

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, July 16, 2024, 7:00 p.m.

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

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

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

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

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

How to Submit Public Comment:

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。
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1. CALL TO ORDER

2. INVOCATION

Reverend Gina Milligan, Santa Anita Church

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. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

6. CITY COUNCIL REORGANIZATION

a. Presentations to outgoing Mayor April A. Verlato

Presentation by Maile Plan on behalf of U.S. Congresswoman Judy Chu

Presentation by Erica Nam on behalf of Senator Anthony J. Portantino

Presentation by Los Angeles County Assessor Jeff Prang of the Los Angeles County Assessor's Office

Presentation by Mauricio Lopez on behalf of Assembly Member Mike Fong

Presentation by Tiffany Tran on behalf of Supervisor Kathryn Barger

Presentation by Mayor Thomas Wong on behalf of the City of Monterey Park

Presentation by Dr. Anthony Fellow on behalf of Upper San Gabriel Valley Municipal Water District

Presentation by Shirley Yee and Dr. David Vannasdall on behalf of the Arcadia Unified School District

Presentation by Joan Schmidt, Linda Sells and Shannon Currie on behalf of the MAD Town Council

Presentation by Brian Greene and Karen McNair on behalf of the Arcadia Chamber of Commerce

Presentation by Susan Guo and Sho Tay on behalf of the Arcadia Chinese Association

Presentation by MJ Finstrom on behalf of the Downtown Arcadia Improvement Association

Presentation by Ulises Guterrez and Kay Kinsler on behalf of Foothill Unity Center

Presentation by Cheryl Alberg on behalf of the Arcadia Woman's Club

Presentation by Mike Veerman and Sharon Wetterau on behalf of CHOA (Creative Housing Options in Arcadia)

Presentation by Mayor Pro Tem Michael Cao, M.D., on behalf of United States Senator Alex Padilla

Presentation by Mayor Pro Tem Michael Cao, M.D., on behalf of the City of Monrovia

Presentation by Mayor Pro Tem Michael Cao, M.D., on behalf of the City of San Gabriel

Presentation by Mayor Pro Tem Michael Cao, M.D., on behalf of City of Arcadia – Gavel Plaque

Remarks by outgoing Mayor April A. Verlato

b. Presentations to incoming Mayor Michael Cao, M.D.

Presentation by Los Angeles County Assessor Jeff Prang of the Los Angeles County Assessor's Office

Presentation by Mayor Thomas Wong on behalf of the City of Monterey Park

Presentation by MJ Finstrom on behalf of the Downtown Arcadia Improvement Association

Presentation by Mayor Pro Tem Sharon Kwan on behalf of the City of San Gabriel

c. Administration of the oath of office to Mayor Michael Cao, M.D.

Remarks by Mayor Michael Cao, M.D.

d. Administration of the oath of office to Mayor Pro Tem Sharon Kwan

Remarks by Mayor Pro Tem Sharon Kwan

e. Remarks by members of the City Council

7. PRESENTATIONS

- a. Presentation to outgoing Board and Commission Members.
- b. Administer the Oath of Office to newly appointed Board and Commission Members.

8. 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. Confirm the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures weed abatement charges and order the County Auditor to enter the amounts of the assessment against the parcels of land as they appear on the current assessment roll.
CEQA: Not a Project
Recommended Action: Approve

9. 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.

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

11. CONSENT CALENDAR

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

- a. Special Meeting Minutes of June 13, 2024, Regular Meeting Minutes of June 18, 2024, and Special Meeting Minutes of July 2, 2024.
CEQA: Not a Project
Recommended Action: Approve

- b. Resolution No. 7579 authorizing the City Manager to enter into the Settlement Agreement with Kroger Co., agree to the terms of the State-Subdivision Agreement, and authorize entry into the State-Subdivision Agreement with the Attorney General.
CEQA: Not a Project
Recommended Action: Adopt

- c. Resolution No. 7584 amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a budget appropriation in the amount of \$1,575,000 for costs associated with adoption of the Arcadia Police Civilian Employees' Association, the Arcadia Police Officers' Association, and the Arcadia Public Works Employees' Association Memorandums of Understanding.
CEQA: Not a Project
Recommended Action: Adopt

- d. Establish compensation and related benefits for a Firefighter Recruit Classification.

Resolution No. 7585 amending Resolution No. 7383 establishing compensation and related benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (Firefighter Recruit).
CEQA: Not a Project
Recommended Action: Adopt

Resolution No. 7586 amending Resolution No. 7537 approving wage adjustments for Unrepresented, Non-Benefited Part-Time Employees in accordance with California's minimum wage increase effective January 1, 2024 (Firefighter Recruit).
CEQA: Not a Project
Recommended Action: Adopt

- e. Professional Services Agreement with Raftelis Financial Consultants, Inc. for the Water and Sewer Cost of Service Study in the amount of \$89,977.
CEQA: Not a Project
Recommended Action: Approve

- f. Amendment to the Professional Services Agreement with Executive Information Services, Inc. for PS.NET Public Safety Software System Support Services in the amount of \$44,812.
CEQA: Not a Project
Recommended Action: Approve

- g. Contract with Dominguez General Engineering, Inc. for the Water Main Replacement Project in the amount of \$323,450.
CEQA: Exempt
Recommended Action: Approve

- h. Purchase Order with Allstar Kia San Bernardino for the purchase of one 2024 Kia Telluride in the amount of \$51,840.98.
CEQA: Not a Project
Recommended Action: Approve

- i. Purchase Order with HydroPro Solutions for the purchase of Data Log Radio Read Water Meters for the City's water distribution system in the amount of \$1,394,000.
CEQA: Exempt
Recommended Action: Approve

- j. Purchase Order with South Coast Fire Equipment, Inc. for the purchase of a new Pierce aerial ladder truck in the amount of \$1,933,872 plus a 3% contingency.
CEQA: Not a Project
Recommended Action: Approve
- k. Purchase Orders for annual software hosting and maintenance with Oracle America for NetSuite for Government and CAN/AM Technologies for Teller cashiering in an amount not to exceed \$161,500.
CEQA: Not a Project
Recommended Action: Approve
- l. Change Order to increase the Purchase Order with Waste Management for hazardous waste collection in the amount of \$8,184.96.
CEQA: Not a Project
Recommended Action: Approve
- m. Final Tract Map No. 82513 for the subdivision of an approved mixed-use development with four residential condominium units and one commercial unit at 405 S. 1st Avenue.
CEQA: Exempt
Recommended Action: Approve

12. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, August 20, 2024, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

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

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决未列入议程的事项。此类事项将自动转给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。**

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

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

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

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

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



STAFF REPORT

Office of the City Clerk

DATE: July 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: CONFIRM THE COUNTY OF LOS ANGELES DEPARTMENT OF AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES WEED ABATEMENT CHARGES AND ORDER THE COUNTY AUDITOR TO ENTER THE AMOUNTS OF THE ASSESSMENT AGAINST THE PARCELS OF LAND AS THEY APPEAR ON THE CURRENT ASSESSMENT ROLL
CEQA: Not a Project
Recommendation: Approve

SUMMARY

Annually, the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures ("County") abates weeds, rubbish, and refuse from certain properties within the City of Arcadia ("City"). At the request of the County, this Public Hearing has been scheduled to provide Arcadia residents that have been assessed an inspection and/or weed abatement charge, an opportunity to protest the charge.

DISCUSSION

At the City Council meeting of February 6, 2024, the City Council set the date of February 20, 2024, for a Public Hearing regarding the properties in the City, which were found to have weeds, brush, and/or rubbish, as determined by the County. At the public hearing on February 6, no objections were noted. Property owners had the option of clearing their properties of weeds and debris or allow the County to do so on their behalf. If the property owner chose to have the County abate the weeds, the charges would be levied as an assessment by the County Assessor.

The County has since informed the property owners of the cost for destroying and removing the weeds on their properties. The County has provided the attached Weed Abatement Charge List (Attachment No. 1) and a List of Properties (Attachment No. 2) within the City on which the County has removed weeds and assessed a charge. Each property on the list incurred an annual inspection fee of \$51.59.

Confirm County Weed Abatement Charges

July 16, 2024

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Each property on the list has been posted and noticed by the County regarding this Public Hearing. If a property owner objects to the assessed charge during the Public Hearing, the City Council may elect to have the matter investigated by the Arcadia Fire Department or overrule the objection.

ENVIRONMENTAL ANALYSIS

The proposed action of assessing charges 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 to the City as a result of City Council action on this item. At a minimum, each affected property owner is required to pay an assessment of \$51.59 to the County for inspection 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 confirm the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures weed abatement charges and order the County Auditor to enter the amounts of the assessment against the parcels of land as they appear on the current assessment roll.

Attachment No. 1: County Weed Abatement Charge List

Attachment No. 2: Weed Abatement Charge List by Address

Attachment No. 1

CITY OF ARCADIA

JULY 3, 2024

WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
7	5765	002	015	6	035	51.59
7	5765	002	016	6	035	51.59
7	5773	007	009	6	035	51.59
7	5779	015	041	6	035	51.59
7	5779	018	040	6	035	51.59
7	5779	018	050	6	035	51.59
7	5784	020	014	6	035	51.59
7	8532	013	026	6	035	51.59
7	8532	013	027	6	035	51.59
7	8532	013	029	6	035	51.59
7	8532	016	001	6	035	51.59
7	8532	016	003	6	035	51.59
7	8532	016	004	6	035	51.59
7	8532	016	022	6	035	51.59
7	8572	002	005	6	035	51.59
7	8572	002	007	6	035	51.59
7	8573	024	005	6	035	51.59
7	8573	024	006	6	035	51.59
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGES		0
TOTAL UNIMPROVED PARCELS =			0	TOTAL CHARGES		0
TOTAL INSPECTION FEE ONLY PCLS =			18	TOTAL CHARGES		928.62
TOTAL PARCELS			18	TOTAL CHARGES		928.62

**Attachment No. 2
WEED ABATEMENT CHARGES BY ADDRESS**

Street Address	Owners Name	Parcel No.	Total Charges
Canyon Rd.	Nevis Capitl LLC	5765-002-015	\$51.59
Canyon Rd.	Nevis Capitl LLC	5765-002-016	\$51.59
Canyon Rd.	LA County Flood Control District	5771-001-902	\$51.59
153 E. Santa Clara St.	Koeper, Josef TR	5773-007-009	\$51.59
E. Duarte Rd.	Chien, Chen F A Co TR	5779-015-041	\$51.59
201 E. Duarte Rd.	Meiloon Properties LLC	5779-018-040	\$51.59
203 E. Duarte Rd.	Meiloon Properties LLC	5779-018-050	\$51.59
Leroy Ave.	Kolovos, George P TR	5784-020-014	\$51.59
Durfee Ave.	289 North Robertson Blvd. II LLC	8532-013-026	\$51.59
Durfee Ave.	289 North Robertson Blvd. II LLC	8532-013-027	\$51.59
Durfee Ave.	289 North Robertson Blvd. II LLC	8532-013-029	\$51.59
Clark St.	Livingston Graham Inc.	8532-016-001	\$51.59
Clark St.	Livingston Graham Inc.	8532-016-003	\$51.59
Clark St.	Livingston Graham Inc.	8532-016-004	\$51.59
Clark St.	Livingston Graham Inc.	8532-016-022	\$51.59
314 E. Live Oak Ave.	Wu, Yi-Shuen M and Shi-Hung K	8572-002-005	\$51.59
Live Oak Ave.	Wu, Yi-Shuen M and Shi-Hung K	8572-002-007	\$51.59
122 E. Live Oak Ave.	North America Dongheng Holding	8573-024-005	\$51.59
128 E. Live Oak Ave.	North America Dongheng Holding	8573-024-006	\$51.59

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
THURSDAY, JUNE 13, 2024**

CALL TO ORDER - Mayor Verlato called the Special Meeting to order at 4:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Kwan, Wang, Cao, and Verlato

ABSENT: None

1. PUBLIC COMMENT – No public comments were provided.

2. CALL TO POST & PRESENTATION OF COLORS

Arcadia Police Department Honor Guard

3. INVOCATION

Reverend John M. Scholte

4. PLEDGE OF ALLEGIANCE

Arcadia Police Department Honor Guard

5. STATE OF THE CITY

April A. Verlato, City of Arcadia Mayor

Mayor Verlato provided a speech that highlighted Arcadia's major accomplishments over the past year and discussed major initiatives for Arcadia's future.

6. KEYNOTE SPEAKER

Mirai Nagasu

Mirai Nagasu, Keynote Speaker, provided a speech sharing her knowledge, insights, and experiences as an Olympian with the audience.

The Special Meeting ended at 6:00 p.m.



Linda Rodriguez
City Clerk

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JUNE 18, 2024**

CALL TO ORDER - Mayor Verlato called the Study Session to order at 6:08 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Kwan, Wang, Cao, and Verlato
ABSENT: None

PUBLIC COMMENTS – No one appeared.

STUDY SESSION

- a. Report, discussion, and direction regarding the City Council Certificate Policy.

After City Council discussion, a motion was made by Mayor Pro Tem Cao, seconded by Council Member Wang, and placed on a roll call vote to amend the City Council Certificate Policy as described by City staff, and bring this item back for further discussion and ratification at a future City Council Meeting.

AYES: Cao, Wang, Cheng, and Verlato
NOES: Kwan
ABSENT: None

- b. Report, discussion, and direction regarding language accessibility and translation services.

It was the consensus of the City Council that this item be tabled and brought back for discussion at a future City Council Meeting.

The Study 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 7:11 p.m.
2. **INVOCATION** – Mohammad Ahad, Mosque of San Gabriel
3. **PLEDGE OF ALLEGIANCE** – Harold Chen, Boys Scout Troop 5 - Polytechnic
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 stated that regarding Item a. – City Council Certificate Policy, on a 4-1 vote, the City Council voted to amend the City Council

Certificate Policy as described by City staff and bring this item back for further discussion at a future City Council Meeting. He indicated that Item b. – language accessibility and translation services, was tabled and will be brought back for consideration at a later date.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had nothing to report.

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

City Manager Lazzaretto presented the staff report and recommended the City Council reappoint the following commission members:

Angela Ayala (filled an unexpired term) to the Museum Commission for a four (4) year term ending June 30, 2028.

Lula Eskander to the Human Resources Commission for a second four (4) year term ending June 30, 2028.

Vincent Tsoi (filled an unexpired term) to the Planning Commission for a four (4) year term ending June 30, 2028.

Roberto Ayala (filled an unexpired term) to the Recreation and Parks Commission for a four (4) year term ending June 30, 2028.

Valerie Cheung to the Recreation and Parks Commission for a second four (4) year term ending June 30, 2028.

A motion was made by Mayor Pro Tem Cao, seconded by Council Member Cheng, and carried on a roll call vote to reappoint the specified commission members.

AYES: Cao, Cheng, Wang, and Verlato
NOES: Kwan
ABSENT: None

Mayor Verlato conducted the nomination process.

Arcadia Beautiful Commission (2 positions)

Regarding the Arcadia Beautiful Commission, the City Council made the following nominations:

Mayor Pro Tem Cao nominated Lisa Walton.

Council Member Kwan nominated Daniel Malki.

Mayor Verlato nominated Greg Wang.

Seeing no other nominations, the City Council cast their votes as follows:

Council Member Cheng – Lisa Walton and Daniel Malki
Council Member Kwan – Lisa Walton and Daniel Malki
Council Member Wang – Lisa Walton and Daniel Malki
Mayor Pro Tem Cao – Lisa Walton and abstained for his second vote
Mayor Verlato – Lisa Walton and Greg Wang

As a result, Lisa Walton and Daniel Malki were appointed to the Arcadia Beautiful Commission for a four (4) year term ending June 30, 2028.

Human Resources Commission (1 position)

Regarding the Human Resources Commission, the City Council made the following nominations:

Mayor Pro Tem Cao nominated Chang Lee. Council Member Cheng concurred.

Seeing no other nominations, it was the consensus of the City Council that Chang Lee be appointed to the Human Resources Commission for a four (4) year term ending June 30, 2028.

Library Board (2 positions)

It was the consensus of the City Council that Hsiuchen Chen be appointed to the Library Board for a four (4) year term ending June 30, 2028, and Barbara Delphey be appointed to the Library Board to fill an unexpired term ending June 30, 2025.

Senior Citizens' Commission (2 At-Large positions)

Regarding the Senior Citizens' Commission, the City Council made the following nominations:

Council Member Kwan nominated Shirley Curley.

Mayor Pro Tem Cao nominated Cris Arzate and Ethel Laczko.

Seeing no other nominations, the City Council cast their votes as follows:

Council Member Cheng – Ethel Laczko and Cris Arzate
Council Member Kwan – Shirley Curley and Cris Arzate
Council Member Wang – Ethel Laczko and Cris Arzate
Mayor Verlato – Ethel Laczko and Chris Arzate
Mayor Pro Tem Cao – Ethel Laczko and Cris Arzate

As a result, Ethel Laczko and Cris Arzate were appointed to the Senior Citizens' Commission – At-Large position, for a two (2) year term ending June 30, 2026.

Golden Age Club (1 position)

Based on the Golden Age Club letter of recommendation, it was the consensus of the City Council that Cynthia Salazar be appointed to the Senior Citizens' Commission as the Golden Age Club member, for a two (2) year term ending June 30, 2026.

Assistance League (1 position)

Based on the Assistance League letter of recommendation, it was the consensus of the City Council that Joyce McGregor be appointed to the Senior Citizens' Commission as the Assistance League member, for a two (2) year term ending June 30, 2026.

9. 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

Deputy Public Works Services Director Masud and Management Analyst Lopez presented the Staff Report.

Mayor Verlato opened the Public Hearing.

No one appeared.

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

It was moved by Mayor Pro Tem Cao, seconded by Council Member Kwan, and carried on a roll call vote to 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.

AYES: Cao, Kwan, Cheng, Wang, and Verlato
NOES: None
ABSENT: None

10. PUBLIC COMMENTS

Domenico Tallerico, an Arcadia resident, appeared and spoke about architectural design features that can be used to ensure public spaces are used as intended; he explained the purpose of his inclusive design features; and expressed his readiness to provide a presentation to the City Council or any interested parties.

Sister Skyler Pennington, a missionary for The Church of Jesus Christ of Latter-day Saints, appeared and expressed her interest in collaborating with the City of Arcadia to provide service hours to the community; she stated that the Church has volunteered with the City of Azusa, El Monte, and Rancho Cucamonga; and indicated that she would like to meet with the City Council to discuss ways of getting involved with the community.

Susan Guo, an Arcadia resident and Board Director of the Arcadia Chinese Association ("ACA"), appeared and congratulated the City Council for a successful year; she commented on the State of the City event; she reminded everyone that the ACA has collaborated with the City on various events; she expressed her disappointment over the lack of recognition the ACA received during the State of the City address; and highlighted the ACA's past accomplishments.

Connie Liao, an Arcadia resident and Arcadia Chinese Association ("ACA") member, appeared and spoke about the importance of inclusivity and fostering a sense of belonging and appreciation;

she thanked Mayor Verlato for her service and requested that she amend the State of the City address to recognize the Arcadia Chinese Association.

