I am very skilled in best practices in the educational field. I am a long learner and passionate about "quality and accessible education".

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Educate the public at large, be transparent and be effective.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

March 6, 2024

DATE

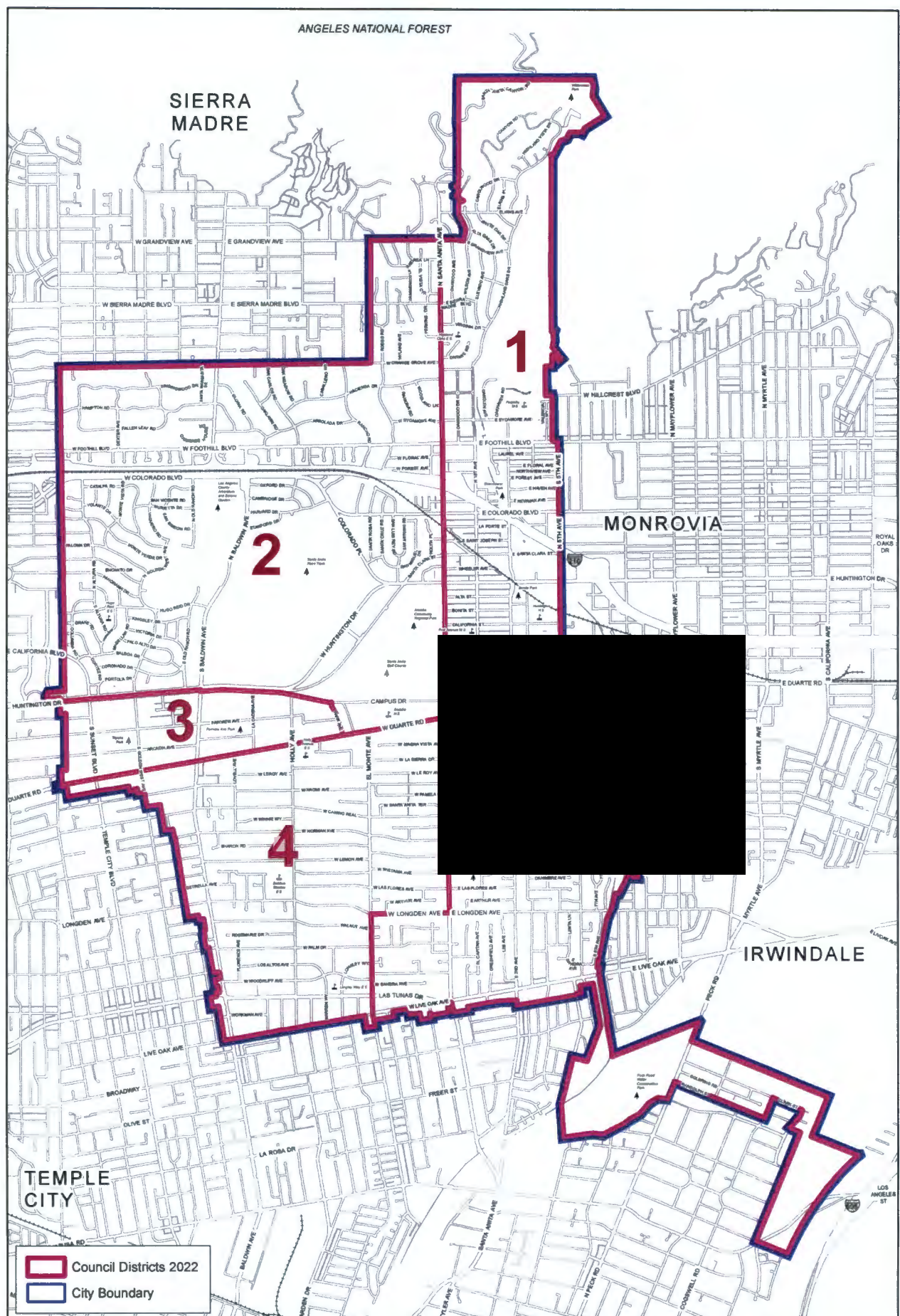
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Citizen Service Resume

APR 22 2024

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- ☐ Human Resources Commission
- ☐ Library Board of Trustees

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- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chingchia Thomas Tseng DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] PATION Management

EMPLOYER Southern California Edison ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 18 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

MS, Univ. of Florida. Certified Energy Manager (CEM)
BS. Tatung University. ETP
Professional Engineer, CA, AZ.

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Engineer without border, USA. ACBC: ARCADIA Chinese Baptist Church
IEEE. Institute of Electrical and Electronics Engineers HR Commission, City of ARCADIA,
ASME. American Society of Mechanical Engineers 2020.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have extensive public works and community development experience and serve multiple roles in the past to support those experiences.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

No.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

4/22/2024
DATE

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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455

Citizen Service Resume

MAY 14 2024



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☒ Planning Commission
☒ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Cris Arzate DATE OF BIRTH [REDACTED]
 FIRST LAST
 RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Community Development

EMPLOYER Housing Authority of the City of Los Angeles ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 3 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

BA - U.C. Berkeley & Masters Real Estate Development - Georgetown University, Coro Foundation Fellow, Certificate - USC Ross Program in Real Estate Development and Finance
 Certificate - Center for Non Profit Management - Non-Profit Administration, Certificate - Grantsmanship Center - Resource Development

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Commissioner - California Student Aid Commission
 Board President - California Structural Pest Control Board
 Chair - Los Angeles Unified School District - Human Relations Commission
 Board member - Latinos in Technology

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Over twenty years of experience in state and local governing boards with budgets ranging from \$10 million to \$1.5 Billion. Career in public affairs, with an emphasis on education, technology, community engagement and non-profit management.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The provision of programming for youth and seniors is a particularly needed resource to engage, educate and stimulate sub-populations with a broad and unique set of activities and programs. Surveying the needs of current clients in after school programs, summer programs and senior programs can help plan for future resources needed to support the ongoing operations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

*ARCADIA BEAUTIFUL APPLICANTS ONLY

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

5.14.24

SIGNATURE

DATE

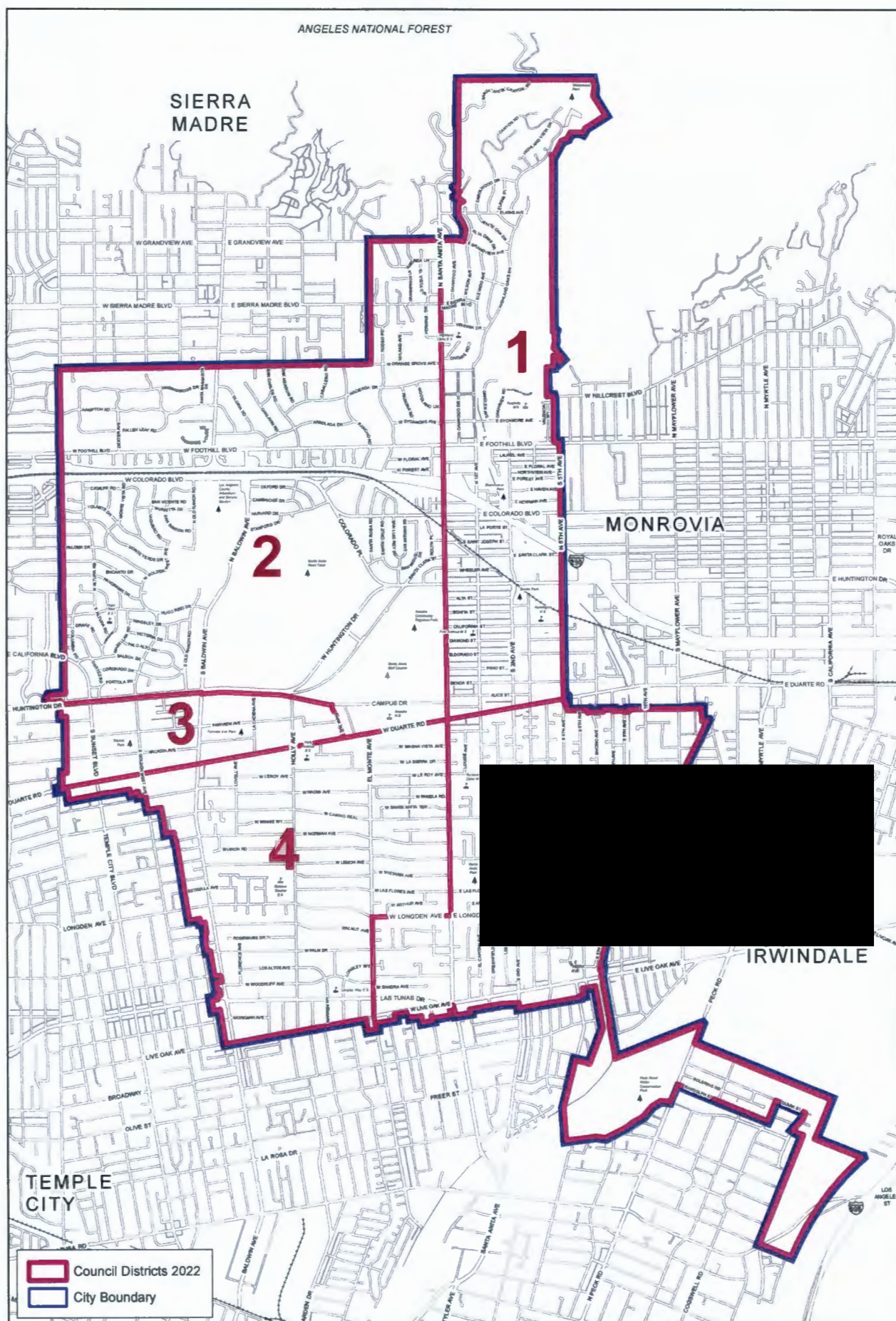
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Citizen Service Resume

RECEIVED



ARCADIA

MAY 1 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME SHIRLEY CURLEY DATE OF BIRTH 7/31/40
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address of PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☒ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Homemaker/Part Time Family Business

EMPLOYER Retired Family Business ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 56 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

High School

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)
DTA - Longley Way - President - ???
First Ave. - ?
Are High ? - Grad Night 1st yr back on campus over
Assistance League
President
Treasurer
Memberships

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE
Worked w/ seniors via Assistance League
Mon, Wed, Thurs - several years.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To ensure Seniors are represented w/a
voice & to keep communications w/ them open.

Community Involvement cont-

Assistance League

Manager of the Bargain Box Thrift Store 5 yrs

Office Manager - x 2

Operation School Bell Choir - 2 yrs

Arc Comm Coord. Council Rep -

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[REDACTED SIGNATURE]

4/30/24
DATE

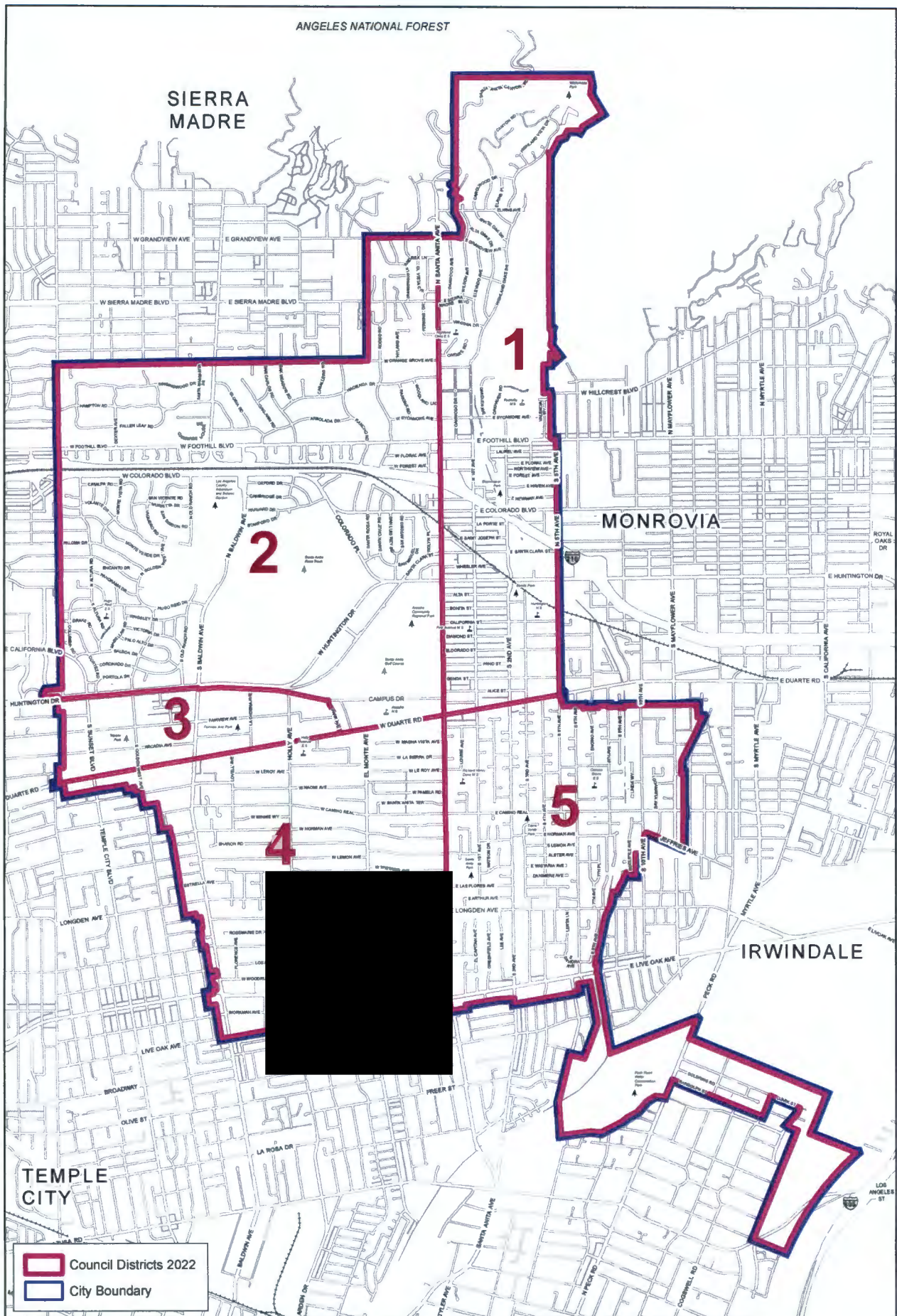
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Citizen Service Resume

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APR 8 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Chang Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

ELIGIBILITY ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION General Contractor

EMPLOYER CLEW Development, LLC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 mos ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

EDUCATION (Include professional or vocational licenses or certificates)

General Engineering, Northrop Institute of Technology
BS Chemical Engineering, Univ of So Cal
Exec MBA, Hankuk Univ of Foreign Studies
General Contractor, CA Lic No B590162

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

City of Glendale: Planning Commissioner, 2009 - Present; CDBG Commission, 2007-2009
City of Glendale, Korea Glendale Sister City Association, President, 2010 - Present
Korean American Chamber of Commerce, LA
- Chairman, 2021-2022 & 2006-2007; President, 2007-2008

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Facilities Project Manager, Boeing Aerospace, 1987 - 1990
General Contractor, Cytydel Development and CLEW Development, 1989 to Present
Construction Project Management Advisor, Edgemine Warehouse Project in LA, 2023 - Present
Construction Chief Advisor, Bandodela Corp, 2022 - Present

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

To accurately understand, interpret, and implement policies related to the land use objectives of Arcadia to create great places to live, work and play. Commissioners' goals should include sustainable development approach while preserving the integrity of the residential neighborhoods by reviewing and recommending the responsible housing and transportation elements to city council

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSIONER APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

April 8, 2024

DATE

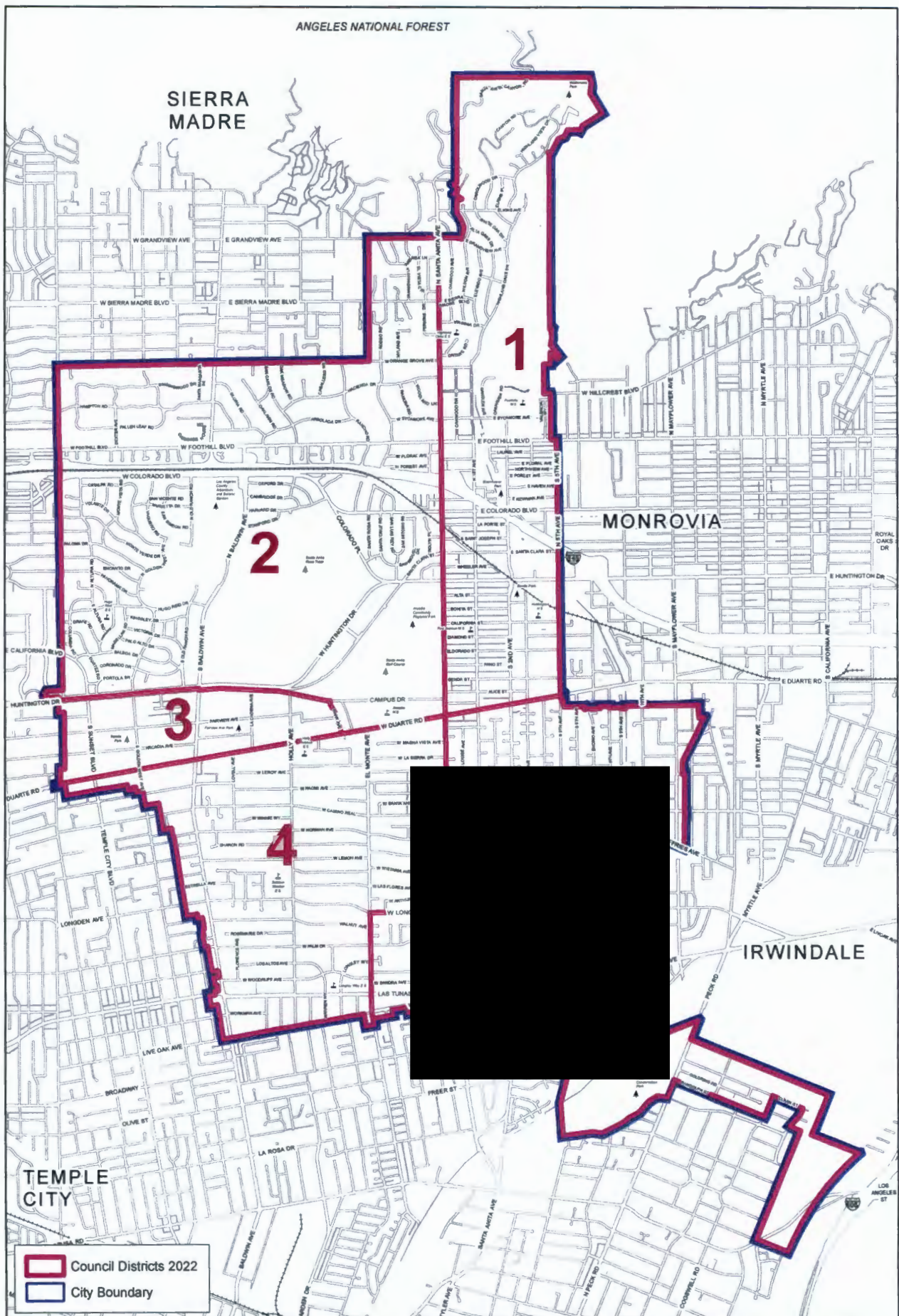
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Questions? Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

Citizen Service Resume

MAY 16 2024



CITY OF ARCADIA

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☒ Human Resources Commission
☐ Library Board of Trustees

- ☐ Planning Commission
☒ Recreation and Parks Commission
☒ Senior Citizens Commission

NAME Lula Eskander DATE OF BIRTH [REDACTED]

FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Senior Manager

EMPLOYER Housing Authority City of LA ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 21 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Medical Doctor M.B.BCH
Nan MaKay Housing Manager

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Served as HR Commissioner for the past 4 years.
Served as CHPs-M union secretary for 15 years and President for 10 years.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Currently working as Senior Manager for homeless subsidy program in City of Los Angeles.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I will serve diligently City of Arcadia implementing its Rules and Regulation fairly, legitimately, properly, and honestly.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

05/16/2024

DATE

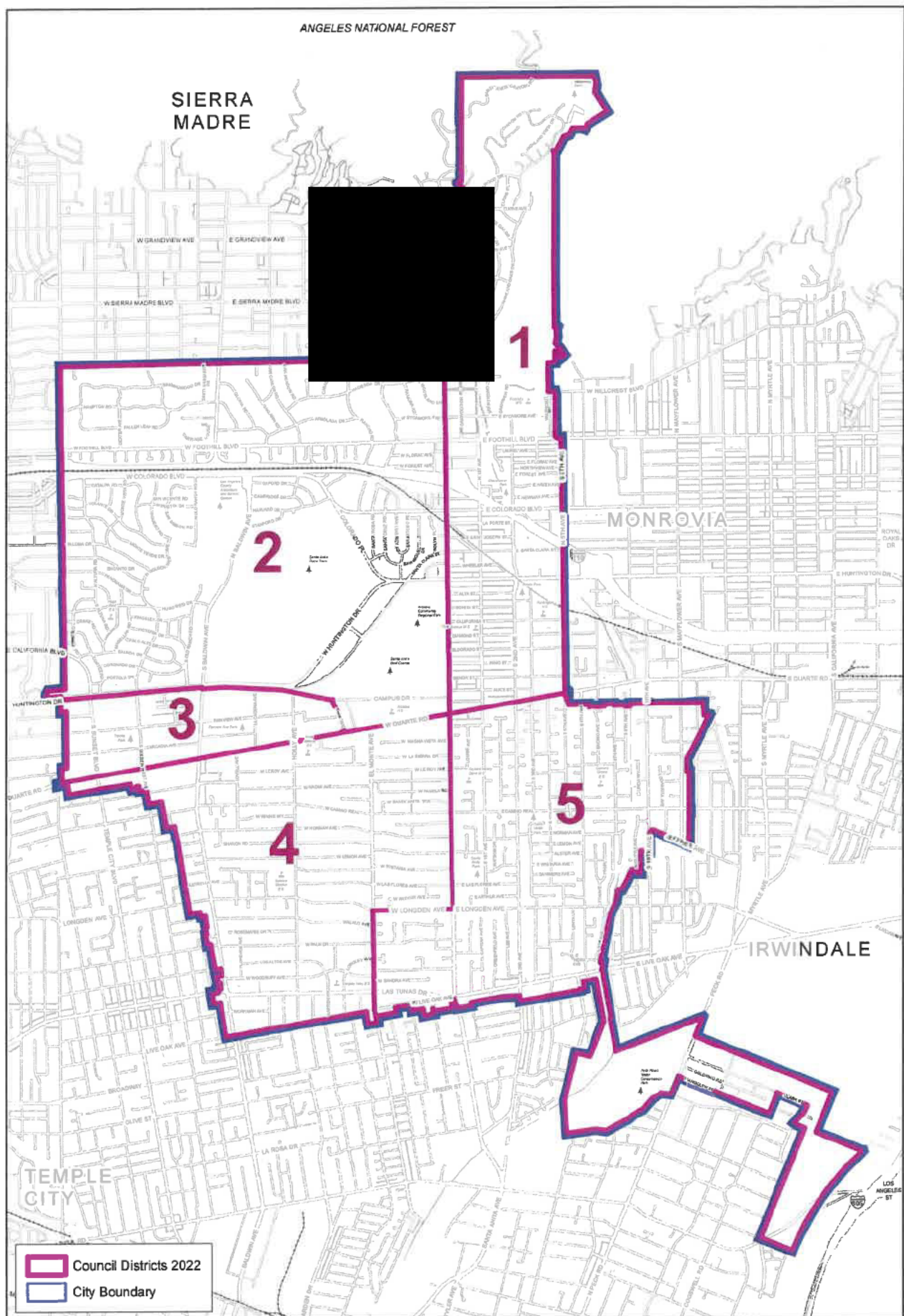
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Council District

City of Arcadia, California

Citizen Service Resume

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MAY 1 2024
CITY OF ARCADIA
CITY CLERK

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- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME CYNTHIA SALAZAR DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION RETIRED

EMPLOYER N/A ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 11 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

CENTRO ESCOLAR UNIVERSITY - FOOD & NUTRITION
CENTRAL DUPAGE COLLEGE - ACCOUNTING

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

CURRENT SECRETARY OF THE GOLDEN SENIOR CLUB
MEMBER OF 55+ CLUB
FORMER MEMBER OF THE SENIOR CLUB
DIRECTOR / ADVISOR OF THE UNITED PAMPANGA-ATIL LEADERSHIP COUNCIL (PAMPANGA-ATIL LEADERSHIP COUNCIL)
PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE
WORKED IN ACCOUNTING/FINANCE AT BOISE CASCADE CORP. ILL.
ACTIVE LECTOR AND EUCHARISTIC MINISTER AT HOLY ANGEL PARISH. PROVIDE COMMUNITY OUTREACH TO CONGREGATION MEMBERS WHO ARE SICK AND CANNOT ATTEND MASS.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

TO SERVE AS A LIAISON TO THE CITY COUNCIL LEADERSHIP.
AFFECTING SENIORS IN MATTERS REGARDING HEALTH, HOUSING, EDUCATION, TRANSPORTATION AND RECREATION.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[REDACTED SIGNATURE]

SIGNATURE

April 29, 2024

DATE

NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455

RECEIVED

MAY 1 2024

CITY OF ARCADIA
CITY CLERK

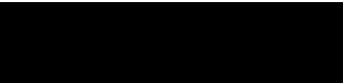
April 29, 20224

Arcadia City Council
240 West Huntington Drive
Arcadia, CA 91007

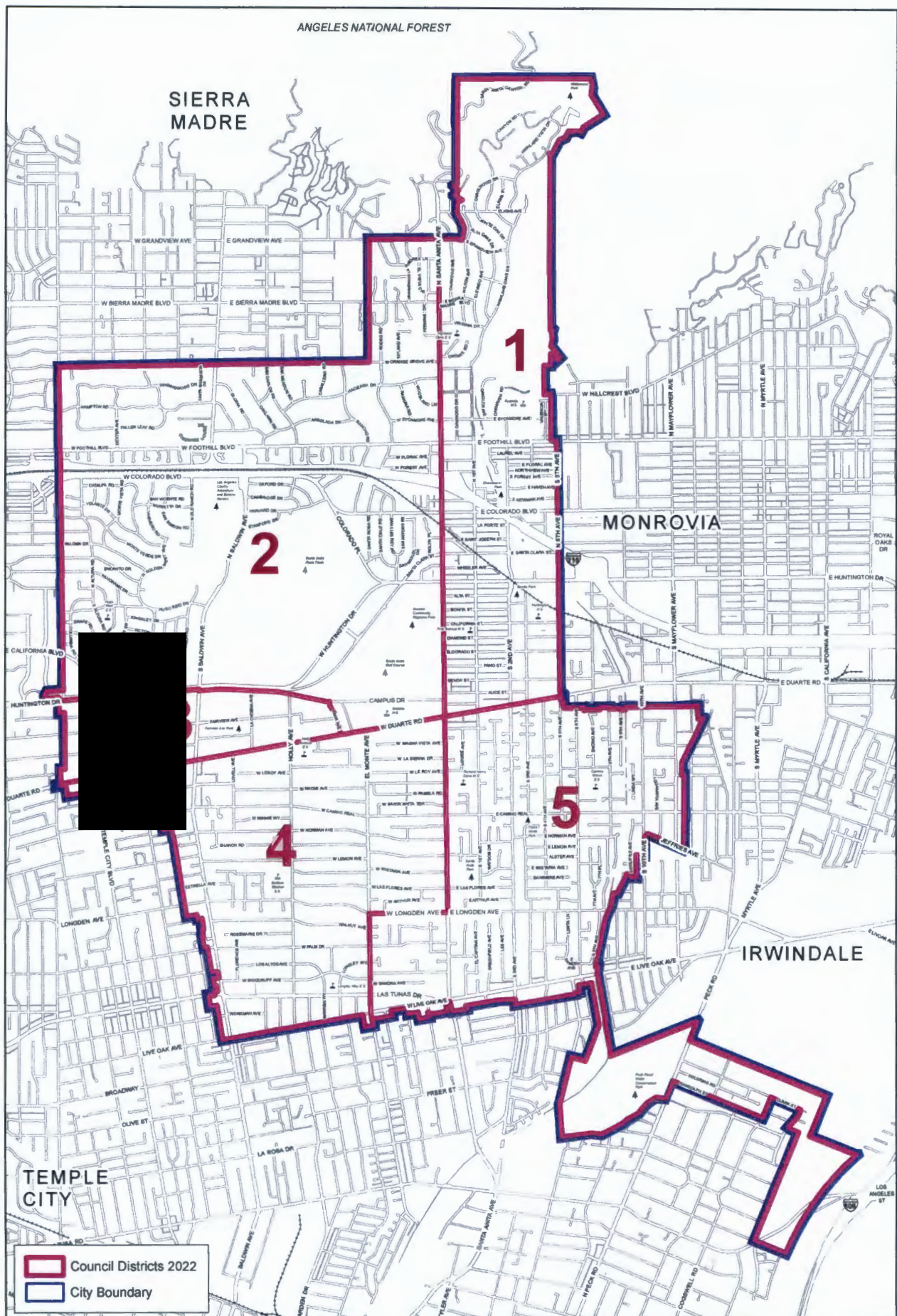
Dear Honorable Mayor and Council Members:

The Arcadia Golden Senior Club recommends Cynthia Salazar for appointment to the Senior Citizen's Commission for the term beginning July 1, 2024.

Sincerely,



Nilo Salazar
President
Golden Senior Club



Citizen Service Resume

RECEIVED



ARCADIA

MAY 1 2024

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Joyce McGregor DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☒ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION retired school teacher

EMPLOYER AUSD ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 63 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

AB, MA,

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Assistance League - various offices

CAARTTA - Pres/8 years, various assignments

AAUW - Arcadia

Presidents
Church of the Good Shepherd - Bd. of Trustees, SS, various committees

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

As a senior citizen, I am aware of various needs and programs in the community.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Interaction among the various entities to make sure needs are being addressed and hopefully met.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☐ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

04-23-2024

DATE

NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455

RECEIVED

MAY 1 2024

CITY OF ARCADIA
CITY CLERK

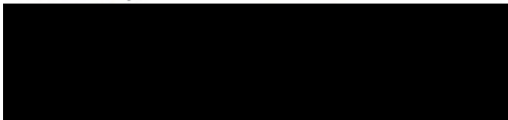
April 26, 2024

Arcadia City Council
240 West Huntington Drive
Arcadia, CA 91007

Dear Honorable Mayor and Council Members:

The Arcadia Assistance League recommends Joyce McGregor for appointment to the Senior Citizen's Commission for the term beginning July 1, 2024.

Sincerely,



Diane Lucas
President 2021-22
Assistance League® of Arcadia
100 S. Santa Anita Avenue
Arcadia, CA 91006



STAFF REPORT

Public Works Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Jennifer Lopez, Management Analyst

SUBJECT: RESOLUTION NO. 7577 CONFIRMING THE ENGINEER'S REPORT FOR THE LEVY AND COLLECTION OF THE ARCADIA CITYWIDE LIGHTING DISTRICT NO. 1 AND THE ASSOCIATED ASSESSMENT DIAGRAM; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2024-25
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The Citywide Lighting District No. 1 ("Citywide Lighting District" or "District") was formed in the City of Arcadia pursuant to state law for the purpose of partially funding the ongoing operation, maintenance, and servicing of the City's street lighting system. At the June 4, 2024, City Council Meeting, the City Council adopted Resolution Numbers 7569 through 7571, which initiated the proceedings for the annual levy and collection of assessments, approved the preliminary Engineer's Report, and set the public hearing for the June 18, 2024, City Council Meeting. The purpose of the public hearing is to allow the public an opportunity to provide comments regarding the levy and collection of the Citywide Lighting District.

The Citywide Lighting District budget for Fiscal Year 2024-25 includes a very slight decrease. As a result, for Fiscal Year 2024-25, the annual assessment rate will remain at current levels. Upon conclusion of the public hearing, it is recommended that the City Council adopt Resolution No. 7577 confirming the Engineer's Report for the levy and collection of the Arcadia Citywide Lighting District No. 1 and the Associated Assessment Diagram; and ordering the levy and collection of assessments for Fiscal Year 2024-25.

BACKGROUND

In the early 1950s, the City's original Street Lighting District was established through the Street Lighting Act of 1919, and was set to expire on June 30, 2010. This expiration would have resulted in a loss of approximately \$420,000 in annual revenue to the City beginning

in Fiscal Year 2010-11. To address this issue, in 2009, the City Council directed the formation of a Citywide Lighting District via the Landscaping and Lighting Act of 1972. Under this Act, assessments are based on the special benefit that street lighting provides to properties within the Citywide Lighting District area. Proposition 218 noticing and balloting requirements were met, and on August 3, 2010, the City Council adopted the Engineer's Report for the formation of the Citywide Lighting District and approved the levy and collection of assessments, beginning in Fiscal Year 2010-11.

To ensure appropriate allocation and annual levy of assessments based on proportional special benefits, the Citywide Lighting District established two benefit zones to separate general benefit and special benefit.