Mayor Verlato addressed Ms. Guo and Ms. Liao's comments; she thanked the Arcadia Chinese Association for their efforts and contributions to the City; and thanked Ms. Guo and Ms. Liao for attending tonight's meeting and expressing their sentiments.

Jim Romo, an Arcadia resident and Chair of the Arcadia Performing Arts Foundation, appeared and shared the history of the Arcadia Performing Arts Center; he highlighted the events scheduled for the 2024-2025 season; and indicated that the Foundation is launching a fundraising campaign to raise money for equipment upgrades.

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

Council Member Wang provided a report on the various events that she attended or will be attending as a representative of the City.

Council Member Cheng spoke about the importance of expressing appreciation to your loved ones; he expressed his gratitude to the community and his colleagues for their support and commitment to the City.

Mayor Pro Tem Cao provided a report on the various events that he attended or will be attending as a representative of the City; he announced that June 14 was Flag Day and shared the significance of that day; he further announced that June 26 is the next Citywide Health Education Series – Benign Prostatic Hyperplasia: Symptoms, Diagnosis, & Treatment; and that August 10 is the City's first Community Health Fair, encouraging everyone to attend.

Council Member Kwan stated that all Board and Commission candidates and current commission members serving are qualified to serve; she provided more background on her vote during the Board and Commission reappointment process; she acknowledged Ashish Guha's resume by highlighting his qualifications and encouraged him to apply to the Planning Commission next year. She spoke about the importance of fostering representation and diversity; and thanked Mayor Verlato for her service.

Mayor Verlato thanked City staff for their efforts in coordinating the State of the City event; she expressed her gratitude to her colleagues, stating it has been a pleasure serving with them; and she requested City Council support to place an item on a future agenda to consider a \$20,000 donation to the Arcadia Performing Arts Foundation. Council Member Kwan and Council Member Wang concurred with her request. She provided a report on the various events that she attended or will be attending as a representative of the City; she announced that June 29 is the Patriotic Festival and fireworks show; she noted Consent Calendar item 12c – Homeless, Drug Addiction, and Theft Reduction Act, and encouraged everyone to support the Act.

In response to City Manager Lazzaretto's inquiry, Mayor Verlato indicated that she would like to place the \$20,000 donation to the Arcadia Performing Arts Foundation item on the August 20, 2024, City Council Meeting Agenda.

12. CONSENT CALENDAR

- 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

It was moved by Council Member Kwan, seconded by Council Member Wang, and carried on a roll call vote to approve Consent Calendar Items 12.a through 12.p.

AYES: Kwan, Wang, Cheng, Cao, and Verlato
NOES: None
ABSENT: None

13. ADJOURNMENT

Council Member Wang wished Council Member Cheng a happy birthday.

The City Council adjourned at 8:34 p.m. to Tuesday, July 16, 2024, at 7:00 p.m. in the City Council Chambers.



Linda Rodriguez
City Clerk

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, JULY 2, 2024**

CALL TO ORDER – Mayor Verlato called the Special Meeting to order at 6:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Kwan, Wang, Cao, and Verlato

ABSENT: None

PUBLIC COMMENTS – No one appeared.

CLOSED SESSION

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

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, Interim Administrative Services Director Henry Chen, and Interim Human Resources Director Anely Williams.

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

The Closed Session ended at 6:13 p.m.

No reportable action was taken.

Mayor Verlato noted for the record that all City Council Members were present for the Open Session.

OPEN SESSION TO THE PUBLIC

- a. Resolutions approving Memorandums of Understanding establishing compensation and related benefits for represented employee groups.

Resolution No. 7581 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Police Civilian Employees' Association ("APCEA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7582 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Police Officers' Association ("APOA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7583 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Public Works Employees' Association ("APWEA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7581 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Police Civilian Employees' Association ("APCEA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

A motion was made by Mayor Pro Tem Cao, seconded by Council Member Cheng, and carried on a roll call vote to adopt Resolution No. 7581 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Police Civilian Employees' Association ("APCEA") for July 1, 2024, through June 30, 2027.

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

NOES: None

ABSENT: None

Resolution No. 7582 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Police Officers' Association ("APOA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

Mayor Verlato expressed her concerns regarding the proposed Memorandum of Understanding for employees represented by the Arcadia Police Officers' Association; and shared her reasons why she is opposed to the proposed Memorandum of Understanding in its current form.

After City Council discussion, a motion was made by Council Member Wang, seconded by Mayor Pro Tem Cao, and carried on a roll call vote to adopt Resolution No. 7582 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Police Officers' Association ("APOA") for July 1, 2024, through June 30, 2027.

AYES: Wang, Cao, and Cheng

NOES: Kwan, and Verlato

ABSENT: None

Resolution No. 7583 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Public Works Employees' Association ("APWEA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project


Recommended Action: Adopt

A motion was made by Mayor Pro Tem Cao, seconded by Council Member Wang, and carried on a roll call vote to adopt Resolution No. 7583 approving a Memorandum of Understanding

establishing compensation and related benefits for employees represented by the Arcadia Public Works Employees' Association ("APWEA") for July 1, 2024, through June 30, 2027.

AYES: Cao, Wang, and Cheng
NOES: Kwan, and Verlato
ABSENT: None

The Special Meeting ended at 6:18 p.m.



Linda Rodriguez
City Clerk



STAFF REPORT

Office of the City Attorney

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Michael Maurer, City Attorney

SUBJECT: RESOLUTION NO. 7579 AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENT WITH KROGER CO., AGREE TO THE TERMS OF THE STATE-SUBDIVISION AGREEMENT, AND AUTHORIZE ENTRY INTO THE STATE-SUBDIVISION AGREEMENT WITH THE ATTORNEY GENERAL
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

In the last few years, states and cities across the United States brought litigation against the largest manufacturers and distributors of opioid painkillers. Since 2022, Arcadia has opted into every round of available opioid settlements and has started receiving payments under the settlements. On June 7, 2024, Kroger Co. reached a tentative settlement regarding its outstanding opioid distribution claims. The City can opt into this new settlement, thereby releasing its claims against Kroger Co., in order to receive a maximum of \$40,260, paid out over a period of 11 years. The funds are restricted to certain opioid abatement/remediation uses.

The City can either allow the funds to be used by Los Angeles County or elect to use the funds itself subject to reporting requirements of the State. Alternatively, the City can take no action, thereby opting out of the settlement, while maintaining its right to pursue litigation against the Kroger Co. It is recommended that the City Council opt into the Settlement Agreements and authorize the City Manager to accept the funds directly to be used in Arcadia for allowable purposes.

BACKGROUND

On two prior occasions, Arcadia has opted into national settlements with distributors and manufacturers of opioids, thereby releasing its right to pursue future claims and choosing to receive funding directly. The first settlement was with the three largest pharmaceutical distributors of opioid painkillers: Amerisource Bergen, Cardinal Health, and McKesson (the “Distributors”), and the opioid painkiller manufacturer, Janssen (owned by Johnson & Johnson) (“J&J”), which resulted in two proposed settlements totaling approximately \$26 billion dollars nationwide.

Between November and December 2022, five additional parties entered into National Opioid Settlements with terms identical to the Distributors/J&J Settlements. In April 2023, the City Council approved opting into these five national Opioid Settlement Agreements. The settlement agreements were for three distributors of opioids that included Walgreens Co., Walmart Inc., and CVS Health Corporation/CVS Pharmacy, Inc., as well as two opioid manufacturers, Teva Pharmaceutical Industries LTD. and Allergan Finance, LLC/Allergan Limited. The City has opted into every previous round of opioid settlements and has started receiving payments for eligible expenses.

DISCUSSION

A. Allocation of Funds

Litigation against the Kroger Co. has resulted in a proposed settlement totaling approximately \$1.2 billion, which will be paid out over 11 years. Of this amount, California is to receive approximately \$122 million and is to distribute these funds pursuant to Intrastate Allocation Agreements for the new settlement.

As outlined in the Intrastate Allocation Agreements, Settlement Fund payments due to the State of California are allocated as follows: 15% to the State Fund; 70% to the California Abatement Accounts Fund; and 15% to the California Subdivision Fund. This results in the State receiving 15% of the payments allocated to California and local subdivisions receiving the remaining 85%. The percentages paid out to the California Subdivision Fund are reserved for entities that participated in the litigation of the claims giving rise to the settlement agreements. The percentages paid out to local subdivisions that did not litigate (such as Arcadia), but opted into the settlement instead, comes from the share of the settlement proceeds that are placed in the California Abatement Accounts Fund. Essentially, this means that the City of Arcadia, if it chooses to opt into the settlement, is entitled to receive a percentage share from the California Abatement Accounts Fund.

The City of Arcadia has been allocated 0.033% of the 70%, of the approximately \$122 million (i.e., best case scenario), which is equal to \$40,260. This total amount will be disbursed over a period of 11 years, with payments decreasing as each settlement finishes paying out. The first payments are scheduled to occur in the latter half of 2024. After the receipt of these initial payments, further payments will be received annually thereafter. As stated above, the ultimate settlement amount is not yet known because of the bonus structure built into the agreements.

The default distribution of funds in the settlement agreements provides that the funds will go directly to the county in which a city is located. A city can elect to have its funds delivered directly by providing notice in the settlement agreements. Additionally, a city may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the settlement fund administrators at least 60 days prior to a payment date.

In deciding whether to allow a city's funds to go directly to the county, a city should consider the following: (1) whether the amount of money is substantial enough for the city to handle on its own; (2) whether the city offers the services and has the employees to spend the money in accordance with its prescribed uses; and (3) whether the city wants to engage in the reporting requirements over the course of the next 12 years (11 years of distribution and an additional year following final distribution).

B. Use of Received Funds

Similar to the other opioid settlements, funds received from this additional settlement must be used for future opioid remediation or abatement. For instance, participating subdivisions may use funds for areas such as services to treat opioid use disorder; support people in treatment and recovery; connect people to care; address needs of criminal justice-involved persons; address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence syndrome; prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids; prevent misuse of opioids; prevent overdose deaths and other harms; provide leadership, planning, and coordination of programs; provide training; and conduct research.

The Intrastate Allocation Agreements also provide spending limitations in addition to those provided in the settlement agreements. Under the Intrastate Allocation Agreements, no less than 50% of the funds received in each calendar year will be used for one or more of the following High Impact Abatement Activities:

- (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
- (2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;
- (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
- (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
- (5) interventions to prevent drug addiction in vulnerable youth.

In addition to these requirements, there is also a time limit on the spending of received funds. If funds are not expended or encumbered within five years of receipt, in accordance with the settlement agreements and the Intrastate Allocation Agreements, the funds are required to be transferred back to the State.

C. Management of Funds

Each county and city that receives payment of funds from the settlement must prepare a written report at least annually regarding the use of those funds until the funds are fully expended and for one year thereafter. Each county and city will need to track all deposits and expenditures. This report will also include a certification that all funds received have been used in compliance with the allocation agreements. The California Department of Healthcare and Services (“DHCS”) may review the report to determine compliance with the settlement agreements and the Intrastate Allocation Agreement.

If the DHCS determines that a participating subdivision’s use of abatement funds is inconsistent with the settlement agreements or Intrastate Allocation Agreements, the parties are required to meet and confer. If the meet and confer process does not provide a resolution, the DHCS may conduct an audit, which can lead to a court action if the matter is still not resolved after an audit.

D. Opting In

The City must opt into the settlement by August 12, 2024, which requires the City to release its claims against Kroger Co. The attached Resolution No. 7579 authorizes the City Manager to execute an Allocation Agreement and a Participation Agreement as well as performing any other tasks necessary to opt in. Samples of each Agreement are attached to this report (final documents will be separately provided to the City for execution).

If the City Council takes no action, it will effectively opt out of the settlement and Arcadia’s designated funds will flow to the State. By opting out of the settlement, the City would still have the opportunity to bring its own action against Kroger Co.

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

Approval of the settlement will result in gross payments of up to \$40,260 for opioid abatement, over an 11-year period. If Arcadia elects to receive direct payments, the City would have nominal staff costs to administer and report on its use of the funds.

RECOMMENDATION

It is recommended that the City Council determine that the proposed action is not a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7579 authorizing the City Manager to enter into the Settlement Agreement with Kroger Co., agree to the terms of the State-Subdivision Agreement, and authorize entry into the State-Subdivision Agreement with the Attorney General; and elect to receive payments directly.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7579
Sample Participation Agreement

RESOLUTION NO. 7579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENT WITH KROGER CO., AGREE TO THE TERMS OF THE STATE-SUBDIVISION AGREEMENT, AND AUTHORIZE ENTRY INTO THE STATE-SUBDIVISION AGREEMENT WITH THE ATTORNEY GENERAL

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation (“MDL”) being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants’ unlawful conduct caused the opioid epidemic; and,

WHEREAS on or about June 7, 2024, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Kroger Co. (“Kroger”); and,

WHEREAS, Kroeger shall be referred in this Resolution as the “Settling Defendant”; and

WHEREAS, as part of the settlement with the Settling Defendant, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the Settlement in exchange for a release of the Settling Defendants; and,

WHEREAS, copies of the proposed terms of this proposed nationwide settlement have been set forth in the Master Settlement Agreements with the Settling Defendant; and,

WHEREAS, copies of the Master Settlement Agreement are on file with the City

Clerk; and,

WHEREAS, the Settlement Agreement provides, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreement (“California Opioid Funds”); and,

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (“Allocation Agreement”) from the Settlement with the Settling Defendant; and,

WHEREAS, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement shall be combined pursuant to the Allocation Agreements, and 15% of the total from the Settlement shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”); and,

WHEREAS, under the Master Settlement Agreement, certain local subdivisions that did not file a lawsuit against the Settlement Defendant may qualify to participate in the Settlement and obtain funds from the Abatement Account Fund; and,

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation)

will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreement with the Settling Defendant by executing the Participation Agreement and to enter into the Allocation Agreement by executing the signature pages to those agreements.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Manager is authorized to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreement and Allocation Agreement, including but not limited to taking the following measures:

1. The execution of the Participation Agreement with the Settling Defendant and any and all documents ancillary thereto.
2. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds with the Settling Defendant by executing the signature pages to the Allocation Agreement.
3. Notify the Settlement Fund Administrator that the City requests a direct payment under the Allocation Agreement at least 60 days prior to the Payment Date in the Settlement Agreements.

SECTION 3. CEQA. That the City Council finds this Resolution is not subject to the California Environmental Quality Act ("CEQA") in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 5. Effective Date. This Resolution shall become effective immediately.

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

Passed, approved and adopted this 16th day of July, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

Human Resources Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Anely Williams, Interim Human Resources Director
Henry Chen, Interim Administrative Services Director

SUBJECT: RESOLUTION NO. 7584 AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$1,575,000 FOR COSTS ASSOCIATED WITH ADOPTION OF THE ARCADIA POLICE CIVILIAN EMPLOYEES' ASSOCIATION, THE ARCADIA POLICE OFFICERS' ASSOCIATION, AND THE ARCADIA PUBLIC WORKS EMPLOYEES' ASSOCIATION MEMORANDUMS OF UNDERSTANDING
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

On July 2, 2024, the City Council adopted Resolution Nos. 7581, 7582, and 7583, which established terms of employment and compensation for the period of July 1, 2024, through June 30, 2027, for City employees represented by the Arcadia Police Civilian Employees' Association ("APCEA"), the Arcadia Police Officers' Association ("APOA"), and the Arcadia Public Works Employees' Association ("APWEA"), respectively. Based upon City Council's approval of the three Memorandums of Understanding ("MOU"), adoption of Resolution No. 7584 is necessary to authorize a supplemental budget appropriation for associated costs, in the amount of \$1,575,000, for Fiscal Year 2024-25.

DISCUSSION

Negotiations with the APCEA and APOA began in February 2024, while negotiations with the APWEA began in April 2024. During the course of negotiations, the City's negotiating team and the groups' negotiating teams held a combined total of 23 meetings. Ultimately, a tentative agreement was reached that is beneficial to both the City and the bargaining groups. The MOUs were brought forth and approved by the City Council on July 2, 2024. The newly-adopted APCEA, APOA, and APWEA MOUs are in effect from July 1, 2024, through June 30, 2027, which reflect package modifications that address salary and other compensation, health insurance, leave banks and service credit, clean-up language to comply with State law, and miscellaneous items specific to each Association. Following

approval of these MOUs, a supplemental budget appropriation is necessary to account for associated costs in the current Fiscal Year 2024-25 adopted budget.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The costs associated with the approved APCEA, APOA, and APWEA MOUs were not projected into the Fiscal Year 2024-25 Budget, since such costs were uncertain at the time of budget adoption. However, the adopted Fiscal Year 2024-25 General Fund Operating Budget is projected to end the year with a surplus. Accounting for the projected surplus, the FY 2024-25 budget will be able to manage the amended budget appropriation of \$1,575,000, resulting from the three successor Memorandums. The costs for FY 2025-26 and 2026-27 will be incorporated into subsequent budgets.

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. 7584 amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a supplemental budget appropriation in the amount of \$1,575,000 for costs associated with adoption of the Arcadia Police Civilian Employees' Association, the Arcadia Police Officers' Association, and the Arcadia Public Works Employees' Association Memorandums of Understanding.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7584 - Amending FY 2024-25 General Fund Operating Budget

RESOLUTION NO. 7584

RESOLUTION 7584 AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$1,575,000 FOR COSTS ASSOCIATED WITH ADOPTION OF THE ARCADIA POLICE CIVILIAN EMPLOYEES' ASSOCIATION, THE ARCADIA POLICE OFFICERS' ASSOCIATION, AND THE ARCADIA PUBLIC WORKS EMPLOYEES' ASSOCIATION MEMORANDUMS OF UNDERSTANDING

WHEREAS, representatives of the City and representatives of the Arcadia Police Civilian Employees' Association ("APCEA"), the Arcadia Police Officers' Association ("APOA"), and the Arcadia Public Works Employees' Association ("APWEA"), have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and each of the three Associations have come to an agreement; and

WHEREAS, an appropriation is needed to fund the City's agreements with the APCEA, APOA, and the APWEA for the wages, hours, and working conditions as listed in the July 1, 2024 through June 30, 2027, portions of their Memorandums of Understanding ("MOU") between the City and the respective groups; and

WHEREAS, the Administrative Services Director has projected that there will be sufficient revenue in the currently adopted General Fund Operating Budget to fund the additional appropriation needed for purposes of the agreements with the APCEA, APOA, and the APWEA.

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

SECTION 1. The sum of \$1,575,000 is hereby appropriated to the specified funds noted in the table below for the purposes of funding the agreement with the APCEA, APOA, and APWEA.

Fund	Cost Center	Amount
Prop A	155-3304	\$ 8,600
Solid Waste	118-1901	9,500
LLEBG	006-2112	15,200
Lighting District	430-3311	20,900
Sewer	521-3306	44,700
Water	520-7201	160,400
General Fund	001-XXXX	1,315,700
		<u>\$ 1,575,000</u>

SECTION 2. The Arcadia City Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 16th day of July 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Fire Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Maria Lourdes Taylor, Sr. Management Analyst

SUBJECT: ESTABLISH COMPENSATION AND RELATED BENEFITS FOR A FIREFIGHTER RECRUIT CLASSIFICATION

RESOLUTION NO. 7585 AMENDING RESOLUTION NO. 7383 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2021, THROUGH JUNE 30, 2024 (FIREFIGHTER RECRUIT)

CEQA: Not A Project

Recommendation: Adopt

RESOLUTION NO. 7586 AMENDING RESOLUTION NO. 7537 APPROVING WAGE ADJUSTMENTS FOR UNREPRESENTED, NON-BENEFITED PART-TIME EMPLOYEES IN ACCORDANCE WITH CALIFORNIA'S MINIMUM WAGE INCREASE EFFECTIVE JANUARY 1, 2024 (FIREFIGHTER RECRUIT)

CEQA: Not A Project

Recommendation: Adopt

SUMMARY

As part of the Fiscal Year 2024-25 Fire Operating Budget, the City Council allocated funds to staff a total of eight Firefighter positions. The primary intent of establishing a new Fire Recruit class specification is to allow vacancies in the Firefighter rank to be filled by current Arcadia Ambulance Operators. The Fire Recruit class specification will consist of part-time, benefited positions as a Firefighter Recruit and a Firefighter Recruit Pre-Service job rank. It is recommended that the City Council adopt Resolution No. 7385 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024; and adopt Resolution No. 7586 approving wage adjustments for unrepresented, part-time employees to include the Firefighter Recruit and Firefighter Recruit Pre-Service classifications.

BACKGROUND

During FY 2023-24, to maintain adequate emergency medical service levels in response to increased demands, the City Council approved a Basic Life Support (“BLS”) Peak Hours Ambulance program. Consequently, two BLS Ambulance Operator positions were created to staff the BLS ambulance, which have been filled by seven part-time employees. In part, the deployment of this new position provides the Fire Department an opportunity to work alongside these individuals and determine their proficiency and capabilities. The goal is to promote and hire successful incumbents to a full-time probationary Firefighter role when positions become vacant.

The primary function of the Ambulance Operator is to provide basic life support care within the scope of an Emergency Medical Technician (“EMT”), for sick, injured, or convalescent persons, at the sites of emergencies or enroute to hospitals or other medical facilities. Some of the key duties associated with this position include hemorrhage control, treatment for shock, cardiopulmonary resuscitation, airway maintenance, and fracture stabilization and control. Other responsibilities of an Ambulance Operator include operating an emergency vehicle to transport and provide care to and from the scene of an emergency. Many of these duties are included in the Firefighter job specification. It provides a great opportunity for Department members to assess and evaluate the potential for an Ambulance Operator to be successful as a probationary Firefighter.

While the Ambulance Operator program has successfully addressed service demands and has begun providing a proving ground for full-time Firefighter promotions, there remains an opportunity to add additional pre-service positions to help shorten the hiring process. A “pre-hire” or “trainee” type position, similar to what has been done for years in the Police Department, would provide opportunities for employees to be hired and put into the academy so that they can be attached to Arcadia and ready to begin work immediately upon graduation instead of competing for any employees that are not already signed on after graduation.

DISCUSSION

For 20 years, the Department utilized a Reserve Firefighter Program to train and hire potential future Firefighter candidates. Of the existing Department members, more than half have served as a Reserve Firefighter at some point. However, in recent years, with the unpaid status of the position, it created challenges staffing the program. The Ambulance Operator program creates a more viable pool to draw potential Firefighter candidates from and will replace the Department’s Reserve Firefighter Program.

Two variations of the Fire Recruit position are proposed, which includes the Fire Recruit and Fire Recruit (Pre-Service):

Fire Recruit

The Fire Recruit position seeks the completion of prerequisite courses for entry into a California State Fire Marshal Accredited Firefighter 1 Academy, as highly desirable.

Fire Recruit (Pre-Service)

The Fire Recruit (Pre-Service) position requires the successful graduation or current enrollment in a California State Fire Marshal Accredited Firefighter 1 Academy.

Both positions also require specialized certification and licensure within the following areas: American Heart Association and CPR; possession of a California Class C driver license; possession of a California EMT-B license before hiring; and possession of emergency incident system courses (ICS 100 and 200; and NIMS IS 700). Attached is the new job specification for the proposed Fire Recruit position (see *Attachment No. 1 – Firefighter Recruit/Firefighter Recruit (Pre-Service)*).

Essentially, the Firefighter Recruit and Firefighter Recruit (Pre-Service) are part-time, benefitted non-safety/non-firefighter trainee positions for the purpose of employing them as Firefighter candidates. For clarification, the Fire Recruit class specification includes the Firefighter Recruit and Firefighter Recruit (Pre-Service) positions. Upon transitioning as a Fire Recruit, the main distinction between these two positions is that a Fire Recruit - Pre-Service is already enrolled in a California State Fire Marshal Firefighter 1 Academy. These positions will work under the supervision of a Fire Captain and overall direction of the Training Captain. The work schedule for a Firefighter Recruit and Firefighter Recruit (Pre-Service) would fall under a part-time position (see Exhibit “B” of Resolution No. 7586 for the salary schedule). Finally, the attached organizational chart illustrates the hierarchical responsibilities of this job classification within the Fire Department.

The new job classification for the Fire Recruit class specification has been discussed with the Human Resources Division, which found the specifications, licensing and required certifications to be in line with other similar positions in the region, and the compensation in line with market expectations. Additionally, two Resolutions are being proposed to establish the Firefighter Recruit class specification: Resolution No. 7585 amends Resolution No. 7383 and establishes the Firefighter Recruit as a benefitted position; and Resolution No. 7586 amends Resolution No. 7537, adding the Firefighter Recruit classification to the hourly wage schedule within the Cal-PERS system.

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 Fire Recruit position would be placed at part-time salary range number PTP22, with its hourly salary schedule ranging from Step A at \$21.91/hour through Step E at \$24.18/hour. These positions will be primarily hired to fill the vacancies in the Firefighter rank; thus, the resulting vacancy savings would adequately cover the Firefighter Recruit's wages and benefits.

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. 7585 amending Resolution No. 7383 establishing compensation and related benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (Firefighter Recruit); and

Resolution No. 7586 amending Resolution No. 7537 approving wage adjustments for Unrepresented, Non-benefited Part-time Employees in accordance with California's minimum wage increase effective January 1, 2024 (Firefighter Recruit).

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7585

Attachment No. 2: Resolution No. 7383 (Fringe Benefit Resolution)

Attachment No. 3: New Class Specification – Fire Recruit Position

Attachment No. 4: Fire Department's Organizational Chart

Attachment No. 1

RESOLUTION NO. 7585

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING RESOLUTION NO. 7383 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2021, THROUGH JUNE 30, 2024 (FIREFIGHTER RECRUIT)

WHEREAS, City Council Resolution No. 7383 approved various fringe benefits and related compensation for officials, officers, and management of the City; and

WHEREAS, Section 38 of Resolution No. 7383 provides for amendment and modification by City Council approved resolutions that direct inclusion of any changes as part of said Resolution; and

WHEREAS, salaries and benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees are adjusted by resolution, which adjustments are then reflected in the City's salary schedule.

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

SECTION 1. Effective upon the beginning of the pay period following adoption of this Resolution (07/28/2024), the Fringe Benefits Resolution is amended by adding the position of Firefighter Recruit as a part-time unrepresented position as set forth in Exhibit "A" attached hereto.

SECTION 2. The City Council hereby approves the changes to Resolution No. 7383 as set forth in the City of Arcadia Fringe Benefits Resolution as attached hereto, effective as of July 1, 2021, through June 30, 2024.

SECTION 3. This Resolution shall become effective upon its adoption.

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

Passed, approved, and adopted this 16th day of July, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

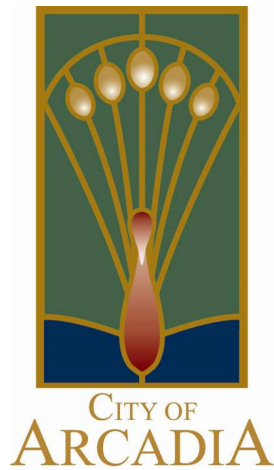


Michael J. Maurer
City Attorney

CITY OF ARCADIA

FRINGE BENEFITS RESOLUTION

**CITY COUNCIL, EXECUTIVE MANAGEMENT,
MANAGEMENT, AND UNREPRESENTED EMPLOYEES
OF THE CITY OF ARCADIA**



JULY 1, 2021 – JUNE 30, 2024

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SECTION 1. PURPOSE

The Fringe Benefits Resolution is a consolidation of previously adopted resolutions concerning City Council, Executive Management, Management, and Unrepresented Employees. Resolution No. 7383 sets forth the wages, hours, and other terms and conditions of employment for employees within these classifications and provides paid sick leave for Part-Time Unrepresented Employees pursuant to AB1522.

SECTION 2. DEFINITIONS

As used herein and in the general salary resolution, the following terms shall have the following meanings:

“Classification” shall mean a group of positions having sufficiently similar duties, responsibilities, and qualifications to be designated by the same descriptive title, and as to which the same salary range may be made to apply with equity.

“Employee” shall mean a full-time budgeted employee of the City of Arcadia.

“Employment Date” shall mean the period of continuous full-time employment from and after such employment date shall be used in computing longevity pay, sick leave, and vacation and shall be the starting point for determining salary step increases.

“Executive Management Employee” shall mean an unrepresented management Employee who is the head of a City Department. Employees who are in the Classification of Development Services Director, Public Works Services Director, Administrative Services Director, Recreation and Community Services Director, Library and Museum Services Director, Assistant City Manager, and similar Classifications as they may be added or amended over time shall be considered Executive Management Employees in the Miscellaneous category. Employees who are in the Classification of Police Chief, Fire Chief, and similar Classifications as they may be added or amended over time shall be considered Executive Management Employees in the Safety category. Also known as “Department Director”.

“Management Employees” shall mean those full-time Employees having responsibility for formulating, administering, or managing the implementation of City policies who are unrepresented and who are not Executive Management Employees. Typical Employees in the Classification of Management Aide, Recreation Supervisor, Human Resources Analyst, Crime Analyst, Police Records Manager, Senior Human Resources Analyst, Senior Management Analyst, Transportation Services Manager, Assistant Director of Recreation and Community Services, Planning Services Manager, Accounting Supervisor, Accountant, Senior Accountant, Environmental Services Manager, General Services Superintendent, Library Services Manager, Utilities Superintendent,

Principal Civil Engineer, Building Official, Fire Marshal, Economic Development Manager, Financial Services Manager/Treasurer, Human Resources Administrator, Deputy City Manager, Planning and Community Development Administrator, Deputy Director of Development Services/City Engineer, and similar Classifications as they may be added or amended over time shall be considered Management Employees in the Miscellaneous category. Typical Employees in the Classification of Police Lieutenant, Fire Battalion Chief, Deputy Fire Chief, Police Captain, and similar Classifications as they may be added or amended over time shall be considered Management Employees in the Safety category.

“Miscellaneous Employees” shall mean those employees who are not involved in law enforcement, fire suppression, the protection of public safety, or employed in a position designated by law as local safety.

“Part-Time Unrepresented Employees” shall mean a part-time employee who is at-will and not deemed an Executive Management, Management, Unrepresented Confidential, or Unrepresented Employee. Typical Employees in the Classification of Library Aide I/II, Activity Leader I/II, Laborer, Police Cadet, Administrative Intern, Camp Manager, Fire Prevention Aide, Recreation Specialist, Volunteer Services Coordinator, Reserve Police Officer I/II and similar classifications as they may be added or amended over time shall be considered part-time unrepresented. This excludes the positions of Law Enforcement Recruit and Firefighter Recruit.

“Recognized Employee Organization” means an Employee organization which has been formally acknowledged by the City as the Employee organization that represents Employees in designated classifications in an appropriate representation unit.

“Safety Employees” shall mean those employees who are involved in law enforcement, fire suppression, the protection of public safety, or who are employed in a position designated by law as local safety.

“Salary Advancement” shall mean an increase in salary from current step to a higher step within the same salary range based upon performance and continuous service in the same class.

“Unrepresented Confidential Employee” shall mean any benefitted Employee (receiving CalPERS and a benefit allowance) that is not an Executive or Management Employee, is not represented by a recognized Employee organization, and typically handles confidential matters as a course of their job duties. Classifications in this group include Executive Assistant assigned to the City Manager’s Office, Human Resources Technician, and similar Classifications as they may be added or amended over time (referred to as Confidential herein).

“Unrepresented Employee” shall mean any Employee that is not an Executive or Management Employee and is not represented by a recognized Employee

organization. This includes the positions of Law Enforcement Recruit and Firefighter Recruit.

SECTION 3. COMPENSATION

The salary schedules for classifications covered by this resolution are set forth in “Exhibit A” and incorporated herein. The base salaries of Executive Management, Management, and Unrepresented Confidential Employees covered by this resolution will be increased by 3% effective July 1, 2021, 3% effective July 1, 2022, and 4% effective July 1, 2023. Retro increases will be given only to those employees on City payroll as of the date of adoption of this resolution.

The base salaries of Police and Fire Safety Executive Management and Police and Fire Safety Management employees covered by this resolution will be increased by 3% effective July 1, 2021, 4% effective July 1, 2022, and 5% effective July 1, 2023. Retroactive increases will be given only to those employees on City payroll as of the date of adoption of this resolution.

Dependent upon the distribution method as determined by the City Manager, employees covered by this resolution may receive a one-time Non-PERSable bonus paid through City payroll upon the adoption of this resolution. The collective amount to be distributed to those employees is \$153,832.

Additionally, Executive Management and Safety Executive Management employees covered by this resolution and on City payroll as of the date of adoption of this resolution shall receive a one-time Non-PERSable bonus of \$2,300. Safety Management, Management, and Unrepresented employees covered by this resolution and on City payroll as of the date of adoption of this resolution shall receive a one-time non-PERSable bonus of \$2,100.

SECTION 4. SALARY STEP ADVANCEMENT

The advancement through the salary steps shall be based upon performance and continuous service in the same classification. The percentage between steps is approximately 2.5%. Employees will advance in their rates of compensation two steps (approximately 5.0%) on their anniversary dates. The following schedule is an example of merit increases when an employee begins employment at step A:

A Step to C Step: 6 months

All other Steps: 12 months

For Department Directors reporting directly to the City Manager, the advancement through the salary steps shall be based on performance without regard to the continuous service time requirements cited above. The rate of advancement shall be from 0% to 7.5%, or no movement to a maximum of three steps. Pursuant to the City Charter Section

809, evaluation of the Library and Museum Services Director shall be by the Library Board; however, the City Manager shall provide input into the process.

Salary step advancements may be withheld or delayed by the appointing authority if an Employee's performance does not merit such advancement.

With the approval of the City Manager, an Employee may be hired at any step within the salary range applicable to the position.

The City Manager shall have the authority to advance an Employee's salary step within that Employee's salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.

Upon adoption of this Resolution and until June 30, 2024, unless extended by the City Council, the City Manager shall have discretionary authority to allow an annual performance bonus up to 3% of an employee's annual salary to full-time employees covered by this resolution who receive a Meritorious or Superior evaluation. Receiving a Meritorious or Superior evaluation is not a guarantee of receiving a bonus, only a minimum standard for qualification. It shall be the City Manager's sole authority to determine whether to allow a bonus and at what amount. The performance bonus shall be subject to the availability of funds as determined by the City.

SECTION 5. PROMOTIONAL STEP ADVANCEMENT

When an Employee is promoted, their pay shall advance to the lowest salary step in the new classification range such that it will provide a 5% increase in compensation, or two steps. If the lowest salary in the new classification is the top step, the Employee's pay will be advanced to the top step, even if it provides less than a 5%, or two-step, increase.

When an Employee is promoted to a higher classification, the date of the promotion shall be used in determining the date of the future step increases.

SECTION 6. OVERTIME

When necessary to perform essential work, a Department Director may require Management and Unrepresented Employees to work at any time other than during regular working hours until such work is accomplished. Management and Executive Management Employees are generally considered positions that are exempt from standard overtime rules. Job specifications for each Classification shall clearly state whether the position is considered exempt. Employees that are not exempt from standard overtime rules and are required to work hours which cause the Employee to be in a work status in excess of 40 hours in a designated workweek shall be paid at the rate of time and one-half the Employee's regular rate of pay. The Department Director may permit an Employee to accumulate compensatory time in lieu of paid overtime; however, the Employee shall not be permitted to accumulate more than 100 hours of compensatory time at any time.

Fire Battalion Chiefs working in excess of a 56-hour workweek shall receive overtime at straight time for operational assignments as defined by the Fire Chief and are eligible for Management Leave. A Fire Battalion Chief assigned to a strike team and working in excess of a 56-hour workweek will receive overtime at 1.5 times the hourly rate. No other Management Employees are eligible to receive any form of overtime compensation for additional hours worked, except as stated in Section 8.

SECTION 7. RETIREMENT

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Resolution. The plan shall include the following options:

1. Miscellaneous Employees - 2.5% @ 55 retirement formula (Government Code §21354.4); Public Safety Employees - 3% @ 50 retirement formula (Government Code §21362.2).
2. Single highest year final compensation (Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employees shall make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The Employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the

event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified, and the provisions set forth herein will be reviewed by the City Manager and City Council. The cost sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 7% of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.
- b. Public Safety Employees: Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also contribute an additional 3% cost for CalPERS retirement through a phase-in approach as follows:
 - i. Effective beginning the pay period following Council adoption of this resolution, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.
 - ii. Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.
 - iii. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 12%.

11. In addition to the foregoing cost sharing payments, Miscellaneous Employees shall continue to pay 1% of the member contribution to CalPERS.

12. The City shall continue to pay the cost of the Employees' member contribution (EPMC) to CalPERS in the amount of 7% for Miscellaneous Employees and 9% for Public Safety Employees and shall continue to report that as additional compensation pursuant to §20636(c)(4) of the Government Code. Further, said amount will be allocated to the Employee's retirement account.

13. Pre-Retirement Option 2W Death Benefit (Government Code §21548): Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees will split the cost of this benefit with the City through pre-tax

deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified, and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit, which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety Employees. The cost-sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
- b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

B. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011, OTHER THAN NEW CalPERS MEMBERS HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Resolution. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 60 retirement formula (Government Code §21363.1); Public Safety Employees - 3% @ 55 retirement formula (Government Code §21363.1).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects

this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.

9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay the full 7% member contribution to CalPERS via payroll deduction.
11. Public Safety Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also contribute an additional 3% cost for CalPERS retirement through a phase-in approach as follows:
 - a. Effective beginning the pay period following Council adoption of this resolution, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.
 - b. Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.
 - c. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 12%.
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the Employees will be notified, and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:
 - a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.