- Zone 1 includes properties along major thoroughfares and parcels that receive the general benefit of street lighting along arterial streets.
- Zone 2 includes properties in residential neighborhoods that specifically benefit from maintenance of street lighting on local streets.

In addition to the use of zones, an Equivalent Benefit Unit ("EBU") methodology was established to reflect the proportional special benefit of each parcel. The proportional special benefit calculation for each parcel is determined by land use, number of units, and acreage. Furthermore, a benefit multiplier factor is also employed to account for varying density levels of street lighting within the City, which ranges from a standard level of street lighting to no street lighting. Some areas in the City were developed with less lighting on their streets. These sparsely lit neighborhoods still receive special benefits from their local lights even though their overall lighting density is less than those streets with full lighting. As a result, these properties receive 20% of the standard lighting density and pay 20% of the annual assessment rate. Properties in areas of the City that do not have street lighting do not pay a street lighting assessment fee. This methodology has been in place since Fiscal Year 2010-11.

Moreover, as part of the District formation, an assessment range formula was also developed to provide reasonable increases and inflationary adjustments that are associated with providing improvements for the Citywide Lighting District. The maximum rates for the Citywide Lighting District are adjusted annually and are calculated independently of the Citywide Lighting District's annual budget. Although the City is allowed to increase the annual assessment rates to the maximum assessment rates, the proposed property owners' assessment rate will not increase to the maximum assessment rate allowed. In fact, the City has consistently kept the assessment rates lower than the allowed inflationary assessment rates, resulting in substantial savings to property owners over the years when compared to the Maximum Assessment Rates allowed.

DISCUSSION

The City’s Fiscal Year 2024-25 proposed budget for the Lighting District is \$1,432,000, of which, \$1,208,497 has been determined to be of special benefit to properties within the Citywide Lighting District based on the assessment methodology. However, the District was established to fund only a portion of this amount. As a result, the City will be contributing approximately 60%, or \$847,482, of the total street lighting budget, while the property owners (“District”) will pay about 40%, or \$584,518, of street lighting costs. The Citywide Lighting District budget for Fiscal Year 2024-25 includes a decrease of 1.01%, or \$14,600. The decrease is primarily due to a reduction in contract services. For Fiscal Year 2024-25, the annual assessment rate for a single-family property owner in Zone 1 will remain at \$23.00; and for a single-family property owner in Zone 2, the annual assessment rate will remain at \$39.16.

Using a single-family property as the baseline for the assessment, the table below shows the annual assessment rates levied in Fiscal Year 2023-24, and the Fiscal Year 2024-25 annual assessment rates for Zones 1 and 2:

	FY 23-24 Assessment Rate	FY 24-25 Assessment Rate	Maximum Allowed Assessment Rate
Lighting District Total Budget	\$1,446,600	\$1,432,000	\$1,432,000
Zone 1 (Arterial Lights) Sparse Lighting	\$23.00 (\$4.60)	\$23.00 (\$4.60)	\$25.30
Zone 2 (Local Lights) Sparse Lighting	\$39.16 (\$7.83)	\$39.16 (\$7.83)	\$43.01

Pursuant to the Landscaping and Lighting Act of 1972, notice for the date of the public hearing was published on June 6, 2024. As of the preparation date of this staff report, the City has not received any opposition to the proposed assessment rates for Fiscal Year 2024-25. The new assessment rates can only be adopted after the conclusion of the public hearing.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Fees collected under the Citywide Lighting District will help defray the total maintenance costs of lighting in the subject areas. Upon conclusion of the public hearing and adoption of the Engineer's Report, a total of \$584,518 will be levied and collected under the Citywide Lighting District. The levy will not exceed the cost of providing the subject services to the areas nor will the levy exceed the Maximum Assessment Rates allowed. The levy has been set to ensure that the cost to the property owner does not exceed the special benefit to that property. Based on the recommended assessments, the City of Arcadia will contribute \$847,482 to the street lighting system in Fiscal Year 2024-25.

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. 7577 confirming the Engineer's Report for the levy and collection of the Arcadia Citywide Lighting District No. 1 and the associated Assessment Diagram; and ordering the levy and collection of assessments for Fiscal Year 2024-25.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7577

RESOLUTION NO. 7577

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, CONFIRMING THE ENGINEER'S REPORT FOR THE LEVY AND COLLECTION OF THE ARCADIA CITYWIDE LIGHTING DISTRICT NO. 1 AND THE ASSOCIATED ASSESSMENT DIAGRAM; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2024-25

WHEREAS, the City Council of the City of Arcadia (the "City") pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2, Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "Act"), did by previous resolutions, initiate proceedings for levy and collection of assessments within the Arcadia Citywide Lighting District No. 1 (hereafter referred to as the "District"), and declared its intention to conduct a public hearing for the levy and collection of assessments within the District for Fiscal Year 2024-25 for the special benefits received by properties therein for the annual operation, maintenance, and servicing of street lighting improvements and appurtenant facilities related thereto in accordance with the provisions of the California Constitution Article XIID (the "Constitution"); and

WHEREAS, an Engineer's Report has been prepared, attached hereto as Exhibit "A", filed and presented to the City Council in connection with the proceedings for the levy and collection of assessments within the District for Fiscal Year 2024-25 as required by the Act and the Constitution; and

WHEREAS, the City Council has duly held a public hearing regarding these matters pursuant to the provisions of the Constitution; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2024 and ending

June 30, 2025 (Fiscal Year 2024-25), to pay a portion of the costs and expenses associated with the ongoing operation, maintenance, and servicing of improvements and appurtenant facilities related thereto that have been determined to be of special benefit to the properties within the District as described in the Engineer's Report.

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

SECTION 1. The preceding recitals are all true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair public hearing regarding the District and the levy and collection of assessments, and has considered all public testimony and written statements, protests and communications made or filed by interested persons.

SECTION 3. Based upon its review of the Engineer's Report, which has been filed with the City Clerk, the City Council hereby finds and determines that:

3a) The land within the District receives special benefit from the operation, maintenance and servicing of the street lighting improvements, and appurtenant facilities related thereto, to be provided by the District as described in the Engineer's Report.

3b) The District as defined by the Assessment Diagram contained in the Engineer's Report, includes all of the lands receiving such special benefit.

3c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services to be provided for Fiscal Year 2024-25.

SECTION 4. The City Council hereby orders the proposed improvements to be

made as described within the Engineer's Report. The improvements so described may include, but are not limited to, the materials, equipment, utilities, labor, contract services and incidental expenses necessary for the ongoing maintenance, operation and servicing of local street lighting improvements and appurtenant facilities within the District that provide special benefits to properties therein.

SECTION 5. The maintenance, operation, and servicing of improvements shall be performed pursuant to the Act, and for Fiscal Year 2024-25, the County Auditor of Los Angeles shall enter on the County Assessment Roll opposite each parcel of land the amount of levy established by the Engineer's Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 6. The adoption of this Resolution constitutes the levy and collections of assessments within the District for the fiscal year commencing July 1, 2024 and ending June 30, 2025, as described in the Engineer's Report and adopted by the City Council.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the assessments for Fiscal Year 2024-25 as contained in the Engineer's Report.

SECTION 8. The City Clerk is hereby authorized and directed to file the levy of assessments for Fiscal Year 2024-25 as approved, with the County Auditor of Los Angeles.

[SIGNATURE ON THE NEXT PAGE]

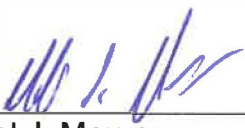
Passed, approved and adopted this 18th day of June, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



City of Arcadia

ARCADIA CITYWIDE LIGHTING DISTRICT NO. 1 2024/2025 ENGINEER'S REPORT

**Intent Meeting: June 4, 2024
Public Hearing: June 18, 2024**

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500|800.755.6864
F 951.587.3510|888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Arcadia Citywide Lighting District No. 1

**City of Arcadia,
County of Los Angeles, State of California**

This Report describes the Arcadia Citywide Lighting District No. 1 including the improvements, budgets, parcels and assessments to be levied for fiscal year 2024/2025, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Arcadia

By: _____

Chonney Gano
Project Manager

By: _____

Tyrone Peter
PE # C 81888

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I. INTRODUCTION

The Arcadia Citywide Lighting District No. 1 (hereafter referred to as the “District”) was formed in 2010 for the purpose of funding in part, the ongoing operation, maintenance and servicing of public lighting improvements within the City of Arcadia (hereafter referred to as the “City”) based on the proportional special benefits to properties within the City.

The District was formed to levy and collect annual assessments on the County tax rolls to fund such improvements and appurtenant facilities authorized pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code commencing with §22500* (hereafter referred to as the “1972 Act”). In conjunction with the authority of the 1972 Act, the assessments are calculated in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* (hereafter referred to as the “California Constitution”).

As part of the District formation, the City conducted a property owner protest ballot proceeding for the new special benefit assessments in accordance with the provisions of Government Code, Section 53753, and the California Constitution. In conjunction with this ballot proceeding, the City Council conducted a public hearing on July 20, 2010 to consider public testimonies, comments and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the July 20, 2010 public hearing, property owner protest ballots received were opened and tabulated. No majority protest existed.

On August 3, 2010, the City Council, by Resolution No. 6737, adopted the Engineer’s Report for the formation of the District, including the assessment diagram; ordered the formation of the District; approved the levy and collection of the assessments commencing in fiscal year 2010/2011, approved the assessment range formula as described in the formation Report; and ordered the improvements and services to be made.

This Engineer’s Report (hereafter referred to as “Report”) was prepared in connection with the establishment of the District and the levy and collection of annual special benefit assessments related thereto commencing in fiscal year 2010/2011, pursuant to Chapter 1, Article 4 beginning with §22565 of the 1972 Act and the provisions of the California Constitution. Said District shall include all lots and parcels of land within the City at the time this Report was prepared, the boundaries of which are coterminous with the City boundaries.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels of land and subdivisions within the City, the boundaries of which are coterminous with the City's boundaries and the metes and bounds that define the City boundaries are incorporated herein as the metes and bounds of this District. An Assessment Diagram incorporated herein under Part IV of this Report, outlines the boundaries of the District and the Zones therein. This diagram incorporates all lots, parcels and subdivisions of land within the District and Zones as they existed at the time this Report was prepared. The District generally includes all or a portion of the parcels identified on the following Los Angeles County Assessor's Parcel Map Books:

5378;5379;5382;5383;5385;5764;5765;5766;5769;5770;5771;
5772;5773;5775;5776;5777;5778;5779;5780;5781;5782;5783;
5784;5785;5787;5788;5789;5790;5791;8501;8503;8509;8510;
8511;8532;8538;8541;8545;8571;8572;8573;8586;8587

Within the boundaries of the District, two (2) Zones – Zone 01 and Zone 02 – have been established to identify parcels and areas within the District for reasons of separating general benefits from special benefits, and differentiating between special benefits and maintenance costs associated with street lighting along arterial streets versus non-arterial streets. It has been determined that the parcels within these Zones receive differing degrees of special benefits from the improvements and services to be provided by the District.

Zone 01 and Zone 02 were established to incorporate properties that receive direct and particular special benefits from streetlight improvements and services along arterial streets versus street lighting improvements and services that are along non-arterial streets. The two Zones within the District and the improvements and benefits associated with the properties therein are described in more detail in Part III (Method of Apportionment) of this Report.

B. DESCRIPTION OF IMPROVEMENT AND SERVICES

Improvements and Services Authorized by the 1972 Act

As generally defined by the 1972 Act and applicable to this District, the improvements and services and associated assessments may include but are not limited to some or all of the following:

The installation or construction of public lighting facilities;

The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, paving, or electrical facilities;

The acquisition of any existing improvement otherwise authorized pursuant to the 1972 Act;

The maintenance or servicing, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including but not limited to:

Repair, removal, or replacement of all or any part of any improvements;

The cleaning, sandblasting, and painting of improvements to remove or cover graffiti;

Electric current or other illuminating agent for any public lighting facilities;

The collection and accumulation of funds as reserves for the purpose of ensuing appropriate cash flow for operational activities and long-term maintenance expenses.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of this report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any expenses incidental to the issuance of bonds or notes;
- Costs associated with the proceedings held for the approval of a new or increased assessment.

Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.

District Facilities and Improvements

A detailed map and description of the locations and extent of the District's existing street lighting improvements are on file in the Office of Public Works Services Department, and by reference these documents are made part of this Report. The following table provides a summary of the streetlight inventory within the City at the time this Report was prepared:

Table 1
City of Arcadia Streetlight Inventory

Street Lighting	Edison-Owned Lights	City-Owned Lights	Total Lights
District-wide Streetlights (Arterial Streets)	915	547	1,462
District-wide Streetlights (Local Streets)	⁽¹⁾ 1,623	937	2,560
Total Streetlights	2,538	1,484	4,022

⁽¹⁾ The new streetlights, noted in FY 2023/2024 Engineer's Report, to be installed at on wood poles in the easterly alley off 1st Avenue, north of Santa Clara Street.

Note: There is a pending project for three (3) additional City-Owned streetlights to be installed on the east/west alley between Santa Anita Ave and First Ave.

Approximately sixty-three percent (63%) of the streetlights within the District are owned and maintained by Southern California Edison Company. The remaining thirty-seven percent (37%) of the streetlight facilities are owned by the City and are maintained by the City.

The maintenance and servicing of the Southern California Edison Company-owned streetlights is furnished by the Southern California Edison Company or by its successors or assignees. The rates charged by Edison include an Electric Delivery rate which contains the cost of moving energy from the grid to one's home or business and maintenance cost of the electric lines. SCE also charges Arcadia residents a CCA Cost Responsibility Surcharge which includes PCIA (the rate to recover costs of power purchased before residents joined

Clean Power Alliance), a Department of Water Resources Bond Charge to cover the cost of buying power for customers during the energy crisis, and a Competition Transition Charge (non-by-passable charge applicable to all existing and future SCE Bundled Service Customers, all Direct Access Customers, and all Departing Load Customers for recovery of SCE's transition costs).

The Energy for City-Owned streetlights is procured through the Clean Power Alliance and the rate charged to the City is not regulated and authorized by the CPUC. Clean Power rates are set by the Board of Directors.

While the annual cost of providing the Southern California Edison Company-owned streetlights versus the City-owned streetlights may vary slightly, the difference in annual cost per light is considered negligible and has no bearing on the benefits.

The maintenance, operation and servicing of the District lighting improvements generally includes the furnishing of labor, materials, equipment and electricity for the ordinary and usual maintenance, operation, and servicing of streetlights within the public right-of-ways and easements dedicated to the City. These activities include but are not limited to:

Regular maintenance and servicing the streetlight systems including, cleaning, sandblasting, repainting of poles and equipment to remove or cover graffiti and as needed prevent corrosion; repair or replacement of lighting standards, bulbs and fixtures; and furnishing of electric current or other illuminating agent.

Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including but not limited to lighting fixtures, poles, meters, conduits, electrical cable and relocation of streetlight facilities as necessary including the purchase and installation of related equipment and facilities.

Specifically not included in the District budget and the proportional special benefit assessments is the installation and construction of new streetlights and/or conversion of existing streetlights to decorative streetlights. Such projects and expenditures would be considered Capital Improvement Projects that are beyond the purpose of the assessments for this District. If such projects are needed or desired, the cost of such would require funding from other sources including but not limited to an additional special assessment on the affected properties and/or funds contributed by the City.

III. METHOD OF APPORTIONMENT

Based on the provisions of the 1972 Act and the California Constitution, this section of the Report summarizes an analysis of the general and special benefits provided by the City's existing street lighting improvements and services to be provided by the District; the resulting District structure (zones of benefit); the formulas used to calculate each parcel's proportional special benefit and assessment obligation, including multiplier factor, based on the entirety of the cost of providing the improvements (method of assessment); and the establishment of an inflationary formula for such assessments to address anticipated cost increases due to inflation (assessment range formula).

A. BENEFIT ANALYSIS

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include but are not limited to the construction, maintenance, operation, and servicing of public street lighting improvements and appurtenant facilities.

The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIID Section 2i defines Special Benefit as:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIID Section 4a defines proportional special benefit assessments as:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The method of apportionment (method of assessment) established herein is based on the premise that each assessed property receives special benefits from street lighting improvements and services that are funded by such assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits as outlined in the preceding definitions established in the 1972 Act and the California Constitution.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The District's improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District.

Zones of Benefit

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District will be established with benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

While the California Constitution requires that *"The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement..."*; it is reasonable to conclude that street lighting on arterial streets has been installed primarily for the purpose of nighttime traffic illumination and circulation, and will benefit both the community as a whole and the public at large. On the other-hand, local street lighting improvements are not required in all areas of the City, which is evident in the absence of street lighting within certain neighborhoods. Therefore, street lighting along non-arterial streets (local streetlights) provides special benefit to properties fronting these streets and was installed in connection with the development of such properties. However, these improvements are not mutually exclusive or typically isolated to a particular parcel but are rather shared and directly affect entire neighborhoods or groups of parcels. The location and extent of the specific local streetlight improvements in relationship to those neighborhoods or groups of parcels immediately adjacent or in close proximity to those improvements must be considered.

Therefore, as part of this analysis, the District includes two distinct Zones. Zone 1 includes all parcels that specially benefit from the maintenance of street lighting along arterial streets, and Zone 2 includes remaining parcels within the City that specially benefit from maintenance of street lighting along non-arterial streets (local streetlights). The creation of these two zones requires the apportionment of the total maintenance budget between these two zones, which necessitates the need to separately analyze each zone's maintenance costs to determine the portion of each zone's budget (identified in Part III) that is considered to be general benefit versus special benefit.

While the extent and location of local street lighting improvements in the City has typically resulted from property development or the specific needs of nearby properties, arterial streetlight improvements were installed first and foremost to improve the overall safety of the community and traffic circulation, and are more of an indirect result of property development. Therefore, a significant portion of the maintenance costs in Zone 1 is considered general benefit and will not be assessed against parcels within the District.

Based on a report completed by Meyer, Mohaddes Associates, in March 2006, regarding the City's Transportation Impact Fee Program, it is estimated that the number of vehicular trips generated by properties within the City account for approximately 57% of the total daily trips on the City's arterial streets, with 43% being pass-through trips from outside the City. Utilizing this information as part of the analysis for separating general benefits from special benefits, it is reasonable to conclude that 43% of the streetlight improvements and associated costs of the City's arterial streetlights can be identified as general benefit to the public at large. Likewise, it is reasonable to apply this same 43% trip rationale to the vehicular trips generated by properties within the City (57% of the total trips) to establish the general benefits associated with trips generated within the City that are conferred on real property located in the District ($43\% \times 57\% = 24.5\%$). Collectively this would suggest that approximately sixty-eight percent 67.5% ($43\% + 24.5\% = 67.5\%$) of the maintenance costs in Zone 1 are for general traffic related improvements along the City's arterial streets, which together improve the overall safety of the community at-large, and the properties therein and; therefore, are considered to be a general benefit and will not be assessed.

In reviewing the location and extent of the City's street lighting improvements and the relationship these improvements have to properties within the District, it has been determined that local streetlights (streetlights that are not located on arterial streets) were installed in connection with the development of nearby properties. As such, these local lighting improvements have a direct and particular relationship to, and provide special benefit to, the properties located in close proximity to those street lighting improvements and on those streets. The special benefit affects these properties in a way that is particular and distinct from its effect on other parcels and that real property in general and the public at large do not share. Furthermore, certain areas of the City do not have local street lighting, which provides further confirmation that local street lighting specially benefits properties in close proximity to such local street lighting. Therefore, since certain areas of the City forgo the need of local street lighting, the maintenance costs associated with local street lighting is not considered to be a general benefit.

The District Budget, incorporated herein under Part III of this Report, provides a summary of the total estimated cost of providing the streetlight improvements and the allocation of those costs as general benefit versus special benefit for each Zone of the District. Details regarding the location and extent of the street lighting improvements within the District and the Zones therein are on file in the Office of Public Works Services Department and by reference these documents are made part of this Report. A diagram showing the exterior boundaries of the District and the two Zones therein is attached and incorporated herein under Part IV (District Diagram) of this Report.

B. ASSESSMENT METHODOLOGY

In order to calculate and identify the proportional special benefit received by each parcel and their proportionate share of the improvement costs it is necessary to consider not only the improvements and services to be provided, but the relationship each parcel has to those improvements as compared to other parcels in the District.

Article XIID Section 4a reads in part:

“...The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement or for the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Street lighting, like most public improvements, provides varying degrees of benefit (whether they be general or special) based largely on the extent of such improvements, the location of the improvements in relationship to the properties, the specific use and size of each property, and the reason or need for such improvements as it relates to individual properties. In this District these issues are each considered in determining the proportional special benefit to each parcel by the use of benefit zones, the separation of general benefit and special benefit, and County land use designations. The specific use and size of each property is accounted for to reflect each parcel's need for such improvements and its reasonable cost of the proportional special benefit as compared to other properties that benefit from those improvements. Therefore, an equivalent benefit unit methodology is utilized to assess properties accordingly.

Equivalent Benefit Units

In addition to the use of Zones, the method of apportionment established for this District to reflect the proportional special benefit of each parcel utilizes a weighted methodology of apportionment typically referred to as an Equivalent Benefit Unit (EBU) methodology. This method of apportionment establishes the typical detached single-family home site as the basic unit of assessment. A single-family residential unit is assigned one (1.0) Equivalent Benefit Unit (EBU) and other property types (land uses) are proportionately weighted (weighted EBU) based on a benefit formula that equates each property's specific characteristics and special benefits to that of the single-family residential unit. This proportional weighting may be based on several considerations that may include, but are not limited to: the type of development (land use), development-status (developed versus undeveloped), size of the property (acreage or units), vehicular trip generation, street frontage, densities or other property related factors including any development restrictions or limitations; as well as the density of lighting associated with each property (addressed through the application of a benefit multiplier factor which is discussed in the next section).

For the improvements and assessments outlined in this Report, it has been determined that the most appropriate proportional special benefit calculation for each parcel is reasonably determined by three basic property characteristics:

Land use — Commercial/Industrial Use; Residential Use, Institutional Use, Vacant Land (Undeveloped Property), Public Property etc.;

Property Size — Acreage for non-residential properties; Units for residential properties. Property size (acreage or units) provides a definable and comparative representation of each parcel's proportional special benefit not only to similar types of properties but to other properties as well. The size of a property provides an appropriate and overall reflection of numerous considerations associated with each parcel's special benefits including vehicular trip generation, average street frontage and development densities.

Lighting Density —The amount of street lighting within the City is not uniform and varies from one area to the next, ranging from a standard level of street lighting to no street lighting in certain neighborhoods of the City. To account for this varying level of street lighting a benefit multiplier factor is applied, as discussed in the next section of this report entitled “***Benefit Multiplier Factor.***”

The following outlines the special benefits and equivalent benefit unit calculations to be applied to each of the various land use classifications identified for this District to establish each parcel's proportional special benefit compared to other parcels within each respective Zone of the District:

Single-Family Residential Property — This land use is defined as a fully subdivided residential home site with a single residential unit developed on the property. The special benefits that local street lighting provides to such properties include, but are not limited to:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

For purposes of establishing the proportional special benefits and equivalent benefit units for other land uses in this District, the single-family residential land use is designated as the basic unit of assessment and shall be assigned 1.000 EBU per parcel (unit).

Multi-Family Residential & Mixed Use Property — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the parcel. (This land use includes apartments, duplexes, triplexes, etc., but does not generally include condominiums, town-homes). This land use designation also includes properties identified by the County Assessor's Office as mixed use property for which there is more than one residential unit (known number of residential units) associated with the property and for which the parcel's primary use is residential, but may also include a commercial component or unit associated with that property. The special benefits that local street lighting provides to such properties include, but are not limited to:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

Although multi-family residential properties receive similar special benefits to that of single-family residential property and an appropriate and comparative calculation of proportional special benefits is reasonably reflected by the parcel's total number of residential units, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that multi-family units impact public infrastructure at reduced levels compared to a single-family residence, which is reflective of their reduced structure size, trip generation and need for various public improvements. Furthermore, as the density (number of units per parcel) increase, the average distance from the streetlight improvements tends to increase and the number of vehicular trips generated tends to decline because the population density per unit tends to decrease (largely because of reduced unit sizes). Based on these considerations, it is reasonable to conclude that the actual number of streetlights per unit is less than that of a single-family residential property and appropriate weighting of the proportional special benefit per unit for multi-family residential properties as compared to a single-family residential is best represented by the following sliding scale: 0.750 EBU per unit for the first 5 units; plus 0.625 EBU per unit for units 6 through 25; plus 0.500 EBU per unit for units 26 through 50; plus 0.375 EBU per unit for units 51 through 100; plus 0.250 EBU per unit for units 101 or above.

Condominium/Town-home Property — This land use is defined as a fully subdivided residential condominium or town-home parcel that typically has one residential unit associated with each Assessor's Parcel Number, but is part of a multi-unit development for which each condominium or town-home parcel shares or has common interest (common area) with the other residential parcels in that development. The special benefits that local street lighting provides to such properties include, but are not limited to:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

The development attributes of condominiums and town-homes tend to be a blend of the single-family residential and multi-family residential properties. Like multi-family residential properties, individual condominium and town-home units (individual parcels) within such developments may not have actual street frontage where the local streetlight improvements are located, but rather the common area lot which they share has street frontage. (In most cases, each residential unit fronts a private road or driveway that directly accesses the street where the local streetlight improvements are located). Because condominium and town-home properties represent individual residential units that are privately owned, like single-family residential properties these properties tend to be owner occupied with relatively fewer vacancies per unit than multi-family residential properties, which in turn represents greater average trip generation per unit than multi-family residential properties. However, because this property type usually has a much higher development density (greater number of units per acre) than single-family residential properties the actual number of streetlights per unit is clearly less than that of a single-family residential property.

In consideration of the special benefits associated with these properties and the development characteristics discussed above, it has been determined that an appropriate allocation of special benefit for condominiums, town-homes and similar residential properties is best represented by an assignment of 0.750 EBU per unit. (Because these parcels typically represent a single residential unit or small group of units that are each privately owned, no

adjustment for multiple units is applied to this land use as it is for multi-family residential properties).

Developed Commercial/Industrial Property — This land use is defined as a developed property with structures (buildings) that is used or may be used for commercial purposes, whether the structures are occupied or not. This land use does not include parcels for which the primary use of the property is considered residential or Hotels and Motels (transient residential). This land use classification includes most types of commercial enterprises including but not limited to commercial retail; food services; banks; shopping centers; recreational facilities; office buildings and professional buildings, as well as industrial properties including service centers; warehousing and manufacturing. This land use classification also includes any parcel that may incorporate a single residential unit, but is also used in whole or in part for commercial purposes. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas;

Improved nighttime ingress and egress to the property;

Increased accessibility and/or hours of operation that result from adequate nighttime lighting on the streets near or adjacent to the property; and

Greater nighttime visibility of the property and associated business with the property.

The presence of local street lighting or the lack thereof has a direct and distinct impact on commercial/industrial properties and the businesses associated with those properties. Utilizing trip generation data outlined by the Institute of Transportation Engineers Informational Report, Seventh Edition; commercial/industrial properties generate on average approximately four (4) times the daily vehicular trips per acre generated by a typical single-family residential property (9.57 trips per single-family residential unit compared to 42.32 trips per acre for commercial properties). While the actual daily trips generated by a particular commercial/industrial property may be greater or less than this average, it does provide a reasonable indicator of the proportionality of the special benefits associated with local street lighting for such properties. In support of this finding, an analysis of development densities in the City indicates that on average, single-family and condominium developments yield approximately 4.06 residential units per acre.

Although the preceding evaluations suggest that the direct proportional special benefits to commercial/industrial properties are reasonably reflected by an apportionment of 4.000 EBU per acre, because most commercial/industrial parcels represent a separate and independent commercial enterprise or business with immediate proximity to local street lighting, it has been determined that the proportional special benefit for any individual commercial or industrial parcel is at least equal to that of a single-family residential property. Therefore, a commercial/industrial parcel that is less than one-quarter of an acre in size shall be assigned 1.000 EBU (minimum EBU). Likewise, it is reasonable to conclude that there is a limit to the proportional special benefit that any single parcel receives from local streetlights (maximum EBU). In an analysis of the average street frontage and number of lights per acre for various land use classifications, it has been determined that commercial/industrial parcels shall not be assessed for any acreage greater than ten (10.00) acres, which sets the maximum EBU at 40.000 EBU for this land use classification.

Developed Hotel/Motel Property — Although Hotel/Motel Properties are certainly viewed as commercial enterprises, these properties have more significant nighttime use and traffic generation than other commercial/industrial properties that results from their transient residential activities. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas;

Improved nighttime ingress and egress to the property;

Increased use of the property that result from adequate nighttime lighting immediately adjacent to or near the property which is essential to the extended nighttime operation associated with these properties; and

Greater nighttime visibility of the property that improves potential customer attraction thereby increasing business activity and use of the property.

The presence of local street lighting or the lack thereof can have a direct and significant impact on hotel and motel properties because of their heightened nighttime use of the property. To reflect this increased proportional special benefit resulting from higher nighttime use and need for local street lighting as compared to other commercial/ industrial properties, the proportional special benefits and assessments for this land use classification shall be based on 6.000 EBU per acre. As with commercial/industrial properties, minimum and maximum acreage limits shall be applied in calculating each parcel's individual assessment. These acreage limits result in a minimum Equivalent Benefit Unit of 1.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 60.000 EBU for parcels greater than ten acres.

Developed Institutional Property — This land use is defined as developed private properties used for the purposes of public related services or activities, including but not limited to Colleges, Private Schools, Places of Worship, Day Care Centers, Fraternal Organizations, Hospitals, Convalescent or Retirement Homes, or other similar public service or assembly type properties. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

While properties in this land use classification are generally considered non-residential properties, it has been determined that this land use classification clearly receives less special benefit from local street lighting than commercial/industrial properties based on several considerations: they represent businesses/operations that provide public related or community services (educational, medical care, religious etc.); they are generally non-profit organizations; and they have significantly less nighttime use and associated trip generation. Based on the special benefits that local street lighting provides to such properties and in consideration of their limited nighttime use, the Equivalent Benefit Units applied to these

properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

Developed Public Property — This land use is defined as developed public or government-owned property used for public related services or activities, including but not limited to city facilities including parks, community centers, fire and police stations, and city offices; county or state offices and facilities; federal, state or county court facilities; US postal service facilities; public schools; public utility facilities or offices; or other similar developed public properties. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

While many of these properties have the potential to be converted or utilized as commercial or other non-residential enterprises, their purpose and function is specifically for public related services and activities and they generally have no or limited nighttime use and trip generation, which is similar to Institutional properties. Based on the special benefits that local street lighting provides to such properties and in consideration of their limited nighttime use, the Equivalent Benefit Units applied to these properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

The County Tax Collector's Office typically identifies these properties as "Non-Taxable" and does not generate tax bills for these properties and as a matter of practical application, the calculated special benefit and proposed assessment obligation for such properties cannot be collected through the secured tax roll in the same manner as other District assessments. Therefore, the only other alternative to the City is the option to direct bill these properties; otherwise, the total assessment amount applied to these properties would not be recovered and would be lost revenue. In any case, the total amount of maintenance cost allocated to these properties is directly related to special benefit received by these properties and may not be reapportioned to any other parcel(s) within the District.

Parking Lot/Limited Use Property — This land use classification is applied to developed privately-owned properties that the City considers not to be fully developed commercial/industrial, institutional or residential properties. This land use classification is typically applied to parcels that are identified as parking lots with limited or no buildings; but may also identify parcels that have limited or restricted non-residential use where the typical commercial/industrial or institutional classification is not applicable or appropriate. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety

Reduction in property-related crimes (dumping, graffiti, vandalism and loitering) commonly associated with poorly lighted areas;

Improved nighttime ingress and egress to the property; and

Potential increased use and trip generation that result from adequate nighttime lighting which promotes extended hours of operation.

Based on these special benefits and in consideration of use and need for local street lighting, the Equivalent Benefit Units applied to these properties shall be based on 1.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.250 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 10.000 EBU for parcels greater than ten acres.

Vacant Property — This land use is defined as property that has been identified as undeveloped, but has reasonable development potential (Few or no development restrictions). The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety; and

Reduction in property-related crimes (dumping, graffiti, vandalism and loitering) commonly associated with poorly lighted areas.

In an evaluation of the special benefits associated this land use as compared to that of developed properties it becomes evident that the proportional special benefits associated with vacant property are clearly less than those associated with developed properties. Although vacant properties derive special benefits from local street lighting, these special benefits are limited to the land (lot) itself. Conversely, approximately half of the direct and immediate special benefits for developed properties are related to the daily use or potential use of that property (specifically nighttime use). Based on these special benefit considerations and the direct advantages of local street lighting, the Equivalent Benefit Units applied to these properties shall be based on 0.500 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.125 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 5.000 EBU for parcels greater than ten acres.