- b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

C. NEW CalPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Resolution. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 62 retirement formula (Government Code §7522.20); Public Safety Employees – 2.7% at age 57 retirement formula (Government Code §7522.25(d)).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay 50% of the normal cost, currently at 6.75%, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
11. Public Safety Employees will pay 50% of the normal cost, currently at 12%, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits),

Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
- b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

D. City Council, Executive, and Management Employees shall have access to the City's established 457 Deferred Compensation Program and the IRC 401(a) defined contribution plan. All administration costs associated with the 401(a) plan shall be paid by the City.

SECTION 8. SPECIAL ASSIGNMENT PAY

Employees in the classifications of Police Captain and Police Lieutenant assigned to outside reimbursable special details (as approved by the City Manager), including but not limited to race-track traffic control duties, shall be compensated at 6 hours of straight time at the rate of a top step Police Sergeant with an Advanced Post Certificate and Special Assignment Pay (currently 5%).

SECTION 9. LONGEVITY PAY

A Longevity Pay benefit will be provided to Executive, Management, and Confidential Employees based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5 – 9 Years	\$42.02
10 – 14 Years	\$63.04
15 – 19 Years	\$84.06
20+ Years	\$230.77

The Longevity Pay benefit is effective the pay period an Employee reaches 5, 10, 15 or 20 years of continuous employment with the City.

SECTION 10. ACTING PAY

A Management or Confidential Employee who is required, in writing, to work more than 5 working days in a higher classification, which is vacant due to sick leave, family medical leave, injury leave, vacation leave, termination, retirement, or for any other reason as approved by the City Manager, shall receive the following acting pay retroactive to the first day of the assignment:

1. 5% above their current rate of pay or A step of the higher classification, whichever is higher; or any step within the classification as approved by the City Manager; or
2. Should such percentage exceed the top step of the range for the higher classification, the Employee shall receive compensation at the top step of the higher classification.
3. Nothing contained herein shall apply to an Employee who is being trained by the City to qualify for a higher classification or who temporarily assumes some of the duties of a higher position.

If an acting assignment exceeds or is expected to exceed 30 calendar days, the acting Employee will receive the fringe benefits of said position for the duration of the assignment as applicable and as determined by the City Manager.

SECTION 11. TUITION ADVANCEMENT/REIMBURSEMENT

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below.

To qualify for tuition advancement/reimbursement, a Tuition Advancement/Reimbursement Form must be submitted and pre-approved by the Employee's Department Director and Human Resources Administrator before the course(s) begin.

Tuition advancement or reimbursement shall only be for the first degree in each education level that an employee seeks to obtain, and shall only be for "job-related" courses, specialized training, or degree programs that are directly related to the Employee's position as determined by the City Manager or designee. The City Manager or their designee may grant approval for tuition advancement or reimbursement if they determine that a second degree in any education level is both beneficial and job-related.

The Tuition Advancement/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum advancement or reimbursement amount shall be \$4,126 for undergraduate courses and \$5,062 for graduate courses per fiscal year. Eligible fees include tuition, on campus parking fees, and textbooks. All other fees are subject to approval by the City Manager. School supplies are not reimbursable.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the Employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any Employee who voluntarily retires or terminates employment or is terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An Employee who separates employment and who received tuition advancement and did not complete a class or classes within 1 year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Advancement Agreement. Employees who retire on a Disability or Industrial Disability Retirement or are laid off shall not be required to refund tuition fees under this provision.

The City reserves the right to investigate any school and approve or disapprove it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training, or degree programs determined by the City Manager to be non-job related.

SECTION 12. UNIFORMS

At the beginning of the fiscal year, Employees in the classification of Police Chief, Police Captain, and Police Lieutenant shall receive \$750 for the purchase of safety equipment. \$647 shall be reported to CalPERS as special compensation for Uniform Allowance. This amount shall be prorated if hired or promoted after the start of the fiscal year.

At the beginning of the fiscal year, Employees in the classification of Fire Chief, Deputy Fire Chief, and Battalion Chief shall have a uniform allowance of \$655 reported annually to CalPERS as special compensation. This amount shall be prorated if hired or promoted after the start of the fiscal year.

For the duration of the Resolution, uniforms shall be provided to those Management Employees currently receiving uniforms under the same conditions specified in their respective Department Policies. The City shall continue to report an amount up to \$170.56 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law.

"New Members" as defined under the Public Employee's Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

SECTION 13. AUTO ALLOWANCE

Subject to the City Manager's sole discretion, Executive Management Employees may receive either a City provided vehicle or an auto allowance of up to \$350 per month, depending on duties and requirements of the position. Any benefits provided under this section are considered taxable per IRS Code. See IRS Publication 463, Travel, Entertainment, Gift, and Car Expenses for more information concerning taxation of this benefit.

SECTION 14. MILEAGE REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business and shall be paid in accordance with the prevailing IRS rate. Prior approval must be obtained from the immediate supervisor or Department Director. If travel is required frequently during a month, reimbursement shall be made once per month. Completed mileage forms shall be submitted to the Department Director consistent with the applicable administrative policy. Except as expressly authorized by the City Manager, Employees receiving an Auto Allowance described in Section 13 will not qualify for mileage reimbursements described herein.

SECTION 15. BENEFIT ALLOWANCE FOR HEALTH, DENTAL, AND VISION

A. EMPLOYEES HIRED BEFORE JULY 1, 2021

The City provides City Council, Executive, Management and Confidential Employees, as well as Law Enforcement Recruits the Section 125 Cafeteria Plan contributions as follows:

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees' Medical and Hospital Care Act ("**PEMCHA Minimum**") per month per Employee for health insurance. The PEMHCA minimum is included in the monthly benefit allowance.
2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
3. Vision Insurance: The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

4. Optional Benefits: Subject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee's benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

Health/Dental/Vision Benefit Allowance (per month)

City Council & Miscellaneous Executive Management	\$1,504.00
Public Safety Executive Management	\$1,548.50
Public Safety Management	\$1,445.50
Miscellaneous Management	\$1,402.00
Unrepresented Confidential Employees	\$1,072.00
Law Enforcement Recruits	\$ 620.00

- a. If the City's contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash as taxable income.
 - i. Those employees who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021, and then reduced to an amount that will allow the City-wide Total Medical Plan Payment to be less than 20%. The amount of the reduction will not be greater than 19.51% of the amount received as of July 1, 2021. This amount will result in the employee's new capped cash-in-lieu for the term of this resolution.
- b. Those employees who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu cap based on their elected reduced amount, and will forfeit their previous cash-in-lieu cap.
- c. Employees who do not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible for cash-in-lieu.
- d. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- e. The Employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to

the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

- f. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and/or adoption certificates.

5. Circumstances Under Which An Employee Hired Before 7/1/2021, Can Receive Cash in Lieu of City Coverage:

An employee is required to carry one of the City's designated medical plans unless they opt out. An employee hired before 7/1/2021 may receive cash-in-lieu subject to the provisions in this section for opting out of the City's designated medical plans during the annual open enrollment period by signing a written waiver each year, that attests that the employee and each member of the employee's Tax Family (i.e. all individuals for whom the employee expects to claim a personal exemption deduction for the upcoming tax year) each has alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California) for the upcoming tax year. If the employee provides the executed written waiver and documentation confirming that they are enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in this section to be taken as taxable income.

B. EMPLOYEES HIRED ON OR AFTER JULY 2, 2021

The City provides City Council, Executive, Management and Confidential Employees, as well as Law Enforcement Recruits and Firefighter Recruits the Section 125 Cafeteria Plan contributions as follows:

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees' Medical and Hospital Care Act ("**PEMCHA Minimum**") per month per Employee for health insurance. The PEMHCA minimum is included in the monthly benefit allowance.
2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
3. The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

4. Optional Benefits: Subject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee's benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

Health/Dental/Vision Benefit Allowance (per month)

City Council & Miscellaneous Executive Management	\$1,504.00
Public Safety Executive Management	\$1,548.50
Public Safety Management	\$1,445.50
Miscellaneous Management	\$1,402.00
Unrepresented Confidential Employees	\$1,072.00
Law Enforcement Recruits <u>and Firefighter Recruits</u>	\$ 620.00

- a. If the City's contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage. No amount shall be given in cash as taxable income.
- b. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.

SECTION 16. LIFE INSURANCE

The City shall provide the City Council with Group Term Life and Accidental Death and Dismemberment (AD&D) insurance in the amount of \$35,000.

Executive and Management Employees shall be provided Group Term Life and AD&D insurance equal to their annual salary rounded to the nearest (next highest) one thousand dollars, plus an additional \$25,000 Term Life and AD&D policy.

The City shall provide Confidential and Unrepresented Employees with Group Term Life and AD&D insurance in the amount of \$25,000.

An optional Employee-paid Group Term Life insurance policy shall be offered to all full-time Executive, Management, Confidential, and Unrepresented Employees.

SECTION 17. LONG TERM DISABILITY INSURANCE

The City shall provide Executive, Management, and Confidential Employees with Group Long Term Disability (LTD) Insurance.

An optional Employee-paid Group LTD “buy-up benefit” shall also be offered to Executive, Management, and Confidential Employees.

Executive and Management Employees will receive 0.5% of their annual salary that may be used to buy additional LTD insurance from the City’s provider to achieve up to \$10,000 per month maximum benefits coverage. If the Employee does not desire additional LTD insurance or there is a portion of the 0.5% remaining, the Employee may apply part of or all of this 0.5% of annual salary benefit to the Employee’s deferred compensation account with the City’s deferred compensation program or take this amount as additional compensation.

SECTION 18. RETIREE HEALTH INSURANCE

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

Program Description

For Employees hired before July 1, 2011 and retiring from the City on or after January 1, 2012 (“Tier II Retirees”), the City will provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier II Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., One-Party or Two-Party) as shown in the chart below.

Premium Payment

The total Premium Payment shall be payable in the following form: (1) Public Employees' Medical and Hospital Care Act (“PEMHCA”) Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to the difference between the cost of the plan in which the Tier II Retiree enrolls, subject to the caps below, and the PEMHCA Minimum contribution (“**Reimbursement**”). If a retiree enrolls in a more expensive plan, they will be responsible for payment of any premium in excess of the capped amount.

	Tier II Non-Public Safety Classifications	Tier II Public Safety Executive and Management
One-Party (Retiree Only)	\$ 505.63*	\$ 605.63*
Two-Party (Retiree + Spouse)	\$ 1,011.26*	\$ 1,111.26*

** These amounts include the PEMHCA Minimum. The PEMHCA Minimum is paid directly to CalPERS, not to the eligible retiree.*

As specified below, the Reimbursement shall cease for the Tier II Retiree upon eligibility for Medicare coverage, and the Reimbursement shall cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Eligibility Requirements

Tier II Retirees must be "eligible retirees" in order to receive the benefits described in this subsection. Eligible retirees must meet the following requirements:

1. **Executive Management Employees** who retire from the City on a service, disability, or industrial disability retirement must have a minimum of 15 years of public service, of which at least 5 continuous years of service are with the City of Arcadia.
2. **Management and Confidential Employees** who retire on a service, disability, or industrial disability retirement must have a minimum of 1,000 hours of accumulated sick leave at the date of retirement, except for Fire Safety Management Employees, who shall have a minimum of 1,500 hours.

A Management or Confidential Employee who has fewer than the required accumulated sick leave at the date of retirement may become eligible for the retiree health benefit by paying the City an amount equal to the Employee's daily pay rate at the time of retirement times the number of hours needed to meet the 1,000 or 1,500 hours of accumulated sick leave requirement with the following restrictions:

- i. The Employee must have reached age 55 (50 for Fire Safety Management). This requirement is not applicable if the Employee is retiring due to disability or industrial disability retirement; and
- ii. The Employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
- iii. The Employee would be limited to purchasing a maximum of 350 hours of sick leave (525 hours for Fire Safety Management) provided, however, upon verification of information from a qualified medical provider that an Employee has substantially depleted the Employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the Employee or a family dependent living in the Employee's household, this purchase limitation of 350 hours will be excused.

3. **All retirees**, and if applicable, the retiree's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City's Premium Payment. However, in the event a retiree or spouse is eligible for CalPERS retiree medical but is unable to secure such coverage because there are no CalPERS plans available in their place of residence, the retiree may receive the City's Reimbursement, provided the retiree submits sufficient proof to the City that they have obtained alternative coverage and have made the necessary premium payments. The retiree shall also notify the City immediately if such alternative coverage is cancelled or otherwise ceases. The retiree shall solely be responsible for obtaining and maintaining such alternative coverage.
4. **Termination of Eligibility:** An eligible retiree shall cease to be eligible for the City's Reimbursement upon becoming eligible for Medicare coverage. The retiree's spouse shall become ineligible for the City's Reimbursement upon becoming eligible for Medicare coverage or after 15 years, whichever occurs first. Accordingly, the City's Reimbursement will cease upon becoming ineligible.

B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

Tier III Retirees. For Employees hired on or after July 1, 2011, that retire from the City and who remain enrolled in a CalPERS health plan after retirement ("**Tier III Retiree**"), the City will pay no more than the PEMHCA Minimum contribution, payable directly to CalPERS. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

SECTION 19. PHYSICAL EXAMINATIONS – MANAGEMENT

Miscellaneous Executive and Management Employees have the option to receive a biannual comprehensive physical medical examination at no cost to the Employee. Public Safety Executive Management and Management Employees have the option to receive the physical annually, at no cost to the Employee. The City shall establish the terms and conditions of the physical examination.

SECTION 20. LEAVES OF ABSENCE

A. MISCELLANEOUS LEAVES OF ABSENCE

Upon the written request of an Employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant leaves of absence with or without pay, subject to the following restrictions:

1. Length. Leave of absence with or without pay may be granted for a period not to exceed 1 year with the exception that military leaves may be granted for the

duration of a war or national emergency or as required by the Military and Veteran's Code.

2. Reason. A leave of absence may be granted, provided the Employee meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of their service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return. The granting of a leave of absence without pay confers upon the Employee the right to return to their classification before or at the expiration of their leave of absence. Therefore, a leave of absence shall be granted only to an Employee who intends to return to their classification with the City. An Employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.
4. Service Record. A request for leave of absence will not be considered unless the Employee presenting the request has a satisfactory service record.
5. An Employee granted a leave of absence may be required by the appointing power or the City Manager to obtain and present a fitness for duty certification from a health care provider that the Employee is able to resume work. Failure to provide such certification will result in denial of restoration.
6. The granting of a leave of absence of 30 days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than 30 days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.
7. The City shall continue to provide health, dental, life, and disability insurance for an Employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the Employee who wishes to continue any insurance coverage beyond the 30 calendar days to notify Human Resources of their intent to continue coverage and remit the full monthly premium for any coverage to the Administrative Services Department. However, if an Employee has accrued leaves and uses a minimum of 40 hours of leave per pay period, the City will continue normal health insurance contributions. The aforementioned leaves must be permissible with the specific use requirements of such leave.

B. FAMILY AND MEDICAL LEAVES

Upon the written request of an Employee, the City shall grant any and all Family Care and Medical Leaves as required by law.

SECTION 21. VACATION ACCRUAL RATE

A. MISCELLANEOUS EXECUTIVE MANAGEMENT

Miscellaneous Executive Management Employees, with the exception of temporary appointments, shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	4.616
Beginning of the 5 th year through completion of the 9 th year:	5.231
Beginning of the 10 th year and beyond:	6.154

Additionally, Miscellaneous Executive Management Employees shall accumulate vacation at the rate of 6.154 hours per pay period after they have served 20 years in paid public service with all public agencies including at the City of Arcadia and any other public service organization where they were employed, subject to the written approval of the City Manager.

~~G.~~ B. SAFETY EXECUTIVE AND POLICE MANAGEMENT AND DEPUTY FIRE

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CHIEF

Safety Executive Management Employees, and Employees in the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief, with the exception of temporary appointments, shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 9 th year:	4.616
Beginning of the 10 th year through completion of the 14 th year:	6.770
Beginning of the 15 th year and beyond:	7.692

Additionally, upon hire, Safety Executive Management Employees with 20 years of paid public service with any public agencies including the City of Arcadia and any other public service organization, shall accumulate vacation at the rate of 7.692 hours per pay period, subject to the written approval of the City Manager.

D.C. MISCELLANEOUS MANAGEMENT & UNREPRESENTED CONF.

EMPLOYEES

Miscellaneous Management and Confidential Employees, with the exception of temporary appointments, shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	3.077
Beginning of the 5 th year through completion of the 9 th year:	4.616
Beginning of the 10 th year through completion of the 14 th year:	5.231
Beginning of the 15 th year and beyond:	6.154

D. BATTALION CHIEFS

Battalion Chiefs in the Fire Department on a 24-hour shift shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 9 th year:	6.924
Beginning of the 10 th year through completion of the 14 th year:	10.154
Beginning of the 15 th year and beyond:	11.076

~~A.~~ E. Law Enforcement Recruits and Firefighter Recruits shall not accrue vacation leave.

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~~B.~~ F. The City Manager may approve a higher vacation accrual rate based on total public agency work experience for new hires covered by this resolution.

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SECTION 22. VACATION LEAVE

A. **Required Use:** Executive and Management Employees shall take a minimum of 50% of their vacation days earned during the calendar year prior to the end of that calendar year.

- B. **Accrual Cap:** The remaining 50% of an Employee's vacation accrual shall be allowed to accumulate as shown below. Once an Employee has accumulated the maximum amount, no more vacation will be accrued by the Employee until the Employee's accrual has been reduced below the maximum amount.

Employee Class	Accrual Cap (Maximum)
Executive Management Employees, and the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief	500 hours
All Other Management Employees and Confidential Employees	0-4 years of service: 400 hours 5-9 years of service: 400 hours 10-14 years of service: 500 hours 15+ years of service: 500 hours

When through work circumstances and needs of the job, an Employee has been unable to utilize vacation time and this has not been a pattern or practice for that Employee, the City Manager for good cause may approve excess accumulated vacation carried forward into the next fiscal/calendar year.

- C. **Sell Back:** Employees may sell back vacation time each calendar year at the hourly rate earned at the time the Employee opts to sell the time back subject to the following limitations:

Employee Class	Sell Back Hours Per Calendar Year
Miscellaneous Executive Management Employees	Up to 120
Safety Executive Management Employees	Up to 140
Miscellaneous Management Employees	Up to 80
Police Safety Management Employees	Up to 100
Deputy Fire Chief	Up to 100
Fire Battalion Chief (40-hour workweek)	Up to 100
Fire Battalion Chief (56-hour workweek)	Up to 150
Confidential Employees	Up to the amount of vacation used, by the date of request, not to exceed 80 hours.

SECTION 23. SICK LEAVE FOR EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL EMPLOYEES

- A. Executive, Management, and Confidential Employees, with the exception of temporary appointments, assigned to a 40-hour workweek, shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours. Management Employees assigned to a 56-hour workweek, with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 144 hours.
- B. Paid sick leave will carry over each year of employment. Executive and Management Employees shall be allowed unlimited accumulation of sick leave. Confidential Employees may accumulate up to a maximum of 1,500 hours.
- C. Except as provided hereinafter, sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to one of the following:
- i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
 - ii. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian, or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent
 - iii. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of

employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

- E. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section c. an employee may use up to one-half of their annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step-parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
- F. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their Department Director within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
- G. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- H. If an employee separates from employment with the City and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

Management Employees assigned to a 40-hour workweek

0 to 29 hours:	No accrual
30 to 59 hours:	1 hour
60 to 80 hours:	3.693 hours

Management Employees assigned to a 56-hour workweek

0 to 24 hours:	No accrual
25 to 55 hours:	2 hours
56 and above:	5.54 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits, as may be permitted under applicable retirement system laws and regulations.

- J. Upon appointment, the City Manager may grant Department Directors a bank of sick leave, not to exceed 96 hours. This bank will be pro-rated for newly appointed Department Directors using five years as the maximum employment period and using 20% for each full year of employment. For example, a newly appointed Department Director that has been employed by the City for two years would be eligible for 40% of the 96 hours (rounded up to the next whole number).

SECTION 24. BEREAVEMENT LEAVE

At the time of death, or where death appears imminent, in the immediate family, an Employee, with the exception of temporary appointments, may be granted a leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse, the Employee or Employee's spouse's mother or stepmother, father or stepfather, brother or sister, child or stepchild, grandparents, grandchildren, domestic partner, or any relative of the Employee or Employee's spouse residing in the same household. Such leave, up to 4 working days at one time [or 6 working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo, and Ventura], shall not be charged against sick or other leave. If more than the maximum days of Bereavement Leave provided in this Section is granted at one time, that amount over the limit shall be charged against sick or other leave. For Employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift.

SECTION 25. MANAGEMENT LEAVE

Executive and Management Employees shall be provided between 0 and 80 hours of Management Leave per fiscal year on a pro-rata basis as determined by the City Manager. This determination shall be based upon work circumstances, needs of the position, and frequency of required attendance at after-hour meetings and conferences. Such leave time is not accumulative, nor will compensation be paid in lieu thereof under any circumstances. When through work circumstances and needs of the job, an Employee has been unable to utilize Management Leave and this has not been a pattern or practice for that Employee, the City Manager, for good cause, may approve excess accumulated Management Leave carried forward in the next fiscal year.

SECTION 26. WORKERS' COMPENSATION

In those instances where an Executive, Management, or Confidential Employee is injured on duty and the injury is so recognized by the Workers' Compensation Act, the City of Arcadia, or the Workers' Compensation Appeal Board, such Employee shall be paid a combination of Workers' Compensation benefits and salary which will result in payment to the Employee of a sum equal to gross base salary. This sum will be paid for such time as the Employee is absent from duty because of such injury up to a maximum of one year for Executive and Management and 10 months for Confidential Employees from and after the date of such injury. Lost time due to an injury on duty shall not be charged against an Employee's accumulated sick leave.

SECTION 27. JURY LEAVE

When an Employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay for up to 10 days per year. All days in excess of 10 days will not be compensated. The Employee shall remit to the City all fees received except mileage. For Employees assigned to an alternate workweek, pay for jury duty shall not be provided on regularly scheduled days off. The Employee shall be entitled to keep the fee paid for scheduled days off. Employees on Jury Service shall provide documentation that verifies attendance. If, after reporting for Jury Service, it is determined that the Employee's services are not required and the Employee is dismissed for the day, then the Employee, time permitting, is required to return to the job. Employees who cannot verify Jury Service attendance and Employees who do not return to work shall be subject to disciplinary action.

SECTION 28. COURT WITNESS LEAVE

An Employee who is subpoenaed or required to appear in court as a witness shall be deemed to be on leave of absence. With approval of the appointing power and City Manager, an Employee may be granted leave with pay during their required absence. The Employee shall remit to the City fees received except mileage. A paid leave of absence shall not be granted for time spent in Court on personal cases.

SECTION 29. MILITARY LEAVE

Any employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia is entitled to a temporary military leave of absence as provided by applicable Federal Law and California State Law.

SECTION 30. LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY

- A. Upon verification of information from a medical authority that an Employee or an Employee's family dependent living within their household, or the Employee's minor child, has been stricken by a serious/catastrophic illness or injury, and upon verification that the Employee is in danger of having their accumulated paid leave time depleted, an Employee may request, and the appointing power and City

Manager may determine that an Employee is eligible to receive donations of accumulated vacation/compensatory time.

- B. Upon determination that an Employee is eligible, a notice shall be distributed to all Employees advising that accumulated vacation leave or compensatory time hours may be donated to the eligible Employee.
- C. The minimum number of hours that may be donated by an Employee is 1 hour. The maximum donation by the Employee is 80 hours. Only full-hour increments of leave time are transferable. Donation of time is limited to accrued vacation or compensatory time, and does not include accrued sick leave, holidays, or any other accumulated leave.
- D. The Employee to whom the vacation/compensatory time is donated will be credited at the salary rate of the recipient, not the donor. Donated hours shall be converted to the dollar rate of the donor then transferred to hours at the recipient's rate.
- E. The donation of leave hours is irreversible. However, should the person receiving the donation not use all donated leave for the catastrophic illness/injury, the donor will not be charged for any unused hours.
- F. An Employee may not donate leave hours which would reduce their own total accrued leave balance of vacation, compensatory time, sick leave, and management leave to less than 160 hours.
- G. If any Employee is caring for a family dependent living within their household, or the Employee's minor child, their time away from work on donated leave shall not exceed 12 weeks in a 12 month period. A 12 month period is defined as a rolling period measured backward from the date leave is taken and continuous with each additional leave day taken.

SECTION 31. LEAVE DEDUCTIONS

Executive, Management, and Confidential Employees shall be deducted leave time (either sick, vacation, floating holiday, or management leave as appropriate) for absences from work for periods of less than a day (a full daily shift).

SECTION 32. HOLIDAYS

Executive, Management, and Confidential Employees other than Fire Safety Management Employees shall be allowed 8 hours (unless otherwise stated) of full pay for the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	The third Monday in January
President's Day	The third Monday in February

Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Day after Thanksgiving Day	The Friday following the fourth Thursday in November
Christmas Eve	December 24 (4 hours)
Christmas Day	December 25
New Year's Eve	December 31 (4 hours)
Floating Holiday	In lieu of Admission Day
Floating Holiday	(not assigned to a specific holiday)

Every day appointed by the City Council for a public fast, thanksgiving, or holiday.

- A. Whenever New Year's Day (January 1) Independence Day (July 4), Veteran's Day (November 11), or Christmas Day (December 25) falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be designated as the holiday.
- B. Floating holidays are to be scheduled by the Employee in the same manner as vacation leave and do not carry over into subsequent fiscal years. Failure to timely schedule the days off shall result in their loss.
- C. Full-time Employees in the Executive, Management, and Confidential unit employed on July 1 of the fiscal year shall conditionally accrue 8 hours of floating holiday for the aforementioned Holidays. If the Employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is designated (Admission Day), said floating holiday leave shall be repaid to the City through payroll deduction or deducted from the Employee's vacation leave bank. Employees hired after the beginning of the fiscal year shall accrue floating holidays only if the Employee is employed before the date on which the floating holiday is based (Admission Day). As an example, an Employee hired on July 15, would receive a floating holiday for Admission Day for that fiscal year. However, if that same Employee was hired on March 15, the Employee would not receive any floating holiday benefit for that fiscal year.
- D. A non-exempt Employee required to work or attend a class or function on any holiday allowed by this Section shall be paid for the holiday, and in addition, shall be compensated in accordance with the Fair Labor Standards Act (FLSA) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence shall be added to the number of working days' leave of absence to which such Employee is entitled.

- E. Executive Management, and Confidential Employees assigned to an alternate workweek may use accrued vacation time, accrued compensatory time, floating holiday time, or unpaid leave to make up the difference between the provided hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday.
- F. Executive, Management, and Confidential Employees who are assigned to an alternate work schedule shall receive 1 extra hour of holiday for any holiday that falls on a scheduled workday of 9 hours or more. For example, if a holiday falls on a day that an Employee is scheduled to work 9 hours, the Employee shall receive 9 hours of holiday pay.
- G. Management Employees assigned to the Fire Department and working a 56-hour workweek shall be limited to allow the following 12 hour holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Admission Day
President's Day	Columbus Day
Cesar Chavez Day	Thanksgiving Day
Independence Day	The Day After Thanksgiving
Labor Day	Christmas

In lieu of time off, the position of Battalion Chief working a 56-hour workweek shall receive 144 hours of regular rate of pay.

- H. The positions of Police Captain and Police Lieutenant have the option of receiving up to 25 hours of floating holiday pay in cash in lieu of taking the time off.

SECTION 33. SEVERANCE PAY

- A. An Employee, with the exception of temporary appointments and Department Directors, whose position is abolished or vacated by a reduction in workload or lack of funds and has at least 1 year of consecutive full-time service with the City shall receive, upon termination, severance pay. Severance pay shall be a lump sum payment equal to 1/5th of an Employee's previous month's salary times the number of years of consecutive service, not to exceed 10 years of service. Additionally, the City shall: 1) contract with a mental health carrier to provide transitional counseling services to affected Employees for up to 3 months; and 2) contract with a displacement service provider to provide professional guidance and assistance for the laid off Employee in their employment search for up to 3 months. The displaced Employee shall also receive one full month of paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff.

- B. A Department Director whose position is abolished or vacated by a reduction in workload or lack of funds, or who is involuntarily removed from their position and has at least 1 year of consecutive full-time service with the City may receive, upon termination, severance pay. Severance pay as authorized by the City Manager, shall be a lump sum payment, and can be any amount up to 6 months' salary. The displaced Employee shall also receive paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff or termination. The amount of paid health insurance coverage shall be equal to the length of the severance pay that was granted under this paragraph. At the discretion of the City Council, the severance pay and continuation of health benefits may be increased for an additional period of time.

SECTION 34. WORKDAY SCHEDULES

A workday shall be defined as an 8-hour period for all City Employees, with the exception that Fire Employees assigned to 24-hour shift; a day means a 12-hour period. A workday may be defined differently if an Employee is assigned to an alternative work schedule. An Employee who changes between an 8-hour and a 12-hour day shall have leave hours recalculated on the basis of the number of hours worked.

SECTION 35. Y-RATING – MANAGEMENT EMPLOYEES

Y-Rating occurs when a position is reclassified to a lower salary range and where an incumbent Employee continues to hold their current salary until the "Y-rating" process brings the Employee's salary to the top step of the new salary range for that position. Y-rating shall not be permissible for Executive Management Employees.

If a Y-Rated salary of an Employee is greater than 7.5% than the top step of a newly established salary range, then the Y-Rated salary shall be reduced by up to 5% the first pay period in January, and up to 5% the first pay period in July, until the range of the Y-Rated salary is equal to or less than the top step of the new salary range.

SECTION 36. SICK LEAVE FOR PART TIME UNREPRESENTED EMPLOYEES, INCLUDING LAW ENFORCEMENT RECRUITS

- A. Part-Time Unrepresented Employees, including Law Enforcement Recruits and Firefighter Recruits, shall accrue sick leave beginning with the first full pay period of employment on the basis of 1 hour for every 30 hours worked. The maximum accrual per year is 48 hours.

Paid sick leave will carry over each year of employment however an employee may only accumulate up to a maximum of 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled workday, of sick leave with pay.

- B. If an employee separates from employment and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the

employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.

- C. A waiting period of 90 days is required before an employee may be eligible to use paid sick leave. An employee who is rehired within one year from their date of separation, and who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90-day qualifying period to be able to use accrued sick leave with pay.
- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

- E. Sick leave means paid authorized absence from duty of an Employee who is temporarily disabled and unable to work due to one of the following:
 - i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
 - ii. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian, or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent
 - iii. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

- F. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section d. an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step-parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
- G. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their supervisor within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
- H. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

0 to 29 hours:	No accrual
30 to 59 hours:	1 hour
60 to 80 hours:	2 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment.

SECTION 37. FRINGE BENEFITS – ELIGIBILITY

The City Council, Executive, Management, Confidential Employees, and Unrepresented benefitted Employees, as defined in Section 2 (including only those Employees who at minimum receive CalPERS Retirement Benefits and Health Insurance contributions) not represented by a recognized Employee organization, with the exception of temporary appointments, shall be entitled to receive the benefits provided by the City of Arcadia as specified in the Resolution adopting said benefits.

Part-Time Unrepresented Employees as defined in Section 2 shall be entitled to receive the sick leave benefits as provided in Section 36.

SECTION 38. AMENDMENTS

Any modifications or amendments to the terms of this Resolution shall be implemented by a City Council approved Resolution directing inclusion of the modification or amendment as part of this Resolution.

SECTION 39. CERTIFICATION – ADOPTION OF RESOLUTION

The City Clerk shall certify to the adoption of Resolution No.7383. Passed, approved and adopted this 5th day of October 2021.

Attachment No. 2

RESOLUTION NO. 7586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING RESOLUTION NO. 7537 APPROVING WAGE ADJUSTMENTS FOR UNREPRESENTED, NON-BENEFITED PART-TIME EMPLOYEES IN ACCORDANCE WITH CALIFORNIA'S MINIMUM WAGE INCREASE EFFECTIVE JANUARY 1, 2024

WHEREAS, in April 2016, the Governor signed Senate Bill 3 ("SB 3"), incrementally increasing California's minimum wage over six years and subsequently assess the need for annual cost of living increases to the minimum wage, as determined by the California Department of Finance. The California Department of Finance has determined that a cost of living adjustment is needed to increase the minimum wage to \$16.00 per hour, effective January 1, 2024, and.

WHEREAS, Government Code Section 20636, Title 2 of California Code of Regulations Section 570.5, and the California Public Employees' Retirement System ("CalPERS") require wage schedules to be adopted publicly by the Governing Body

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

SECTION 1. Effective July 16, 2024, Resolution No. 7537 is amended by adding the position of Firefighter Recruit/Firefighter Recruit (Pre-Service) as a part-time unrepresented position as set forth in the attached Exhibit "B".

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

Passed, approved and adopted this 16th day of July, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael J. Maurer

Exhibit "B"

Proposed Salary Schedule
with **NEW** Firefighter Recruit/Firefighter Recruit (Pre-Service) Job Classification

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

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

Communications & Marketing Specialist I	\$28.49	\$29.22	\$29.94	\$30.70	\$31.45
Communications & Marketing Specialist II	\$33.04	\$33.87	\$34.72	\$35.59	\$36.48

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

Addition of Firefighter Recruit effective as of 07/16/2024

Attachment No. 3

CITY OF ARCADIA FIREFIGHTER RECRUIT/ FIREFIGHTER RECRUIT (PRE-SERVICE)

DEFINITION

The Firefighter Recruit and Firefighter Recruit (Pre-Service) are non-safety trainee classifications, designed specifically for the purpose of employing Firefighter candidates in a non-safety, non-sworn status during the period of enrollment or following the period of graduation from a California State Fire Marshal accredited Firefighter 1 Academy. Under general supervision, incumbents assigned to this trainee position will learn to perform duties focused in the area of suppression of various types of fires, responding to alarms and emergencies, performance of routine fire prevention activities, and other related duties.

DISTINGUISHING CHARACTERISTICS

Firefighter Recruit

The Firefighter Recruit is a non-sworn, part-time classification designed for an individual who has not attended an accredited fire academy. On occasion, a Firefighter Recruit may be assigned to non-sworn fire work while awaiting assignment to an academy class. Upon successful completion of the City-sponsored fire academy, the completion of all required background components, a provisional field training period with the Arcadia Fire Department, and with approval of the Fire Chief, a Firefighter Recruit will be eligible to be sworn in as a full-time probationary Firefighter.

Firefighter Recruit (Pre-Service)

The Firefighter Recruit (Pre-Service) is a non-sworn, part-time classification designed for an individual who has successfully completed an accredited fire academy, all required background components, as well as a provisional field training period with the Arcadia Fire Department, at which point, with approval of the Fire Chief, a Firefighter Recruit (Pre-Service) will be eligible to be sworn in as a full-time probationary Firefighter.

SUPERVISION EXERCISED

Firefighter Recruit

Exercises no supervision.

Firefighter Recruit (Pre-Service)

Exercises no supervision.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Attends an accredited fire academy designed to learn the knowledge, skills, and abilities necessary to:

Perform a full range of fire safety activities including the safe and efficient utilization of fire hose, ladders/extensions, and operation of related equipment and fire-suppression apparatus.

Respond to alarms and assist in structural, commercial, industrial, watershed, chemical, petroleum, electrical, and wildland fire suppression activities.

Safe operation of the jaws of life while performing auto extrication; conduct and carry out search, rescue, and evacuation activities.

OTHER JOB-RELATED DUTIES

On occasion, a Firefighter Recruit may be assigned to non-sworn fire work while awaiting assignment to an academy class including paramedic school.

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Firefighter Recruit

Knowledge of:

Safe driving principles and practices.

Skill to:

Operate basic modern office equipment.

Operate a motor vehicle safely.

Ability to:

Successfully complete a California State Fire Marshal accredited Firefighter 1 Academy.

Successfully complete a provisional field training period.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

Firefighter Recruit (Pre-Service)

Knowledge of:

Safe driving principles and practices.

Principles, practices, and procedures of modern firefighting.

Purposes, uses, and operating characteristics of a variety of apparatus, equipment, tools, devices, and vehicles used in firefighting, rescue, and medical assistance operations.

Occupational hazards and standard safety practices necessary in the area of fire prevention and suppression and victim rescue.

Pertinent Federal, State, and local laws, codes, and regulations.

Skill to:

Operate basic modern office equipment.

Operate a motor vehicle safely.

Operate a variety of firefighting and emergency response equipment safely and effectively including communications equipment.

Ability to:

Successfully complete a provisional field training period.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Qualifications:

Firefighter Recruit

Experience:

None.

Education:

Equivalent to the completion of high school.

Completion of prerequisite courses for entry to a California State Fire Marshal Accredited Firefighter 1 Academy is highly desirable.

License or Certificate:

Must possess and maintain a valid California Class C driver license.

Must possess and maintain a California EMT-B license before the date of hire.

Possession of American Heart Association First Aid and CPR.

Possession of Incident Command System (ICS) 100 and 200.

Possession of National Incident Management System (NIMS) IS 700.

Firefighter Recruit (Pre-Service)

Experience:

None.

Education:

Equivalent to the completion of high school.

Graduation from or current enrollment in a California State Fire Marshal accredited Firefighter 1 Academy.

License or Certificate:

Must possess and maintain a valid California Class C driver license.

Must possess and maintain a California EMT-B license before the date of hire.

Possession of American Heart Association First Aid and CPR.

Possession of Incident Command System (ICS) 100 and 200.

Possession of National Incident Management System (NIMS) IS 700.