Exempt Property (Parcel) — This land use identifies parcels where, for various reasons, it has been determined that the parcel does not and will not receive special benefits from street lighting improvements. This land use classification may include but is not limited to:

Lots or parcels identified as public streets and other roadways;

Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, or other publicly-owned or utility-owned land that serves the community or general public and are not considered or classified as developed public properties; and

Parcels of land that are privately owned, but cannot be developed independently from an adjacent property or is part of a shared interest with other properties, such as common areas, sliver parcels, bifurcated lots or properties with very restrictive potential or use.

Because these properties either provide a public service that is comparable to street lighting or they are dependent on another property or development, these types of parcels have no direct need for street lighting and are considered to receive no special benefits Therefore these parcel shall be exempt from assessment and are assigned 0.0000 EBU. However, these properties shall be reviewed annually by the assessment engineer to confirm the parcel's use.

Special Case Property — In many districts where multiple land use classifications are involved, there may be one or more properties where the standard land use classifications do not accurately identify the use and special benefits received from the improvements, or there may be factors related to that particular parcel that should be noted for review in subsequent fiscal years. The following are some examples of properties that may be classified as Special Case properties:

- Example 1: A parcel may be identified as a Vacant Property, however only a small percentage of the parcel's total acreage can actually be developed. In this case, an appropriate calculation would be based on the net acreage that can be utilized rather than the gross acreage of the parcel. Therefore the parcel is identified as a Special Case so that each year the parcel's proportional special benefit and assessment is accurately addressed utilizing the property's net acreage rather than gross acreage.

Example 2: The use of a particular property and its proportional special benefit is not in question, but there is some characteristic or issue regarding the property that should be noted or reviewed in future years.

Example 3: The most common reason for identifying a parcel as a Special Case is usually related to development. A property may be identified by the County as Vacant land, but the property is either being developed or has already been developed. Another example would be a property that would normally be identified as Vacant Land, but is being treated as Exempt Property because due to current and temporary development restrictions that will likely change in the future. In this case, this designation serves as a prompt to review the status of that property each year, and if and when the status of that property changes, the land use designation can be appropriately changed.

Therefore, the Equivalent Benefit Units assigned to Special Case Properties will vary depending on the circumstances and reasons for treating each particular property as a Special Case. The Equivalent Benefit Unit(s) assigned to each such parcel may be based on adjusted acreage, units or a combination of those factors. The City and/or the assessment engineer tasked with the administration of the District shall annually review each parcel designated as a Special Case Property and based on that review shall make appropriate adjustments to that property's land use and Equivalent Benefit Unit assignment as warranted.

The following is a summary of property types and the Equivalent Benefit Unit assignments described in the preceding discussion of Equivalent Benefit Units.

**Table 2:
Equivalent Benefit Unit Assignments**

Land Use	Benefit Unit Calculations		
Single Family Residential Property	1.000	per unit	
Multi-Family Residential & Mixed Use Property	0.750	per unit	(units 1-5)
	0.625	per unit	(units 6-25)
	0.500	per unit	(units 26-50)
	0.375	per unit	(units 51-100)
	0.250	per unit	(units greater than 100)
Condominium/Town-home Property	0.750	per unit	
Developed Commercial/Industrial Property	4.000	per acre	(minimum 1.000 EBU; maximum 40.000 EBU)
Developed Hotel/Motel Property	6.000	per acre	(minimum 1.500 EBU; maximum 60.000 EBU)
Developed Institutional Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Developed Public Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Parking Lot/Limited Use Property	1.000	per acre	(minimum 0.250 EBU; maximum 10.000 EBU)
Vacant Property	0.500	per acre	(minimum 0.125 EBU; maximum 5.000 EBU)
Exempt Property	0.000	per parcel	
Special Case Property	varied based on circumstances associated with each parcel		

Benefit Multiplier Factor

In addition to the initial assignment of EBUs based on a parcel's land use, number of units, and acreage, a Benefit Multiplier Factor is also employed to account for the varying density levels of street lighting within the City, which ranges from a standard level of street lighting to no street lighting in certain neighborhoods of the City. In addition, the use of a Benefit Multiplier Factor ensures that the differentiation in lighting density is captured as part of the special benefit findings for each parcel. A Benefit Multiplier Factor shall be applied to each parcel's EBU assignment to calculate the final net number of EBUs that will be used to determine the Maximum Assessment Rate per Zone, and each parcel's unique assessment. The following provides a description of the three different Benefit Multiplier Factors of 1.0, 0.20, and 0.00:

Benefit Multiplier Factor = 1.0

Parcels within the District that receive direct special benefits from local streetlight improvements that were installed in connection with the development of the parcel or would otherwise have been required or necessary for the development or future development of such property to its full and best use; and the overall proximity and spacing of local street lighting in the area is consistent with the City's typical density and spacing standards. Parcels with a Benefit Multiplier Factor equal to 1.0 may include, but is not limited to:

Parcels that are within 200 feet of a streetlight.

Parcels that are part of a single-family residential subdivision (tract) in which the average distances from a streetlight is less than 200 feet;

Parcels that are part of a residential subdivision other than a single-family residential subdivision (i.e., condominium projects, apartments or other residential properties) in which the street frontage for the development (common area lot or actual parcel) is within 200 feet of a streetlight.

Non-residential properties (parcels or overall developments) that are within 200 feet of a streetlight on a street that is adjacent to, used, or could be used to access the property. These properties include both developed and undeveloped properties.

Benefit Multiplier Factor = 0.20

Parcels within the District that receive direct special benefits from local streetlight improvements that were installed in connection with the development of the parcel or were installed specifically for the properties in that area, but the overall density of street lighting is approximately 20% of the standard lighting density, when compared to the lighting density of parcels with a benefit multiplier factor equal to 1.0. Therefore, the Benefit Multiplier Factor for these parcels equals 0.20. Parcels with a Benefit Multiplier Factor equal to 0.20 may include, but is not limited to:

Parcels that are part of a single-family residential subdivision (tract) in which the average distances from a streetlight is greater than 200 feet, but there are streetlights located along the street that the parcel fronts or along adjacent streets within the development (possibly lights on the perimeter of the development). (Note: parcels that are within such subdivisions that may be directly adjacent to or in closer proximity to a specific streetlight shall be assessed the same as other parcels in that subdivision);

Parcels that are part of a residential development other than a single-family residential subdivision (i.e., condominium projects, apartments or similar residential properties) in which the street frontage for the development (common area lot or actual parcel) is within 400 feet of a streetlight, but more than the 200 feet established for Zone 01.

Non-residential properties (parcels or overall developments) that are within 400 feet of a streetlight on a street that is adjacent to, used, or could be used to access the property. These properties include both developed and undeveloped properties.

Benefit Multiplier Factor = 0.00

Parcels within the District that have limited or no local streetlight improvements within their immediate proximity shall have a Benefit Multiplier Factor equal to 0.00 applied to their EBU assignment. Therefore, these properties shall not be assessed and, as part of the notice and ballot proceedings being conducted in connection with the formation of the District, the ballots for these properties shall reflect a zero (\$0.00) assessment amount.

C. ASSESSMENT RANGE FORMULA

Pursuant to the California Constitution Article XIID, the imposition of any new or increased assessment requires certain noticing and meeting requirements. However, Proposition 218 Omnibus Implementation Act states that an assessment is not considered an increased assessment if the assessment does not exceed an assessment formula adopted by the City in accordance with Article XIID of the California Constitution.

As part of the District formation and establishment of annual assessments to fund the ongoing operation, maintenance and servicing of those improvements within the District, an

Assessment Range Formula was developed. The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment that are inevitably associated with providing such improvements and activities. The Assessment Range Formula is defined by the following:

The “Maximum Rates” for this District shall be annually adjusted by an amount not to exceed three percent (3%) to establish the new Maximum Assessment Rates authorized for the District each fiscal year. (These new rates may be referred to as Adjusted Maximum Assessment Rates).

Beginning in the District’s second fiscal year (fiscal year 2011/2012) and each fiscal year thereafter, the Maximum Assessment Rates will be recalculated and new Adjusted Maximum Assessment Rates will be established for the fiscal year utilizing the Assessment Range Formula described above. The Adjusted Maximum Assessment Rates shall be calculated independently of the District’s annual budget and proposed assessments. Any proposed annual assessment (Rate per EBU) less than or equal to the Adjusted Maximum Assessment Rate for each respective Zone shall not be considered an increased assessment.

To impose a new or increased assessment other than the annual inflationary adjustment provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution Article XIID Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve such a new or increased assessment before that new or increased assessment may be imposed.

IV. DISTRICT BUDGET

A. BUDGET

The City’s streetlight maintenance budget identifies an estimate of anticipated annual expenses associated with the ongoing operation, maintenance and servicing of streetlight improvements that includes, but is not limited to maintenance of streetlights and related facilities, energy costs and incidental expenses. The City provided the estimated total annual cost of streetlight maintenance for fiscal year 2024/2025, an inventory of arterial streetlights, and the maintenance costs attributable to arterial streetlights. Table 3 provides the City’s streetlight maintenance budget for fiscal year 2024/2025 and Table 4 provide a detailed inventory of the arterial streetlights within the City of Arcadia as well as the maintenance cost associated with these arterial streetlights.

Table 3
City of Arcadia Streetlight Maintenance Budget

Description	FY 2024/2025
Salaries & Wages	\$315,200
Supplies	21,700
Contract Services	130,000
Electric	768,900
Vehicle Maintenance	24,000
City Liability Insurance	29,300
City Administration Services	120,700
POB Contribution	22,200
Total	\$1,432,000

Table 4
City of Arcadia Arterial Streetlight Maintenance Budget

Arterial Street	Number of Edison Lights	Number of City Lights	FY 2024/2025
Baldwin	177	107	\$64,770
Colorado	20	6	3,632
Duarte	122	1	605
Foothill	76	17	10,291
Huntington	52	237	143,463
Las Tunas	46	62	37,530
Live Oak	10	37	22,397
Lower Azusa Rd	12	0	0
Michillinda	51	16	9,685
Peck	14	0	0
Santa Anita	271	15	9,080
Second	19	1	605
Sunset	40	16	9,685
Campus	5	32	19,371
Total ⁽¹⁾	915	547	\$331,116

⁽¹⁾ Total may not foot due to rounding.

The budget for the District outlines the overall estimated annual cost to provide the District improvements per Zone, that portion of the costs that are considered to be general benefit and special benefit for each Zone, and the additional funding support from the City to establish the proposed initial maximum assessment rates to be applied to the various parcels within each Zone.

The District only partially funds the operation, maintenance and servicing of lighting improvements throughout the City that provide special benefits to properties within the City. The Fiscal Year 2024/2025 District budget is \$1,432,000, of which \$1,208,497 has been determined to be of special benefit to properties within the District based on the assessment methodology. However, the District is being established to fund only a portion of this amount equal to \$584,518. As a matter of policy, the City will contribute the remaining \$623,979 from the general fund and other revenue sources. Therefore, the City's contribution will not only reduce the assessments against the District's affected parcels, but it will further ensure that property owners are not assessed for more than their proportional special benefit.

Table 5
City of Arcadia Citywide Lighting District No. 1
Fiscal Year 2024/2025 Budget

	Total Budget	Zone 1 Arterial Lights	Zone 2 Local Lights
Arterial Lights	\$331,116	\$331,116	\$0
Local Streetlight Improvements	957,984	0	957,984
Annual Maintenance Budget	\$1,289,100	\$331,116	\$957,984
Administration ⁽¹⁾	\$142,900	\$36,736	\$106,164
Total Expense (see table above for breakdown)	\$1,432,000	\$367,851	\$1,064,149
City Contribution for General Benefit (67.5% of Primary) ⁽²⁾	(\$223,503)	(\$223,503)	\$0
Annual Maintenance Budget Less General Benefit ⁽³⁾	\$1,208,497	\$144,348	\$1,064,149
City Contribution for Special Benefit Reduction ⁽³⁾	(\$623,979)	(\$45,712)	(\$578,267)
BALANCE TO LEVY ⁽³⁾	\$584,518	\$98,636	\$485,882
Total Parcels	17,085	2,674	14,411
Parcels Levied	15,154	2,617	12,537
Total EBU Levied	16,696.14	4,288.54	12,407.61
Maximum Rates ⁽⁴⁾		\$25.30	\$43.01
Applied Rates ⁽⁴⁾		\$23.00	\$39.16

⁽¹⁾ Administration includes City Administration Services and POB Contribution. POB Contribution Fee new in Fiscal Year 2022/2023

⁽²⁾ The general benefit contribution applies to Arterial Streetlights only.

⁽³⁾ Totals may not foot due to rounding.

⁽⁴⁾ The District's Maximum Rates have an annual adjustment not to exceed three percent (3%). Maximum Rates were increased by 3% from the prior fiscal year. The Applied Rates are less than the Maximum Rates. Reference Section III C: Assessment Range Formula.

B. PARCEL ASSESSMENT CALCULATION

Pursuant to the provisions of the California Constitution, the proportionate special benefit derived by each parcel within the District and its corresponding assessment obligation shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement.

The following formulas are used to calculate each parcel's Levy Amount (proportional assessment obligation):

Step 1: Based collectively on the preceding discussion and findings, the estimated annual cost to provide the various District improvements have been allocated to each Zone and separated between general benefit and special benefit. Those improvement costs determined to be of general benefit shall not be assessed to properties within each Zone of the District and these costs are deducted from the total budget to establish the improvement costs determined to be of special benefit.

$$\text{Total Zone Budget} - \text{General Benefit Costs} = \text{Total Zone Special Benefit Costs}$$

Step 2: The Total Zone Budget minus any additional contributions from the City or other revenue sources establishes the "Balance to Levy" for that Zone. This Balance to Levy amount is the proportionately allocated to each parcel within the Zone based on their calculated EBU.

$$\text{Total Zone Budget} - \text{Additional City Contribution} = \text{Balance to Levy (Zone)}$$

Step 3: Each parcel's proportional special benefit is calculated based on the Equivalent Benefit Unit rationale previously discussed:

$$\text{Parcel's Land Use Benefit} \times (\text{Acreage or Units}) \times \text{Benefit Multiplier Factor} = \text{Parcel's EBU}$$

Step 4: The total number of Equivalent Benefit Units for the District and each Zone therein is determined by the sum of all individual EBU(s) applied to parcels that receive a special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for each Zone is established by taking the Balance to Levy in that Zone, and dividing that amount by the total number of EBU(s) for that Zone.

$$\text{Balance to Levy} / \text{Total EBU} = \text{Maximum Assessment Rate per EBU (per Zone)}$$

Step 5: This Assessment Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation.

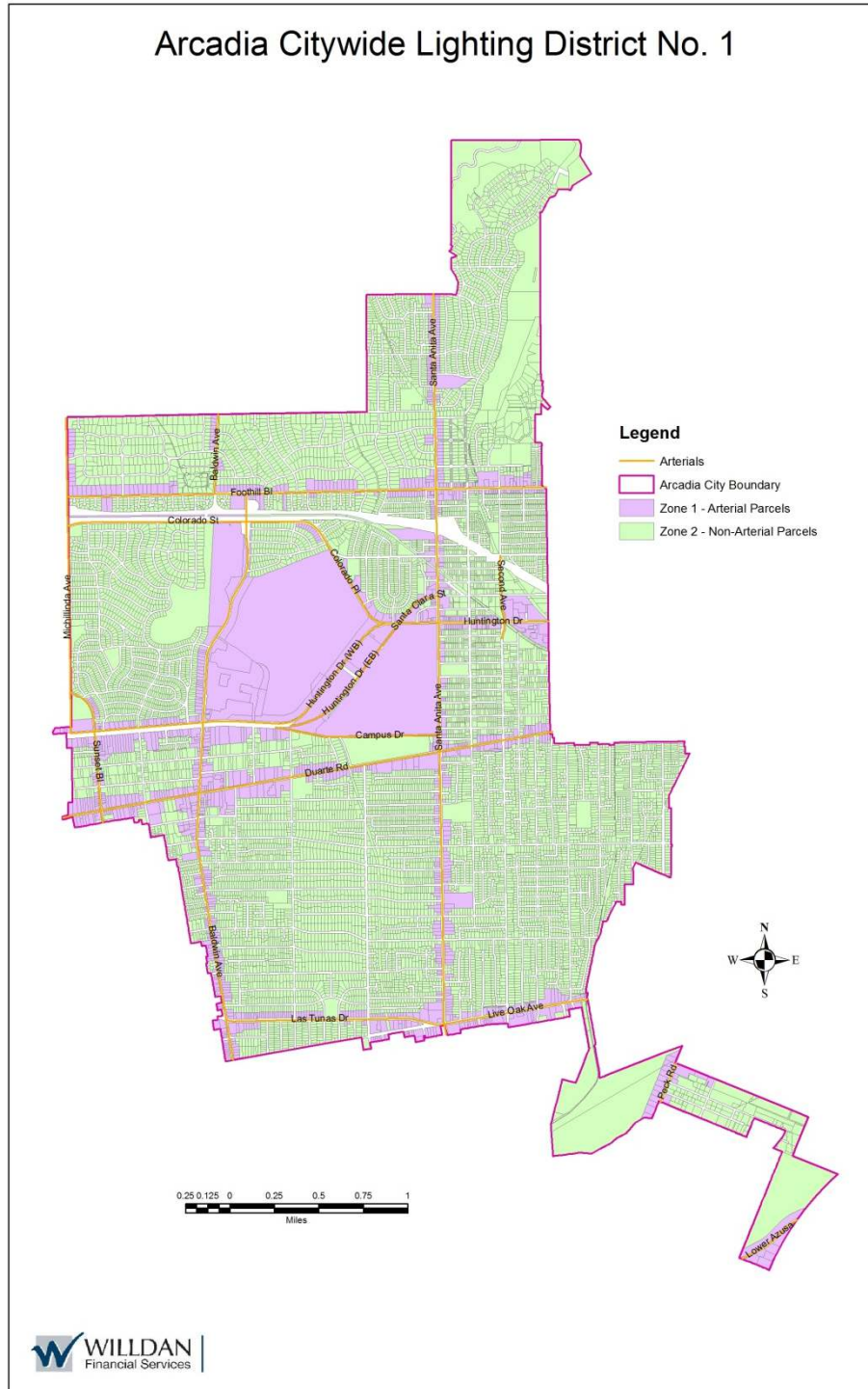
$$\text{Maximum Assessment Rate per EBU} \times \text{Parcel's EBU} = \text{Parcel's Assessment}$$

V. DISTRICT DIAGRAM

The parcels within the District consist of the lots, parcels and subdivisions of land within the City. The District Diagram identifies the boundaries of the District and the Zones therein, and is based on the Los Angeles County Assessor's Maps, the Los Angeles County Assessor's secured roll information and the street lighting improvements that existed at the time this Report was prepared. The combination of this Diagram and the Assessment Roll outlined in Part IV of this Report; collectively constitute the District's Assessment Diagram.

A copy of the District Diagram is provided on the following page. A full-size copy of this diagram is on file in the Office of Public Works Services Department, and by reference this diagram is made part of this Report.

ASSESSMENT DIAGRAM
CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



VI. ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is based on the District Diagram presented herein and available parcel maps and property data from the Los Angeles County Assessor's Office at the time this Report was prepared. A summary of the parcels to be assessed within this District along with the associated assessment amounts are provided herein. The actual assessment roll listing each of the parcels to be assessed within this District along with their respective assessment amounts have been provided to the City Clerk under a separate cover due to the voluminous number of properties to be assessed.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates described in this Report as approved by the City Council rather than a proportionate share of the original assessment.

The following is a summary of the land use classifications (parcels) and assessment amounts for the District and each Zone within the District as established by the assessment rates and method of apportionment previously described.

District-wide

LAND USE	PARCELS LEVIED	FY 2024/2025 EBUs	FY 2024/2025 ASSESSMENT ⁽¹⁾
COM	716	1,695.74	\$47,337
CONDO	4,084	3,043.80	102,421
HOT	10	88.92	2,575
INS	56	135.51	3,922
MFR	852	3,559.25	117,485
MIX	9	18.38	447
PKG	115	56.31	1,626
PUB ⁽¹⁾	12	11.96	453
SFR	9,250	8,065.20	307,560
SPC	4	3.46	82
VAC	46	17.62	609
GRAND TOTAL ⁽²⁾	15,154	16,696.14	\$584,516

⁽¹⁾ Includes SBE charges \$323.46.

⁽²⁾ Totals may not foot due to rounding.

Note: Variance in FY 2024/2025 Assessment amount due to rounding to nearest penny.

Zone 1

LAND USE	PARCELS LEVIED	FY 2024/2025 EBUs	FY 2024/2025 ASSESSMENT ⁽¹⁾
COM	402	1,179.97	\$27,139
CONDO	1,384	1,038.00	23,874
HOT	5	56.14	1,291
INS	32	85.66	1,970
MFR	188	1,354.98	31,165
MIX	8	16.88	388
PARKING	58	35.84	824
PUB	1	0.94	22
SFR	519	511.80	11,771
SPC	3	3.31	76
VAC	17	5.02	116
GRAND TOTAL ⁽¹⁾	2,617	4,288.54	\$98,637

⁽¹⁾ Totals may not foot due to rounding.

Note: Variance in FY 2024/2025 Assessment amount due to rounding to nearest penny.

Zone 2

LAND USE	PARCELS LEVIED	FY 2024/2025 EBUs	FY 2024/2025 ASSESSMENT ⁽¹⁾
COM	314	516	20,197
CONDO	2,700	2,006	78,547
HOT	5	33	1,284
INS	24	50	1,952
MFR	664	2,204	86,320
MIX	1	2	59
PARKING	57	20	802
PUB ⁽¹⁾	11	11	431
SFR	8,731	7,553	295,788
SPC	1	0	6
VAC	29	13	494
GRAND TOTAL ⁽²⁾	12,537	12,407.61	\$485,879

⁽¹⁾ Includes SBE charges \$323.46.

⁽²⁾ Totals may not foot due to rounding.

Note: Variance in FY 2024/2025 Assessment amount due to rounding to nearest penny.

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JUNE 6, 2024**

CALL TO ORDER - Mayor Verlato called the Study Session to order at 5:05 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Kwan, Wang, Cao, and Verlato

ABSENT: None

City Manager Lazzaretto explained the need to add an emergency item to the agenda under Closed Session, to address a letter received June 3 from Olivarez Madruga Law Organization, LLP on behalf of Smart Property II, LLC (Applicant), pertaining to Continued Public Hearing Item 9.a - Proposed 16-Unit Housing Development Project at 314-326 S. Second Avenue.

City Attorney Maurer explained to the City Council that to add a closed session item to the agenda, under Government Code Sections 54956.9(d)(2) pursuant to Section 54954.2(b) of the Brown Act, they would need to make the following two findings: (1) the need to take action tonight (2) and that the need to take action arose after the agenda was posted. The City Council determined they could make both required findings based on the posted agenda, and timing of the correspondence received after the agenda was posted.

A motion was made by Mayor Pro Tem Cao, seconded by Council Member Wang, and carried on a roll call vote to find that there is an immediate need to address a matter that arose after the agenda was posted, and to add the following item to the agenda under Closed Session:

Pursuant to Government Code Section 54956.9(d)(2) to confer with legal counsel regarding anticipated litigation.

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

NOES: None

ABSENT: None

PUBLIC COMMENTS

Mike Veerman, Arcadia resident and member of Creative Housing Options Arcadia ("CHOA"), appeared and expressed his interest and support to establish an inclusionary housing ordinance in Arcadia.

STUDY SESSION

- a. Report, discussion, and direction concerning the establishment of an inclusionary housing ordinance to require affordable housing in certain residential projects.

Assistant City Manager/Development Services Director Kruckeberg provided the PowerPoint Presentation.

After City Council discussion, a motion was made by Mayor Pro Tem Cao, and seconded by Council Member Cheng to bring this item back for further discussion in three months.

A substitute motion was made by Mayor Verlato, seconded by Council Member Kwan, to bring this item back for further discussion at the July 16, 2024, City Council Meeting.

A substitute motion was made by Council Member Cheng, seconded by Mayor Pro Tem Cao, and carried on a roll call vote to bring this item back for further discussion within three months' time, provided that staff is able to obtain answers to the requests for information presented by the City Council during the discussion.

AYES: Cao, Cheng, Kwan, Wang, and Verlato
NOES: Kwan and Verlato
ABSENT: None

b. Report, discussion, and direction regarding the City Council Certificate Policy.

This item was not discussed.

It was the consensus of the City Council to continue this item for discussion at the June 18, 2024, City Council Meeting.

The Study Session ended at 6:40 p.m.

CLOSED SESSION

a. Pursuant to Government Code Section 54956.9(d)(2) to confer with legal counsel regarding anticipated litigation.

No reportable action was taken.

The Closed Session ended at 7:02 p.m.

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

1. **CALL TO ORDER** – Mayor Verlato called the Regular Meeting to order at 7:12 p.m.
2. **INVOCATION** – Pastor Terrence Shay, Arcadia Police Department Chaplain
3. **PLEDGE OF ALLEGIANCE** – Mayor Verlato
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cheng, Kwan, Wang, Cao, and Verlato
ABSENT: None

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

City Attorney Maurer reported that prior to the Regular Meeting the City Council met in a Study Session to discuss the two items listed on the posted agenda; he indicated that Item a. - the establishment of an inclusionary housing ordinance, will be brought back to the City Council for further discussion; and that Item b – discussion of the City Council Certificate Policy, was continued to the June 18, 2024, City Council Meeting.

City Attorney Maurer furthered reported that by a unanimous vote, the City Council added a Closed Session item to the agenda due to a written threat of litigation received after the agenda was posted, and that there was a need for immediate discussion about that item pursuant to Government Code Section 54956.9(d)(2).

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto noted that a letter from Olivarez Madruga Law Organization, LLP, on behalf of Smart Property II, LLC (Applicant), was received and provided to the City Council regarding Continued Public Hearing Item 9.a - Proposed 16-Unit Housing Development Project; he stated that given the volume of speaker cards received for this item and the time Public Hearing Item 8.a is expected to take, he requested the City Council consider moving Continued Public Hearing Item 9.a ahead of Public Hearing Item 8.a.

7. PRESENTATIONS

- a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.

Mayor Verlato moved Continued Public Hearing Item 9.a ahead of Public Hearing Item 8.a.

9. CONTINUED PUBLIC HEARING

- a. Resolution No. 7563 affirming the Planning Commission approval of Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 for a 16-unit, contemporary style, multi-family residential condominium development at 314-326 S. Second Avenue.

CEQA: Exempt

Recommended Action: Uphold Planning Commission Approval

City Manager Lazzaretto noted that Continued Public Hearing Item 9.a was being resumed from the May 7, 2024, City Council Meeting, for follow-up questions or comments on the proposed project.

Mayor Verlato opened the continued public hearing.

Philip Chan, Applicant on behalf of the property owner, Smart Property II, LLC, appeared and thanked the City Council for their review and feedback on the proposed project; he stated that the property owner is willing provide current tenants three months advance notice to vacate the property, to include waiving rent costs during those months, pending project approval; he noted a letter from the owner's representative sent to the City Council and City staff, stating his position on this matter; and requested the City Council uphold the Planning Commission's approval.

In response to Council Member Cheng's inquiry, Mr. Chan noted that the property manager is in attendance; and restated that the property owner will provide tenants three months' notice to vacate and that during that period, tenants would not be required to pay rent.

Ronnie Rudolph, Property Manager, appeared and indicated that more than half of the long-term tenants have moved out; that the current tenants have a month-to-month agreement and are paying market value rent; he reiterated what Mr. Chan stated and added that security deposits would be returned to tenants; and he stated that only the property owner could commit to any future changes in rent amounts for any tenants remaining on property.

In response to Council Member Wang's comments, Mr. Rudolph indicated that the owner's intent is to leave tenants in place pending demolition permits.

Andrew Cook, an Arcadia resident, appeared and thanked the City Council for providing an overview of the proposed project last month; he expressed his concerns about the project; and shared the impact tenants are experiencing during this time.

Laura Moncada, an Arcadia resident, appeared and shared her experience since moving into the building in 2023; she expressed concerns about property maintenance; she spoke about the need for affordable housing; and she urged the City Council to reconsider the proposed project.

In response to Council Member Cheng's inquiries, Ms. Moncada indicated that the roof leaked during the rainy season and that Management placed a tarp over the affected area.

Stephanie Howe, an Arcadia resident, appeared and stated that Management and the property owner have not maintained the building; she indicated that repairs are needed throughout the building; and she provided the City Council photos and a letter outlining the damages to her unit.

In response to Council Member Kwan's inquiry, Ms. Howe indicated that she would like the property owner to provide safe and habitable units.

In response to Council Member Cheng's comments, Mr. Rudolph explained that tarps were intended as a temporary solution; and he indicated that the (landscaping) sprinklers did not work and the property was in disarray when purchased.

Mayor Verlato requested this item be continued to allow Code Enforcement to inspect the property for any violations, allowing the property owner to correct any violations before the next Public Hearing, and for the property owner to consider delaying the three-month notice to vacate by an additional 12 months, following project approval by the City Council.

In response to Council Member Wang's inquiry, Mr. Rudolph indicated that not every tenant pays rent on time; that he is responsive to the tenants' maintenance concerns; and indicated that he is limited on the level of repairs and maintenance provided.

In response to Council Member Kwan's comment, Mr. Rudolph agreed that interested applicants should be notified of the demolition; he stated that he was unaware that the building was being demolished until February 2024, which is when notices were provided to tenants.

Mr. Chang stated that he will speak to the property owner to address the issues that were discussed; he indicated that the project approval process is very difficult and that certain concerns such as traffic, mass, and height compatibility should have been addressed during the Arcadia's Development Code update; he noted that he will work with the management company to address the tenant's property maintenance concerns.

Mayor Verlato closed the continued public hearing.

After City Council discussion, a motion was made by Council Member Verlato, seconded by Council Member Wang, and carried on a roll call vote to continue this item to July 18, 2024, at 4:00 p.m. in the City Council Chambers, to allow Code Enforcement to inspect the property within the bounds of the City's authority, giving the property owner the opportunity to correct any violations.

AYES: Verlato, Wang, Kwan, Cheng, and Cao
NOES: None
ABSENT: None

8. PUBLIC HEARING

- a. Resolutions relating to the adoption of the Fiscal Year 2024-25 Operating Budget and the Fiscal Years 2024-25 through 2028-29 Capital Improvement and Equipment Plan.

Resolution No. 7573 adopting a budget for Fiscal Year 2024-25 and appropriating the amounts specified therein as expenditures from the various funds.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7574 adopting a Capital Improvement and Equipment Plan for Fiscal Years 2024-25 through 2028-29.

CEQA: Not a Project

Recommended Action: Adopt

City Manager Lazzaretto provided the PowerPoint presentation.

Mayor Verlato opened the public hearing

Fiona Tai appeared and commended the City on its proposed budget.

Mayor Verlato closed the public hearing.

After City Council discussion, a motion was made by Mayor Pro Tem Cao, seconded by Council Member Kwan, and placed on a roll call vote to adopt:

Resolution No. 7573 adopting a budget for Fiscal Year 2024-25 and appropriating the amounts specified therein as expenditures from the various funds; and

Resolution No. 7574 adopting a Capital Improvement and Equipment Plan for Fiscal Years 2024-25 through 2028-29.

AYES: Cao, Kwan, Cheng, Wang, and Verlato
NOES: None
ABSENT: None

10. PUBLIC COMMENT

Fiona Tai, a resident of Los Angeles County, appeared and requested Arcadia's assistance with the Los Angeles County Water Department, to complete the permit process needed to complete her accessory dwelling unit.

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

Council Member Wang provided a report on the various events that she attended or will be attending as a representative of the City.

Council Member Cheng provided a report on the various events that he attended or will be attending as a representative of the City; he thanked his colleagues for their commitment to the City; he thanked City staff for working tirelessly during the pandemic; and shared a special moment he experienced at the Southern California Chinese Lawyers Association's 49th Anniversary Installation & Awards Banquet ("SCCALA").

Mayor Pro Tem Cao provided a report on the various events that he attended or will be attending as a representative of the City; and announced that June 2 was National Cancer Survivors Day and shared the significance of that day.

Council Member Kwan announced that on May 29 she attended the Welcome Reception for Sandra Chen Lau, new president of the USC Arcadia Hospital Foundation; she noted that Mexico has a new female president; she commended women leadership; and congratulated Arcadia High School Class of 2024.

Mayor Verlato provided a report on the various events that she attended or will be attending as a representative of the City; she announced that June 13 is the State of the City; that June 29 is the Downtown Arcadia Improvement Association's Patriotic Festival & Fireworks event; she stated that the City continues to have issues addressing homelessness in Arcadia; and she spoke about a fatality in Monrovia resulting from an altercation between two unhoused individuals and a neighbor, expressing her condolences to the family of the deceased.

City Attorney Maurer noted that the California Attorney General issued a formal opinion that State of the City addresses are subject to the Brown Act, if a quorum of the City Council attends.

12. CONSENT CALENDAR

a. Regular Meeting Minutes of May 21, 2024.

CEQA: Not a Project

Recommended Action: Approve

b. Resolution No. 7562 setting service rates for the collection of residential refuse and recyclables pursuant to Section 5120.7 of the Arcadia Municipal Code for Fiscal Year 2024-25.

CEQA: Not a Project

Recommended Action: Adopt

c. Resolutions relating to the General Municipal Election to be held on Tuesday, November 5, 2024.

Resolution No. 7566 calling for a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of members of the City Council in Electoral Districts 1 and 4 as required by the laws governing charter cities.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7567 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the California Elections Code.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7568 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 5, 2024.

CEQA: Not a Project

Recommended Action: Adopt

- d. Resolutions initiating proceedings for the annual levy and collection of assessments, approving the Preliminary Engineer's Report, declaring intention to levy and collect assessments for Fiscal Year 2024-25, and appointing a time and place for a public hearing for the Arcadia Citywide Lighting District No. 1.

Resolution No. 7569 initiating proceedings for the annual levy and collection of assessments for the Arcadia Citywide Lighting District No. 1 pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code and ordering the preparation of the Engineer's Report.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7570 approving the Preliminary Engineer's Report of Willdan Financial Services for the Arcadia Citywide Lighting District No. 1.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7571 declaring its intention to levy and collect assessments within the Arcadia Citywide Lighting District No. 1 for Fiscal Year 2024-25 and appointing a time and place for a public hearing.

CEQA: Not a Project

Recommended Action: Adopt.

- e. Resolution No. 7575 establishing an appropriation limit for Fiscal Year 2024-25 pursuant to Article XIII-B of the California Constitution.

CEQA: Not a Project

Recommended Action: Adopt

- f. Agreement for services with the Arcadia Chamber of Commerce for Fiscal Year 2024-25 in the amount of \$97,900.

CEQA: Not a Project

Recommended Action: Approve

- g. Three-Year contract extension with SoCal Mailing Services for outgoing mail services in an amount not to exceed \$115,000 annually.

CEQA: Not a Project

Recommended Action: Approve

- h. Statement of Investment Policy for Fiscal Year 2024-25.
CEQA: Not a Project
Recommended Action: Approve
- i. Directing City Manager review of the City's Conflict of Interest Code pursuant to the Political Reform Act of 1974.
CEQA: Not a Project
Recommended Action: Approve
- j. Purchase Order with Clean Energy for the purchase of Compressed Natural Gas ("CNG") fuel for the City's fleet in an amount not to exceed \$150,000.
CEQA: Not a Project
Recommended Action: Approve
- k. Purchase Order with TruePoint Solutions for annual hosting and support services for the TrueBill utility billing software for Fiscal Year 2024-25 in the amount of \$54,000.
CEQA: Not a Project
Recommended Action: Approve
- l. Extension to the Purchase Order with Waterline Technologies, Inc. for the purchase and delivery of sodium hypochlorite for the disinfection of the City's municipal water supply in the amount of \$136,434.37.
CEQA: Not a Project
Recommended Action: Approve

It was moved by Mayor Pro Tem Cao, seconded by Council Member Cheng, and carried on a roll call vote to approve Consent Calendar Items 12.a through 12.l.

AYES: Cao, Wang, Cheng, Kwan, and Verlato
NOES: None
ABSENT: None

13. CITY MANAGER

- a. Appointment to the LA Metro Transportation Authority/San Gabriel Valley Service Council.
CEQA: Not a Project
Recommended Action: Make Appointment

City Manager Lazzaretto presented the Staff Report.

Temple City Council Member Ed Chen appeared and explained why he is interested in appointment to the LA Metro Transportation Authority/San Gabriel Valley Service Council; and requested the City Council's support.

Council Member Cheng nominated Temple City Council Member Ed Chen. Mayor Pro Tem Cao concurred.

Seeing no other nominations, it was the consensus of the City Council that Temple City Council Member Ed Chen be selected to represent Arcadia/El Monte/Temple City to the LA Metro Transportation Authority/San Gabriel Valley Service Council, for a term beginning July 1, 2024.

14. ADJOURNMENT

The City Council adjourned the meeting at 9:47 p.m. to Tuesday, June 18, 2024, at 6:00 p.m. in the City Council Conference Room.



Linda Rodriguez
City Clerk



STAFF REPORT

Public Works Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, P.E., Interim Principal Civil Engineer

SUBJECT: RESOLUTION NO. 7576 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

On April 28, 2017, the Governor signed Senate Bill ("SB") 1, which is known as the Road Repair and Accountability Act of 2017. SB 1 was enacted to address funding deficiencies for municipalities to perform routine maintenance and rehabilitation, and to address safety concerns on local streets and roads. In November 2017, the City started receiving Road Maintenance and Rehabilitation Account ("RMRA") funding. For the City to continue to receive this funding, Arcadia must identify specific projects and show proof that the funds are budgeted in the City's Fiscal Year 2024-25 Capital Improvement Program ("CIP").

It is recommended that the City Council adopt Resolution No. 7576, adopting a list of projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017. The total budgeted amount of RMRA funding included in the Fiscal Year 2024-25 CIP for street and road repairs is \$1,200,000.

BACKGROUND

On April 28, 2017, Governor Jerry Brown signed SB 1 to address road maintenance, rehabilitation, and critical safety projects on local streets and roads. SB 1 is funded through an increase in gasoline fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees. A percentage of the new RMRA funding has been apportioned by formula to eligible cities and counties to enhance existing street Maintenance of Effort ("MOE") levels. The MOE for each City was established by the State Controller's Office and is based on the average amount of monies spent on local-street and road projects, during Fiscal Years 2015-16, 2016-17, and 2017-18.

To receive RMRA funding, the City must continue to budget and spend the amount of discretionary funds on street improvement projects, based on the three-year average. The idea behind this is for cities to continue current funding levels to improve streets and roads and enhance this effort with the additional RMRA funding.

The City of Arcadia's three-year average MOE is \$2,015,411. A total of \$2,531,272 in street related General Fund expenditures were reported during the previous reporting period, exceeding the MOE average and making the City eligible for receiving RMRA funding this year. It is estimated that the City of Arcadia will receive approximately \$1,473,529 in RMRA funding in Fiscal Year 2024-25. It is important to note that while other transportation funds including Measure R, Measure M, and Highway Users Tax Act ("HUTA") may be used for street maintenance and rehabilitation, such funds may not be used to meet the MOE three-year average requirement.

RMRA funds can only be used for projects that include road maintenance and rehabilitation, road safety projects, railroad grade separations, traffic control devices, and complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects.

DISCUSSION

Prior to receiving an apportionment of RMRA funds, the City must annually submit a list of proposed projects that will utilize RMRA funds in the following Fiscal Year, to the California Transportation Commission ("CTC"). Subsequently, the proposed projects must be approved and adopted as part of the City's Operating or CIP budgets, or subsequently amended into the budget. The following project proposed for submission to the CTC to receive RMRA funding is included in the City's Fiscal Year 2024-25 Capital Improvement Program:

Fiscal Year 2024-25 Pavement Rehabilitation Program – The project will resurface approximately 0.84 miles of City roadways with rubberized asphalt. Roadway segments include Flower Street (from La Porte Street to St. Joseph Street), La Porte Street (from Santa Anita Avenue to First Avenue), La Porte Street (from First Avenue to Second Avenue), La Cadena Avenue (from Huntington Drive to Duarte Road), and Old Oak Lane (from north end of cul-de-sac to Rodeo Road). Other repair items to be included in the proposed project schedule are localized asphalt concrete dig-out repairs and minor repairs to concrete curb and gutters, sidewalks, and cross gutters.

ENVIRONMENTAL ANALYSIS

This action of adopting a list of proposed funding allocations does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. CEQA will be reviewed, as appropriate, for each item listed in the proposed resolution when those plans are effectuated.

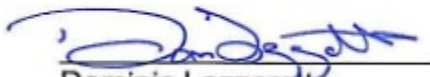
FISCAL IMPACT

The total amount of RMRA funding that will be included in the Fiscal Year 2024-25 Capital Improvement Program for street and road repairs is \$1,200,000. It has been estimated that the City of Arcadia will receive approximately \$1,473,529 in funds from RMRA; any unused funds from the upcoming Fiscal Year can be carried over and used in following years.

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. 7576 adopting a list of projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7576

RESOLUTION NO. 7576

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (“SB1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Arcadia are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Arcadia must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Arcadia, will receive an estimated \$1,473,529 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City of Arcadia is receiving SB 1 funding and such funding will enable the City of Arcadia to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Arcadia has undergone a robust public process to ensure

public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Arcadia used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Arcadia maintain and rehabilitate streets/roads throughout the City of Arcadia this year and continue similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Road Needs Assessment found that the City of Arcadia streets and roads are in a "Lower Risk" condition, and this revenue will help us increase the overall quality of our road system, and over the next decade will bring our streets and roads into a "Good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits Statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

1. **Fiscal Year 2024-25 Pavement Rehabilitation Program:** The project is to be adopted into the City's Fiscal Year 2024-25 Capital Improvement Program.

- a. **Anticipated Funding Sources:** RMRA fund \$1,200,000
- b. **Project Description:** This project will resurface approximately 0.84 miles of City roadways with rubberized asphalt. Work includes pavement rehabilitation/reconstruction to extend the roadway service life. Other repair items to be included in the scope of work are localized AC dig-out repairs and minor repairs to concrete curb and gutter, sidewalk, and cross gutters. All striping and pavement markers will be installed upon completion of the paving.
- c. **Project Location:**
 - Flower Street (from La Porte Street to St. Joseph Street)
 - La Porte Street (from Santa Anita Avenue to First Avenue)
 - La Porte Street (from First Avenue to Second Avenue)
 - La Cadena Avenue (from Huntington Drive to Duarte Road)
 - Old Oak Lane (from North End of Cul De Sac to Rodeo Road)
- d. **Proposed Schedule:**
 - Start construction in Summer 2025
 - Complete construction in the Winter 2025
- e. **Estimated Useful Life:** 20 years.

SECTION 3. The adoption of this Resolution constitutes the approval of the foregoing projects to be submitted to the California Transportation Commission.

SECTION 4. The City Manager, or his designee, is hereby authorized to execute all documents necessary to implement and secure any and all funds that may become available to the City from RMRA.

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

Passed, approved, and adopted this 18th day of June, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Office of the City Manager

DATE: June 18, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7578 SUPPORTING THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

During the April 16, 2024, City Council Meeting, Mayor Verlato received support from two City Council Members to place an item on a future agenda regarding a petition that was submitted for the 2024 Statewide General Election. The petition in question is the Homelessness, Drug Addiction, and Theft Reduction Act (23-0017 A1), which is a proposed reform measure to Proposition 47.

As of June 11, 2024, the Secretary of State's final random sample count shows the initiative will exceed the required number of signatures needed to qualify for the 2024 General Election. As a result, it is recommended that the City Council adopt Resolution No. 7578 in support of the Homelessness, Drug Addiction, and Theft Reduction Act for the 2024 General Election.

HISTORY

During the April 16, 2024, City Council Meeting, Mayor Verlato received support from two City Council Members to place an item on a future agenda regarding a petition that was submitted for the 2024 Statewide General Election. The petition in question is the Homelessness, Drug Addiction, and Theft Reduction Act (23-0017 A1), which gathered over 910,000 signatures of support. This item was first brought to the City Council on May 21, 2024, with a projected number of valid signatures totaling 176,653, well short of the 519,319 signatures needed to qualify for the Statewide General Election. Therefore, at the time, it was recommended that the City Council receive and file the report, supporting this measure or another effort to modify Proposition 47 in future election cycles.

The intent behind Proposition 47 was to reduce incarcerations and the affiliated costs for non-violent offenses, reinvesting those resources into victim services, drug and mental

health treatment, and K-12 programming for at-risk youth. After nearly a decade of implementation, it appears that Proposition 47 paved a path for repeat offenders engaged in retail theft, burglary, drug trafficking, and other offenses. The City of Arcadia and many cities in the region had taken a stance to oppose Proposition 47 at the time it was placed before the voters, for this very reason.

DISCUSSION

The proponents of the Homelessness, Drug Addiction, and Theft Reduction Act (the “Act”) crafted this initiative to reform Proposition 47, which was approved by voters in 2014 and reclassified certain non-violent felonies to misdemeanors. Some of the recategorizations from felonies to misdemeanors included property crimes with damages less than \$950 and simple drug possession charges. Importantly, Proposition 47 allowed for the resentencing or retroactive reclassification of certain felonies to misdemeanors. Felonies that are eligible for resentencing or reclassification into misdemeanors include forgery and bad checks, commercial burglary, petty theft with prior convictions, grand theft, possession of stolen property, and possession of a controlled substance. The primary objective of the Act is to:

- Authorize felony charges for the possession of certain drugs, especially fentanyl, and thefts under \$950 for anyone with two prior drug or theft convictions.
 - Defendants who plead guilty to felony drug possession and complete treatment are eligible to have those charges dismissed.
- Extend sentences for certain theft and drug crimes.
- Use any cost savings from the shift in programming towards new felony treatment programs.

Per the random sample results from the Secretary of State’s Office on June 11, 2024, the initiative’s projected number of valid signatures has increased to 652,100, with 15 more counties reporting their sampling results. This new number of projected signatures exceeds the 519,319 requirement, extending well beyond the 110% threshold needed to skip the full signature check process. Based on the results from the June 11 sampling report, this measure has obtained the required number of signatures to qualify for the 2024 Statewide Election. It is recommended that the City Council adopt Resolution No. 7578 in support of this measure for the 2024 General Election.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no impact to the City's budget by issuing a resolution of support for this initiative.

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. 7578 in support of the Homelessness, Drug Addiction, and Theft Reduction Act for the 2024 General Election.

- Attachment No. 1: Resolution No. 7578
- Attachment No. 2: Initiative Statute 23-0017 A1 – Random Sample Results (6/11/2024)
- Attachment No. 3: Initiative Statute 23-0017 A1 - Random Sample Results (5/14/2024)
- Attachment No. 4: Initiative Statute 23-0017 A1 - Random Sample Results (5/10/2024)
- Attachment No. 5: Ballot Measure Text - Homelessness, Drug Addiction, & Theft Reduction Act

RESOLUTION NO. 7578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA,
CALIFORNIA, SUPPORTING THE HOMELESSNESS, DRUG
ADDICTION, AND THEFT REDUCTION ACT

WHEREAS, Proposition 47 achieved notable success in making California's criminal justice system more equitable, but Prop 47 also led to unintended consequences over the past decade; and

WHEREAS, Unintended consequences of Prop 47 include repeat and organized retail theft, retail store closings, and challenges in providing effective drug and mental health treatment; and

WHEREAS, These unintended consequences can only be corrected by the voters at the ballot box with amendments to Prop 47; and

WHEREAS, Initiative 23-0017A1, the Homelessness, Drug Addiction, and Theft Reduction Act has been deemed qualified by the California Secretary of State for the 2024 General Election; and

WHEREAS, Rampant retail theft is harming businesses and residents in California because of the lack of compelling consequences; and

WHEREAS, This measure will hold repeat offenders accountable for the safety of California communities rather than putting them back on the streets; and

WHEREAS, The fentanyl crisis has reached alarming levels and was responsible for 6,473 deaths in California in 2022, according to the California Department of Public Health; and

WHEREAS, The Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in

sentencing drug traffickers; and

WHEREAS, The Homelessness, Drug Addiction, and Theft Reduction Act provides critical mental health, drug treatment services, and job training within the State's justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and

WHEREAS, California is overdue for meaningful reforms to its justice system that will help ensure its communities are safe.

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

SECTION 1. The City Council of the City of Arcadia expresses support for the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

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

[SIGNATURES ON NEXT PAGE]

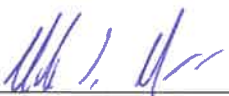
Passed, approved, and adopted this 18th day of June, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

1959. ALLOWS FELONY CHARGES AND INCREASES SENTENCES FOR CERTAIN DRUG AND THEFT CRIMES. INITIATIVE STATUTE.

COUNTY	PETITION FILED	SOS REC'D	SOS REC'D	RAW COUNT	RANDOM SAMPLE/ FULL CHECK	VALID SIGNS	INVALID	DUP.	VALID OR		%
	W/COUNTY	RAW	RANDOM						PROJ.	VALID	
1. ALAMEDA	04/19/24	05/01/24	05/20/24	47,939	1,439	1,194	245	0	39,777		83.0%
2. ALPINE	04/08/24	04/23/24	04/23/24	2	2	1	1	0	1		50.0%
3. AMADOR	04/19/24	04/19/24	05/14/24	1,358	500	454	46	0	1,233		90.8%
4. BUTTE	04/19/24	04/19/24	05/03/24	4,988	500	420	80	0	4,190		84.0%
5. CALAVERAS	04/18/24	04/18/24	04/30/24	844	500	446	54	1	752		89.1%
6. COLUSA	04/18/24	04/18/24		289					0		0.0%
7. CONTRA COSTA	04/19/24	04/24/24	06/06/24	22,773	683	583	100	0	19,439		85.4%
8. DEL NORTE	04/18/24	04/22/24	05/16/24	296	296	249	47	0	249		84.1%
9. EL DORADO	04/18/24	04/23/24	05/20/24	4,849	500	430	70	0	4,170		86.0%
10. FRESNO	04/18/24	04/23/24	05/21/24	25,815	774	521	253	0	17,377		67.3%
11. GLENN	04/19/24	04/24/24	05/06/24	847	500	378	122	1	639		75.5%
12. HUMBOLDT	04/19/24	04/25/24	06/10/24	949	500	410	90	0	778		82.0%
13. IMPERIAL	04/18/24	04/25/24	05/06/24	3,548	500	357	143	1	2,490		70.2%
14. INYO	04/19/24	04/22/24	04/24/24	72	72	60	12	0	60		83.3%
15. KERN	04/18/24	04/25/24	05/30/24	27,891	837	677	160	0	22,559		80.9%
16. KINGS	04/18/24	04/23/24	05/09/24	2,952	500	379	121	0	2,238		75.8%
17. LAKE	04/19/24	04/22/24	05/29/24	920	500	393	107	1	722		78.4%
18. LASSEN	04/19/24	05/14/24	05/13/24	838	500	415	85	0	696		83.0%
19. LOS ANGELES	04/19/24	05/01/24	06/11/24	264,507	7,936	6,249	1,687	1	207,202		78.3%
20. MADERA	04/18/24	04/22/24	04/24/24	3,966	500	413	87	1	3,221		81.2%
21. MARIN	04/19/24	04/23/24	05/10/24	3,716	500	434	66	0	3,225		86.8%
22. MARIPOSA	04/22/24	04/23/24	05/02/24	332	332	290	42	1	290		87.3%
23. MENDOCINO	04/19/24	04/19/24	04/23/24	1,024	501	405	96	1	826		80.6%
24. MERCED	04/18/24	04/22/24	05/10/24	6,190	500	421	79	1	5,071		81.9%
25. MODOC	04/19/24	04/22/24	04/22/24	60	60	49	11	0	49		81.7%
26. MONO	04/18/24	04/25/24	04/26/24	13	13	12	1	0	12		92.3%
27. MONTEREY	04/19/24	04/24/24	05/08/24	3,760	500	391	109	0	2,940		78.2%
28. NAPA	04/18/24	04/18/24	05/02/24	1,827	500	417	83	0	1,524		83.4%
29. NEVADA	04/18/24	04/18/24	04/22/24	2,045	500	450	50	0	1,841		90.0%
30. ORANGE	04/19/24	04/29/24	05/24/24	79,561	2,387	1,947	440	0	64,895		81.6%
31. PLACER	04/19/24	04/23/24	05/13/24	9,328	500	454	46	0	8,470		90.8%
32. PLUMAS	04/19/24	04/29/24	05/02/24	225	225	190	35	0	190		84.4%
33. RIVERSIDE	04/19/24	04/30/24		53,591					0		0.0%
34. SACRAMENTO	04/19/24	04/29/24	05/07/24	30,424	913	736	177	0	24,526		80.6%
35. SAN BENITO	04/18/24	04/24/24	06/06/24	298	298	241	57	0	241		80.9%
36. SAN BERNARDINO	04/19/24	04/30/24	05/16/24	41,797	1,255	1,039	216	0	34,603		82.8%
37. SAN DIEGO	04/19/24	04/25/24	05/17/24	65,775	1,974	1,603	371	0	53,413		81.2%
38. SAN FRANCISCO	04/19/24	04/26/24	05/14/24	34,261	1,028	807	221	1	25,818		75.4%
39. SAN JOAQUIN	04/19/24	04/29/24		23,088					0		0.0%
40. SAN LUIS OBISPO	04/19/24	04/30/24	05/13/24	7,856	500	410	90	0	6,442		82.0%
41. SAN MATEO	04/19/24	04/29/24	05/30/24	8,492	500	407	93	0	6,912		81.4%
42. SANTA BARBARA	04/19/24	04/23/24	05/06/24	4,116	500	416	84	0	3,425		83.2%
43. SANTA CLARA	04/26/24	04/26/24		15,283					0		0.0%
44. SANTA CRUZ	04/19/24	04/27/24	05/29/24	6,506	500	435	65	0	5,660		87.0%
45. SHASTA	04/19/24	04/23/24	05/03/24	9,503	500	401	99	0	7,621		80.2%
46. SIERRA	04/18/24	04/18/24	04/18/24	7	7	7	0	0	7		100.0%
47. SISKIYOU	04/19/24	04/22/24	05/01/24	819	500	455	45	2	743		90.7%
48. SOLANO	04/19/24	04/23/24	04/26/24	21,456	645	542	103	0	18,030		84.0%
49. SONOMA	04/19/24	04/23/24	05/03/24	7,527	500	399	101	0	6,007		79.8%
50. STANISLAUS	04/19/24	04/22/24	05/13/24	19,668	591	460	131	0	15,308		77.8%
51. SUTTER	04/18/24	04/30/24		1,599					0		0.0%
52. TEHAMA	04/19/24	04/19/24		2,378					0		0.0%
53. TRINITY	04/22/24	04/22/24	05/09/24	112	112	96	16	0	96		85.7%
54. TULARE	04/18/24	04/18/24	05/06/24	8,370	500	397	103	0	6,646		79.4%
55. TULUMNE	04/18/24	04/24/24	05/21/24	1,783	500	437	63	0	1,558		87.4%
56. VENTURA	04/19/24	04/29/24	05/08/24	17,109	513	422	91	0	14,074		82.3%
57. YOLO	04/19/24	04/19/24	04/26/24	3,026	500	397	103	1	2,372		78.4%
58. YUBA	04/19/24	04/22/24	05/30/24	1,873	500	393	107	0	1,472		78.6%
TOTAL:				910,441	36,893	29,989	6,904	13	652,100		80.09%

1959. ALLOWS FELONY CHARGES AND INCREASES SENTENCES FOR CERTAIN DRUG AND THEFT CRIMES. INITIATIVE STATUTE.

COUNTY	PETITION FILED W/COUNTY	SOS REC'D RAW	SOS REC'D RANDOM		RAW COUNT	RANDOM SAMPLE/ FULL CHECK	VALID SIGNS	INVALID	DUP.	VALID OR PROJ. VALID	%
1. ALAMEDA	04/19/24	05/01/24			47,939					0	0.0%
2. ALPINE	04/08/24	04/23/24	04/23/24		2	2	1	1	0	1	50.0%
3. AMADOR	04/19/24	04/19/24	05/14/24	Random Notice:	1,358	500	454	46	0	1,233	90.8%
4. BUTTE	04/19/24	04/19/24	05/03/24	04/30/24	4,988	500	420	80	0	4,190	84.0%
5. CALAVERAS	04/18/24	04/18/24	04/30/24	Random Due:	844	500	446	54	1	752	89.1%
6. COLUSA	04/18/24	04/18/24		06/12/24	289					0	0.0%
7. CONTRA COSTA	04/19/24	04/24/24			22,773					0	0.0%
8. DEL NORTE	04/18/24	04/22/24			296					0	0.0%
9. EL DORADO	04/18/24	04/22/24			4,849					0	0.0%
10. FRESNO	04/18/24	04/23/24			25,815					0	0.0%
11. GLENN	04/19/24	04/24/24	05/06/24		847	500	378	122	1	639	75.5%
12. HUMBOLDT	04/19/24	04/25/24			949					0	0.0%
13. IMPERIAL	04/18/24	04/25/24	05/06/24		3,548	500	357	143	1	2,490	70.2%
14. INYO	04/19/24	04/22/24	04/24/24		72	72	60	12	0	60	83.3%
15. KERN	04/18/24	04/25/24			27,891					0	0.0%
16. KINGS	04/18/24	04/23/24	05/09/24		2,952	500	379	121	0	2,238	75.8%
17. LAKE	04/19/24	04/22/24			920					0	0.0%
18. LASSEN	04/19/24	04/24/24	05/13/24		838	500	415	85	0	696	83.0%
19. LOS ANGELES	04/19/24	05/01/24			264,507					0	0.0%
20. MADERA	04/18/24	04/22/24	04/24/24		3,966	500	413	87	1	3,221	81.2%
21. MARIN	04/19/24	04/23/24	05/10/24		3,716	500	434	66	0	3,225	86.8%
22. MARIPOSA	04/22/24	04/23/24	05/02/24		332	332	290	42	1	290	87.3%
23. MENDOCINO	04/19/24	04/19/24	04/23/24		1,024	501	405	96	1	826	80.6%
24. MERCED	04/18/24	04/22/24	05/10/24		6,190	500	421	79	1	5,071	81.9%
25. MODOC	04/19/24	04/22/24	04/22/24		60	60	49	11	0	49	81.7%
26. MONO	04/18/24	04/25/24	04/26/24		13	13	12	1	0	12	92.3%
27. MONTEREY	04/19/24	04/24/24	05/08/24		3,760	500	391	109	0	2,940	78.2%
28. NAPA	04/18/24	04/18/24	05/02/24		1,827	500	417	83	0	1,524	83.4%
29. NEVADA	04/18/24	04/18/24	04/22/24		2,045	500	450	50	0	1,841	90.0%
30. ORANGE	04/19/24	04/29/24			79,561					0	0.0%
31. PLACER	04/19/24	04/23/24	05/13/24		9,328	500	454	46	0	8,470	90.8%
32. PLUMAS	04/19/24	04/29/24	05/02/24		225	225	190	35	0	190	84.4%
33. RIVERSIDE	04/19/24	04/30/24			53,591					0	0.0%
34. SACRAMENTO	04/19/24	04/29/24	05/07/24		30,424	913	736	177	0	24,526	80.6%
35. SAN BENITO	04/18/24	04/24/24			298					0	0.0%
36. SAN BERNARDINO	04/19/24	04/30/24			41,797					0	0.0%
37. SAN DIEGO	04/19/24	04/25/24			65,775					0	0.0%
38. SAN FRANCISCO	04/19/24	04/26/24	05/14/24		34,261	1,028	807	221	1	25,818	75.4%
39. SAN JOAQUIN	04/19/24	04/29/24			23,088					0	0.0%
40. SAN LUIS OBISPO	04/19/24	04/30/24	05/13/24		7,856	500	410	90	0	6,442	82.0%
41. SAN MATEO	04/19/24	04/29/24			8,492					0	0.0%
42. SANTA BARBARA	04/19/24	04/23/24	05/06/24		4,116	500	416	84	0	3,425	83.2%
43. SANTA CLARA	04/26/24	04/26/24			15,283					0	0.0%
44. SANTA CRUZ	04/19/24	04/27/24	05/14/24		6,506	500	429	71	0	5,582	85.8%
45. SHASTA	04/19/24	04/23/24	05/03/24		9,503	500	401	99	0	7,621	80.2%
46. SIERRA	04/18/24	04/18/24	04/18/24		7	7	7	0	0	7	100.0%
47. SISKIYOU	04/19/24	04/22/24	05/01/24		819	500	455	45	2	743	90.7%
48. SOLANO	04/19/24	04/23/24	04/26/24		21,456	645	542	103	0	18,030	84.0%
49. SONOMA	04/19/24	04/23/24	05/03/24		7,527	500	399	101	0	6,007	79.8%
50. STANISLAUS	04/19/24	04/22/24	05/13/24		19,668	591	460	131	0	15,308	77.8%
51. SUTTER	04/18/24	04/30/24			1,599					0	0.0%
52. TEHAMA	04/19/24	04/19/24			2,378					0	0.0%
53. TRINITY	04/22/24	04/22/24	05/09/24		112	112	96	16	0	96	85.7%
54. TULARE	04/18/24	04/18/24	05/06/24		8,370	500	397	103	0	6,646	79.4%
55. TUOLUMNE	04/18/24	04/24/24			1,783					0	0.0%
56. VENTURA	04/19/24	04/29/24	05/08/24	110% = 601,317	17,109	513	422	91	0	14,074	82.3%
57. YOLO	04/19/24	04/19/24	04/26/24	100% = 546,651	3,026	500	397	103	1	2,372	78.4%
58. YUBA	04/19/24	04/22/24		95% = 519,319	1,873					0	0.0%
TOTAL:					910,441	16,014	13,210	2,804	11	176,653	80.78%

Attachment No. 4

1959. ALLOWS FELONY CHARGES AND INCREASES SENTENCES FOR CERTAIN DRUG AND THEFT CRIMES. INITIATIVE STATUTE.

COUNTY	PETITION FILED W/COUNTY	SOS REC'D RAW	SOS REC'D RANDOM	RAW COUNT	RANDOM SAMPLE/ FULL CHECK	VALID SIGS.	INVALID	DUP.	VALID OR PROJ. VALID	%
1. ALAMEDA	04/19/24	05/01/24		47,939					0	0.0%
2. ALPINE	04/08/24	04/23/24	04/23/24	2	2	1	1	0	1	50.0%
3. AMADOR	04/19/24	04/19/24		1,358					0	0.0%
4. BUTTE	04/19/24	04/19/24	05/03/24	4,988	500	420	80	0	4,190	84.0%
5. CALAVERAS	04/18/24	04/18/24	04/30/24	844	500	446	54	1	752	89.1%
6. COLUSA	04/18/24	04/18/24		289					0	0.0%
7. CONTRA COSTA	04/19/24	04/24/24		22,773					0	0.0%
8. DEL NORTE	04/18/24	04/22/24		296					0	0.0%
9. EL DORADO	04/18/24	04/22/24		4,849					0	0.0%
10. FRESNO	04/18/24	04/23/24		25,815					0	0.0%
11. GLENN	04/19/24	04/24/24	05/06/24	847	500	378	122	1	639	75.5%
12. HUMBOLDT	04/19/24	04/25/24		949					0	0.0%
13. IMPERIAL	04/18/24	04/25/24	05/06/24	3,548	500	357	143	1	2,490	70.2%
14. INYO	04/19/24	04/22/24	04/24/24	72	72	60	12	0	60	83.3%
15. KERN	04/18/24	04/25/24		27,891					0	0.0%
16. KINGS	04/18/24	04/23/24	05/09/24	2,952	500	379	121	0	2,238	75.8%
17. LAKE	04/19/24	04/22/24		920					0	0.0%
18. LASSEN	04/23/24	04/24/24		838					0	0.0%
19. LOS ANGELES	04/19/24	05/01/24		264,507					0	0.0%
20. MADERA	04/18/24	04/22/24	04/24/24	3,966	500	413	87	1	3,221	81.2%
21. MARIN	04/19/24	04/23/24	05/10/24	3,716	500	434	66	0	3,225	86.8%
22. MARIPOSA	04/22/24	04/23/24	05/02/24	332	332	290	42	1	290	87.3%
23. MENDOCINO	04/19/24	04/19/24	04/23/24	1,024	501	405	96	1	826	80.6%
24. MERCED	04/18/24	04/22/24		6,190					0	0.0%
25. MODOC	04/19/24	04/22/24	04/22/24	60	60	49	11	0	49	81.7%
26. MONO	04/18/24	04/25/24	04/26/24	13	13	12	1	0	12	92.3%
27. MONTEREY	04/19/24	04/24/24	05/08/24	3,760	500	391	109	0	2,940	78.2%
28. NAPA	04/18/24	04/18/24	05/02/24	1,827	500	417	83	0	1,524	83.4%
29. NEVADA	04/18/24	04/18/24	04/22/24	2,045	500	450	50	0	1,841	90.0%
30. ORANGE	04/19/24	04/29/24		79,561					0	0.0%
31. PLACER	04/19/24	04/23/24		9,328					0	0.0%
32. PLUMAS	04/19/24	04/29/24	05/02/24	225	225	190	35	0	190	84.4%
33. RIVERSIDE	04/19/24	04/30/24		53,591					0	0.0%
34. SACRAMENTO	04/19/24	04/29/24	05/07/24	30,424	913	736	177	0	24,526	80.6%
35. SAN BENITO	04/18/24	04/24/24		298					0	0.0%
36. SAN BERNARDINO	04/19/24	04/30/24		41,797					0	0.0%
37. SAN DIEGO	04/19/24	04/25/24		65,775					0	0.0%
38. SAN FRANCISCO	04/19/24	04/26/24		34,261					0	0.0%
39. SAN JOAQUIN	04/19/24	04/29/24		23,088					0	0.0%
40. SAN LUIS OBISPO	04/19/24	04/30/24		7,856					0	0.0%
41. SAN MATEO	04/19/24	04/29/24		8,492					0	0.0%
42. SANTA BARBARA	04/19/24	04/23/24	05/06/24	4,116	500	416	84	0	3,425	83.2%
43. SANTA CLARA	04/26/24	04/26/24		15,283					0	0.0%
44. SANTA CRUZ	04/19/24	04/27/24		6,506					0	0.0%
45. SHASTA	04/19/24	04/23/24	05/03/24	9,503	500	401	99	0	7,621	80.2%
46. SIERRA	04/18/24	04/18/24	04/18/24	7	7	7	0	0	7	100.0%
47. SISKIYOU	04/19/24	04/22/24	05/01/24	819	500	455	45	2	743	90.7%
48. SOLANO	04/19/24	04/23/24	04/26/24	21,456	645	542	103	0	18,030	84.0%
49. SONOMA	04/19/24	04/23/24	05/03/24	7,527	500	399	101	0	6,007	79.8%
50. STANISLAUS	04/19/24	04/22/24		19,668					0	0.0%
51. SUTTER	04/18/24	04/30/24		1,599					0	0.0%
52. TEHAMA	04/19/24	04/19/24		2,378					0	0.0%
53. TRINITY	04/22/24	04/22/24	05/09/24	112	112	96	16	0	96	85.7%
54. TULARE	04/18/24	04/18/24	05/06/24	8,370	500	397	103	0	6,646	79.4%
55. TUOLUMNE	04/18/24	04/24/24		1,783					0	0.0%
56. VENTURA	04/19/24	04/29/24	05/08/24	17,109	513	422	91	0	14,074	82.3%
57. YOLO	04/19/24	04/19/24	04/26/24	3,026	500	397	103	1	2,372	78.4%
58. YUBA	04/19/24	04/22/24		1,873					0	0.0%
TOTAL:				910,441	11,395	9,360	2,035	9	108,033	81.42%

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

SECTION 1. Title

This Act shall be known as The Homelessness, Drug Addiction, and Theft Reduction Act.