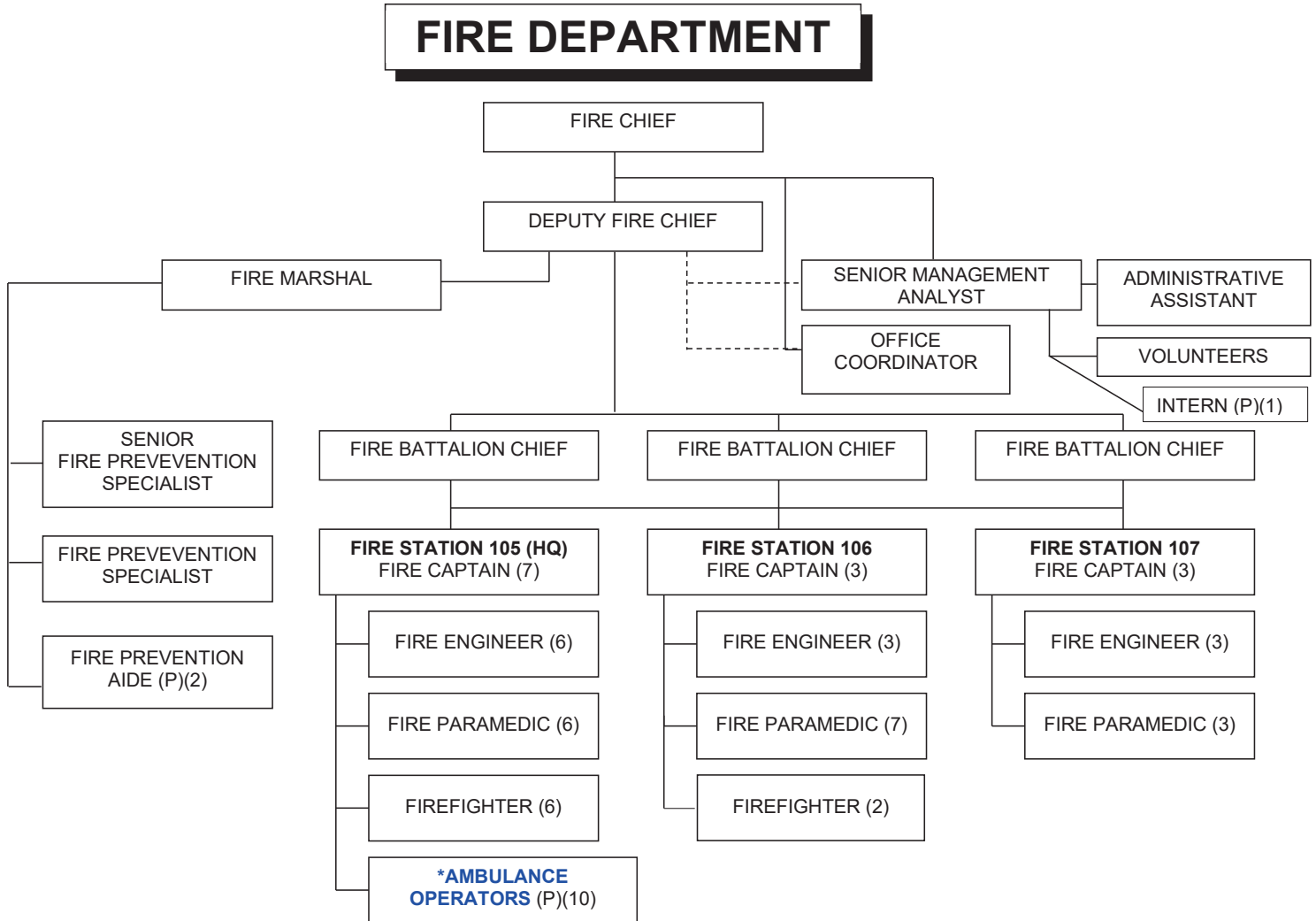
Special Requirements:

Essential duties require the following physical abilities and work environment:

Ability to sit, stand, walk, run, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 125 lbs.; exposure to cold, fire, heat, smoke, noise, outdoors, vibration, confining workspace, chemicals, communicable diseases, biohazard materials, explosive materials, mechanical hazards, and electrical hazards; ability to travel to different sites and locations.

Effective Date: July 2024

Attachment No. 4



*Upon eligibility, this position could transition to a part-time Firefighter Recruit or a Firefighter Recruit (Pre-Service) position.



STAFF REPORT

Public Works Services Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE WATER AND SEWER COST OF SERVICE STUDY IN THE AMOUNT OF \$89,977
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2024-25 Capital Improvement Program includes the Water and Sewer Cost of Service Study (“Cost Study”). The primary objective of the Cost Study is to develop and establish a rate structure for water and sewer service that would ensure financial stability to meet ongoing operational costs, capital improvement costs, and costs of purchasing imported water. The Cost Study will ensure that the City’s water and sewer rates are fair and equitable among customers, while also compliant with regulatory requirements. The Cost Study will recommend a new five-year water and sewer rate adjustment for Fiscal Years 2025-26 through 2029-30. To make sure that the City is receiving the highest quality of service and most competitive pricing for the Cost Study, the Public Works Services Department (“PWSD”) solicited a formal Request for Proposals (“RFP”).

Based on the evaluated proposals, it is recommended that the City Council authorize and direct the City Manager to execute a Professional Services Agreement with Raftelis Financial Consultants, Inc. for the Water and Sewer Cost of Service Study in the amount of \$89,977, and approve a 10% contingency.

BACKGROUND

The City provides water and sewer service to more than 56,000 residents. Utility rates fund the operations, maintenance, and capital improvements of the water and sanitary sewer systems to provide quality services to Arcadia residents and businesses. Comprehensive water and sewer rate studies are necessary to determine if water and sewer rate increases are needed to fund ongoing operations and maintenance budgets, and the Capital Improvement Program. Additionally, rate studies are also needed to

maintain an adequate Reserve Fund balance in case of a natural disaster or emergency. Comprehensive water and sewer cost of service studies not only develop rate schedules that ensure the City can continue to fund all operating and maintenance costs, but also verify that any costs associated with these utilities are defensible and comply with Proposition 218 requirements.

In February 2014, the City Council awarded a Professional Services Agreement (“PSA”) to Carollo Engineers (“Carollo”) for the preparation of the Water and Sewer Cost of Service Study. The PSA also included the development of a financial model that would determine how best to recover projected ongoing operational costs, capital improvements to water and sewer infrastructure, and costs for imported water over a five-year period. The PWSD and Carollo gathered and analyzed data on the City’s water and sanitary sewer operations, and established a seasonal tiered water rate structure that would meet the City’s primary objectives of providing revenue stability, while encouraging water use efficiency. In January 2016, the City Council adopted a seasonal tiered water rate structure and approved a five-year water and sewer rate adjustment schedule for calendar years 2016 through 2020, based on the study.

In July 2019, the City Council approved a PSA with Carollo to complete an update to the 2015 Cost Study and to recommend a new five-year water and sewer rate adjustment schedule. Based on the Cost Study Update, the City Council adopted a five-year water and sewer rate adjustment schedule for the calendar years 2021 through 2025. The PWSD annually reviews water and sewer operating budgets, revenues, expenditures, and reserve fund balances to determine whether the approved water and sewer maximum rate adjustments are necessary. The final rate adjustment will go to City Council in November 2024 to be effective for the 2025 calendar year. The City of Arcadia’s water and sewer rates continue to be among the lowest in the area and have remained so even with previously approved rate adjustments; however, the City’s water and sewer reserves have been reduced significantly in the past five years as costs have outpaced the adopted revenue structures. Specifically, the cost of replacement water has risen and water replenishment surcharges were adopted regionally that were not originally anticipated. This will need to be addressed in future rate structures.

DISCUSSION

Due to changes in water use trends, increases in costs to purchase water, and increases in capital improvement costs, a new Cost Study is necessary to ensure that future utility rates sufficiently cover operational expenditures. A Notice Inviting Proposals was published in accordance with City Council Resolution No. 7483, and Request for Proposal packages were provided to several firms that provide cost of service studies. On June 11, 2024, the City Clerk received two proposals. The proposals received were evaluated based on experience, qualifications, clarity on Arcadia’s needs, proposed approach, and cost. The results of the evaluation with each company’s ranking and proposed cost are as follows:

RANK	COMPANY	LOCATION	COST
1.	Raftelis Financial Consultants, Inc.	Los Angeles, CA	\$ 89,977
2.	Bartle Wells Associates	Berkley, CA	\$ 107,120

Staff contacted firms that received the RFP to find out why they did not submit a proposal. The responses indicated that firms did not have the ability to complete the City's Cost Study at this time due to staff constraints.

After careful review and consideration of each proposal, it was determined that Raftelis Financial Consultants, Inc. ("Raftelis") is the most qualified consultant to provide the Cost Study. Raftelis has demonstrated extensive experience in providing cost studies to local agencies such as the Cities of Pasadena, South Pasadena, El Monte, and the Valley County Water District. Additionally, Raftelis has extensive knowledge of Proposition 218 requirements, which is essential to providing a detailed and defensible Water and Sewer Rate framework. Raftelis will provide the City with a comprehensive Water and Sewer Rate Study that creates a financial plan that ensures sufficient revenues to meet operating and capital expenditures, and provides adequate financial sustainability.

City staff will work with Raftelis to develop a rate structure that best serves Arcadia's water and sewer customers, while also providing Arcadia with the revenue necessary to continue funding water and sewer operations. The water and sewer rates that are developed will comply with all applicable laws and regulations. In addition to creating a five-year water and sewer rate structure that meets the City's requirements and are equitable for the City's various customer classes, Raftelis will provide the City with a user-friendly financial model that will show how changes to Operating and Capital Improvement Program Budgets will impact rates and revenues.

City staff will present the Cost Study findings and the proposed water and sewer rates to the City Council during a study session, before taking the rates to a City Council Meeting. At which time, the City Council will authorize staff to continue with the Proposition 218 process. These actions will likely occur in the 2025 calendar year, well before any new rates would go into effect.

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 have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the Cost Study, with the cost shared by both Water and Sewer Funds. All work performed will be on a time and materials basis and the consultant will only be paid for work performed up to a not-to-exceed amount of \$89,977, plus a 10% contingency.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute a Professional Services Agreement with Raftelis Financial Consultants, Inc. for the Water and Sewer Cost of Service Study in the amount of \$89,977 and approve a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
WATER AND SEWER RATE STUDY**

This Agreement is made and entered into as of _____, 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 **Raftelis Financial Consultant, Inc.**, a **California Corporation**, with its principal place of business at **445 S. Figueroa Street, Suite 1925, Los Angeles, CA 90071** (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: **Water and Sewer Rate Study** (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 **Eighty-Nine Thousand, Nine Hundred Seventy-Seven Dollars and No Cents (\$89,977.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term.

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions, as of the time and at the location the services are provided. In providing the services hereunder,

Consultant may rely on all data and information provided by or on behalf of the City without additional investigation.

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. Consultant shall indemnify and hold the City, its officials, officers, employees and volunteers free and harmless from 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, to the extent caused by the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all actual and out-of-pocket damages and attorney's fees incurred by City. 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 to the extent caused by 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.

c. In no event shall Consultant have any obligation to indemnify City or any other indemnified person against liability for claims by a third party for failure to comply with its obligations under Article XIII D of the California Constitution (Proposition 218).

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **Request for Proposal #PWS 06-11-2024**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, written reports, Drawings and Specifications and other documents, produced or developed for the Project, in each case to the extent identified as a deliverable in the Scope of Services attached hereto as Exhibit "A" shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

19. Organization

Consultant shall assign **John Wright, CPA**, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Paul Cranmer, Public Works Services
Director

CONSULTANT:

Raftelis Financial Consultant, Inc.
445 S. Figueroa Street, Suite 1925
Los Angeles, CA 90071
Attn: John Wright, CPA, Project Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND RAFTELIS FINANCIAL CONSULTANT, INC.**

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

CITY OF ARCADIA

RAFTELIS FINANCIAL CONSULTANT, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
Michael J. Maurer
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT A

Scope of Services

The Scope of Services for the Water and Sewer Rate Study, in response to the RFP No. PWS-06-11-2024, shall include but not limited to the following and is incorporated into this Agreement herewith:

Scope of Services

Consultant shall analyze the current rate structure, utility operations, and capital needs and provide recommendations on a rate structure. In addition, the firm/consultant will provide a rate modeling program with a dashboard to be used by City staff for subsequent years.

The following criteria shall apply to each of the rate studies:

- Evaluate the existing rate structure for conformance with existing statutory regulations and make recommendations for any changes that are necessary to achieve compliance.
- Evaluate current and future cost of providing services in conformance with established or anticipated changes to standards and regulations.
- Develop an understanding of the existing rate structures and the assumptions underlying cost distribution of the various categories.
- Quantify the expected impacts that will occur with implementation of the City's capital improvement plans and master plans.
- Provide justifications for the recommended rate structures.
- Demonstrate that the costs from any proposed rate structures are equitable and defensible.
- Recommend rate structures that will be planned for at least five years and that will provide a predictable and stable revenue stream.
- Develop a rate modeling program that can forecast rates up to 30 years based on expected cost increases over time including increases in the cost of water. The modeling program should have the ability to run capital improvement project scenarios and quickly show the impact on rates.
- Reserve analysis must be a part of the model.
- The model must have a user-friendly dashboard with interactive graphics that automatically produces a suite of reports and graphs as inputs are changed.
- Provide training to staff in running scenarios that will allow staff to fully understand how the model operates and how results of various future recommendations may be proposed and illustrated.

In addition to the items described above, the following criteria will apply for the study of water and sewer rates:

Study of Water Rates

- Assess the interaction between the water conservation elements of the recommended rates and their impacts on the ability to fund water operations, as well as their impact on the economic well-being of the community.

- Evaluate how drought conditions would impact water sales, water costs and overall revenue stream and recommend a drought impact fee structure or surcharge in order to continue to fund water operations and capital projects during times of reducing water sales and potential increased water costs.
- Assess the impact on a rate structure due to drought, loss of supply, or other water shortage factors.
- Evaluate revenue and cash flow under drought scenarios.

Study of Sewer Rates

- Assess the interaction between the water conservation elements of the recommended rates and their impacts on the ability to fund sewer operations, as well as their impact on the economic well-being of the community.
- Assess the impacts from ADUs.

The City shall consider additional recommendations from the consultant.

The scope of services shall consist of working directly with City staff to establish a potential schedule of water and sewer rates that will fulfill the above-mentioned objectives. The proposed rate structures shall be based on the full cost of service and shall be sufficient to meet the short and long-term revenue requirements to maintain the water and sewer systems.

Proposed **Water and Sewer Rate Study** shall consider the following:

- Current and projected water demands and sewer connections.
- Current and future costs of purchasing water.
- Fixed and variable costs of providing water and sewer services in accordance with current and foreseeable standards and regulations.
- Supply availability (seasonal and long-term availability).
- Ability of rates to fully fund operations and maintenance costs plus capital improvements and equipment replacements.
- Review reserve policies and set rates to adequately fund reserves to react to catastrophic events.
- Recommendations to modify the rate structures in response to changing costs, customer demand patterns, and new regulations.

PROJECT ELEMENTS

The reports for the proposed water and sewer rate structures for residential single-family and multi-family customers shall include the following:

1. An assessment of the current rate structure for comparing recommended changes; and
2. An assessment of the equity of the proposed rates for all types of property ownership and/or customer classes; and
3. An assessment of the interaction between the proposed rate structure and water conservation and the impact on funding and the economic well-being of the community; and

4. A comprehensive summary of the proposed water and sewer rate structures and an assessment of the performance of the recommended structures against the current rate structure; and
5. Development of a rate calculation worksheet to be used to calculate future rates.

SERVICES TO BE PROVIDED BY THE CONSULTANT

- Conduct a review of the existing water and sewer rates and status of the overall water and sewer funds.
- Identify all necessary records, data, and statistics to be supplied by the City of Arcadia.
- Meet with City staff as needed and attend evening meetings with the City Council (study sessions, and/or public hearings) to present and discuss results of the Project.
- Conduct analysis as described in the scope of services.
- Provide water demand analysis and review of current tiered methodologies for appropriate customer classes and seasonal tiered rate structures for Single-Family, Multi-Family, and Non-Residential classifications.
- Provide a preliminary report containing sufficient background and explanation of the project goals and elements, the proposed rate structures, and an electronic rate model which can be used by the City to calculate future water and sewer rates. The electronic model should be easy to use for future rate setting.
- Provide a final report incorporating changes and recommendations of the preliminary report in a form sufficient to be used by the Public Works Services Director for presentation to the City Council.

EXHIBIT B

Schedule of Charges/Payments

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

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

The schedule of prices is attached as attachment "A" to this Exhibit "B".

Water and Sewer Rate Study	-	\$89,977.00
Total Compensation	-	\$89,977.00

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the agreement. The project timeline is attached as attachment "B" to this Exhibit "B".

DRAFT

EXHIBIT C

Activity Schedule

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

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

DRAFT



STAFF REPORT

Police Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EXECUTIVE INFORMATION SERVICES, INC. FOR PS.NET PUBLIC SAFETY SOFTWARE SYSTEM SUPPORT SERVICES IN THE AMOUNT OF \$44,812

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City has a Professional Services Agreement (“Agreement”) with Executive Information Services, Inc. (“EIS”) for support of the PS.NET Public Safety System, which will expire on June 30, 2024. PS.NET is the backbone of the dispatch and records systems used for Police Department operations. It is recommended that the City Council approve an amendment to the Professional Services Agreement with EIS in the amount of \$44,812, to extend services for an additional year.

DISCUSSION

Since 2003, the City has maintained an Agreement with EIS for public safety software system support services. EIS has the proprietary rights/ownership to the law enforcement software programs used by the Arcadia Police Department (the “Department”). The software programs include Law Records Management; Computer Assisted Dispatch (“CAD”); Report Writing; Mobile Digital Communications; Los Angeles County Interface; and a Customer Service Portal for submitting crime reports online. All these software programs are used to conduct the Department’s daily operations.

EIS has communicated that there will be an increase of 12.5% from Fiscal Year 2023-24 to address inflationary pressures; therefore, the total cost for Fiscal Year 2024-25 is \$44,812. Over the years, EIS has maintained a good relationship with the Department and has been accommodating to the Department’s needs and requirements. Therefore, it is recommended that the City Council extend the Agreement with EIS for one year.

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

For the term of the Agreement, the fee for public safety software system support services will be \$44,812. The new amount has been budgeted in the City’s Fiscal Year 2024-25 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 an amendment to the Professional Services Agreement with Executive Information Services, Inc. for PS.NET Public Safety Software System Support Services in the amount of \$44,812.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 21 to the Professional Services Agreement

**AMENDMENT NO. 21 TO THE PROFESSIONAL SERVICES
AGREEMENT FOR PSNET PUBLIC SAFETY SYSTEM PROJECT WITH EXECUTIVE
INFORMATION SERVICES, INC.**

This Amendment No. 21 (“Amendment No. 21”) 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 Executive Information Services, a Nevada Corporation, with respect to that certain Professional Services Agreement between the Parties dated July 13, 2004 (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. 20 on the date set forth below.