SECTION 2. Purposes and Intent

This measure will reform laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

This measure will:

- A. Provide drug and mental health treatment for people who are addicted to hard drugs such as fentanyl, cocaine, heroin, and methamphetamine.
- B. Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- C. Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.
- D. Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.
- E. Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- F. Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.
- G. Increase penalties for people who repeatedly engage in theft.
- H. Add new laws to address the increasing problem of “smash and grab” thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

SECTION 3. Findings and Declarations

The People of the State of California find and declare as follows:

A. Reducing Homelessness Through Drug and Mental Health Treatment

1. California has reached a tipping point in its homelessness, drug, mental health, and theft crises. Our state has the highest rate of homelessness per capita of any state in the country. And drug overdoses now kill two to three times the number of people in California as car accidents.

2. Since the passage of Proposition 47 in 2014, homelessness in California has increased by 51%, while during the same time period in the rest of the country, it has declined by 11%. Proposition 47 reduced the legal consequences of both possession of hard drugs (fentanyl, cocaine, heroin, methamphetamine, and phencyclidine), and theft. The result has been massive increases in drug addiction, mental illness, and property crimes, including retail theft, committed by addicts to support their addiction. At the same time, California has seen a dramatic decrease in mental health and drug treatment for homeless people due to reduced incentives to participate in treatment. Our homelessness problem is directly connected to these unintended consequences of Proposition 47, which the voters now desire to correct.

3. Progressive states such as New Jersey, Maryland, Illinois, and Michigan have significantly stronger hard drug laws than California, and their homeless rate is 4 to 5 times lower than California's.

4. This proposal takes a modest step in the direction of these states by enacting a new class of crime called a "treatment-mandated felony." Under this new "treatment-mandated felony," prosecutors would have the discretion to charge a felony for hard drug possession after two previous drug convictions. If charged with this "treatment-mandated felony" for a third or subsequent drug offense, the offender would be given the option of participating in drug and mental health treatment. If the offender successfully completes drug and mental health treatment, the charge would be fully expunged, and the offender would receive no jail time. If the offender refuses drug and mental health treatment, they would serve jail time for hard drug possession. For a second conviction of the treatment-mandated felony (the 4th total conviction for hard drug possession), a judge would have the option of imposing time in jail or state prison. Along with hard drug and mental health treatment, offenders charged with a treatment-mandated felony would be offered shelter, job training, and other services designed to break the cycle of addiction and homelessness.

B. Cracking Down on Hard Drug Dealers

1. Fentanyl is the most dangerous drug that our nation has ever seen. Because it is largely produced synthetically, fentanyl is typically cheaper than other hard drugs. As a result, drug dealers now regularly include fentanyl in other drugs such as diet, anxiety, and

sleeping pills, cocaine, and heroin. Further, fentanyl is up to 50 times stronger than heroin. Therefore, a very tiny amount of fentanyl can prove deadly. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, or enough to kill 500,000 people. Finally, because such a small amount of fentanyl is necessary to create addiction, it is easier to smuggle across the border in smaller, yet much more deadly quantities.

2. This Act would authorize greater consequences for hard drug dealers whose trafficking kills or seriously injures a person who uses those drugs, and it would provide a mechanism to warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

3. This Act would add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine, for which it is illegal to possess the drug while armed with a loaded firearm.

4. This Act would also add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine that authorizes greater consequences for drug dealers who sell large quantities of hard drugs.

5. This Act also permits judges to sentence drug dealers who traffic in large quantities of hard drugs or who are armed with a firearm while trafficking in hard drugs to state prison instead of local county jails. Only our state prisons are equipped to manage security for hardened drug dealers and to provide them the rehabilitation services they need to safely re-enter society.

C. Accountability for Repeat Theft and Smash and Grab Thefts

1. Prior to Proposition 47, individuals who repeatedly engaged in theft could be charged with a felony. Prop 47 eliminated this repeat offender felony and instead provided that any theft up to \$950 in value is now a misdemeanor – regardless of how many times the offender has committed theft. In practice, this means that an offender who repeatedly steals up to \$950 in value faces virtually no legal consequences.

2. The result has been an explosion in retail and cargo theft causing stores throughout California to close to protect employees and customers from criminal activity that disrupts the efficient delivery of products directly to consumers and creates billions of dollars in economic losses to our local communities and state. This rapid increase in retail and cargo theft has also contributed to rising inflation, as businesses have been forced to raise prices to account for their economic losses. This retail and cargo theft explosion has collided with the fentanyl epidemic, as hard drug users have engaged in brazen theft to support their drug habits, knowing that there will be no consequences for either their theft or their hard drug use.

3. Under this Act, an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property. Diversion programs will continue to

exist, meaning that judges will retain discretion not to incarcerate an offender even for more than two theft convictions. But prosecutors will have the ability to bring felony charges against hardened, repeat offenders who continue to engage in theft. Judges will have the discretion to sentence a repeat offender to jail in appropriate cases, or to state prison if an offender is convicted four or more times of theft.

4. This Act also authorizes judges to exercise their discretion to impose an enhanced penalty when an offender steals, damages, or destroys property by acting together with two or more offenders or by causing losses of \$50,000 or more. By permitting discretion in these scenarios, judges will be able to fashion sentences that are appropriate for the crime committed, including so-called “smash and grabs” committed by mobs or large groups of people working together.

5. The value of property stolen in multiple thefts will be permitted to be added together so that in appropriate cases an offender may be charged with felony theft instead of petty theft. This provision addresses the problem of offenders who commit a series of thefts in which the property stolen during each theft has a value under the \$950 felony theft threshold, in order to insulate themselves from felony charges.

6. Along with the hard drug provisions in this Act, these theft law changes will stop the vicious cycle of hard drug users stealing to support their habits without legal consequences for their actions.

SECTION 4. Section 11369 is added to the Health & Safety Code to read:

11369. (a) This section shall be known, and may be cited, as Alexandra’s Law.

(b) The court shall advise a person who is convicted of, or who pleads guilty or no contest to, a violation of Section 11351, 11351.5, 11352, 11378, 11378.5, 11379, 11379.5, or 11379.6 involving a hard drug, of the following:

“You are hereby advised that it is extremely dangerous and deadly to human life to illicitly manufacture, distribute, sell, furnish, administer, or give away any drugs in any form, including real or counterfeit drugs or pills. You can kill someone by engaging in such conduct. All drugs and counterfeit pills are dangerous to human life. These substances alone, or mixed, kill human beings in very small doses. If you illicitly manufacture, distribute, sell, furnish administer, or give away any real or counterfeit drugs or pills, and that conduct results in the death of a human being, you could be charged with homicide, up to and including the crime of murder, within the meaning of Section 187 of the Penal Code.”

(c) The advisory statement shall be provided to the defendant in writing, either on a plea form if used, as an addendum to a plea form, or at sentencing, and the fact that the advisory was given shall be specified on the record and recorded in the abstract of the conviction.

(d) (1) Except as provided in paragraph (2), as used in this section, “hard drug” means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section “hard drug” does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

SECTION 5. Section 11370.1 of the Health & Safety Code is amended to read:

11370.1. (a) Notwithstanding Section 11350 or 11377 or any other provision of law, every person who unlawfully possesses any amount of a substance containing cocaine base, a substance containing cocaine, a substance containing heroin, a substance containing methamphetamine, a substance containing fentanyl, a crystalline substance containing phencyclidine, a liquid substance containing phencyclidine, plant material containing phencyclidine, or a hand-rolled cigarette treated with phencyclidine while armed with a loaded, operable firearm is guilty of a felony punishable by imprisonment in the state prison for two, three, or four years.

(b) Subdivision (a) does not apply to any person lawfully possessing fentanyl, including with a valid prescription.

(c) As used in ~~this~~ subdivision (a), “armed with” means having available for immediate offensive or defensive use.

~~—(b)–~~(d) Any person who is convicted under this section shall be ineligible for diversion or deferred entry of judgment under Chapter 2.5 (commencing with Section 1000) of Title 6 of Part 2 of the Penal Code.

SECTION 6. Section 11370.4 of the Health & Safety Code is amended to read:

11370.4. (a) ~~Any (1) A~~ person convicted of a violation of, or of a conspiracy to violate, Section 11351, 11351.5, or 11352 with respect to a substance containing heroin, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, or cocaine as specified in paragraph (6) of subdivision (b) of Section 11055 shall receive an additional state prison term as follows:

~~(1)Where~~

(A) If the substance exceeds one kilogram by weight, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, the person shall receive an additional term of five years.

~~(3) Where~~

(C) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 10 years.

~~(4) Where~~

(D) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 15 years.

~~(5) Where~~

(E) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 20 years.

~~(6) Where~~

(F) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(b) ~~Any~~ (1) A person convicted of a violation of, or of conspiracy to violate, Section 11378, 11378.5, 11379, or 11379.5 with respect to a substance containing methamphetamine, amphetamine, phencyclidine (PCP) and its analogs shall receive an additional state prison term as follows:

~~(1) Where~~

(A) If the substance exceeds one kilogram by weight, or 30 liters by liquid volume, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, or 100 liters by liquid volume, the person shall receive an additional term of five years.

~~(3)Where~~

(C) If the substance exceeds 10 kilograms by weight, or 200 liters by liquid volume, the person shall receive an additional term of 10 years.

~~(4)Where~~

(D) If the substance exceeds 20 kilograms by weight, or 400 liters by liquid volume, the person shall receive an additional term of 15 years.

(2) In computing the quantities involved in this subdivision, plant or vegetable material seized shall not be included.

(3) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(c) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351 or 11352 with respect to a substance containing fentanyl shall receive an additional state prison term as follows:

(A) If the substance exceeds 28.35 grams (one ounce) by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds 100 grams by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 500 grams by weight, the person shall receive an additional term of seven years.

(D) If the substance exceeds one kilogram by weight, the person shall receive an additional term of 10 years.

(E) If the substance exceeds four kilograms by weight, the person shall receive an additional term of 13 years.

(F) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 16 years.

(G) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 19 years.

(H) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 22 years.

(I) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(e) ~~(d)~~ The additional terms provided in this section shall not be imposed unless the allegation that the weight of the substance containing heroin, fentanyl, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, cocaine as specified in paragraph (6) of subdivision (b) of Section 11055, methamphetamine, amphetamine, or phencyclidine (PCP) and its analogs exceeds the amounts provided in this section is charged in the accusatory pleading and admitted or found to be true by the trier of fact.

(e) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this section who admits an enhancement pursuant to this section or for whom an enhancement pursuant to this section is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

~~(d)~~ (f) The additional terms provided in this section shall be in addition to any other punishment provided by law.

(e) (g) Notwithstanding any other ~~provision of~~ law, the court may strike the additional punishment for the enhancements provided in this section if it determines that there are circumstances in mitigation of the additional punishment and states on the record its reasons for striking the additional punishment.

SECTION 7. Article 8 (commencing with Section 11395) is added to Chapter 6 of Division 10 of the Health & Safety Code, to read:

11395. (a) This section shall be known as the "Treatment-Mandated Felony."

(b) (1) Notwithstanding any other law, and except as provided in subdivision (d), a person described in subdivision (c) who possesses a hard drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code. A second or subsequent conviction of this section, is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) A person shall not be sentenced to jail or prison pursuant to this section unless a court determines that the person is not eligible or suitable for treatment or that any other circumstance described in paragraph (4) of subdivision (d) applies to that person.

(c) Subdivision (b) applies to a person who has two or more prior convictions for a felony or misdemeanor violation of Sections 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, or 11395, including a conviction that occurred before the effective date of this section. Prior convictions shall be alleged in the accusatory pleading, and either admitted by the defendant in open court or found to be true by the trier of fact.

(d) (1)(i) In lieu of a jail or prison sentence, or a grant of probation with jail as a condition of probation, a defendant charged with a violation of this section may elect treatment by pleading guilty or no contest to a violation of this section and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. A defendant's plea of guilty or no contest shall not constitute a conviction for any purpose unless judgment is entered pursuant to paragraph (4) for a violation of this section.

(ii) Upon or subsequent to arraignment for a violation of this section, and at the request or with the consent of the defendant or their attorney, the court shall order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant. The expert shall submit a report of the evaluation to the court and parties. The evaluation may be based on an interview of the defendant and/or other individuals with relevant knowledge and review of records the expert deems appropriate, such as medical records, criminal history, prior treatment history, and records pertaining to the current offense. If the defendant participates in the interview, neither the defendant's interview nor evidence derived from the interview may be used against the defendant at any subsequent trial for the instant offense except for the purposes of impeachment should the defendant testify inconsistently. The evaluation shall detail the defendant's drug abuse and/or mental health issues, if any, so the court and parties may better determine appropriate handling of the defendant's case.

(iii) Concurrent with the order for a substance abuse and mental health evaluation of the defendant, and with the defendant's consent, the court shall also order that a case worker or other qualified individual determine whether the defendant is eligible to receive Medi-Cal, Medicare, or any other relevant benefits for any programs or evaluations under this section. If the defendant did not previously consent to an eligibility determination at arraignment, the court shall order the eligibility determination upon and as a condition of the defendant's agreement to participate in and complete a treatment program as described in this subdivision.

(2) A treatment program may include, but is not limited to, drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate. The court must hold regular hearings to review the progress of the defendant. The court shall make referrals to programs that provide services at no cost to the participant and have been deemed by the court, the drug addiction expert, and

the parties to be credible and effective. A defendant may also choose to pay for a program that is approved by the court.

(3) Upon the defendant's successful completion of the treatment program as specified in paragraph (2), the positive recommendation of the treatment program, and the motion of the defendant, prosecuting attorney, the court, or the probation department, the court shall dismiss this charge against the defendant and the provisions of Section 1000.4 of the Penal Code, as it read on the effective date of this section, shall apply, including the provision that the arrest upon which the defendant was deferred shall be deemed to have never occurred. A dismissal based on the successful completion of treatment shall not count as a conviction for any purpose, including for determining punishment pursuant to subdivision (b).

(4) If at any time it appears that the defendant is performing unsatisfactorily in the program, is not benefiting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a crime that was committed since starting treatment, the prosecuting attorney, the court on its own, or the probation department may make a motion for entry of judgment and sentencing. After notice to the defendant, the court shall hold a hearing to determine whether judgment should be entered and the defendant sentenced. Judgment shall be imposed and the defendant sentenced if the court finds true one or more of the foregoing circumstances. However, except when the defendant has been found to have been convicted of a crime that was committed since starting treatment, the court may re-refer the defendant to treatment if the court finds that it is in the interest of justice to do so, that the defendant is currently amenable to treatment, and if the defendant agrees to participate in, and complete, a treatment program as described in this section.

(5) For time spent in residential treatment, a defendant may earn only actual credits pursuant to Section 2900.5 of the Penal Code and shall not earn conduct credits pursuant to Section 4019 of the Penal Code or any other provision. Time spent in any other type of program or counseling is not eligible for any credits.

(e) (1) Except as provided in paragraph (2), as used in this section, "hard drug" means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section "hard drug" does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

(f) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(g) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 8. Section 490.3 is added to the Penal Code to read:

490.3. Notwithstanding any other law, in any case involving one or more acts of theft or shoplifting, including but not limited to, violations of Sections 459.5, 484, 488, and 490.2, the value of property or merchandise stolen may be aggregated into a single count or charge, with the sum of the value of all property or merchandise being the values considered in determining the degree of theft.

SECTION 9. Section 666.1 is added to the Penal Code to read:

666.1. (a) (1) Notwithstanding any other law, a person who has two or more prior convictions for any of the offenses listed in paragraph (2), and who is convicted of petty theft or shoplifting, is punishable by imprisonment in the county jail not exceeding one year or pursuant to subdivision (h) of Section 1170. A second or subsequent conviction of this section is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) This section applies to the following offenses, including a conviction that occurred before the effective date of this section:

(A) Petty theft, as described in Section 488 or 490.2.

(B) Grand theft, as described in Section 487, 487h, and in Chapter 5 of Title 13 of Part 1 of the Penal Code (commencing with Section 484).

(C) Theft from an elder or dependent adult, as described in Section 368.

(D) The theft or unauthorized use of a vehicle, as described in Section 10851 of the Vehicle Code.

(E) Burglary, as described in Section 459.

(F) Carjacking, as described in Section 215.

(G) Robbery, as described in Section 211.

(H) Receiving stolen property, as described in Section 496.

(I) Shoplifting, as described in Section 459.5.

(J) Identity theft and mail theft, as described in Section 530.5.

(b) A person subject to charging under this section or actually charged with this section may be referred by a prosecuting attorney's office or by a county probation department to a theft diversion or deferred entry of judgment program pursuant to Section 1001.81. If appropriate, a person admitted to such a program may also be referred to a substance abuse treatment program.

(c) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(d) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 10. Section 12022 of the Penal Code is amended to read:

12022. (a) (1) Except as provided in subdivisions (c) and (d), a person who is armed with a firearm in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one year, unless the arming is an element of that offense. This additional term shall apply to a person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with a firearm, whether or not the person is personally armed with a firearm.

(2) Except as provided in subdivision (c), and notwithstanding subdivision (d), if the firearm is an assault weapon, as defined in Section 30510 or 30515, or a machinegun, as defined in Section 16880, or a .50 BMG rifle, as defined in Section 30530, the additional and consecutive term described in this subdivision shall be three years imprisonment pursuant to subdivision (h) of Section 1170 whether or not the arming is an element of the offense of which the person was convicted. The additional term provided in this paragraph shall apply to any person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with an assault weapon, machinegun, or a .50 BMG rifle, whether or not the person is personally armed with an assault weapon, machinegun, or a .50 BMG rifle.

(b) (1) A person who personally uses a deadly or dangerous weapon in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for one year, unless use of a deadly or dangerous weapon is an element of that offense.

(2) If the person described in paragraph (1) has been convicted of carjacking or attempted carjacking, the additional term shall be in the state prison for one, two, or three years.

(3) When a person is found to have personally used a deadly or dangerous weapon in the commission of a felony or attempted felony as provided in this subdivision and the weapon is

owned by that person, the court shall order that the weapon be deemed a nuisance and disposed of in the manner provided in Sections 18000 and 18005.

(c) (1) Notwithstanding the enhancement set forth in subdivision (a), a person who is personally armed with a firearm in the commission of a violation or attempted violation of Section 11351, 11351.5, 11352, 11366.5, 11366.6, 11378, 11378.5, 11379, 11379.5, or 11379.6 of the Health and Safety Code shall be punished by an additional and consecutive term of imprisonment in the state prison ~~pursuant to subdivision (h) of Section 1170~~ for three, four, or five years.

(2) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this subdivision who admits an enhancement pursuant to this subdivision or for whom an enhancement pursuant to this subdivision is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

(d) Notwithstanding the enhancement set forth in subdivision (a), a person who is not personally armed with a firearm who, knowing that another principal is personally armed with a firearm, is a principal in the commission of an offense or attempted offense specified in subdivision (c), shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

(e) For purposes of imposing an enhancement under Section 1170.1, the enhancements under this section shall count as a single enhancement.

(f) Notwithstanding any other provision of law, the court may strike the additional punishment for the enhancements provided in subdivision (c) or (d) in an unusual case where the interests of justice would best be served, if the court specifies on the record and enters into the minutes the circumstances indicating that the interests of justice would best be served by that disposition.

SECTION 11. Section 12022.6 is added to the Penal Code to read:

12022.6. (a) When any person takes, damages, or destroys any property in the commission or attempted commission of a felony, or commits a felony violation of Section 496, the court shall impose a term in addition and consecutive to the punishment prescribed for the felony or attempted felony of which the defendant has been convicted, as follows:

(1) If the loss or property value exceeds fifty thousand dollars (\$50,000), the court shall impose an additional term of one year.

(2) If the loss or property value exceeds two hundred thousand dollars (\$200,000), the court shall impose an additional term of two years.

(3) If the loss or property value exceeds one million dollars (\$1,000,000), the court shall impose an additional term of three years.

(4) If the loss or property value exceeds three million dollars (\$3,000,000), the court shall impose an additional term of four years.

(5) For every additional loss or property value of three million dollars (\$3,000,000), the court shall impose a term of one year in addition to the term specified in paragraph (4).

(b) In any accusatory pleading involving multiple charges of taking, damage, or destruction, or multiple violations of Section 496, the additional terms provided in this section may be imposed if the aggregate losses to the victims or aggregate property values from all felonies exceed the amounts specified in this section and arise from a common scheme or plan. All pleadings under this section shall remain subject to the rules of joinder and severance stated in Section 954.

(c) The additional terms provided in this section shall not be imposed unless the facts relating to the amounts provided in this section are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(d) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.65.

SECTION 12. Section 12022.65 is added to the Penal Code to read:

12022.65. (a) Any person who acts in concert with two or more persons to take, attempt to take, damage, or destroy any property, in the commission or attempted commission of a felony shall be punished by an additional and consecutive term of imprisonment of one, two, or three years.

(b) The additional term provided in this section shall not be imposed unless the existence of the facts required in subdivision (a) are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(c) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.6.

SECTION 13. Section 12022.7 of the Penal Code is amended to read:

12022.7. (a) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three years.

(b) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony which causes the victim to

become comatose due to brain injury or to suffer paralysis of a permanent nature shall be punished by an additional and consecutive term of imprisonment in the state prison for five years. As used in this subdivision, "paralysis" means a major or complete loss of motor function resulting from injury to the nervous system or to a muscular mechanism.

(c) Any person who personally inflicts great bodily injury on a person who is 70 years of age or older, other than an accomplice, in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for five years.

(d) Any person who personally inflicts great bodily injury on a child under the age of five years in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for four, five, or six years.

(e) Any person who personally inflicts great bodily injury under circumstances involving domestic violence in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three, four, or five years. As used in this subdivision, "domestic violence" has the meaning provided in subdivision (b) of Section 13700.

(f) (1) As used in this section, "great bodily injury" means a significant or substantial physical injury.

(2) As used in this section, a person who sells, furnishes, administers, or gives away a controlled substance is deemed to have personally inflicted great bodily injury when the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance.

(g) This section shall not apply to murder or manslaughter or a violation of Section 451 or 452. Subdivisions (a), (b), (c), and (d) shall not apply if infliction of great bodily injury is an element of the offense.

(h) The court shall impose the additional terms of imprisonment under either subdivision (a), (b), (c), or (d), but may not impose more than one of those terms for the same offense.

SECTION 14. Chapter 36 (commencing with Section 7599.200) is added to Division 7 of Title 1 of the Government Code, to read:

7599.200. (a) This section shall be known as "Funding for the Homelessness, Drug Addiction, and Theft Reduction Act."

(b) From monies disbursed to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code and Section 6046.2 of the Penal Code, the Board of State and Community Corrections may allocate appropriate funds to counties and local governments for programs specified in Section 11395 of the Health and Safety Code. This provision shall not preclude funding for this Act from any other source, including but not limited to the Local Revenue Fund 2011 established under Government Code Section 30025 and other such funds designated for substance abuse and mental health treatment.

(c) A defendant charged with a treatment-mandated felony is eligible for any appropriate Medi-Cal or Medicare programs or services, including but not limited to those described in Government Code Section 30025(f)(16)(B)(iii)-(v), for the defendant's programs specified in Section 11395 of the Health and Safety Code. A county or local government may contract directly with the State Department of Healthcare Services or any other applicable State agency to provide for the provision or administration of any applicable Medi-Cal or Medicare treatment programs.

SECTION 15. Amendments

(a) Except as provided in subdivision (b), this Act shall not be amended by the Legislature except by a statute that furthers the purposes, intent, findings, and declarations of the Act and is passed in each house by roll call vote entered in the journal, two-thirds of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

(b) The Legislature may, by majority vote, amend Section 11369 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of convictions to which it applies, and may, by majority vote, amend Section 11395 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of applicable prior convictions, and may, by majority vote, amend Section 666.1 of the Penal Code only to expand the list of applicable prior convictions.

SECTION 16. Severability

If any provision of this Act, or any part of any provision, or the application of any provision or part to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications of provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SECTION 17. Conflicting Initiatives

(a) This Act creates a new drug treatment statute and changes the penalties for career and serial thieves. In the event that this Act and another initiative measure or measures relating to the same subject appear on the same statewide ballot, the provisions of the other measure or measures

shall be deemed to be in conflict with this measure. In the event this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.



STAFF REPORT

Police Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH FOOTHILL COMMUNICATIONS FOR RADIO COMMUNICATIONS SERVICES FOR THE PERIOD OF JULY 1, 2024, TO JUNE 30, 2027, WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR PERIODS, IN AN AMOUNT NOT TO EXCEED \$164,000 OVER THE FIRST THREE-YEAR PERIOD

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City's Professional Services Agreement ("Agreement") with Day Wireless Systems for radio communications services is due to expire on June 30, 2024. A Request for Proposals was initiated to secure a new Agreement, ensuring that the City utilizes the most qualified radio communications services company to meet its requirements. Two proposals were submitted by Foothill Communications and Commline Inc. After a detailed evaluation, it was determined that the proposal from Foothill Communications aligns best with the Department's requirements and offers the most cost-effective solution.

It is recommended that the City Council approve the Professional Services Agreement with Foothill Communications for the period of July 1, 2024, through June 30, 2027, with the option to renew for three additional one-year periods at the discretion of the City Manager, in an amount not to exceed \$164,000 over the first three-year period.

BACKGROUND

The Police Department utilizes a Motorola Mobile Data Computer ("MDC") system, Motorola handheld radios, and mounted unit radio systems. The Department's radio communications service locations include three radio repeater sites within the City: the Santa Anita Ridge, Upper Reservoir, and "Antenna on the Spire", located at the Arcadia Police Station.

Due to the high level of technical expertise required for maintaining radio communication, the Department has opted to outsource radio communication services for the installation, maintenance, and repair of all radio communication and electronic equipment owned and operated by the City. This is done in compliance with Federal Communications Commission regulations. The outsourced services are responsible for troubleshooting radio communication issues and carrying out necessary repairs both on-site and off-site.

Moreover, as Motorola does not operate its own service centers, users like the City are required to have repairs conducted at certified service centers with Motorola Elite Service Specialists ("ESS"), to uphold product warranties. Repairs performed by non-ESS technicians are considered out of warranty. To ensure that the Department's products remain under warranty, a service provider with an Electronics Technician Association Certified Service Center ("ETA-CSC") and Certified Electronic Technicians ("CET") with Motorola ESS capabilities is needed to meet the Department's communication service requirements.

In particular, the Department requires a local authorized dealer of radio communication products, specializing in Motorola sales and repairs, and offering cost-effective solutions through the Los Angeles County Master Purchase Agreement.

The Department currently contracts Day Wireless for radio communication services, and their agreement with the City is set to expire on June 30, 2024. Despite the option to renew the agreement, the Department has opted not to do so. Instead, a Request for Proposals ("RFP") was completed to find a vendor who can better meet the radio communication service requirements of the Department.

DISCUSSION

An RFP was released on April 1, 2024, and identified the need for local radio communications services to include installing, maintaining, and repairing all radio communications and electronic equipment owned and operated by the City, in compliance with Federal Communications Commission regulations. After a two-week submission period, during which a Notice Inviting Proposal was published in accordance with Resolution No. 7483, two proposals were received from Foothill Communications and Commline Inc. A committee of City staff members reviewed and rated the proposal using a 100-point evaluation system. The proposals were evaluated according to thoroughness and understanding of work, related experience, references, quality of proposal, estimated timeline and costs. The figure below provides a summary of the analysis.

Qualification Scores for Proposal for Radio Communications Services

Company Name	Thoroughness & Understanding of Scope of Work	Related Experience	References	Proposal Quality	Estimated Timeline	Sub Total	Cost Proposal	Total Points
Foothill Communications	24	20	15	9	10	78	20	98
Commline Inc.	22	19	15	9	10	75	13	88

After assessing the individual rating, it was determined that Foothill Communications is well-suited and qualified to offer radio communication services to the City. Moreover, Foothill Communications is a more cost-effective option with a fixed contract rate of \$34,864, in contrast to Commline Inc.'s fixed contract rate of \$156,000.

The proposed Agreement with Foothill Communications will cover a three-year term beginning July 1, 2024, through June 30, 2027, with the option to renew on an annual basis for three additional one-year periods. The fixed contract rate for radio communications services is \$34,864 (\$38,738 less a 10% discount) per year for the first two years. After the second year, the fixed contract fee shall revert to \$38,738 per year. This amount is based on a service schedule of 15 hours per week. Each year will include a \$15,000 contingency for overtime, radio repairs, and materials. In Year 1 (Fiscal Year 2024-25), there is an estimated additional cost of \$10,000 for equipment upgrades needed at the City's repeater sites, which falls outside the usual scope of work.

Therefore, it is recommended that the City Council proceed with establishing a Professional Services Agreement with Foothill Communications for radio communications services in an amount not to exceed \$164,000 as follows: Year 1 at \$60,000, Year 2 at \$50,000, and Year 3 at \$54,000. It is further recommended that the City Council authorize three additional one-year extensions at the discretion of the City Manager, without the need to return to the City Council for approval, provided that there are no substantial changes to the agreement beyond an inflationary price adjustment, if needed.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Sufficient funds (\$60,000) for the first year of the Agreement have been allocated in the Department's FY 2024-25 Operating Budget, under contract services. Future years will be budgeted as appropriate in the Police Department's General Fund Operating Budget.

RECOMMENDATION

It is recommended that the City Council determine that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Professional Services Agreement with Foothill Communications for radio communications services for the period of July 1, 2024, to June 30, 2027, with the option to renew for three additional one-year periods, at the discretion of the City Manager, in an amount not to exceed \$164,000 over the first three-year period.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
RADIO COMMUNICATION SERVICES**

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and Foothill Communications, a S-Corporation with its principal place of business at 133 N. San Gabriel Blvd, Pasadena, CA 91107 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Radio Communication Services (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of one hundred, sixty four thousand dollars and zero cents (**\$164,000**) over the first three year period. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Payments to Consultant for work performed within the scope of services outlined in Exhibit A will be made on an annual basis. Payments made for services outside the scope of services shall receive written approval from the City before providing the service and will be paid on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

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

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from **July 1, 2024, to June 30, 2027**, with the option of three one-year renewals, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of Consultants and subconsultants (Labor Code Section 1777.1).

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

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

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

18. Organization

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

19. Limitation of Agreement

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

20. Notice

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

CITY:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91066

Attn: Sgt. Ryan Mulhall

CONSULTANT:

Foothill Communications

133 N. San Gabriel, Blvd Suite #206

Pasadena, CA 91107

Attn: Kenji Luster, CEO and Cliff Yamamoto,
CTO

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND FOOTHILL COMMUNICATIONS**

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

CITY OF ARCADIA

FOOTHILL COMMUNICATIONS

By: _____
Dominic Lazzaretto
City Manager

By: _____
Kenji Luster
CEO

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

By: _____
Cliff Yamamoto
CTO

APPROVED AS TO FORM

CONCUR:

By: _____
Michael J. Maurer
City Attorney

By: _____
Roy Nakamura
Chief of Police

EXHIBIT A

Scope of Services

I. **SCOPE OF SERVICES**

The consultant shall perform all work necessary to maintain and enhance radio communications within the City and as directed by the City's Chief of Police, or his designee. The Consultant shall provide radio communications services according to the following minimum specifications:

A. **Regular Duty**

- i. Provide labor for radio communications services to include installing, maintaining, and repairing all radio communications and related electronic equipment owned and operated by the City in conformance with established rules and regulations of the Federal Communications Commission. Employees shall engage in troubleshooting radio communications problems and make repairs on-site and off-site on an as-needed basis.
- ii. Have knowledge of, and ability to use, Motorola Wi-Fi Over-the-Air Programming (OTAP) via Motorola Radio Management.
- iii. Familiarity with Motorola radios, to include ability to program, knowledge of equipment, and dealer access.
- iv. Familiarity with EF Johnson radios, to include ability to program, knowledge of equipment, and dealer access.
- v. Provide labor to repair and maintain deskset/base station radios and mobile/portable radios within one business day from time of notification. Parts quoted and billed separately. Depending on the radio or console model, it is possible for required components to be obsolete from the manufacturer and may not be replaceable or repairable. In this instance new model type equipment may need to be obtained and will be quoted and billed separately for items and possible installation labor.
- vi. Provide annual scheduled radio program updates to ensure portable, mobile and base station radios have current programming to communicate with nearby public safety agencies and cities. Updates will be scheduled with the customer to ensure best efficiency to program as many radios as possible in the shortest time frame. Updates may be combined with annual Preventative Maintenance to minimize downtime of a radio being out of service.
- vii. Provide on-site radio reprogramming at Arcadia Police Department for those Motorola radio models equipped and provisioned with WiFi programming via Motorola Radio Management. Includes initial configuration, deployment, maintenance and lease of Foothill Communications Device Programmer computer and WiFi Access Point (if required) and Cisco Virtual Private Network (VPN) Router installed at Azusa Police Department to facilitate communications with the Radio Management Server operated by and located at Foothill Communications.

- viii. Provide annual scheduled Preventative Maintenance of existing deskset and base station radios and mobile/portable radios. Preventative Maintenance to include performing alignment of radios, identifying wear and tear deficiencies of replaceable components, verifying suitability of existing antennas, feedline and cable infrastructure integrity where visibly accessible.
 - ix. Provide labor to maintain and repair the Motorola legacy UHF conventional repeater system infrastructure as needed. Parts quoted and billed separately. Portions of the customer's legacy infrastructure components are now obsolete from Motorola and may not be replaceable or repairable. In this instance new model type equipment may need to be obtained and will be quoted and billed separately for items and possible installation labor.
 - x. Provide recommendations and assistance with future radio communications plans and projects such as technological advancements to the current radio system, recommendations on future purchases and projects related to new designs and infrastructure, implement changes due to changes in the Federal Communications Commission rules, standards, and guidelines, identify new trends in radio communications, and perform related additional work as needed.
 - xi. Provide the above services with on-site response between 9:00 am to 5:00 pm, Monday-Friday, excluding legal holidays, within one business day from time of notification. All other annual services such as radio programming and preventative maintenance are scheduled within open appointments available from time of notification.
- B. **Related Activities.** Report to designated City staff any unlawful act of any condition or deficiency which may pose a hazard or danger to the general public.
- C. **Personnel Selection.** Consultant is wholly responsible for the supervision of contract employees and administration of the contract to the satisfaction of the City. Consultant shall be responsible for providing competent personnel to assist the City with its communication sites and radio equipment. Consultant shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging its personnel. Additionally, Consultant must ensure staffing to ensure that all service requests are filled in accordance with the response time requested (in emergency situations, response time is not to exceed one (1) hour), complete performance evaluations of contract employees, conduct disciplinary action against contract employees, and handle processing for all payroll and benefits allowances for its employees. Consultant shall provide personnel who meet the following minimum criteria:
- i. Education. Contract employees shall have completed the twelfth grade supplemented by training in radio communications.
 - ii. Skill. Contract employees shall be able to read, write, and speak the English language and must be able to write intelligible reports.

- iii. Experience. Contract employees shall have a minimum of three (3) years of experience in maintenance and repair of electronic, microwave, very high-frequency (VHF) and ultra high-frequency (UHF) radio communications equipment.
- iv. Licenses. Contract employees shall be in possession of, or ability to obtain a Federal Communications Commission General Radiotelephone License and a valid driver's license, at the time of execution of the Agreement.
- v. Certifications. Consultant must have available at all times, at least one (1) employee with Motorola Service Elite Specialist (SES) certification or higher, an Electronics Technicians Association (ETA) certification, and a General Radiotelephone Operator License (GROL).
- vi. All Contract employees shall be:
 - a. At least eighteen (18) years of age.
 - b. Physically and mentally capable of performing duties related to radio communications services.
 - c. Neat and well groomed.
 - d. Have the ability to give and follow oral and written instructions in the English language.
 - e. Have the ability to establish and maintain effective working relationships with the public and City personnel.
 - f. Be in possession of valid permits, licenses, and certifications required for the performance of job-related duties at the time of execution of the Agreement.
 - g. Be able to legally, safely, and properly operate necessary computer databases, equipment, and tools.
 - h. Have the ability to operate motor vehicles and walk for several hours or distances; the ability to sit, stand, walk, kneel, crouch, stoop, squat, crawl, twist, climb, and lift fifty (50) pounds; exposure to heat, noise, outdoors, confining work spaces, chemicals, mechanical hazards, and electrical hazards; and ability to travel to different sites and locations.
 - i. Shall have taken and passed a developed reference check, a drug screening test, and undergone a medical examination to determine fitness to perform assigned duties.
 - j. Shall have undergone a criminal history check in order to determine that contract employee possesses no felony criminal convictions. Misdemeanor criminal convictions will be reviewed by the City on a case by case basis for acceptability.
 - k. Shall have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation. Shall be capable of acting in the utmost professional manner when interacting with customers and the general public.

D. Professional Behavior.

- i. Consultant shall be responsible for the conduct, demeanor and appearance of its employees while in the City or while acting in the course and scope of employment.
- ii. While in the City or while acting in the course and scope of employment, all employees of the Consultant shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive or otherwise improper manner.
- iii. Contract employees are trained as to the purpose of their positions and the importance of performing their job duties according to the City's operating instructions.
- iv. All contract employees shall at all times be polite and courteous in their dealings with the City, treating every person with care and respect.
- v. All contract employees are to be attentive, alert and responsive to all customer service issues, needs, comments or complaints.
- vi. All contract employees must speak clearly and in a professional manner while interacting with City officials and when offering the assistance needed.

E. Staffing Levels and Work Schedules.

- i. On a weekly basis, Consultant shall have at least one (1) employee available to provide a minimum of fifteen (15) hours of radio communications services to the Arcadia Police Department. The estimated schedule will be three (3) five (5) hour shifts on Monday – Friday. The amount of hours is subject to increase or decrease at any time, and is based on need.
- ii. The Consultant shall ensure that service is available to the City on an as-needed basis within one business day from the time of notification.
- iii. Consultant shall be responsible for providing a qualified pool of contract employees to consist of a minimum of four (4) employees at all times.
- iv. Each service request shall be determined by the Chief of Police, or his designee. The Consultant shall be readily available to receive the service request by phone or email.
- v. The Chief of Police, or his designee, maintains approval rights for the appointing of all radio communications services positions. The City reserves the right to request that an employee be replaced at any time without cause.

F. Training.

- i. Consultant, at its own cost, shall make its contract employees (regular and replacement

employees) available for an initial one (1) day training (not to exceed eight (8) hours) with an Arcadia Police Department official, to be designated by the Chief of Police. The training will cover the respective scope of job duties and City expectations. Additionally, and as needed, Consultant shall provide retraining and continuing education for contract employees.

Consultant, at its own cost, shall train all of its employees on radio communications prior to being assigned for service in the City.

G. Equipment.

- i. Consultant shall have available for its own use, radio communications tools and equipment, to perform service repairs, installations, and maintenance on any of the City's radio communications equipment. Consultant shall be readily available to help solve the City's radio communications problems and provide recommendations when needed.
- ii. Consultant will be financially responsible for all lost or damaged City property (radios, radio supplies and equipment, tools, etc.) that are issued to and used by Consultant employees.
- iii. Vehicles. Consultant is responsible for supplying its transportation requirements including a minimum of two (2) regulatory vehicles for use in the performance of radio communications duties.
- iv. Consultant shall pay for all associated vehicles costs including but not limited to gasoline and maintenance.
- v. All vehicles used by Consultant in its performance of this Agreement shall:
- vi. Be operated at all times in compliance with all state and local motor vehicle laws.
- vii. Consultant is responsible for the cleanliness, repair, and replacement of all vehicles used in the performance of this Contract.

H. **Reports.** Consultant will be responsible for providing a monthly summary of Consultant employee activities, including, but not limited to, total number of service calls, total number of projects completed, and total billable work hours.

I. **Other.** Consultant shall be responsible for assuring employee compliance with all laws and regulations, compliance for all employment related laws and regulations, responding to inspections/audits by regulatory agencies and the City, and will pay any fines or assessments levied by regulatory agencies.

II. CITY RESPONSIBILITIES

A. General Obligations.

- i. **Background Check.** City will, at its expense, conduct a background check as part of the proposal evaluation process of any employee that may include, but is not limited to: fingerprinting, a check of criminal convictions, and driving history. If the City determines, through said background check, that a contract employee is not qualified to provide services to the City as specified in the RFP and Contract, the City will notify the Consultant in writing as to the City's findings. Although the Consultant may retain the disqualified employee, the Consultant must not use or dispatch the disqualified employee for a service that the Consultant provides to the City under the RFP and Contract.
- ii. **Communications Equipment.** City shall provide to contract employees the equipment to be maintained, installed, and or repaired. City will be responsible for the cost associated with normal maintenance and service equipment.

B. City retains the following rights:

- i. The right to request service at any and all hours.
- ii. The right to demand additional information and reports, including, but not limited to drug-screening reports, as may be permitted by law.
- iii. The right to approve or disapprove of any new hire assigned to the Contract.
- iv. The right to withdraw the enforcement authority of any contract employee, either permanently or temporarily, when such action is in the best interests of the City, and the right to replace any contract employee when his/her continued employment is detrimental to the best interests of the City.
- v. The right to approve or disapprove any invoice and to adjust any invoice to reflect properly applied chargebacks, and the right to charge back any item discovered after an invoice has been submitted and approved for payment.

C. City Supervision:

- i. The City's Chief of Police, or his designee shall have the right of general supervision of all work performed by consultant in shall be the cities agent with respect to obtaining contractors compliance here under. No payment for any services rendered under their agreement shall be made without prior approval of the Chief of Police or his designee.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on an annual basis for the fixed contract rate for work performed within the scope of services including maintenance, support, programming, and service for the city's equipment for a fixed contract fee of \$34,864 (\$38,738 – 10% discount) per year for the first two years. After the second year, the fixed contract fee shall be \$38,738 per year.

Consultant will provide work outlined in the scope of services on site between 9:00 AM to 5:00 PM Monday through Friday excluding legal holidays, within one business day from time of notification. All other annual services such as radio programming and preventative maintenance are scheduled within open appointments available from the time of notification.

Any additional work outside the scope of services will be billed at a standard hourly rate of \$185 per hour except for after hours and weekend responses which will be billed as follows:

After hour responses will incur a \$400.00 surcharge per service call plus hourly rates. Monday through Friday 5:00 PM through 8:00 PM and will be billed at time and a half hourly rate. Monday through Thursday 8:00 PM through 9:00 AM we billed at double time rate. Friday 8:00 PM through Monday AM will be billed at double the time rate.

Hourly rates:

- Time and a half technician \$277.50/hour
- Double technician \$370/hour

Consultant will inform City regarding any out-of-scope work and receive written approval from the City before performing said work. Billing for out-of-scope work shall be billed on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. Out-of-scope work billing is based on time and materials.



STAFF REPORT

Development Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Kevin L. Merrill, City Engineer

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED TRAFFIC SOLUTIONS FOR IMPLEMENTATION OF UPDATED TRAFFIC SIGNAL TIMING, AND CONTROLLER, SIGNAL MONITORING, AND TRAFFIC SIGNAL UPGRADE SUPPORT AT VARIOUS LOCATIONS CITYWIDE IN THE AMOUNT OF \$75,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Development Services Department ("DSD") has implemented new timing and software at 66 of the 77 traffic signals in the City, with remote communication through a central Traffic Control System ("TCS") at City Hall. Of the 66 traffic signals, 28 have been upgraded with new controllers and cabinets that include technology enhancements. Advanced Traffic Solutions is the owner and sole provider of the Fourth Dimension ("D4") controller software (see attached letter, Attachment No. 2), previously purchased and licensed in all controllers citywide. The controllers and technology need periodic upgrades and improvements.

It is recommended that the City Council approve a Professional Services Agreement with Advanced Traffic Solutions for implementation of updated traffic signal timing, and controller, signal monitoring, and traffic signal upgrade support at various locations citywide in the amount of \$75,000, with the option of three one-year extensions at the discretion of the City Manager.

BACKGROUND

In 2007, the City purchased and installed an automated TCS. This system is located at City Hall in the Traffic Management Center and communicates with the City's traffic signals through fiber optics lines or wireless transmitters. Initially, 34 of the City's traffic signals were connected to this system. Over time, more signals have been added and connected, with 66 of the 77 traffic signals currently connected.

In 2013, the City began to upgrade the TCS into a more advanced system of traffic signal control, which included the ability for traffic signals to adapt more frequently to changing traffic conditions. This included the purchase and installation of state-of-the-art controllers and software, initially for a small portion of the traffic signals. Since that time, all remaining traffic signals entirely within the City's jurisdiction have been upgraded and brought online. The new controllers and software have the ability to enhance the traffic signal network as follows:

- Additional signal timing plans - the new controllers have the capability of running 128 timing plans, whereas the previous controllers only allowed a maximum of 9. This allows more flexibility to adapt to multiple traffic conditions especially during major events such as the Fourth of July fireworks, Santa Anita Derby, and Pasadena Pops concerts, which are held in the City annually.
- Notification system - the software has a component for an alert system that will send messages through e-mail and/or text when critical events occur at a traffic signal such as when a signal is in flash, a signal cabinet door is open, manual control is in use, or power is restored after being shut-off. This will enable key personnel to be notified immediately of these events and to react accordingly, as opposed to being notified by the public or through the Police Department.

In 2016, the City released a request for proposals and specifically provided to three firms that offer professional services for traffic signal timing, programming, notification, and hardware changes. Through this process, the City hired Advanced Traffic Solutions to retune a majority of the City's traffic signals, with special attention to those around the Shops at Santa Anita and the Santa Anita Race Track. Both areas were provided with new timing plans whereby traffic signals can adapt more frequently to changing traffic conditions during the holiday season and horse racing events. Since 2016, Advanced Traffic Solutions has worked with the City to make ongoing timing changes, and other traffic signal advancements. These advancements have included the installation of Flashing Yellow Arrows and new Advanced Transportation Controller ("ATC") cabinets on various traffic signal projects, which provide state of the art notification protocols and capacity for more advancements.

As the sole provider of the D4 software, Advanced Traffic Solutions has proven to be the only company able to update, develop, and program the traffic signal controllers with these features in new and existing traffic signal cabinets. In addition, they provide ongoing support and monitoring for all traffic signals using the latest D4 software, their notification system, and the City's TCS.

DISCUSSION

A request for bids was recently advertised for two Capital Improvement Projects (“CIPs”). Two low-bid contractors were selected as follows:

<u>Project</u>	<u>Contractor</u>
Baldwin Streetscapes (4 intersections)	Gentry Brothers, Inc. w/MSL Electric
Huntington Dr. Traffic Signal (7 intersections)	Yunex Traffic

In addition, annual Miscellaneous Traffic Signal Improvement Projects and other CIPs will require new or upgraded timing plans, and conflict monitors in new ATC cabinets. All of the work to develop and implement timing plans in new and existing ATC cabinets is required to be completed, along with the above-mentioned projects. This work can be accomplished by Advanced Traffic Solutions, who submitted a scope of work and cost proposal included in the attached sample contract (see Attachment No. 1 – Exhibit “A”, and “B”). The contract provides a breakdown of all work requested, including costs and billing rates.

Advanced Traffic Solutions has done work for the City for several years now and has demonstrated that they are well qualified and, most importantly, are the only firm that can provide these services for the City’s system. Their scope of work, cost breakdown and sole source letter qualify them to complete these projects and provide ongoing support on an annual basis for future, related projects. Therefore, it is recommended that Advanced Traffic Solutions perform the work for Fiscal Year 2024-25, in the amount of \$75,000, with the option of three one-year extensions at the discretion of the City Manager, provided that any cost adjustments remain within standard inflationary levels during the extension period.

ENVIRONMENTAL ANALYSIS

The proposed action of updating software 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

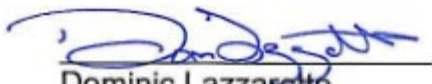
This work is budgeted annually in the Capital Improvement Program as the “Miscellaneous Traffic Signal Improvements Project”. For Fiscal Year 2024-25 through 2028-29, a total of \$150,000 is budgeted each year, with \$100,000 from the Measure M fund, and \$50,000 from the Transportation Impact Fee fund. This current project scope has a budget of \$75,000, with \$50,000 coming from the Huntington Drive Traffic Signal Project (FY 2023-24) and \$25,000 from a portion of the Miscellaneous Traffic Signal Improvements Project Measure M (FY 2024-25) fund. The proposal of \$75,000 matches

the budgeted amount. Therefore, there are sufficient funds to cover this project as well as the City's ongoing needs.

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 Professional Services Agreement with Advanced Traffic Solutions for implementation of updated traffic signal timing, and controller, signal monitoring, and traffic signal upgrade support at various locations Citywide in the amount of \$75,000, with the option of three one-year extensions at the discretion of the City Manager.

Approved:


Dominic Lazzaretto
City Manager

Attachment No. 1: Proposed Professional Services Agreement
Attachment No. 2: Advanced Traffic Solutions sole source letter

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
ON-CALL TRAFFIC ENGINEERING SERVICES**

This Agreement is made and entered into as of June _____, 2024 by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and ADVANCED TRAFFIC SOLUTIONS, LLC., a Texas corporation with its principal place of business at 440 Cobia Drive, Suite 1103, Katy, Texas 77494-7159 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

ON-CALL TRAFFIC ENGINEERING SERVICES (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$75,000 per year. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025, unless earlier terminated as provided herein. The City shall solely have the option to extend the initial Term for up to three (3) successive one-year periods, which shall be deemed to be part of the Term upon exercise of such option by means of written notice to Consultant. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted

- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

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

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

misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

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

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Kevin Merrill, City Engineer

CONSULTANT:
Advanced Traffic Solutions, LLC.
440 Cobia Drive, Suite 1103
Katy, TX 77494-7159
Attn: Eric J. Nelson, President

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND ADVANCED TRAFFIC SOLUTIONS, LLC.**

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

CITY OF ARCADIA

ADVANCED TRAFFIC SOLUTIONS, LLC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael J. Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT A

Scope of Services



Advanced Traffic Solutions, LLC
440 Cobia Dr, Suite 1103
Katy, TX 77494-7159
P: (832) 405-8577 | F: (832) 553-3217



City of Arcadia On-Call Traffic Engineering Services

1.0 GENERAL

The City of Arcadia requested Advanced Traffic Solutions provide an estimate to perform various on-call tasks and related support for the D4 Traffic Signal Software. Tasks include but are not limited to the following:

- General Traffic Signal Timing Support
- Database Conversions for ATC Cabinets
- Support Capital Improvement Project(s) with Pedestrian improvements
- Special Events – Mall / Racetrack Adaptive System
- New / Emerging Technology / Integration
- KLD Adaptive System Support / Integration
- NTCIP Detectors / Red Light Running Protection
- New D4 Features / Field Deployment / Review

There was also a request to support the planned citywide deployment of emergency vehicle priority throughout the City of Arcadia. The rate table is provided in Appendix A and the total amount for this task order is not to exceed \$75,000 per year.



EXHIBIT B

Schedule of Charges



Advanced Traffic Solutions, LLC
440 Cobia Dr, Suite 1103
Katy, TX 77494-7159
P: (832) 405-8577 | F: (832) 553-3217



Appendix A – Rate Schedule

Description of Fees	Unit Cost	
Standard License Fees:		
D4 Software License (License for one Field Location)	\$1,200	ea.
D4 SPaT License (Requires D4 Software License)	\$600	ea.
D4 EV Priority License (Requires D4 Software License)	\$600	ea.
Standard License Fees:		
Miscellaneous D4 Support Services – (Task Based):		
On-Site D4 Training Class (Per Day)	\$3,500	ea.
On-Site Support (Per Day)	\$2,500	ea.
Remote Software / Engineering Support	\$200	hr.

EXHIBIT C

Project Schedule

The term of this Agreement shall be from July 1, 2024 to June 30, 2025, unless earlier terminated as provided herein.

DRAFT



Advanced Traffic Solutions, LLC
440 Cobia Dr, Suite 1103
Katy, TX 77494-7159
P: (832) 405-8577 | F: (832) 553-3217



June 1, 2024

Kevin Merrill
City of Arcadia – Traffic Engineering
240 W Huntington Dr
Arcadia, CA 91007-3401

RE: D4 Traffic Signal Software Support / Maintenance

Dear Mr. Merrill:

Advanced Traffic Solutions (ATS) is the owner and sole provider of the Fourth Dimension (D4) traffic signal controller software previously purchased and licensed in all controllers throughout the City of Arcadia.

D4 is a proprietary system and ATS is the only company permitted to modify the software and provide ongoing support, maintenance, and licensing. We handle all D4 training sessions as well as software updates and integration support.

We value our relationship with the City of Arcadia and look forward to continued collaboration in developing and deploying innovative solutions to address mobility in the region. Please feel free to contact me at (832) 405-8577 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Eric J. Nelson".

Eric J. Nelson, P.E.
President
Advanced Traffic Solutions, LLC



STAFF REPORT

Office of the City Manager

DATE: June 18, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STUDIO SPECTRUM, INC. FOR VIDEO PRODUCTION AND BROADCAST SERVICES FOR CITY COUNCIL MEETINGS IN THE AMOUNT OF \$35,000

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City has a Professional Services Agreement (“Agreement”) with Studio Spectrum, Inc. for live video production and broadcast services for City Council meetings, which will expire on June 30, 2024. They have submitted a proposal to continue their services with an 8% increase in costs to account for inflationary increases over the past few years. It is recommended that the City Council approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with Studio Spectrum, Inc. in the amount of \$35,000 to extend services for an additional year.

DISCUSSION

For 30 years, Studio Spectrum, Inc. has provided broadcast services, including television and web-streaming, for the City of Arcadia. These services include providing two technicians for each City Council Meeting to setup and prepare the broadcast, which entails testing and operating cameras, lights, speakers, microphones, slide shows and AV. Studio Spectrum, Inc. has been the City’s sole provider for recording and broadcasting services, which includes uploading the recording of the meeting to the City’s website and the local Cable Channel. Arcadia has repeatedly selected Studio Spectrum to provide these services due to their innate knowledge of the City’s system, reliability, and high quality of work, as well as their competitive rates.

In June 2021, following a formal solicitation and bid request, the City Council approved a three year agreement with Studio Spectrum, Inc. for video production and broadcast services, expiring June 30, 2024, with the option for two, one-year extensions. This amendment to the Agreement would constitute one of the optional service extensions at

a cost increase of 8% per meeting, with the total expected compensation amount remaining the same at \$35,000 for incidental recording and broadcast needs. The City has been cancelling several meetings in the summertime and has cancelled one or two additional meetings throughout the year for various reasons. Therefore, the overall budget should remain sufficient even with the price increase. The proposed cost increase is reflected in the table below:

Service	July 2021 – June 2024	July 2024 – June 2025
Production, Broadcast & Recording	\$875.00	\$945.00
Web-streaming	\$375.00	\$405.00
Total per Meeting	\$1,250.00	\$1,350.00
TOTAL COMPENSATION	\$35,000.00	\$35,000.00

Over the years, Studio Spectrum has maintained a good working relationship with the City and continues to provide high quality service. Therefore, it is recommended that the City Council extend the Agreement with Studio Spectrum, Inc. for one year.

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

For the term of the Agreement, the fee for production, broadcast, and recording totals \$22,680, or \$945 per meeting (a \$70 increase per meeting). Additionally, the cost of web-streaming has also increased to \$9,720, or \$405 per meeting (a \$30 increase per meeting). Overall, the annual cost to broadcast, record, and produce 24 City Council Meetings is increasing by 8%. The funds for this contract extension and services have been budgeted in the City Manager’s Operating Budget for Fiscal Year 2024-25.

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 an amendment to the Professional Services Agreement with Studio Spectrum, Inc. for video production and broadcast services in the amount of \$35,000.

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

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT FOR VIDEO PRODUCTION AND BROADCAST SERVICES WITH
STUDIO SPECTRUM, INC.**

This Amendment No. 1 (“Amendment No. 1”) is hereby entered into on this ____ day of _____ 2024, by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California, and Studio Spectrum, Inc., a California S-Corporation, with respect to that certain Professional Services Agreement between the Parties dated June 16, 2021 (the “Agreement”).

The Parties agree as follows:

1. Section 3.1.2 of the Agreement, the Term, is amended by extending the term from July 1, 2024, through June 30, 2025 (the “Extended Term”).
2. Section 3.3.1 of the Agreement, the Compensation is amended for the Extended Term as referenced in the attached Exhibit “C”.
3. All of the remaining terms and provisions of the Agreement are hereby reaffirmed.

[SIGNATURES ON NEXT PAGE]

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

CITY OF ARCADIA

STUDIO SPECTRUM, INC.

Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Date: _____

Date: _____

ATTEST:

City Clerk

By: _____
Signature

Print Name and Title

APPROVED AS TO FORM:

Michael J. Maurer

Exhibit “C”

Compensation

City shall pay to consultant the fee of \$1,350 per meeting for the production, broadcast, and web streaming of City meetings (average meeting time of five hours) as outlined below.

Year 1 Extension (July 1, 2024 – June 30, 2025)

Service	Amount
Production, Broadcast & Recording	\$945.00
Web-streaming	\$405.00
Total per Meeting	\$1,350.00
TOTAL COMPENSATION	\$35,000.00



1056 North Lake St. * Burbank, California 91502
 (818) 843-1610 * Fax (818) 843-1145
 www.studiospectrum.com
 CA Contractor's License #996920

Proposal for the City Council Chambers Broadcast Services FY 2024-25

Client:	City of Arcadia	Proposal #:	2365
	240 W. Huntington Drive	Date:	6/10/2024
	Arcadia, CA 91007	Consultant:	John Buckowski
Attn:	City Clerk's Office		
E-Mail:			
Phone:			
Fax:			

This quotation
valid for 30 days

ITM	QTY	Services Description	Per Meeting	Annual Estimate (Based on scheduling 24 meetings per year)
1	1	LIVE BROADCAST SERVICES. TWO-MAN PRODUCTION CREW, PRE PRODUCTION SUPPORT AND ON SITE TECHNICAL SUPPORT DURING COUNCIL MEETINGS	\$945.00	\$22,680.00
2		<i>Includes the following project goals:</i>		
3				
4		a. Film City Council meetings twice monthly. Tasks include pre-meeting creation of graphics and installation of photos; testing and calibration of required audio and video equipment; notation of any required service issues; monitoring audio and video levels during meetings; and programming of meeting for future broadcast.		included
5		b. Maintain equipment service records and coordinate required service.		included
6		c. Control the lighting during City Council meetings.		included
7		d. Provide a live broadcast and two DVD copies of the City Council meeting.		included
8		e. Provide on-call technical support free. On site equipment service (non-warranty related issues, and requested service calls on non broadcast days) will be provided at the on-site service rate of \$150 per hour.		included
9		<i>Includes the following scope of services:</i>		
10				
11		a. Provide live coverage of regularly scheduled Arcadia City Council Meetings.		included
12		b. Provider must work closely with agenda management system vendor and the City Clerk's Office to ensure the meetings are also streaming, including remote broadcast locations.		included
13		c. Provider must arrive in advance of a meeting to properly put all information for captions for the meeting into the character generator.		included
14		d. Provider must convert the meetings to a format to be easily placed on the City of Arcadia website or to provide an archive of Council Meetings.		included
15		e. Provider must display a professional attitude and business attire appropriate for a public meeting.		included
16		f. Provider must keep the control room neat and report any malfunctions in equipment immediately to the City Manager's Office.		included
17		g. Provider must assist with routine maintenance of television broadcast equipment, provide troubleshooting and repair support, and recommend resolutions to problems encountered in the broadcast and archiving of live meetings.		included
18		h. Provider must work with the City Manager's Office to plan and schedule all meetings covered by this RFP, giving at least two weeks' notice if they are unable to provide coverage for any particular meeting. It will be the Providers responsibility to sub-contract and/or assign resources to operate the control room for a meeting broadcast production if the provider has an emergency or other scheduling conflict.		included
19		i. Provider will assist in creating a resource manual and training manual for operation of equipment.		included

20		j. Provider will work with the City Manager's Office to develop and maintain a Bulletin Board featuring community calendar events, city events and special programming notes, etc. Meeting agendas are available on our website, www.arcadiaca.gov	included	
21		k. Provider must obtain and support all software required by Charter Communications to provide broadcasting services.	included	
22		l. Provider must comply with all applicable ordinances, laws, rules, and regulations of the city, county, state, and federal government. Person or persons shall maintain and operate under a current business license for the City of Arcadia.	included	
23		<i>The City of Arcadia, specifically the City Manager or his/her designee, has the ability to approve or deny all programming submitted for broadcast on the government access channel.</i>	included	
24				
25	1	LIVE HD* VIDEO STREAMING and ON-DEMAND VIDEO INDEXING; PUBLISHING and ARCHIVING SERVICES	\$405.00	\$9,720.00
26		Includes the following scope of services:		
27				
28		The streaming media will consist of live and recorded public meetings, public information, and programming accessible from the City of Arcadia's's website. The successful bidder (Vendor) shall create and maintain portal web pages. All video shall be available as streaming h.264 format suitable for mobile devices.	included	
29		Service must include storage and distribution management, continuous systems management, and technical support available 24 hours per day, seven days per week. On-demand video archives must include existing City of Arcadia archives from 2014 forward, or whatever past archive limitation is determined by the city manager.	included	
30		Video and data archives will be maintained in multiple locations; in a vendor owned media vaults for public access, in at least one other media vault for use in the event of failure, and in an optional City of Arcadia owned media vault for staff access. On-demand archives must include unlimited public meeting content, unlimited storage and unlimited amount of other content. The live video stream will be provided through a Vendor owned encoder. The encoder application software must be Vendor provided, installed, and maintained.	included	
31		Public meeting archives must include the ability to incorporate meeting agendas and the ability for users to jump to indexed locations in the video recordings that correspond to any agenda item. The service must include the marking and date/time stamp of the video index points both during encoding and the video has been recorded. Public meeting video archives must be automatically available to the public within six hours of meeting adjournment.	included	
32		Web pages must be secured via an HTTPS security certificate to allow for seamless embedding on the City provided web site.	included	
33				
34				
35				
36				
37				
38		Per Meeting Services Total (Production and Streaming)	\$1,350.00	
39		Estimated Annual Services Total (24 Meeting Events)		\$32,400.00



STAFF REPORT

Administrative Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Henry Chen, Interim Administrative Services Director

SUBJECT: PROFESSIONAL SERVICES AGREEMENT EXTENSION WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING CITATION, PARKING PERMIT, AND ADMINISTRATIVE CITATION PROCESSING SERVICES IN AN AMOUNT NOT TO EXCEED \$58,100

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City's contract with Phoenix Group Information Systems ("Phoenix") to provide administrative citation services, expires on June 30, 2024. While staff intends to undertake a comprehensive review of the citation and parking permit process to enhance the service and make it more user-friendly, this process will involve reviewing various vendor offerings, researching current best practices, and implementation, all of which could take substantial time. To facilitate that review period, Phoenix has agreed to extend the current contract term for two years with no cost increases, and will provide the City with new equipment. It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement extension with Phoenix for citation and parking permit processing services for two years, in an amount not to exceed \$58,100 annually.

BACKGROUND

The City began working with Phoenix in 2017 to handle the City's parking and administrative citations, delinquency collections program, and overnight parking permits. These responsibilities were previously handled by City staff. Phoenix also conducts the City's monthly appeal hearings for citations and provides an interface with the Department of Motor Vehicles for vehicle information. Annually, the City issues about 10,000 parking citations and 150 administrative citations, as well as selling approximately 4,000 overnight parking permits.

During the COVID-19 pandemic, Phoenix helped the City implement an online process for parking permit renewals that helped reduce the number of customers coming to City

Hall to renew their overnight parking permits. This enhanced process reduced the lines that City Hall typically experiences at the end of the year when residents are renewing their overnight parking permits. As part of implementing the online process, their contract was extended through the end of this Fiscal Year.

The City has found the online services very beneficial for both staff and the public, and is envisioning even more improvements to the system to make the process more user friendly. Some of the additional features the City is looking to implement include, allowing residents to transfer their permits and contest their tickets online, better integration with the City's financial and cashiering systems, electronic document storage, and an online reporting portal. Additionally, more email, text, and other electronic communication methods for permit renewals or fulfillment would be beneficial to the customer experience. As such, the City expects to issue a request for proposals for an expanded level of service, in the future.