CITY OF ARCADIA

**EXECUTIVE INFORMATION SERVICES,
INC.**

Dominic Lazzaretto
City Manager

David Hieb
Vice President, Client Services

Date: _____

Date: _____

ATTEST:

City Clerk

Justin Davis
Senior Vice President Operations

APPROVED AS TO FORM:

CONCUR

Michael J. Maurer
City Attorney

Roy Nakamura
Chief of Police

Exhibit “C”

COMPENSATION

The Agreement is amended to provide that the total compensation for the Extend Term from July 1, 2024, through June 30, 2025, shall not exceed forty four thousand, eight hundred twelve dollars and zero cents (\$44,812).



STAFF REPORT

Public Works Services Department

DATE: July 16, 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 DOMINGUEZ GENERAL ENGINEERING, INC. FOR THE WATER MAIN REPLACEMENT PROJECT IN THE AMOUNT OF \$323,450
CEQA: Exempt
Recommendation: Approve

SUMMARY

The City of Arcadia's Water Main Replacement Program is designed to replace aged and deteriorating water mains throughout the City's water distribution system. The Water Main Replacement Project identified as part of the Fiscal Year 2023-24 Capital Improvement Program ("CIP"), includes the replacement of the 6-inch water main along Camino Real Avenue between Tenth Avenue and Loganrita Avenue. To ensure the City is receiving the most competitive prices and quality service for this work, a formal bidding process was conducted; Dominguez General Engineering, 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 Dominguez General Engineering, Inc. for the Water Main Replacement Project in the amount of \$323,450, and approve a 10% construction contingency.

BACKGROUND

The 6-inch steel water main along Camino Real Avenue between Tenth Avenue and Loganrita Avenue was installed in 1954. A copy of the Project Location Map is shown on Exhibit "A". In recent years, Public Works Services maintenance crews have made several emergency repairs to this water main, primarily due to the age and material of the pipe. Cast iron was a common pipe material used for municipal water mains due to its strength and corrosion resistance. Unfortunately, as cast iron ages, it becomes brittle and susceptible to leaks, limiting its durability and reliability. Pressure fluctuations combined with minor geological movement and settlement can cause cast iron pipes to break.

The proposed project will replace the existing 6-inch cast iron water main with a 10-inch ductile iron water main. This replacement and change in materials will result in improved reliability of the City's water distribution system. Ductile iron, which replaced cast-iron as the industry standard for water pipes, has the corrosion resistance and strength characteristics of cast iron, but can tolerate movement or deflection without breaking.

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 June 11, 2024, the City Clerk received five sealed bids with the following results:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Dominguez General Engineering, Inc.	Pomona	\$ 323,450
GRBCON Incorporated	Baldwin Park	\$ 396,986
CEM Construction Corporation	Montebello	\$ 397,805
Palp, Inc. dba Excel Paving	Long Beach	\$ 432,740
Minako America Corporation, dba Minco Construction	Gardena	\$ 946,250

Bid documents were reviewed for content and the contractor's background and recent projects were also investigated. Based on the review, it has been determined that Dominguez General Engineering, Inc. is the lowest responsive bidder for this work. Dominguez General Engineering, Inc. has successfully completed other projects for the City of Arcadia, and has also completed similar projects for the cities of Glendora, Torrance, and Fullerton.

ENVIRONMENTAL ANALYSIS

This project involves the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

Funds in the amount of \$520,000 have been budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the Water Main Replacement Project. The total cost for this Project is \$323,450. A 10% construction contingency would bring the total cost to \$355,795, which is within the adopted budget.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Contract with Dominguez General Engineering, Inc. for the Water Main Replacement Project in the amount of \$323,450, and approve a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Exhibit "A" - Project Location Map
Proposed Contract

Water Main Replacement Project Project No.: 65720524

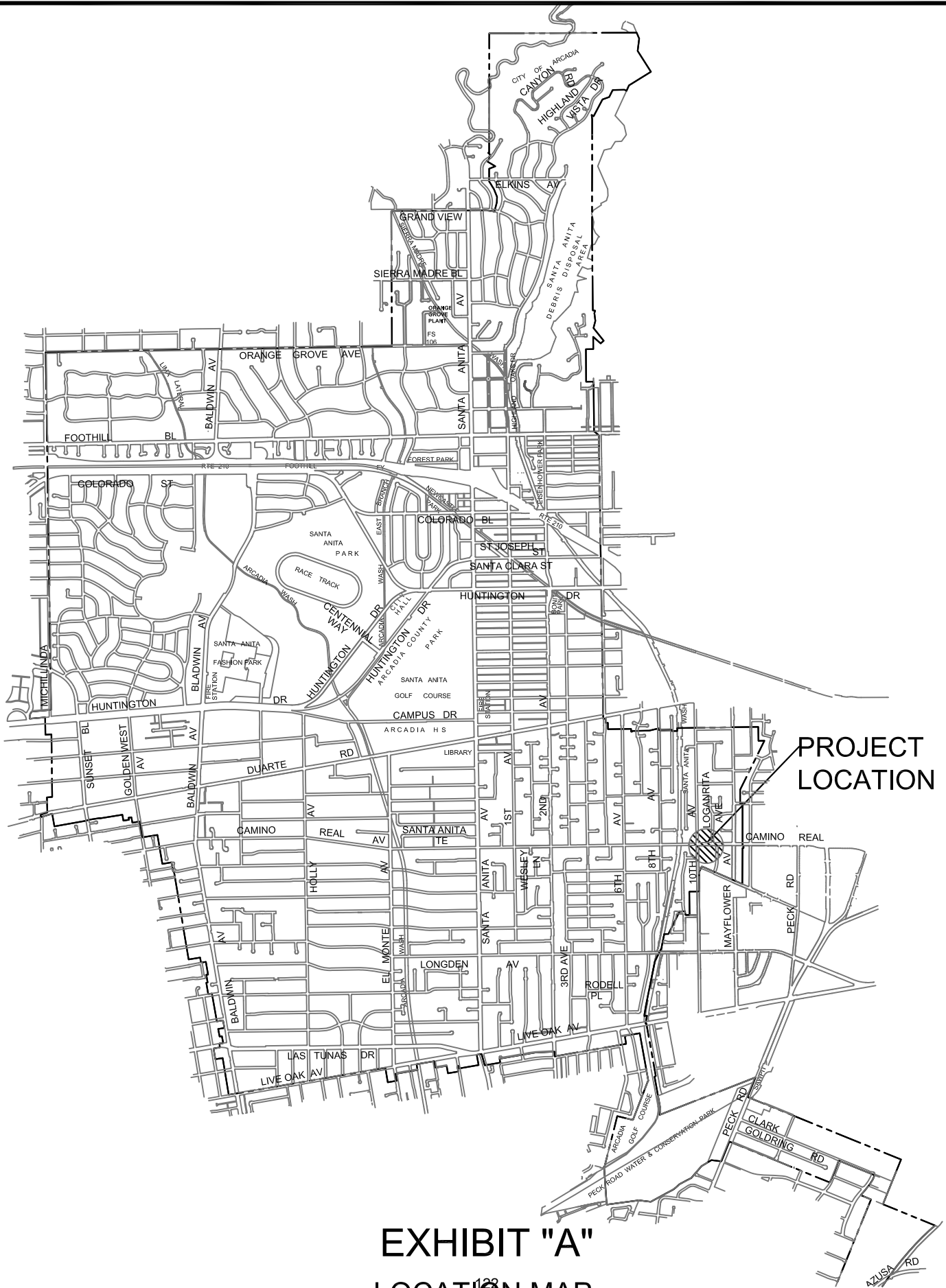


EXHIBIT "A"

LOCATION MAP
NOT TO SCALE

CITY OF ARCADIA

**WATER MAIN REPLACEMENT PROJECT
PROJECT No. 65720524**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
DOMINGUEZ GENERAL ENGINEERING, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

This CONTRACT, No. _____ is made and entered into this ____ day of _____, 2024, by and between City of Arcadia, sometimes hereinafter called "City," and **Dominguez General Engineering, 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:

Water Main Replacement Project / Project No.: 65720524

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 **Forty-Five (45) calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Three Hundred Twenty-Three Thousand, Four Hundred Fifty Dollars and No Cents (\$323,450.00)**. 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

DOMINGUEZ GENERAL ENGINEERING, 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

Public Works Services Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH ALLSTAR KIA SAN BERNARDINO FOR THE PURCHASE OF ONE 2024 KIA TELLURIDE IN THE AMOUNT OF \$51,840.98

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of one detective vehicle in the Police Department that meets the replacement criteria outlined in the City's Vehicle Replacement Program. To ensure that the City is receiving the most competitive price for one 2024 Kia Telluride, a formal bid process was conducted. It is recommended that the City Council approve a Purchase Order with Allstar Kia San Bernardino for the purchase of one 2024 Kia Telluride, in the amount of \$51,840.98.

BACKGROUND

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of one detective vehicle in the Police Department. The vehicle being replaced has been in service for 12 years and meets the age requirement of the City's Vehicle Replacement Program. The vehicle being replaced is a 2012 Ford Taurus with 69,547 miles. The vehicle is used daily by a detective for surveillance work, to perform follow up investigations, and to drive to courthouses to provide information to the District Attorney's office and comply with subpoenas.

DISCUSSION

The Police Department has selected the Kia Telluride to replace the detective vehicle because it provides ample interior cargo space, which is necessary for police gear. The Kia Telluride is a fuel-efficient vehicle and is known to be reliable. Furthermore, since the Kia Telluride is not traditionally associated with police operations, this vehicle has the ability to blend in with surrounding traffic and elude detection. This vehicle has also been named a top safety pick by the Insurance Institute for Highway Safety ("IIHS") and was recognized as a standout model in crash prevention.

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to local vendors who provide this type of vehicle. Two bids were received with the following results:

<u>Bidder</u>	<u>Location</u>	<u>Bid Amount</u>
Allstar Kia San Bernardino	San Bernardino, CA	\$ 51,755.98*
Kia of Alhambra	Alhambra, CA	\$ 53,698.37

* Corrected bid total is \$51,840.98

Vendors that received bid packages but did not submit bids were contacted to determine why they did not submit a bid. Vendors indicated that they lacked the requested vehicle in stock, or were uninterested in bidding altogether.

Bid documents were carefully reviewed for content. During the review, it was discovered that Allstar Kia San Bernardino's bid was under by \$85 due to a system generated error; the correct total bid is \$51,840.98. Based on this review, it has been determined that Allstar Kia San Bernardino is still the lowest responsive bidder that meets the City's required vehicle specifications.

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 2024 Kia Telluride is \$51,840.98. Funds in the amount of \$54,500 have been budgeted for the purchase of this vehicle in the Fiscal Year 2023-24 Equipment Acquisition Budget to replace one detective vehicle.

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 Allstar Kia San Bernardino for the purchase of one 2024 Kia Telluride in the amount of \$51,840.98.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PURCHASE ORDER WITH HYDROPRO SOLUTIONS FOR THE PURCHASE OF DATA LOG RADIO READ WATER METERS FOR THE CITY'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF \$1,394,000
CEQA: Exempt
Recommendation: Approve

SUMMARY

As part of the Annual Meter Replacement Program, the Public Works Services Department ("PWSD") Warehouse maintains a supply of water meters for the Utilities Section. To ensure that the City is receiving the most competitive prices for Advanced Metering Infrastructure ("AMI") radio read water meters, a formal bid process was conducted in 2021. In May 2022, the City received a letter from Master Meter, Inc. stating that HydroPro Solutions will be the exclusive distributor of their products in the State.

It is recommended that the City Council approve a sole source Purchase Order with HydroPro Solutions for the purchase of AMI radio-read water meters and related infrastructure for the City's water distribution system, in the amount of \$1,394,000.

BACKGROUND

The Annual Meter Replacement Program was created to replace manually read water meters with new meters that are capable of being read via radio frequency. The City's radio read water meters utilized Automatic Meter Reading ("AMR") technology, which automatically collects consumption, diagnostic, and status data from the water meter. The data is collected from mobile devices by City staff then uploaded to a central database for utility billing purposes. In 2019, the PWSD Utilities Section began replacing the first-generation AMR radio read water meters with Advanced Metering Infrastructure ("AMI") radio read water meters. The new AMI meters provide real time data to the consumer and will be read remotely through the AMI meter infrastructure and base station hubs.

AMI radio read water meters have the capability of capturing the precise measurements and readings of a customer's water usage; it also includes leak detection and data logging functions. AMI meters also enable residents to monitor and receive alerts for possible leaks on their property, as well as assist them with historical water usage information. Water meter register accuracy is important in calculating water demands, forecasting customer demands, and assisting in water conservation efforts. Once the AMI data log meters are installed throughout the City's water system, the meter reading staff will have more capacity to complete other work such as meter change outs, leaks, rereads, and other related maintenance for water meters and boxes.

To date, the City has converted approximately 2/3 of all water meters throughout Arcadia to AMI data log meters. Initially, conversion of the entire water system was scheduled to be completed by Fiscal Year 2023-24. However, due to ongoing delays that began after COVID, compounded by production issues with the manufacturer, the City was not able to purchase all the meters needed to meet the deadline. All final meters necessary to complete AMI Conversion will be purchased this Fiscal Year.

DISCUSSION

The PWSD Warehouse is responsible for distributing all water meters to the Utilities Section for meter replacement and new installations. The Warehouse maintains an available inventory to prevent any service interruptions and orders replacement meters to keep the inventory at acceptable levels. Typical meters in the City's system are replaced once every 15 years to ensure accurate water measurements. The American Water Works Association ("AWWA") standard for 5/8" to 2" water meters also recommends this replacement interval.

To receive the best price possible for water meters, the City conducted a formal bid on July 20, 2021. On May 11, 2022, the PWSD received a letter from Master Meter, Inc., stating that HydroPro Solutions will be the exclusive distributor of Master Meter products in the State of California, effective June 1, 2022. As part of the City's Capital Improvement Program, the Annual Meter Replacement Program will retrofit all AMR and older meters to AMI meters. The City utilizes Master Meter's AMI meters for this Program and will need to stay with the same manufacturer to ensure overall infrastructure compatibility and function. Given Master Meter's letter stating exclusive distribution rights belong solely to HydroPro Solutions in California, this would make HydroPro Solutions a sole source for Master Meter products.

To ensure that there are acceptable quantities of water meters available in the City's warehouse, the purchase order amount will be for \$1,394,000; however, the City will only purchase the amount necessary to ensure adequate inventory levels.

ENVIRONMENTAL ANALYSIS

This project involves the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act (“CEQA”).

FISCAL IMPACT

Initially, conversion of the entire water system was scheduled to be completed by Fiscal Year 2023-24. However, due to ongoing delays caused by the COVID-19 pandemic and production issues with the manufacturer, the City was not able to purchase all the meters needed in Fiscal Year 2023-24. All final meters necessary to complete AMI Conversion will be purchased in Fiscal Year 2024-25. This purchase order is in the amount of \$1,394,000; however, only the needed amount to complete the changeout and maintain a sufficient inventory will be acquired. Sufficient funds have been budgeted in the Fiscal Year 2023-24 and 2024-25 Capital Improvement Program.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act (“CEQA”); and approve a Purchase Order with HydroPro Solutions for the purchase of Data Log Read Water Meters for the City’s water distribution system in the amount of \$1,394,000.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Master Meter Sole Source Letter



101 Regency Parkway
Mansfield, Texas 76063
PH# 800-765-6518
817-842-8000
FAX# 817-842-8100

July 3, 2024

City of Arcadia, CA.
Attn: John Corona
Utilities Superintendent
626-256-6583
11800 Gold Ring Rd.
Arcadia, CA 91066

Dear Mr. Corona:

On behalf of HydroPro Solutions and Master Meter, Inc. we appreciate the continued opportunity to serve your metering needs.

Please let this correspondence confirm that HydroPro Solutions is the only authorized waterworks utility distributor for Master Meter in the state of California. This includes Master Meter's entire product line including but not limited to all sizes and types of water meters, AMR/AMI meter reading system, components, and accessories.

If you should have any questions or require additional information, please don't hesitate to contact me at 800-765-6518.

Respectfully,

Neal Farmer
Regional Vice President of Sales
Master Meter, Inc.

cc: Ed Amelung, RSM, Master Meter, Inc.
Christopher Lambros, Executive V.P., HydroPro Solutions



STAFF REPORT

Fire Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Tom Devlin, Battalion Chief
Maria Lourdes Taylor, Sr. Management Analyst

SUBJECT: PURCHASE ORDER WITH SOUTH COAST FIRE EQUIPMENT, INC. FOR THE PURCHASE OF A NEW PIERCE AERIAL LADDER TRUCK IN THE AMOUNT OF \$1,933,872 PLUS A 3% CONTINGENCY

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Fiscal Year 2024-25 Equipment Acquisition Budget has allocated sufficient funding for the purchase of a new fire ladder truck. This purchase will replace the current 1995 Spartan reserve ladder truck that meets the City's Vehicle Replacement Schedule under the age criteria. It is recommended that the City Council approve a purchase order with South Coast Fire Equipment for the purchase of a new Pierce aerial ladder truck in the amount of \$1,933,872 plus a 3% contingency.

BACKGROUND

An aerial ladder truck is critical to the Fire Department's fire suppression operations, and is designed to provide firefighters with a safe and stable platform to be able to access high-rise buildings and other tall structures. Specifically, an aerial ladder truck provides the following operational support during a fire incident: transportation to the fire scene, logistics to support and carry specialized rescue tools, self-sustained electrical power, lighting, water evacuation equipment, ground ladders, and delivering the primary aerial ladder to reach upper floors of multi-story buildings.

Based on the Citywide Vehicle Replacement Schedule, the operational lifespan of a ladder truck is 25 years (15 years frontline and 10 years reserve status) at 100,000 miles of use. The FY 2024-25 Equipment Acquisition Budget has allocated a total of \$3,044,100 for the purchase and upfitting costs of a new aerial ladder truck to replace the Fire Department's existing ladder truck that meets the City's vehicle replacement's age criteria; this new vehicle will become the frontline apparatus. The 1995 Spartan aerial

PO with South Coast Fire Equipment, Inc.
for the Purchase of a New Aerial Ladder Truck
July 16, 2024
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ladder truck, Asset #60182, will be sent to auction or sold directly, and the 2010 Pierce aerial ladder truck, Asset #80273, will be shifted from frontline to reserve status. Both existing vehicles have been in service five years beyond the normal replacement guidelines due to an aggressive preventative maintenance schedule and purchasing quality equipment.

To maintain an effective fleet, a new vehicle is warranted. It is vital that a new aerial ladder truck be purchased at this time, especially since the design and build of this type of apparatus can take 46 months, or until the Year 2028, before the vehicle can be placed into service. This extended lead time is reflective of years of supply chain shortages post-pandemic and a backlog of existing demand.