DISCUSSION

Given that the proposal process could take over a year, including implementation of a new system, Arcadia needs to keep the existing system in place in the meantime. Phoenix was contacted to see if they had an interest in a short term contract extension. Phoenix has agreed to a two-year extension with no cost increase, and has offered to provide the City with new, updated handheld devices for the parking enforcement team.

Staff is satisfied with the services provided by Phoenix and believes this offer is a fair value exchange for the extension. It is recommended that the City sign a two-year extension with Phoenix for Parking Citation, Parking Permit, and Administrative Citation processing services. The estimated annual contract cost of \$58,100, shown in the following table, is based on the average expenses for the last three years. This amount is slightly higher than the estimate from the prior contract due to a higher volume of citations and increases in postage rates. The total costs will vary depending on the number of transactions that occur.

Estimated Costs for Citations and Permits		
	Fixed Costs	Variable Costs
Parking Citations		
3 x Handheld Lease (\$105/month)	\$ 3,780	
Handheld Support (\$40/month)	480	
Citations and Processing		\$ 10,100
Postage (First Class Rates)		5,300
Letters and Notifications		2,400
Payment Plans	1,500	
Handheld Supplies and Maintenance		2,800
Estimated Annual Parking Citation Costs	\$ 5,760	\$ 20,600
Delinquency and Collections		
Delinquent Collections (15% of collections)		\$ 17,200
Hearings (\$100/hr, 4 hour minimum)		\$ 4,800
Estimated Annual Delinquency Costs	\$ -	\$ 22,000
Overnight Permit Processing		
Software License & Hosting (\$395/month)	\$ 4,740	
Processing and Reporting		\$ 3,200
Estimated Annual Permit Costs	\$ 4,740	\$ 3,200
Administrative Citation		
Software License & Hosting (\$150/month)	\$ 1,800	
Estimated Annual Administrative Citation	\$ 1,800	\$ -
Sub-Total	\$ 12,300	\$ 45,800
ESTIMATED TOTAL ANNUAL COST		\$ 58,100

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The contracted rate will not increase over the extension period. The annual contract cost is not expected to exceed \$58,100 but can vary depending upon the number of transactions that take place. The contracted amount has been included in the Fiscal Year 2024-25 Operating Budget.

RECOMMENDATION

It is recommended that the City Council approve, authorize and direct the City Manager to execute a Professional Services Agreement Extension with Phoenix Group Information Systems for parking citation, parking permit, and administrative citation processing services for two years, in an amount not to exceed \$58,100 annually.

Professional Services Agreement Extension
Phoenix Group Information Systems
June 18, 2024
Page 4 of 4

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, P.E., Interim Principal Civil Engineer

SUBJECT: CONTRACT WITH GENERAL PUMP COMPANY, INC. FOR THE REMOVAL AND REPLACEMENT OF BALDWIN BOOSTER PUMP D IN THE AMOUNT OF \$139,790, WITH A 10% CONTINGENCY

CEQA: Exempt

Recommendation: Approve

SUMMARY

The Public Works Services Department ("PWSD") is responsible for the daily operation and maintenance of the City's water system, which includes wells and booster pumps. The PWSD utilizes 29 booster pumps that pump water through the distribution system. Regular inspection and maintenance of the City's booster pumps revealed that Baldwin Booster Pump D is at the end of its useful life and in need of replacement. To ensure the City is receiving the most competitive price and quality service for this work, a formal bid was conducted; General Pump Company, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with General Pump Company, Inc. for the removal and replacement of Baldwin Booster Pump D in the amount of \$139,790, and approve a 10% construction contingency.

BACKGROUND

The City of Arcadia's water system annually delivers an average of 13,000 acre-feet of potable drinking water to approximately 14,400 water service connections. The water supply for the system is obtained from 10 active groundwater wells. The water system also utilizes 29 booster pumps that pump water through the distribution system, and 15 reservoirs that hold approximately 45 million gallons of water. The PWSD is responsible for the daily operation and maintenance of the City's wells and booster pumps. Regular inspections and maintenance of booster pumps is crucial to ensuring that the pumps are operating at their maximum capacity and efficiency. Regular inspection and maintenance of the Baldwin Boosters revealed that Booster Pump D is in need of replacement. The Baldwin Booster

system consists of three booster pumps (B, C, and D). The two 100 horsepower Booster Pumps, B and C, were rehabilitated in 2018. The remaining 60 horsepower Booster Pump D is at the end of its useful life and in need of replacement. Booster Pump D only operates during peak demands and serves as the back-up in case Booster Pumps B and C have mechanical issues. Furthermore, the Baldwin Booster Station boosts water from Zone 3 into Zone 2 because Zone 2 does not have enough water sources to meet system demands. As a result, Zone 2 relies on water boosted from Zone 3. The removal and replacement of the existing 60 horsepower Booster Pump D with a 100 horsepower booster pump, is crucial to ensure the water distribution system is meeting the necessary demands of Zone 2 and will increase system reliability and redundancy. Additionally, the new booster pump will be installed with an energy efficient motor.

DISCUSSION

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to contractors that perform this type of work. On May 28, 2024, the City Clerk received three sealed bids with the following results:

Bidder	Location	Bid
General Pump Company, Inc.	San Dimas	\$ 139,790
Cora Constructors, Inc.	Palm Desert	\$ 193,900
Minako America Corporation dba Minco Construction	Gardena	\$ 1,010,900

Bid documents were carefully reviewed for content, and the contractor's background and recent projects were investigated. It was determined that General Pump Company, Inc. submitted the lowest responsive bid. General Pump Company, Inc. has satisfactorily performed similar work on City wells and pumps in the past and has completed similar projects for the Cities of Ontario, Victorville, and Orange, as well as the Cucamonga Valley Water District.

ENVIRONMENTAL ANALYSIS

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

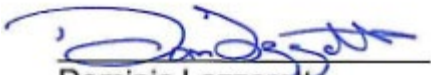
FISCAL IMPACT

Funds in the amount of \$200,000 have been budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the removal and replacement of Baldwin Booster Pump D. The total cost for the removal and replacement of Baldwin Booster Pump D is \$139,790. A 10% construction contingency would bring the total cost to \$153,769, which is within the adopted budget.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt per Section 15302(2) of the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Contract with General Pump Company, Inc. for the removal and replacement of Baldwin Booster Pump D in the amount of \$139,790, with a 10% construction contingency.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Proposed Contract with General Pump Company, Inc.

CITY OF ARCADIA

**REMOVAL AND REPLACEMENT OF
BALDWIN BOOSTER PUMP D PROJECT
PROJECT NO. 72863024**

CONTRACT

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

CONTRACT FOR THE CITY OF ARCADIA

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

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

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

Removal and Replacement of Baldwin Booster Pump D Project / Project No. 72863024

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

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **ONE HUNDRED-FIFTY (150) CALENDAR DAYS calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **ONE HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED NINETY DOLLARS AND NO CENTS (\$139,790.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

GENERAL PUMP COMPANY, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney



STAFF REPORT

Police Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: AMENDMENT NO. 1 TO THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY ("ICI") SYSTEM ANNUAL SUBSCRIBER AGREEMENT AND FEES FOR A FIVE-YEAR PERIOD, IN AN AMOUNT NOT TO EXCEED \$325,000 OVER THE FIVE-YEAR PERIOD

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Arcadia Police Department's Agreement with the Interagency Communications Interoperability ("ICI") System Joint Powers Authority for wireless communication use, expired on March 1, 2024. The City and other partner agencies benefit from ICI's infrastructure, which provides for a wide area interoperable radio system. It is recommended that the City Council approve Amendment No. 1 to renew the ICI Annual Subscriber Agreement and fees, for a five-year period beginning July 1, 2024, to June 30, 2029, in an amount not to exceed \$325,000 over the term of the agreement.

BACKGROUND

The Interagency Communications Interoperability ("ICI") System is a regional Land Mobile Radio ("LMR") system that provides coverage through the Los Angeles County region to member, subscriber, and affiliated agencies. ICI is a California Joint Powers Authority, which was formed in 2003 and became operational in 2004. The concept of ICI was formulated by a group of the member agency leaders who shared a common need to replace their aging infrastructure.

Governance Member entities own the system infrastructure and Subscriber Member entities make use of the system through access agreements. The members of ICI consist of the Cities of Beverly Hills, Burbank, Culver City, Glendale, Montebello, Pasadena, Pomona, and the San Gabriel Valley JPA group, which consists of the Cities of Azusa, Covina, Glendora, Irwindale, La Verne, and West Covina. In addition to the 13 Member cities of the JPA, another 10 cities in Los Angeles County utilize the system as

Subscribers for their police and/or fire agencies, including the Cities of Arcadia, Alhambra, Claremont, Monrovia, Monterey Park, San Fernando, San Gabriel, San Marino, Sierra Madre, and South Pasadena.

Presently, there are more than 120 public safety agencies consisting of police, fire, public works, and public utility agencies, supported by ICI. These agencies represent 41 individual cities and several thousand first responders within Los Angeles County. The ICI system supports Police, Fire, Emergency Medical Services, General Government, and Public Utility resources in its member and subscriber communities. ICI is a full-service system sustaining both first and second responder resources on a single interoperable communications platform. There are some 28,000 radios affiliated with the system, including regional mutual aid resources. ICI is a shared system with components purchased and constructed by individual cities, linked together through a microwave network to provide regional coverage. Overall, the system has a regional footprint that allows agencies wide area coverage with interoperability at the cost of a small municipal system.

The ICI system provides radio service to nearly the entirety of Los Angeles County's 4,500 square mile area, with excellent coverage in the urban and suburban areas of the entire operational area. Employing high-level, high-power repeater sites, the regional coverage footprint of the ICI system is robust throughout the entire county and beyond, reaching several miles into the adjoining Counties of San Bernardino, Orange, and Ventura.

DISCUSSION

The Department's radios (mobile and handheld) previously ran off the City's repeater site at Santa Anita Ridge, located above Arcadia on the South/Eastern slopes of Mt. Wilson. The City owns the repeater site, which houses two repeaters with interchangeable connections that can support each other during times of need. There is no cost to run the repeater site other than maintenance, which is performed on an as-needed basis. While the annual cost tends to be nominal, the need to upgrade and update the repeater site from time-to-time can be significant. More importantly, the City's standalone system is only useful within City limits and a small range beyond. Given the regional nature of policing investigations, training, and court appearances, officers are often outside of City limits, but still require a means of communicating with the dispatch center as well as other officers.

The upgraded digital solution, a fiber optic network provided by ICI, expands the radio connection's coverage. This enhancement enables crystal-clear calls from Santa Monica to Rancho Cucamonga. Officers in various cities can now communicate as if they are in close proximity. Such precise communication was not possible with the City's previous connection. To ensure clear and efficient communication, the City finds significant value in the ICI subscriber fees.

As a subscriber agency, Arcadia is required to pay annual fees. These fees are determined by the ICI Governance Board and were set when the Agreement was renewed in March 2024. The subscriber fees are calculated at a rate of \$300 per radio, per year (\$25 per radio, per month). Currently, the Department has 185 radio connections but is permitted 200 connections, which can be adjusted based on the Department's needs such as staffing changes or multiple radio connections per vehicle.

It is possible that subscriber fees may increase in the future; however, the projected cost for the new five-year Agreement is not expected to exceed \$65,000 annually. This amount covers 200 radio connections and a \$5,000 contingency for additional connections or potential cost increases. The City will only pay for the actual number of connections used each year at the applicable annual rate set by ICI. Furthermore, the proposed rate remains unchanged and matches the cost from the previous five-year agreement. It should be noted that the Agreement expired on March 1, 2024, but the City's subscriber fees and coverage are paid through June 30, 2024.

ENVIRONMENTAL ANALYSIS

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

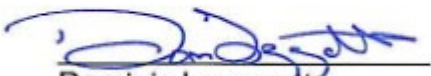
FISCAL IMPACT

Sufficient funds (\$65,000) for the first year of the Agreement have been allocated in the Department's FY 2024-25 Operating Budget. Future years will be budgeted as needed in the Police Department's 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 approve Amendment No. 1 of the Interagency Communications Interoperability ("ICI") System Agreement and fees for a five-year period, in an amount not to exceed \$325,000 over the five-year period.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Copy of ICI Subscriber Agreement and Amendment No. 1.

**WIRELESS COMMUNICATIONS USE AND MAINTENANCE AGREEMENT
TWEEN ICIS AND THE CITY OF ARCADIA FOR PURPOSES OF OPERATING
UPON THE ICIS SYSTEM**

THIS AGREEMENT, made and entered into this 1 day of MARCH, 2019, by and between the Interagency Communications Interoperability System (ICI System), JPA, and the City of Arcadia, California ("Subscriber").

RECITALS

Whereas the Member Agencies of the Interagency Communications Interoperability System Governance Board ("ICI System") have built and maintain an infrastructure which provides for a wide area interoperable radio system; and

Whereas the Member Agency Systems have the technical ability and capacity to host additional radio units which may communicate upon the regional system as determined by the ICI System Technical Committee; and

Whereas the Governance Board has approved by Motion to host Subscriber's radio units upon the system; and

Whereas Subscriber is a government entity that maintains Land Mobile Radio (LMR) communications systems and devices compatible with the ICI System and desires to access and employ the system for purposes of public safety operational communications consistent with the purpose and mission of the ICI System;

NOW THEREFORE, the parties agree as follows:

1.0 TERM

The term of this Agreement shall begin on the date set forth above, and shall continue for five (5) years (the "Initial Term"). Either party, by notifying the other party in writing, may upon sixty (60) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. ICI System reserves the right to immediately discontinue Subscriber access to the system in the event of any misuse or inappropriate employment of system resources or in the event of non-payment of applicable fees.

2.0 DESCRIPTION OF SERVICES

2.1 Assignment of Talk Groups: ICI System shall provide Subscriber use of specific Talk Groups within the ICI System trunked communications system. These Talk Groups will be identified and allocated for a number of radios set forth by the ICI System Technical Committee. Talk Groups shall only be programmed in and employed by those radios for which fees have been assessed.

2.2 Restrictions on Use of Talk Groups: Subscriber shall access only those Talk Groups previously approved and assigned to Subscriber. Any use of Talk Groups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law. Talk Groups shall only be used in the course of Subscriber's official business. Subscriber shall not utilize ICI System or ICI System Member Talk Groups for any other purpose. Subscriber shall not provide system access, including access to their assigned Talk Group(s), to any third party without the express approval of ICI System and any affected ICI System Member Agency in conformance with Subscriber procedures.

2.3 Restrictions on System Sites: ICI System Member Agency(s) may restrict Subscriber from Roaming into and upon a Member Agency's specific sites if the Member Agency determines it has insufficient capacity to accommodate system loading resulting from Subscriber's operations. In such cases the affected Member Agency will cause timely notification to both ICI System and the Subscriber Agency. Restriction from specific Member Agency sites shall not affect Subscriber's responsibility for Roaming and Access fees for system use.

2.4 Fees: Subscriber shall pay Subscription and Roaming Fees assessed per radio directly to ICI System in advance on an annual basis. Annual Fees are due within 90 days of the start of each Fiscal Year or within 90 days of the effective date of the Subscriber Agreement. Partial year agreements shall be prorated. Failure to deposit applicable fees will result in suspension of system access by Subscriber's resources. ICI System will invoice Subscriber Agency directly for applicable fees. Fees are established by the Governance Board. Fees for Direct Subscribers are \$300 per radio per annum (\$25 per radio per calendar month) at the date of this Agreement.

3.0 PROJECT MANAGEMENT.

The ICI System Executive Director or his or her designee shall serve as ICI System project manager. The Chief of Police of the City of Arcadia, or his/her designee, shall serve as Subscriber's project manager. The project managers shall be available to meet at a mutually agreed upon time and place to coordinate and review the use of the Talk Groups.

4.0 INDEMNIFICATION.

Subscriber agrees to indemnify, hold harmless, defend, and release Member Agency(s) and the ICI System JPA, their elected officials, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of services, equipment or materials provided under this Agreement, including but not limited to the failure of any portion of the ICI System.

5.0 LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event will Member Agencies, ICI System, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if ICI System has been advised of the possibility of such damages. In any case, ICI System's maximum cumulative liability and Subscriber's exclusive remedy for any claims whether in contract or tort or otherwise, arising out of or related to services or these terms and conditions will be limited to the amount actually paid by Subscriber to ICI System for the services during the six months immediately preceding any such liability.

6.0 DISCLAIMER.

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk. ICI SYSTEM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

7.0 GENERAL PROVISIONS.

- 7.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto.
- 7.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this Agreement. Any such purported assignment shall be void.
- 7.3 Compliance with Laws:** Each party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable to the ICI System or the operations of the parties on the ICI System.
- 7.4 Force Majeure:** If performance is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, riot, war, blackout, air raid, air raid alarm, act of public enemy, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension; provided, however, that if such suspension continues for a period of one (1) year, this Agreement shall terminate. Should this Agreement be suspended or terminate pursuant to this paragraph Subscriber, shall thereupon

pay to ICI System any debt then owing to ICI System pursuant to this Agreement on the date of such suspension or termination.

- 7.5 Waiver; Remedies Cumulative:** By entering this Agreement, no party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties of this Agreement.
- 7.6 Mitigation of Damages:** In all situations arising out of this Agreement, the parties, shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- 7.7 Governing Law:** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of the Los Angeles County.
- 7.8 Attorney Fees:** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall if it is in the interest of justice to do so, award the full amount of costs, expenses, attorney's fees paid or incurred in good faith.
- 7.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 7.10 Authorization:** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 7.11 Entire Agreement Between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both parties.
- 7.12 Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- 7.13 Notices:** For the purpose of notifying or contacting the other party relative to any matter concerning this Agreement, a party shall mail such notice to the party to be notified, by United States Mail, first class postage prepaid, addressed as follows:

Interagency Communications Interoperability System, JPA
613 East Broadway, Room 200
Glendale, CA 91206
ICIS.JPA@gmail.com
Executive Director – Raymond Edey
Redey@ci.glendale.ca.us
818-548-3151

Subscriber: City of Arcadia Police Department
Address: 250 W. Huntington Drive
Arcadia, CA 91007
Tel: (626)574-5185
Fax: (626)574-5177
Email: pfoley@ArcadiaCA.gov
ATTN: Captain Paul Foley

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either party may change the specified person or address at which it is to receive notices by giving ten (10) days notice of such change to the other party in writing.

SIGNATURES ON NEXT PAGE

In recognition of the obligations stated in this Agreement, the parties have executed this agreement on the date indicated above.

ICI SYSTEM:

By Sheryl D. Moore
Name: Sheryl D. Moore
Title: Chairperson

Approved as to Form:

By: Louise G. Vartanian
Name: Louise G. Vartanian
Title: Principal Asst. CA.

SUBSCRIBER:

By Dominic Brussetto
Name: Dominic Brussetto
Title: City Manager

By Robert Guthrie
Name: Robert Guthrie
Title: Chief of Police

Approved as to Form:

By: Stephen P. Deutsch
Name: Stephen P. Deutsch
Title: City Attorney

AMENDMENT NO. 1
**WIRELESS COMMUNICATIONS USE AND MAINTENANCE AGREEMENT BETWEEN THE
INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM AUTHORITY, JPA AND THE
CITY OF ARCADIA FOR PURPOSES OF OPERATING LAW ENFORCEMENT RESOURCES UPON THE
ICI SYSTEM NETWORK**

THIS AMMENDMENT #1 ("Amendment") is made and entered into this 1st day of March, 2024, ("Effective Date"), by and between the Interagency Communications Interoperability System (ICI System), JPA, and the City of Arcadia ("Subscriber").

RECITALS

1. Whereas on March 1, 2019, ICI System and the City of Arcadia entered into a Subscriber Agreement for purposes of the Arcadia Police Department operating upon the ICI System Network for regional public safety communications. The Agreement expired March 1, 2024; and

2. Whereas the parties desire to extend the term of the Agreement.

AGREEMENT

ICI System and the City of Arcadia agree as follows:

Section 1.0 Term is amended as follows:

Section 1.1 The Term of this Agreement shall be for a period of five years, commencing March 1, 2024. All other terms of the Agreement remain as set forth.

WHEREFORE, the parties have caused this Amendment to be duly executed on the date set forth opposite their signature.

Digital Signatures. A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

ICI SYSTEM, JPA

CITY OF ARCADIA

Chair, Governance Board

Authorized Representative

Date: _____

Date: _____



STAFF REPORT

Public Works Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH DANIELS TIRE SERVICE, INC. FOR THE PURCHASE OF TIRES AND TIRE RELATED SERVICES FOR CITY VEHICLES IN AN AMOUNT NOT TO EXCEED \$75,000

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Public Works Services Department ("PWSD") Fleet Section is responsible for purchasing and maintaining tires and accessories for all City vehicles. Utilizing the National Association of State Procurement Officials ("NASPO") cooperative purchasing program enables the City to streamline the process of procuring tires and related services, while receiving the best price possible. It is recommended that the City Council approve a purchase order with Daniels Tire Service, Inc. for the purchase of tires and tire related services in an amount not to exceed \$75,000, with optional annual extensions through June 30, 2027, at the City Manager's discretion.

BACKGROUND

The PWSD Fleet Section ("Fleet Services") is responsible for purchasing and maintaining tires and accessories for all City vehicles. It is critical that Fleet Services maintains the proper on-hand inventory of tires to prevent an interruption in daily operations as well as 24-hour service for City vehicles and heavy-duty emergency equipment.

DISCUSSION

To ensure that Fleet Services maintains the proper tire inventory, a detailed list of items covering every required tire size, accessory, and related tire service was compiled. After exploring possible purchasing options, it was determined that using NASPO, a national cooperative purchasing program, provides the best value for quality products and services to best meet the City's range of potential needs.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by NASPO, 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 by purchasing tires and related accessories at a lower cost than traditional competitive bidding.

NASPO awarded a master agreement to Goodyear Tire & Rubber Company ("Goodyear"), for their full line of tires and related services. Under the master agreement, Goodyear, a global tire manufacturer and distributor, has certified and authorized specific independent dealers to provide tires and affiliated services related to the purchase of Goodyear tires. Daniels Tire Service, Inc. is a local authorized Goodyear dealer and has previously supplied tires and tire related services to the City. The master agreement (Contract Number 24155) begins July 1, 2024, and expires June 30, 2027. The master agreement has been reviewed by the PWSD and has been determined to meet the City's procurement requirements. Therefore, it is recommended that the City Council approve a Purchase Order with Daniels Tire Service, Inc. to obtain the necessary tire inventory and services for FY 2024-25. It is also recommended that the City Council authorize optional annual extensions through June 30, 2027, at the discretion of the City Manager, provided that the pricing remains in-line with normal inflationary costs during that period.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

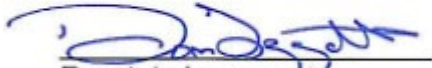
The requested Purchase Order amount is based on the estimated need for tire supplies and services, in an amount not to exceed \$75,000. Fleet Services may purchase an amount less than the estimate given, according to the needs of the City. Sufficient funds are budgeted in the Fiscal Year 2024-25 Operating Budget, Vehicle Maintenance account, for the purchase of tires and tire related 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 a Purchase Order with Daniels Tire Service, Inc. for the purchase of tires and tire related services for City vehicles in an amount not to exceed \$75,000, with optional annual extensions through June 30, 2027, at the discretion of the City Manager.

Purchase Order for Tires & Related Services
June 18, 2024
Page 3 of 3

Approved:

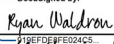

Dominic Lazzaretto
City Manager

Attachment: Goodyear NASPO Master Agreement

Iowa Department of Administrative Services
Contracts Declaration & Execution Page

Title of Contract: Tires, Tubes, and Services		Bid Proposal Number RFP0223005113	Contract Number 24155
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services (DAS)			
Contractor's Name: Goodyear Tire & Rubber Company			
Contract to Begin: July 1, 2024	Date of Expiration: June 30, 2027	Annual Extensions: Three (3)	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – NASPO Valuepoint Terms and ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 34 Section 4 – ContactsPage 37 Attachment 1 - Approved Distributor (Dealer) Agreement.....Page 38 Attachment 2 – Warranty.....Page 41			

Warranty
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

DocuSigned by:  By (Authorized Signature)		Contractor: Goodyear Tire & Rubber Company	
Ryan Waldron Printed Name and Title of Person Signing		President, North America Consumer	Date Signed 4/9/2024
200 Innovation Way Akron, Ohio 44316 Address			

State of Iowa: Department of Administrative Services – Central Procurement		
By (Authorized Signature) 		Date Signed April 10, 2024
Printed Name and Title of Person Signing Karl Wendt, Procurement Manager		
Address 1305 E Walnut ST, Des Moines, IA 50319		

SECTION 1

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

1.1 Definitions

- 1.1.1 Acceptance** means acceptance of goods and services as set forth in Section 1.9 of this Master Agreement.
- 1.1.2 Authorized Dealer** means any independent, third-party dealer authorized by Contractor to sell products and /or provide services under this Master Agreement.
- 1.1.3 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.1.4 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.1.5 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.1.6 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.1.7 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.1.8 NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.1.9 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.1.10 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity- specific language or other requirements (e.g., ordering

procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.1.11 Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.1.12 Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.1.13 Product or Products and Services means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.1.14 Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.2 Term of Master Agreement

1.2.1 Initial Term

The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional one-year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

1.2.2 Amendment Limitations

The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.2.3 Amendment Term

The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

1.3 Pricing, Payment & Leasing

1.3.1 Pricing

The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

1.3.1.1 All prices and rates must be guaranteed for the initial six (6) month term of the Master Agreement.

1.3.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least six (6) months prior to the effective date.

1.3.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

1.3.1.4 No retroactive adjustments to prices or rates will be allowed.

1.3.2 Payment

Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within sixty (60) days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After sixty (60) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

1.3.3 Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

1.4 Ordering**1.4.1 Order Numbers**

Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

1.4.2 Quotes

Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing.

This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

1.4.3 Applicable Rules

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

1.4.4 Required Documentation

Contractor must not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

1.4.5 Term of Purchase

Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

1.4.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

1.4.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

1.4.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

1.4.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor must perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor must not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

1.4.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

1.4.6 Order Form Requirements

All Orders pursuant to this Master Agreement, at a minimum, must include:

- 1.4.6.1** The services or supplies being delivered;
- 1.4.6.2** A shipping address and other delivery requirements, if any;
- 1.4.6.3** A billing address;
- 1.4.6.4** Purchasing Entity contact information;
- 1.4.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 1.4.6.6** A not-to-exceed total for the products or services being ordered; and
- 1.4.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

1.4.7 Communication

All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

1.4.8 Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

1.5 Order of Precedence

1.5.1 Order

Any Order placed under this Master Agreement will consist of the following documents:

- 1.5.1.1** A Participating Entity's Participating Addendum ("PA");
- 1.5.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
- 1.5.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 1.5.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

1.5.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.5.2 Conflict

These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

1.5.3 Participating Addenda

Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

1.6 Participants and Scope

1.6.1 Requirement for a Participating Addendum

Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

1.6.2 Applicability of Master Agreement

NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

1.6.3 Authorized Use

Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.6.4 Obligated Entities

Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those

Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

1.6.5 Notice of Participating Addendum

Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

1.6.6 Eligibility for a Participating Addendum

Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

1.6.7 Prohibition on Resale

Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

1.6.8 Individual Customers

Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

1.6.9 Release of Information

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

1.6.10 No Representations

The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

1.7 NASPO ValuePoint Provisions**1.7.1 Applicability**

NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 1.5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

1.7.2 Administrative Fees**1.7.2.1 NASPO ValuePoint Fee**

Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

1.7.2.2 State Imposed Fees

Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

1.7.3 NASPO ValuePoint Summary and Detailed Usage Reports**1.7.3.1 Sales Data Reporting**

In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by

NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

1.7.3.2 Summary Sales Data

“Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

1.7.3.3 Detailed Sales Data

“Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

1.7.3.4 Sales Data Crosswalks

Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Contractor’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

1.7.3.5 Executive Summary

Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or

implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

1.7.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

1.7.4.1 Staff Education

Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

1.7.4.2 Onboarding Plan

Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

1.7.4.3 Annual Contract Performance Review

Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

1.7.4.4 Use of NASPO ValuePoint Logo

The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

1.7.4.5 Obligation to Act in Good Faith

The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section 1.7. Nothing in this Section 1.7.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers."

1.7.5 Cancellation

In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

1.7.6 Canadian Participation

Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

1.7.7 Additional Agreement with NASPO

Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

1.8 Shipping and Delivery**1.8.1 Shipping Terms**

All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

1.8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

1.8.2 Minimum Shipping

The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

1.8.3 Inside Deliveries

To the extent applicable, all deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor’s carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

1.8.4 Packaging

All products must be delivered in the manufacturer’s standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.

1.9 Inspection and Acceptance

1.9.1 Laws and Regulations

Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

1.9.2 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 1.9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

1.9.3 Inspection

All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

1.9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

1.9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

1.9.4 Failure to Conform

If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract

requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

1.9.5 Acceptance Testing

Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

1.9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

1.9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

1.9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

1.9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

1.9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

1.10 Warranty

1.10.1 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

1.10.2 Warranty

The terms, conditions and limitations of Contractor's applicable limited warranties for new and retread tire products, as in effect from time to time and attached hereto as Attachment 2.

Purchasing Entities in connection with the Master Agreement. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS, WITHOUT

LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

1.11 Product Title

1.11.1 Conveyance of Title

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

1.11.2 Embedded Software

Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

1.11.3 License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

1.12 Indemnification

1.12.1 General Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or volunteers, at any tier, relating to performance under this Master Agreement.

For the avoidance of doubt and notwithstanding anything to the contrary herein, all parties to this Master Agreement or a Participating Addendum acknowledge that: (i) Contractor may provide the Products or services through its Authorized Dealers and (ii) all Authorized Dealers shall be directly and fully responsible (without any contribution from Contractor or its employees) to the Lead State, Participating Entities and Purchasing Entities for any liabilities, negligence, insurance requirements, wrongful acts or warranties directly related to performance of the Authorized Dealers under this Master Agreement. All Authorized Dealers will execute an Approved Distributor (Dealer) Agreement, attached as Attachment 1. Failure to enforce an Approved Distributor (Dealer) Agreement when such Authorized Dealer does not abide by its indemnification

requirements shall qualify as an event of default on this Master Agreement under Section 1.14.8.

1.12.2 Intellectual Property Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

1.12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1.12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.12.2.1.2 specified by the Contractor to work with the Product;

1.12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

1.12.2.1.4 reasonably expected to be used in combination with the Product.

1.12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

1.12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

1.12.2.4 Unless otherwise set forth herein, Section 1.12 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.13 Insurance

1.13.1 Term

Contractor shall, during the term of this Master Agreement, self-insure or maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

1.13.2 Class

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

1.13.3 Coverage

Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

1.13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

1.13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

1.13.4 Notice of Cancellation

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of cancellation or nonrenewal of such policy or is first aware that cancellation is threatened.

1.13.5 Notice of Endorsement

Prior to commencement of performance and to the extent not self-insured, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

1.13.6 Participating Entities

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 1.13, except the endorsement is provided to the applicable Participating State or Participating Entity.

1.13.7 Furnishing of Certificates

To the extent not self-insured, Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

1.13.8 Disclaimer

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14 General Provisions**1.14.1 Records Administration and Audit**

1.14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

1.14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

1.14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit

contract obligations and that permits the Lead State to review compliance with those obligations.

1.14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

1.14.2.1 Confidentiality

Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1.14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

1.14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

1.14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

1.14.2.2 Non-Disclosure

Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1.14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

1.14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

1.14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

1.14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

1.14.2.3 Injunctive Relief

Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

1.14.2.4 Purchasing Entity Law

These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

1.14.2.5 NASPO ValuePoint

The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the

entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

1.14.2.6 Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

1.14.3 Assignment/Subcontracts

1.14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

1.14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

1.14.4 Changes in Contractor Representation

The Contractor must use commercially reasonable efforts, to promptly notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

1.14.5 Independent Contractor

Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

1.14.6 Cancellation

Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

1.14.7 Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by strike or labor disruption, epidemic or pandemic, fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.14.8 Defaults and Remedies

1.14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

1.14.8.1.1 Nonperformance of contractual requirements;

1.14.8.1.2 A material breach of any term or condition of this Master Agreement;

1.14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

1.14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

1.14.8.1.5 Any default specified in another section of this Master Agreement.

1.14.8.1.6 Failure to enforce an Approved Distributor (Dealer) Agreement under Section 1.12.1.

1.14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

1.14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1.14.8.3.1 Any remedy provided by law;

1.14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

1.14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

1.14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

1.14.8.3.5 Suspension of Contractor's performance; and

1.14.8.3.6 Withholding of payment until the default is remedied.

1.14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

1.14.9 Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14.10 Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

1.14.11 No Waiver of Sovereign Immunity

1.14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

1.14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

1.14.12 Governing Law and Venue

1.14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

1.14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

1.14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

1.14.13 Survivability

Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SECTION 2 SCOPE OF WORK

- 2.1** This Scope of Work describes the Deliverables being sought through this Contract. Deliverables shall include specific full lines of tires and tubes identified in the Manufacturer's Price List (MPL) and related services.

2.2 Master Agreement Objectives

The purpose of this Master Agreement(s) is to provide competitive pricing for tire products and services through retail distribution networks to all Participating States.

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the using entities chief procurement official and compliance with local statutory and regulatory provisions.

2.3 Master Agreement Deliverables

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the subcategories listed below.

2.3.1 Tires and Tubes Subcategories

1. Pursuit and Performance Tires
2. Automobile/Passenger Vehicles
3. Light Duty Trucks: Radial and Bias
4. Medium Commercial/Heavy Duty Trucks/Buses
5. Off-the-Road OTR: Radial and Bias
6. Agriculture/Farm
7. Industrial
8. Specialty Tires
9. EV Tires
10. Retread

2.3.2 Product and Service Specifications

2.3.2.1 General Tire Specifications

The quality for all tires must be the equivalent or greater than Original Equipment Manufacturers (OEM) as original for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires must conform to all applicable Federal Specifications.

All tires in subcategories one (1) through nine (9) must be new, unused and must have been produced or manufacturer within the last one (1) year prior to delivery to the Purchasing Entity. Should an Authorized Dealer deliver a tire(s) with a manufacturing date exceeding the one (1) year limit, the Authorized Dealer must pick up the expired tire(s) and replace them with tire(s) that meet

the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size, manufacturer's name, DOT number, serial number, and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. must not be acceptable.

Tires offered must have been tested to meet or exceed American Society of Testing and Materials (ASTM) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operations performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.3.2.1.1 Pursuit and Performance Tires

Pursuit and performance tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling, and stopping characteristics. Contractor must maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

2.3.2.1.2 Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and minivans.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.3 Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans, and some trailers.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.4 Medium Commercial/Heavy Duty Trucks/Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo, vans, and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.5 Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.6 Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.7 Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, nonpneumatic, and press on tires.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.8 Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.9 Electric Vehicle (EV) Tires

Common applications are electric sedans and trucks requiring tires with high load index.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.10 Retread Tires – Optional Service

A retread tire undergoes a manufacturing process to replace the worn tread on used tires to extend the longevity of the tire.

2.3.2.2 Low Roll Resistance Tires

Contractor must provide certified, low rolling resistance tires and identify them as low roll resistance tires in the MPL. Contractor is to also provide the fuel economy rating of the low roll resistance tires offered, for example, miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.3.2.3 Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications. All tubes must be new and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.

2.3.2.4 Detailed Services Specifications

Contractor must provide pricing on each of the below mentioned listed services that may be performed by their approved Authorized Dealers to include any parts and labor. If Contractor does not offer one of the items listed below, the Contractor should mark it as NA. Approved Authorized Dealers must honor the services pricing in the Contractor's Cost Proposal.

Contractor must provide a list of its approved Authorized Dealers for each state included in this Contract. The Contractor is responsible for the timeliness and quality of all services provided by the approved Distributors under this Contract. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

a. Tire installation with purchase in store includes dismount of used tires and tubes

b. Change tire, dismount and mount

- c.** Flat repair, remove, repair and mount
- d.** Flat repair, off vehicle
- e.** Rotate mounted tires (per tire)
- f.** New valve stem rubber or metal
- g.** Wheel balance – computer spin balance (per spin)
- h.** Wheel balance – computer spin balance and valve stem combination
- i.** Foam filled
- j.** Alignment Services – If Contractor provides this service, the prices should be listed as a percentage discount from list price for parts and a fixed price per hour for labor.
- k.** Studding – Metal implants in the surface of the tread to improve traction on ice.
- l.** Siping – The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.
- m.** Used tire recycle and disposal fee (per tire) – Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the proposed amount or the statute price, whichever is lower.
- n.** Bulk Disposal of Tires– This is considered an additional chargeable service.

Contractor must, when requested, place trailers on-site at any requesting using Entity for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity must be a minimum of six (6) tons or scrap tires. Contractor must dispose of scrap tires that are removed in Contractor provided trailers at an approved waste tire recovery area, other approved disposal methods. Contractor must invoice for disposal of scrap tires at the established Master Agreement price per ton. Contractor must submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity contract representative, Contractor may dismount scrap tires from wheels and invoice at the established Master Agreement price for such service.

Contractor must return wheels to Purchasing Entity for disposition unless instructed otherwise by Purchasing Entity.

o. Tire Pressure Monitoring System (TPMS) – Vehicles all come with a TPMS which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

2.3.3 Customer Service

2.3.3.1 The Contractor must provide a website dedicated to any Participating State that includes, but, is not limited to, services, cost, technical specifications, online ordering, and payment capability.

2.3.3.2 The Contractor must provide a dedicated customer service representative(s) for the Master Agreement. The representative must be available to respond to all Participating Entity inquiries within two (2) business day. The representative must be available to resolve any customer service issues.

2.3.3.3 The Contractor must report Key Performance Indicators (KPIs) measuring their customer service and response time. The KPI report must be issued to the Contract Administrator no later than sixty (60) days following the end of each calendar year.

2.3.3.4 A Contractor representative(s) must attend an annual meeting with the Lead State Contract Administrator and sourcing team to review usage and discuss any issues that are occurring, if requested. The Contractor must be prepared to discuss overall effectiveness of contract, total sales, and customer service. The representative must be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

2.3.4 Multi-Accounts within a Using Entity

Using Entities may have different agencies, departments, or divisions utilizing the goods and/or services provided by Contractor(s). Therefore, Contractor(s) must be able to process multiple individual accounts and unique users within a Purchasing Entity.

2.3.5 Payment Types

Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement. Contractor must accept each Participating Entity's payment terms established in their Participating Addendum.

2.3.6 Recruiting and Education of Approved Distributors

Contractor must agree to continue recruiting dealers to become Approved Distributors for Participating Entities for the duration of the Master Agreement. Contractor must further agree to continue outreach with regards to the training of Approved Distributors on the terms and requirements of the Master Agreement and relaying billing procedures for each respective Participating Entity.

2.4 Contractor Responsibilities and Tasks

2.4.1 Administrative Fees

2.4.1.1 The Contractor must pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes and shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the Contract pricing.

2.4.1.2 Additionally, some Participating Entities may require an additional administrative fee be paid directly to the state only on purchases made within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments must be incorporated into the Participating Addendum that is made part of this Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for such purchased made by Purchasing Entities within the jurisdiction of the state. All such payments must not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee must be based on the gross amount of all sales (less any charges for taxes and shipping) at the adjusted prices (if any) in Participating Addenda.

2.4.2 NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor must provide the following NASPO ValuePoint reports.

2.4.2.1 Summary Sales Data – The Contractor must submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at:
<https://calculator.naspovaluepoint.org/>

2.4.2.2 Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans must include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

2.4.2.3 Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Participating Entities proposed terms and conditions, as deemed important to the Participating Entity, for possible inclusion into the Participating Addendum. Contractor must ensure that their sales force is aware of this contracting option.

2.4.2.4 Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include

a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of t of administrative fees.

2.4.3 Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial six (6) month period of the Master Agreement. Following the initial six (6) month period of the Master Agreement, the Contractor may request for a price or rate adjustment for an equal guarantee period of six (6) months, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement must not be effective unless approved by the Lead State. No retroactive adjustments to prices or rate must be allowed.

2.5 Lead State Responsibilities and Tasks

2.5.1 Adjustment in Pricing

The Lead State Contract Administrator and Multistate Sourcing Team must review the Contractor's request for a price or rate adjustment at least forty-five (45) days prior to the effective date. The Lead State Contact must notify the Contractor their requested price or rate adjustment was approved or must be resubmitted for approval at least thirty (30) days prior to the effective date.

2.5.2 Contract Extensions

The Lead State Contract Administrator must give the Contractor written notice of its intent whether to exercise each renewal option no later than ninety (90) days before the end of the Contract's then-current term.

2.5.3 Annual Review Meeting

The Lead State Contract Administrator must coordinate a date and time that aligns with the Contractor, Contract Administrator, and Multistate Sourcing Teams schedule for the annual review meeting. The meeting must be held in Des Moines, Iowa.

2.5.4 Participating Addendum Escalation Contact

The Lead State Contract Administrator must be the escalation contact for a Participating Entity when the Contractor fails to respond to correspondence with the Participating Entity or if an issue or problem is not resolved in a timely fashion.

SECTION 3 PRICING

3.1 Tire Pricing

Tire pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	52.50%	Goodyear Tire & Rubber Company	1/1/2024
B2	Automobile/Passenger Vehicles	48%	Goodyear Tire & Rubber Company	1/1/2024
B3	Light Duty Trucks:	48%	Goodyear Tire & Rubber Company	1/1/2024
	3a. Radial	48%	Goodyear Tire & Rubber Company	1/1/2024
	3b. Bias	48%	Goodyear Tire & Rubber Company	1/1/2024
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	Goodyear Tire & Rubber Company	1/1/2024
B5	Off Road	30%	Goodyear Tire & Rubber Company	1/1/2024
	5a. Off Road Radial	30%	Goodyear Tire & Rubber Company	1/1/2024
	5b. Off Road Bias	30%	Goodyear Tire & Rubber Company	1/1/2024
B6	Agriculture/Farm	NA	NA	NA
B7	Industrial Tires	30%	Goodyear Tire & Rubber Company	1/1/2024
B8	Specialty Tires	NA	NA	NA
B9	EV Tires	48%	Goodyear Tire & Rubber Company	1/1/2024
B10	Retread	73%	Goodyear Tire & Rubber Company	1/1/2024

3.2 Tire Services Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Product Code 9	Product Code 9 Desc	Tire Type	Price	NASPO Sub-Category	Type of Service
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	Pursuit, Performance, Passenger, Automobile	Wheel balance-computer spin balance (Per Tire)
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	Light Duty Trucks	Wheel balance-computer spin balance (Per Tire)
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	EV Tires	Wheel balance-computer spin balance (Per Tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	Pursuit, Performance, Passenger, Automobile	New valve stem rubber (per tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	Light Duty Trucks	New valve stem rubber (per tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	EV Tires	New valve stem rubber (per tire)

041270000	GOV NEW VALVE STEM	SV	\$7.95	Pursuit, Performance, Passenger, Automobile	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$7.95	Light Duty Trucks	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$7.95	EV Tires	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Medium Commercial/ Heavy Duty/Bus (Single)	New valve stem (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Medium Commercial/ Heavy Duty/Bus (Dual)	New valve stem (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Retread	New valve stem (per tire)
040476000	GOV AUTO INSTALL-NOT PURCH IN STORE	SV	\$10.15	EV Tires	Change tire, dismount and mount
040476000	GOV AUTO INSTALL-NOT PURCH IN STORE	SV	\$10.15	Pursuit, Performance, Passenger, Automobile	Change tire, dismount and mount
040478000	GOV CHANGE TIRE,DISM & MOUNT-LT (C,D,E)	SV	\$8.00	Light Duty Trucks	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	Pursuit, Performance, Passenger, Automobile	Wheel balance/Rubber Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	Light Duty Trucks	Wheel balance/Rubber Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	EV Tires	Wheel balance/Rubber Valve stem combo (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	Pursuit, Performance, Passenger, Automobile	Rotate mounted tires (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	Light Duty Trucks	Rotate mounted tires (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	EV Tires	Rotate mounted tires (per tire)
040477000	GOV LT TIRE INSTALL-NOT PURCH IN STORE	SV	\$11.80	Light Duty Trucks	Change tire, dismount and mount
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$4.00	Pursuit, Performance, Passenger, Automobile	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$6.00	Light Duty Trucks	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$4.00	EV Tires	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Medium Commercial/ Heavy Duty/Bus (Single)	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Retread	Used tire recycle/disposal fee (per tire)
040479000	GOV MT/DISM 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Medium Commercial/ Heavy Duty/Bus (Single)	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
040479000	GOV MT/DISM 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Retread	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)

040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Medium Commercial/ Heavy Duty/Bus (Single)	Change tire, dismount and mount
040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Retread	Change tire, dismount and mount
046993000	GOV MED COM INSTALL (DUAL)	SV	\$40.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
046993000	GOV MED COM INSTALL (DUAL)	SV	\$40.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Change tire, dismount and mount
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Medium Commercial/ Heavy Duty/Bus (Single)	Wheel balance-computer spin balance (Per Tire)
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Medium Commercial/ Heavy Duty/Bus (Dual)	Wheel balance-computer spin balance (Per Tire)
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Retread	Wheel balance-computer spin balance (Per Tire)
046996000	GOV WHEEL BALANCE WITH VALVE (DUAL)	SV	\$53.50	Medium Commercial/ Heavy Duty/Bus (Dual)	Wheel balance/Valve stem combo (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Medium Commercial/ Heavy Duty/Bus (Single)	Rotate mounted tires (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Rotate mounted tires (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Retread	Rotate mounted tires (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$53.50	Medium Commercial/ Heavy Duty/Bus (Single)	Wheel balance/Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$53.50	Retread	Wheel balance/Valve stem combo (per tire)
040478000	GOV CHANGE TIRE,DISM & MOUNT-PASS/PURSUIT	SV	\$8.00	EV Tires	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
040478000	GOV CHANGE TIRE,DISM & MOUNT-PASS/PURSUIT	SV	\$8.00	Pursuit, Performance, Passenger, Automobile	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)

3.3 Internal Controls

Contractor has incorporated internal controls based on product code pricing. Contractor shall not bill the Purchasing Entity for product code line items where the billed price is greater than the contract rate based on their internal controls in an effort to keep billing compliant with the Contract.



STAFF REPORT

Public Works Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE 2025 TOYOTA CAMRY IN THE AMOUNT OF \$37,469.50

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of one vehicle in the Development Services Department 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 Toyota Camry, in the amount of \$37,469.50.

BACKGROUND

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of one vehicle in the Development Services Department. The vehicle being replaced is a 2002 Chevy Malibu with 38,105 miles. The Chevy Malibu is used by employees in Engineering, Plan Check, and Building Inspection, to attend meetings and conduct inspections. The vehicle meets the mileage, age, and/or maintenance requirements of the City's Vehicle Replacement Program.

DISCUSSION

A 2025 Toyota Camry has been selected to replace the 2002 Chevy Malibu as it has an efficient and reliable hybrid engine that provides up to 51 miles per gallon. The 2025 Toyota Camry also has a lower-than-average maintenance cost and includes many safety features like blind spot monitoring, rear cross-traffic alert, a pre-collision system with pedestrian detection, and lane departure alert. The 2025 Toyota Camry is eligible to receive Air Quality Management District ("AQMD") funding.

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 vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories, and services. The bidding process and Sourcewell's contracts have been reviewed by the Public Works Services Department 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"), as it can be seen with certainty that it will have no impact on the environment.

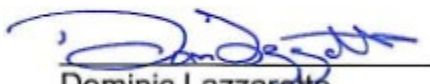
FISCAL IMPACT

The total purchase cost for the 2025 Toyota Camry is \$37,469.50. Funds in the amount of \$46,300 have been budgeted for the purchase of this vehicle in the Fiscal Year 2023-24 Equipment Acquisition Program (\$12,200 Equipment Replacement Fund and \$36,000 AQMD Fund).

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 Toyota Camry in the amount of \$37,469.50.

Approved:


Dominic Lazzaretto
City Manager

Attachments: Sourcewell Contract
National Auto Fleet Group Quote

**Solicitation Number: RFP #091521****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 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier 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 November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. 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. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

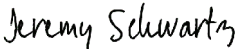
D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier'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: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____



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

5/14/2024

Quote ID: **28960**

Order Cut Off Date: **TBA**

Mr Carlos Aguilar
City of Arcadia Police Department

11800 Goldring Rd

Arcadia, California, 91107

Dear Carlos Aguilar,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2025 Toyota Camry (2559) LE (Natl), Stock Unit) and delivered to your specified location, each for

One Unit

Contract Price	\$33,978.00
Stock Unit	
Tax (10.2500 %)	\$3,482.75
Tire fee	\$8.75
Total	\$37,469.50

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

Jesse Cooper
Account Manager
Email: jcooper@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Vehicle Configuration Options

EMISSIONS

Code	Description
FE	50 State Emissions

PRIMARY PAINT

Code	Description
1L7	Underground

SEAT TRIM

Code	Description
FA10	Boulder, Fabric Seat Trim

PORT INSTALLED OPTIONS

Code	Description
EF	Rear Bumper Applique (TMS)
CF	Carpet Floor Protection (TMS)
1T	Trunk LED Bulb (TMS)

Standard Equipment

ADDITIONAL EQUIPMENT

Engine: 2.5L 4-Cylinder 16-Valve DOHC Hybrid
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and Sequential Shift Control
Transmission: Electronically Controlled CVT
Front-Wheel Drive
3.29 Axle Ratio
Battery w/Run Down Protection
Hybrid Electric Motor
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Rolls
Electric Power-Assist Speed-Sensing Steering
13 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery
Wheels w/Silver Accents
Wheels: 16" Silver-Finished Alloy
Tires: P205/65R16 AS
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
Fixed Rear Window w/Defroster
Light Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Trunk Rear Cargo Access
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

LED Brakelights
Headlights-Automatic Highbeams
AM/FM/HD/Satellite w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System
Radio: Toyota Audio Multimedia w/8" Touchscreen -inc: USB-A media port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM 3-month trial subscription, 6-speaker audio system, wireless Apple CarPlay compatibility and wireless Android Auto compatibility
6 Speakers
Streaming Audio
Window Grid And Roof Mount Antenna
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows
Front Bucket Seats -inc: passenger-side seatback pocket and 6-way manual front driver's and passenger seats
Front Cupholder
Rear Cupholder
Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access and Power Fuel
Cruise Control w/Steering Wheel Controls
Adaptive w/Traffic Stop-Go
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Illuminated Glove Box
Driver Foot Rest
Interior Trim -inc: Cloth Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Piano Black/Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Fabric Seat Trim
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Safety Connect (up to 10-year trial subscription) Tracker System
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest and Rear Center Armrest
1 Seatback Storage Pocket
Perimeter Alarm
Immobilizer
1 12V DC Power Outlet
Air Filtration
Lane Tracing Assist (LTA)
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
Blind Spot Monitor (BSM) Blind Spot
Toyota Safety Sense (TSS) 2.5+
Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist
Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
Collision Mitigation-Front
Evasion Assist
Collision Mitigation-Rear
Tire Pressure Monitor System (TPMS) Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera



STAFF REPORT

Library and Museum Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: PURCHASE ORDER WITH OCLC, INC. FOR BIBLIOGRAPHIC SERVICES AND METADATA IN AN AMOUNT NOT TO EXCEED \$33,800
CEQA: Not A Project
Recommendation: Approve

SUMMARY

It is recommended that the City Council approve a purchase order for bibliographic services and metadata from OCLC, Inc. in an amount not to exceed \$33,800. Sufficient funds are available in the City's Fiscal Year 2024-25 Operating Budget.

BACKGROUND

The Arcadia Public Library uses the services of OCLC, Inc. ("OCLC") as the supplier of metadata for its public catalog as well as maintaining a record of its 200,000 items, used in providing Inter-Library Loan services to the public. OCLC is a nonprofit cooperative organization that maintains a database of the collections of 30,000 member libraries, which is continually updated to enhance accuracy and completeness.

DISCUSSION

The estimated annual cost of \$33,800 for OCLC's services is based on historical usage. Searching for and downloading metadata in OCLC's database is tracked by time spent and the number of records displayed and downloaded. The average cost of cataloging an item is approximately \$2.45, although there is a range for individual items based on complexity. In addition to the cost for cataloging and metadata, there is a fee of \$765 per year, for an online product that helps staff select the appropriate Dewey Decimal number for added items. There is also an additional annual cost for searching for and requesting Inter-Library loan items of approximately \$0.75, which is in addition to regular searching costs (which vary depending on complexity), and postage costs for returning items to lending libraries. Patrons pay a \$5.00 fee for requesting an Inter-library loan item, which helps defray the cost of providing this service.

Use of high-quality metadata is vital to connecting patrons with the Library's collections. OCLC membership also greatly expands the range of holdings available from other libraries, so Arcadia Library patrons can request loans through the Library's Inter-Library Loan Service. It is recommended that the City Council approve a purchase order for bibliographic services and metadata from OCLC, Inc. in an amount not to exceed \$33,800.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The Purchase Order request is for \$33,800. Sufficient funds have been approved in the Library's FY 2024-25 Operating Budget 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 OCLC, Inc. for Bibliographic Services and Metadata in an amount not to exceed \$33,800.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Library and Museum Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: PURCHASE ORDER WITH OVERDRIVE, INC. FOR EBOOKS, EMAGAZINES, DIGITAL AUDIOBOOKS, AND STREAMING VIDEOS IN AN AMOUNT NOT TO EXCEED \$90,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

It is recommended that the City Council approve a Purchase Order for electronic books, electronic magazines, digital audiobooks, and streaming videos from OverDrive, Inc., in an amount not to exceed \$90,000. Sufficient funds are available in the City's Fiscal Year 2024-25 Operating Budget for this purchase.

BACKGROUND

Since 2011, the Arcadia Public Library has utilized the services of OverDrive, Inc. to provide patrons with access to electronic books, digital audiobooks, and streaming videos. OverDrive, Inc. is the leading distributor of these materials to libraries. Titles purchased through Overdrive are available to the Library's patrons on computers, tablets, eReaders, or smartphones.

DISCUSSION

The Library has access to OverDrive, Inc. through its membership in the company's group of local library customers, the Southern California Digital Library Consortium, which combines the digital collections of 25 member libraries to provide added selection for patrons.

The Library also adds to its collection in the Consortium by purchasing individual electronic books, digital audiobooks, and digital videos from OverDrive, Inc. These titles include current best-sellers, older classic titles, and titles for adults, teens, and children. Spending for these items has been growing annually due to the increasing popularity of the digital format and usage by Library patrons. Total spending for OverDrive is projected

to reach \$90,000 during the next year and sufficient funding has been allocated in the budget for Fiscal Year 2024-25.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The requested Purchase Order is for \$90,000 for FY 2024-25. Sufficient funds have been approved in the City's FY 2024-25 Operating Budget for this expense.

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 OverDrive, Inc. for eBooks, eMagazines, digital audiobooks, and streaming videos, in an amount not to exceed \$90,000.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Library and Museum Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: PURCHASE ORDER WITH TSAI FONG FOR INTERNATIONAL LANGUAGE MATERIALS IN AN AMOUNT NOT TO EXCEED \$35,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

It is recommended that the City Council approve a Purchase Order with Tsai Fong for Chinese language materials, in an amount not to exceed \$35,000. Sufficient funds are available in the City's Fiscal Year 2024-25 Operating Budget to support this purchase.

DISCUSSION

Tsai Fong provides certain international language titles at a discounted price. This vendor provides English translation titles and invoices necessary to purchase titles in Chinese, Vietnamese, and Korean. Although the Arcadia Public Library uses other vendors for international languages, Tsai Fong includes many popular international titles and authors, and provides cataloging records not found with other vendors. For this reason, Tsai Fong is a sole-source supplier for the City, providing this important feature to assist with cataloging.

The estimated cost for these materials in Fiscal Year 2024-25 is \$35,000. Sufficient funds are available in the City's Fiscal Year 2024-25 Operating Budget. Therefore, it is recommended that the City Council approve this purchase order with Tsai Fong.

ENVIRONMENTAL ANALYSIS

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

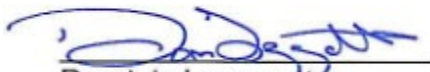
FISCAL IMPACT

The purchase order request is for \$35,000. Sufficient funds have been budgeted in the City's Fiscal Year 2024-25 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 approve a Purchase Order with Tsai Fong for international language materials in an amount not to exceed \$35,000.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Police Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PURCHASE ORDER INCREASE WITH GALLS, LLC FOR THE PURCHASE OF POLICE DEPARTMENT UNIFORMS IN AN AMOUNT NOT TO EXCEED \$75,000 ANNUALLY, FOR THE PERIOD OF JULY 1, 2024, TO JUNE 30, 2027

CEQA: Not a Project

Recommendation: Approve

SUMMARY

It is recommended that the City Council approve a purchase order increase with Galls, LLC ("Galls") for sworn and civilian employee uniforms for the period of July 1, 2024, through June 30, 2027, in an amount not to exceed \$75,000 annually.

BACKGROUND

The City has been purchasing uniforms and related support equipment from Galls (previously known as Quartermaster) since 2012. For over 37 years, Galls has been a leading national, multi-channel specialty distributor of public safety, first responder, and private security products. Its "head to toe" uniform and equipment solutions include duty gear, uniforms, casual duty and tactical apparel, footwear, and accessories. Galls serves approximately 100,000 customers nationally ranging from private security to federal, state, and local law enforcement, and the U.S. Military. The Department has benefited from a broad product selection and a high level of customer service provided by Galls.

DISCUSSION

At the June 1, 2021, City Council Meeting, a purchase order for sworn and civilian employee uniforms was approved for a three-year period from July 1, 2021, through June 30, 2024, in an amount not to exceed \$60,000 per year, with the option to renew for three additional years on an annual basis (refer to attached staff report). The first one-year renewal period will begin on July 1, 2024.

An adjustment in the uniform cost, including the introduction of a Class C uniform for sworn employees, necessitates an increase in the Purchase Order with Galls from \$60,000 to \$75,000. This increase applies to the three, one-year renewal period from July 1, 2024, to June 30, 2027. Class C uniforms are more comfortable and tactical in appearance than the traditional Class A and B options provided.

The Department's experience with Galls has been positive over the years and its pricing has been competitive. The company is able to provide "one-stop shopping", remaining efficient and cost effective for the Department and its personnel.

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.

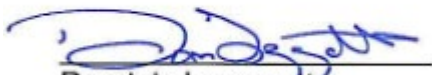
FISCAL IMPACT

Sufficient funds in the amount of \$75,000 for Fiscal Year 2024-25 have been allocated in the Police Department's General Fund Operating Budget. Future years will be budgeted as appropriate in the Police Department's 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 approve a Purchase Order increase with Galls, LLC for the purchase of Police Department uniforms in an amount not to exceed \$75,000 annually, for the period of July 1, 2024, to June 30, 2027.

Approved:


Dominic Lazzaretto
City Manager

Attachment: June 1, 2021, City Council Staff Report



STAFF REPORT

Police Department

DATE: June 1, 2021

TO: Honorable Mayor and City Council

FROM: Roy Nakamura, Chief of Police
By: Dr. Jennifer Brutus, Sr. Management Analyst

SUBJECT: PURCHASE ORDER WITH GALLS, LLC FOR THE PURCHASE OF
POLICE DEPARTMENT UNIFORMS IN AN AMOUNT NOT TO EXCEED
\$60,000 PER YEAR

Recommendation: Approve

SUMMARY

It is recommended that the City Council approve the purchase of uniforms for sworn and civilian employees from Galls, LLC ("Galls") for the period of July 1, 2021, through June 30, 2024, in an amount not to exceed \$60,000 per year. Funds for Fiscal Year 2021-22 have been allocated in the operating budget for uniforms and related support equipment.

BACKGROUND

The City has been purchasing uniforms and related support equipment from Galls (previously known as Quartermaster) since 2012. The most current purchase order contract was established in 2015 and it expires on June 30, 2021.

For over 37 years, Galls has been a leading national multi-channel specialty distributor of public safety, first responder, and private security products. Its "head to toe" uniform and equipment solutions include duty gear, uniforms, casual duty and tactical apparel, footwear, and accessories. Galls serves approximately 100,000 customers nationally ranging from private security, to federal, state, and local law enforcement, and the U.S. Military. The Department has benefited from a broad product selection and high level of customer service.

DISCUSSION

The Department is interested in executing a new purchase order contract for a three-year period from July 1, 2021, through June 30, 2024, in an amount not to exceed \$60,000 per year, with an option to renew for three additional years on a year-by-year basis.

The City's purchasing rules allow the Department to use other agencies' contracts to facilitate purchases, also known as piggyback contracts. Oftentimes, the volume of these contracts alone results in cost savings to the City. For this purchase, the Department will piggyback on the City of Santa Ana's Police Department Uniforms and Equipment Contract with Galls (valued at \$363,000 per year). The Department spends considerably less (at most \$60,000 per year) and will benefit from the bulk pricing rates made available through Santa Ana's contract. Staff also examined Santa Ana's Request for Proposals process and found it to be in line with the City's purchasing rules; thus, it is considered an efficient and effective practice to utilize this piggyback opportunity.

The Department's experience with Galls has been positive over the years and its pricing has been competitive. The company is able to provide "one-stop shopping" and remains efficient and cost effective for the Department and its personnel. Therefore, it is recommended that the City Council approve Galls, LLC as the Department's uniform vendor for the period of July 1, 2021, through June 30, 2024.

ENVIRONMENTAL ANALYSIS

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

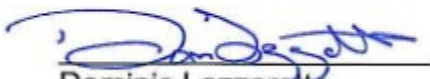
FISCAL IMPACT

For the term of July 1, 2021, through June 30, 2024, the purchase of uniforms is not to exceed \$60,000 per year. Funds for Fiscal Year 2021-22 have been allocated in the City's Operating Budget for uniforms and related support equipment. The City is only charged for items it actually orders under the agreement.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve a purchase order contract with Galls, LLC for the purchase of uniforms for the Police Department for Fiscal Year 2021-22 through Fiscal Year 2023-24, in an amount not exceed \$60,000 per year.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: June 18, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HCI SYSTEMS, INC. FOR FIRE ALARM AND FIRE SPRINKLER, TESTING AND REPAIRS, AND FIRE EXTINGUISHER RE-CERTIFICATION, IN THE AMOUNT OF \$15,388.19
CEQA: Not a Project
Recommendation: Approve

SUMMARY

Every fiscal year, the Public Works Service Department opens a purchase order with HCI Systems, Inc. for the testing and repairs to fire alarms and fire sprinklers at various City facilities, as well as the recertification of fire extinguishers in the buildings. Due to a prolonged vacancy of the General Services Superintendent position and unforeseen malfunctions of the fire alarm or sprinkler systems at multiple facilities, the annual purchase order was not sufficient to cover the amount of work required by HCI Systems, Inc., to keep all fire safety systems operating properly at all City facilities. Because multiple facilities required extensive immediate repairs and replacements to their sprinkler systems, in addition to the annual service and inspections necessary to keep certifications up to date, the total cost of work required for the year exceeds the purchase order amount by \$15,388.19. Since the total cost of work by HCI Systems, Inc. now exceeds \$30,000, the Change Order requires City Council approval.

For these reasons, it is recommended that the City Council approve a Change Order to increase the Purchase Order with HCI Systems, Inc. for fire alarm and fire sprinkler, testing and repairs, and fire extinguisher re-certification, in the amount of \$15,388.19.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for maintaining the certification and repair of fire alarm and fire sprinkler systems throughout City facilities. This responsibility includes responding to reports when alarms are not functioning properly as well as scheduling and maintaining records of regular inspections and repairs. The testing, maintenance, and repair of fire alarms and fire sprinklers is undertaken and managed by the General Services Superintendent. The position was vacant for an

extended period before being permanently filled in July 2023. During the vacancy, some maintenance efforts were delayed, leading to unforeseen repairs needed to the fire sprinkler systems at four City facilities. The Public Works Yard, Police Department, Library and Museum buildings all require multiple repairs and replacements to get their fire sprinkler and/or alarm systems fully operational and certified.

HCI Systems, Inc. has been the City's longstanding contractor for fire alarm and fire sprinkler testing and repairs, as well as fire extinguisher certification. HCI Systems, Inc. maintains the training and certifications required to conduct testing and repairs in-house, greatly reducing service timelines. HCI Systems has been awarded California Multiple Award Schedule ("CMAS") cooperative purchase contracts, allowing the PWSD to issue an annual purchase order requisition for \$25,000, without going through the informal bidding process.

DISCUSSION

Due to unforeseen repairs needed for the fire alarm sprinklers at the Museum and Public Works Yard; the fire alarm system at the Police Station; and the fire alarm and fire sprinkler system at the Library, the annual purchase order of \$25,000 with HCI Systems, Inc. is insufficient to cover annual inspections and additional work needed to keep all fire sprinkler and alarm systems certified and operational. In December 2023, in anticipation of the additional work, the PWSD requested a change order to increase the Purchase Order to \$29,900. Staff initially thought this new amount would be sufficient to cover all work required for the remainder of the Fiscal Year; however, the additional repairs required to the fire systems at these facilities exceeded the first Change Order. The repairs cost an additional \$15,388.19, bringing the total cost of all work by HCI Systems, Inc. in Fiscal Year 2023-24 to \$45,288.19, necessitating an additional increase to the Purchase Order. This requested Change Order includes all work necessary for the remainder of the Fiscal Year.

It is recommended that the City Council approve a Change Order to increase the Purchase Order with HCI Systems, Inc. for fire alarm and sprinkler testing and repairs, and fire extinguisher re-certification, in the amount of \$15,388.19.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Each Department is responsible for covering the fire safety system expenses of their respective facilities. Sufficient funds are available in the Fiscal Year 2023-24 Operating Budgets to cover these costs. PWSD will work with HCI Systems, Inc. to develop a budget for inspections and possible repairs needed in future fiscal years.

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 Change Order to increase the Purchase Order with HCI Systems, Inc. for fire alarm and fire sprinkler, testing and repairs, and fire extinguisher re-certification, in the amount of \$15,388.19.

Approved:


Dominic Lazzaretto
City Manager