DISCUSSION

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 this purchasing program, the City is able to streamline the procurement process and purchase vehicles and equipment at a lower cost. The cooperative agreement for this purchase is with Sourcewell's awarded contract to Pierce Manufacturing, Inc. ("Pierce") via South Coast Fire Equipment, Inc. South Coast Fire Equipment, Inc. is the exclusive manufacturing dealership and vendor for Pierce serving the Southern California region. Additionally, Pierce is a nationally recognized company that has been delivering exclusive fire safety apparatus for over 110 years and is highly recognized from its history of building more than 30,000 fire apparatus worldwide.

The bidding process, specifications, and contract for firefighting apparatus and fire service vehicles under Sourcewell, with pricing from South Coast Fire Equipment, Inc., have been reviewed by the Fire Department. The agreement has been determined to meet the City's procurement requirements and within the Department's allocated budget for this vehicle. See attachments for copies of Sourcewell's contract and pricing from South Coast Fire Equipment, Inc.

The proposed new Pierce aerial ladder truck will include additional safety features such as updated braking systems; a motor that meets current emission standards; tighter turning radius; a roll-over protection system; improved storage for today's larger battery-operated equipment; and additional ground ladders to meet the operational needs of ongoing high density, multi-story construction.

Optional Pricing Opportunity

For Fiscal Year 2024-25, Pierce has offered two pricing options for a new aerial ladder truck:

- **Option A** – initial bid of \$2,278,497.64 with no discount, and a potential increase of 5% or more each year for the next four years (per the Producer Price Index/PPI of Components Manufacturing’s inflationary adjustments). Hence, a total increase of 20% or \$456,000 could be applied to the original bid, for a full payment of \$2,734,500. Payment would be due upon receipt of the vehicle; or
- **Option B** - discounted bid of \$1,933,871.57 if the City provides a 100% cash prepayment at the time of order. The City of Arcadia must send payment within 15 days of invoicing to qualify for this discount. A savings of \$344,626, or 15% from the original bid cost will be incurred with this option. A performance bond has been added to this cost as a safety umbrella for the City of Arcadia if the company fails to deliver their products and services, or they go out of business.

The following table delineates the cost summary and savings for each option:

Cost Description	Amount
Option A: Original Bid with No Discount	
Fire apparatus with tax	\$ 2,273,468.24
Performance Bond	5,015.40
California Tire Fee	14.00
Option A Total Price	\$2,278,497.64
Option B: With Prepayment Discount	
100% cash prepayment discount	(312,586.00)
Less tax	(32,040.07)
<i>Total Optional Discounts</i>	<i>(344,626.07)</i>
Total original bid	\$ 2,278,497.64
<i>Sub-Total (Option B)</i>	<i>(344,626.07)</i>
Total optional discounts	(344,626.07)
Option B Total Price	1,933,871.57

In Option A, for a four-year period, the City could invest the \$2.3 million cost of the ladder truck at a current investment rate of 4.30%, resulting to a total gain of \$392,160. However, with the annual 5% interest that the vendor could apply to the initial bid based on PPI adjustments, the City could pay an additional \$456,000 over the current price. Therefore, the anticipated inflationary factor exceeds the potential additional investment earnings by \$63,840 even without considering the discount for prepayment. Thus, Option A would not be a prudent financing selection for the City.

PO with South Coast Fire Equipment, Inc.
for the Purchase of a New Aerial Ladder Truck
July 16, 2024
Page 4 of 4

It is recommended that the City take advantage of the savings afforded by **Option B** for the purchase of this aerial ladder truck, with a \$344,626 or 15% in savings from the original bid cost of \$2,278,498.

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 funding in the amount of \$3,044,500 has been allocated in the FY 2024-25 for the purchase of a new ladder truck and its upfitting costs (\$2,400,000 budgeted for the vehicle and \$644,500 for upfitting expenses). If the recommended Option B is selected, there will be a savings of \$344,626.07, or 15%, from the original bid cost of \$2,278,498. Alternatively, if Option A is selected, the City could pay up to 5% or more in interest each year for four years (total of 20%) against the original bid, resulting in an additional expense of \$456,000 or a total payment of \$2,734,500.

A 3% contingency (\$58,016) is requested to be included, resulting in a total expenditure of \$1,991,888. The contingency would be used to cover unanticipated needs based on the timing of the build. Even with this added contingency cost, sufficient funding is available in this Fiscal Year’s Equipment Acquisition 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 South Coast Fire Equipment, Inc. for the purchase of a new Pierce aerial ladder truck in the amount of \$1,933,872 plus a 3% contingency.

Approved:


Dominic Lazzaretto
City Manager

Attachment No. 1: Sourcewell Contract
Attachment No. 2: South Coast Fire Equipment, Inc. Pricing Schedule

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

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 Firefighting Apparatus and Fire Service Vehicles 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 February 10, 2026, 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 other 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, refurbished, or remounted 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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcwell 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.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. WAIVER OF SUBROGATION. Omitted.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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.

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113021-OKC

Sourcewell

Oshkosh Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

[Handwritten Signature]

By: _____

By: _____

Jeremy Schwartz

James W. Johnson

Title: Chief Procurement Officer

Title: Executive Vice President and President
Fire & Emergency Segment

4/5/2022 | 4:53 PM CDT

Date: _____

Date: APRIL 5 '22

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

Date: _____

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Pierce Manufacturing
Does your company conduct business under any other name? If yes, please state: WISCONSIN
Address: 2600 American Drive
Appleton , WI 54914
Contact: Michelle Swokowski
Email: mswokowski@piercemfg.com
Phone: 920-832-3272
Fax: 920-740-6252
HST#:

Submission Details

Created On: Monday October 18, 2021 12:41:15
Submitted On: Tuesday November 30, 2021 16:18:31
Submitted By: Michelle Swokowski
Email: mswokowski@piercemfg.com
Transaction #: 724f061f-10fb-4d93-bd02-b5afd9c2b906
Submitter's IP Address: 198.190.231.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Oshkosh Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902 Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914 Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.com,
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Oshkosh Corporation Overview

Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller.

Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people.

Oshkosh Core Values:

WE PUT PEOPLE FIRST

- We treat people how they need to be treated.
- We keep people safe, within our walls and those using our products.
- We care for the emotional, physical, and financial wellbeing of our people.
- We celebrate what makes each of us unique.
- We value other's words and ideas.
- We respect the impact we have on each other; on the people we serve and in communities around the world.

WE DO THE RIGHT THING

- We do the right thing, the right way, for the right reasons.
- We take responsibility for our actions.
- We speak up and share our thoughts and concerns.
- We keep our promises.
- We respect our environment: both where we work and the planet we rely on.

WE PERSEVERE

- We push the bounds of technology and engineering to bring value to our customers and those who count on us.
- We challenge the impossible to make a difference every day.
- We are courageous and steadfast.
- We strive to overcome obstacles and achieve our goals.

WE ARE BETTER TOGETHER

- We welcome ideas different from our own.
- We rely on diversity to drive innovation.
- We create an inclusive, empowering environment for all.
- We work together across geographies, platforms, business units and functions to help our company reach its fullest potential.

Business Philosophy:

Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world.

As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way.

Business Longevity:

Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland

		<p>rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder.</p> <p>Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968.</p> <p>We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers!</p> <p>Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.</p>	
10	What are your company's expectations in the event of an award?	<p>The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program.</p> <p>The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members.</p> <p>The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.</p>	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company.</p> <p>We have attached our annual report, SEC Filings along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. http://investor.oshkoshcorporation.com/investors/overview/</p> <p>Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards & Poor's BBB.</p> <p>Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.</p>	*

12	What is your US market share for the solutions that you are proposing?	<p>Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link. http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx</p> <p>Fire & Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles.</p> <p>The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market.</p> <p>The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.</p>	*
13	What is your Canadian market share for the solutions that you are proposing?	<p>Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.</p>	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Pierce and Airport Products are best described as manufacturers.</p> <p>Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors.</p> <p>Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service.</p> <p>Oshkosh Airport Products The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives.</p> <p>Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.</p>
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16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required.</p> <p>We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality.</p> <p>ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well.</p> <p>Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate.</p> <p>UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate.</p> <p>ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space.</p> <p>Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx</p> <p>FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</p>

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: <https://www.oshkoshcorp.com/en/news>

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.

Link: <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx>

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx>

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750. Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-forbes>

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award <https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award>

		<p>Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders https://www.facebook.com/Pierce/posts/10165217512965527</p> <p>Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces.</p> <p>Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal</p> <p>ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements.</p> <p>Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.</p>	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products.</p> <ol style="list-style-type: none"> 1. Sourcewell* 2. H-GAC* 3. NASPO Value Point 4. NPPGov 5. Lamas 6. BuyBoard 7. Florida Sherriff's 8. Ohio State 9. Costars 	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Current GSA (General Services Administration) contract is GS30F021DA	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Knoxville Fire Department	Bobby Palmer	865-595-4474	*
Howell Fire District #3	Louis Memmolo,III	732-905-8530	*
Clark County	Riccardo Terzo	702-455-8341	*
Tampa International Airport	Oren Hanson	813-267-0335	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Pierce Manufacturing has an inside sales force that manages a given territory The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network.</p> <p>The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.</p>
26	Dealer network or other distribution methods.	<p>Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way.</p> <p>There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location.</p> <p>As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products.</p> <p>Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.</p>

27	Service force.	<p>Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned & managed dealer network. 20 United States & 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer:</p> <ul style="list-style-type: none"> • Dedicated Service Professionals • Nearly 250 mobile service vehicles, strategically located throughout North America • Offer scheduled & unscheduled maintenance services • 24/7 access to Pierce Technical Support Hot-Line, • Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement. <p>Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include:</p> <ul style="list-style-type: none"> • Dedicated and committed on-hand spare parts inventory • Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.) • Same-day & next-day shipping services from UPS, FedEx, and XPO • 24/7 website to locate and check pricing & availability of spare parts by authorized dealer • Tens of thousands of digital photographs & 3D artwork of replacement parts for fast & easy identification <p>Pierce offers a complete set of training classes, for both operators & maintainers, to keep your Pierce apparatus running at peak performance.</p> <ul style="list-style-type: none"> • Regional & Corporate training events held throughout the calendar year • Instructors with over 100 combined years of Pierce & industry expertise • Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system • Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III • Operation overview of foam & aerial devices <p>Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover.</p> <p>Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service & Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user.</p> <p>Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives	<p>AFTERMARKET PIERCE MODEL</p> <p>Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any</p>

that help your providers meet your stated service goals or promises.

service needs they may have.

TEAM MEMBERS

Pierce Service Brigade

An army of 600 service technicians across the US and Canada.

Certified Master Technicians

We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus.

The Right Attitude and the Right Tools

Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for.

INVENTORY

As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time.

Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time.

FACTORY HOURS OF OPERATION

Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week.

PROBLEM IDENTIFICATION & RESOLUTION

As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance.

Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login.

TECHNICAL SERVICE SUPPORT

Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below:

SERVICE:

Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission.

Direct access to Pierce technical support

Routine preventative maintenance

Annual aerial ladder testing

Pump testing

Ground ladder testing

NFPA 1911 annual inspections maintenance and testing

Repairs from small minor issues to major overhauls and many other services

Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing

Service provided by EVT, ASE, Pierce and industry specific certified technicians

All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff

PARTS:

Pierce authorized dealers maintain a large assortment of products supplied with fire

		<p>apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables "out of service" time to be kept to a bare minimum.</p> <p>All Pierce authorized sales and service dealers have access to Pierce's extensive level of replacement parts inventory, which is more than \$15M as well as any Pierce required fabrication services.</p> <p>Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635</p>	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle.</p> <p>We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell.</p> <p>Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories.</p> <p>Airport Products is able and willing to provide our products and services to participating entities in the United States.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L 'Arsenal.</p> <p>Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT).</p> <p>Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support.</p> <p>Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract.</p> <p>Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.</p>	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.</p>	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team:</p> <ul style="list-style-type: none"> • Overview of the contract and what differentiates it from the others • Training and updating internal User Guide/Handbook • Adding the contract option to our custom truck configurator Pulse • Adding the contract to the internal communication portal • Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract • Develop a flyer or FAQ to provide sales reps and customers as a takeaway • Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck. <p>Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder.</p> <p>Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology.</p> <p>Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website where facts and information can be obtained.</p> <p>Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials.</p> <p>Sourcewell's role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location.</p> <p>Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset.</p> <p>This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process.</p> <p>For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

<p>39</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training is offered in several different ways:</p> <ul style="list-style-type: none"> • A customer can request factory personnel to provide training and it will be added to the sale or available at a later date. • The dealer may have a training program to offer that introduces the customer to the dealer's support team • The customer may choose to attend regional training classes offered throughout the year. <p>All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable.</p> <p>On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training.</p> <p>We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx.</p> <p>Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.</p>
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40	Describe any technological advances that your proposed products or services offer.	<p>Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company.</p> <p>Through this contract, we offer numerous proprietary features that stand out from others and not limited to:</p> <ul style="list-style-type: none"> • Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations. Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information. • Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information. • Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard. • Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization • TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military. • Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty • Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities. • Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground. • Snozzle® HRET – The Snozzle High Reach Extendible Turret is available in a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8. • Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information. <p>The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.</p>
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41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder.</p> <p>Pierce Sustainability Efforts Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Pierce is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities.</p> <p>Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate.</p> <p>Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years.</p> <p>Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index.</p> <p>Department of Energy's Better Buildings, Better Plants Program Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness.</p> <p>ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder.</p> <p>Community – Goodwill Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repackage the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.</p>
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42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference.</p> <p>CERTIFICATIONS: ISO 14001:2015 Certification Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation.</p> <p>TRUE Zero Waste Certification The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level.</p> <p>AWARDS: The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18.</p> <p>Energy Efficiency Excellence Award The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production.</p> <p>Wisconsin Recycling Excellence Award The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts.</p> <p>GREEN / SUSTAINABILITY: Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices.</p> <p>World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain.</p> <p>Green Masters The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve.</p> <p>Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.</p>
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships.</p> <p>Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength.</p> <p>Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered.</p> <p>Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.</p> <p>The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.</p> <p>Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).</p> <p>Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty.</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> • Wear items • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience, or other incidental expenses. <p>The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.</p> <p>All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.</p> <p>Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle.</p> <p>Examples of base warranties are our structural warranties which carry a 100,000-mile limit.</p> <p>Extended warranties carry various mileage limits based on the specific coverage.</p> <p>Paint warranties are prorated based on age of the unit.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.</p> <p>Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.</p>
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.</p>

49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce. Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Combination of line item and percentage discount are provided in an attached PDF document identified as follows <ul style="list-style-type: none"> • Product Category • Identification ID# • Product Description • List Price • Percentage off per product • Line Item (Contract) Price The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.</p> <ul style="list-style-type: none"> Factory inspection trips Weekly construction photo progress reports Orientation DVD specific to your apparatus Loose Equipment Engine and or transmission diagnostic software Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment Pre-delivery service consisting of basic fluids and filters Custom fabrication for tool mounting and communication equipment Other items as requested by customer and deemed sourced or open market Delivery Sales and other taxes, license, handling, or title fees are also not included. 	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Transportation Expenses Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.</p>	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.</p>	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.</p> <p>All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.</p> <p>The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process. Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction.</p> <p>Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles.</p> <p>CUSTOM AND COMMERCIAL PUMPER PRODUCTS Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.</p> <p>AERIAL PRODUCTS Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.</p> <p>EMERGENCY RESPONSE VEHICLES - Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle.</p> <p>RESCUE PRODUCTS Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.</p> <p>TANKER PRODUCT Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.</p> <p>SPECIALTY VEHICLES Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle.</p> <p>Maxi-Metal Partnership MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration.</p> <p>Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
72	Aircraft rescue and firefighting vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pierce has a variety of custom built chassis that you will find within the documents	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can be open source Offering is only in conjunction with a new order.....	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	<p>Pierce Master Technician Program</p> <p>The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.</p>
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.</p>
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	<p>Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL).</p> <p>Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed.</p> <p>Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check.</p> <p>Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.</p>
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<p>CERTIFIED: UL/ULC</p> <p>NFPA 1901 UL Certification & UL Canada (ULC) Certification</p> <p>Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
 - [Financial Strength and Stability](#) - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
 - [Marketing Plan/Samples](#) - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
 - [Standard Transaction Document Samples](#) - SALES_TEMPLATE_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1

PROPOSAL FOR FURNISHING FIRE APPARATUS

July 2, 2024

Arcadia Fire Department
710 S. Santa Anita Ave.
Arcadia, CA 91006

SOUTH COAST FIRE EQUIPMENT

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1)		
Pierce Enforcer 107' Tractor Drawn Aerial		
	\$ 2,062,102.71	\$ 2,062,102.71
Sales Tax @ 10.250%	\$ 211,365.53	\$ 211,365.53
APPARATUS COST WITH TAX	\$ 2,273,468.24	\$ 2,273,468.24
Performance Bond	\$ 5,015.40	\$ 5,015.40
California Tire Fee	\$ 14.00	\$ 14.00
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PURCHASE PRICE	\$ 2,278,497.64	\$ 2,278,497.64

The above proposal price shall be valid until 07/30/24 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. A increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to \$1,933,871.57 . The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manufacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 46 months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at the City of Arcadia

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.



Adrian Beyer
Sales Representative

I, _____ authorized representative of
_____ agrees to purchase the
proposed product(s) and agree to the terms and conditions of
this proposal and the specifications hereto attached.

Signature: _____
Title: _____ Date: _____



Arcadia Fire Department

100% Pre-Payment Option

July 2, 2024

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension
One (1) Pierce Enforcer 107' Tractor Drawn Aerial	\$ 2,062,102.71	\$ 2,062,102.71
100% Prepayment Discount	\$ (312,586.00)	\$ (312,586.00)
APPARATUS COST	\$ 1,749,516.71	\$ 1,749,516.71
Sales Tax @ 10.250%	\$ 179,325.46	\$ 179,325.46
Performance Bond	\$ 5,015.40	\$ 5,015.40
California Tire Fee	\$ 14.00	\$ 14.00
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PREPAY PURCHASE PRICE	\$ 1,933,871.57	\$ 1,933,871.57
Less 100% pre-payment at Contract Signing	\$ 1,933,871.57	\$ 1,933,871.57
BALANCE DUE AT DELIVERY	\$0.00	\$0.00

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

- a) If your department makes a 100% cash pre-payment at contract signing.
- b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.

* Any item added after this option is elected will come at additional cost and will be added to the final invoice.



STAFF REPORT

Administrative Services Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Henry Chen, Interim Administrative Services Director

SUBJECT: PURCHASE ORDERS FOR ANNUAL SOFTWARE HOSTING AND MAINTENANCE WITH ORACLE AMERICA FOR NETSUITE FOR GOVERNMENT AND CAN/AM TECHNOLOGIES FOR TELLER CASHIERING IN AN AMOUNT NOT TO EXCEED \$161,500
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City is in the process of implementing NetSuite for Government (“NetSuite”) from Oracle America and Teller cashiering system (“Teller”) from Can/Am Technologies. As part of the license with both companies, the City is obligated to pay for annual hosting and maintenance charges. It is recommended that the City Council approve purchase orders with Oracle America for \$105,000, and with Can/Am Technologies for \$56,500, for a total of \$161,500 for annual software hosting and maintenance.

DISCUSSION

The City is implementing NetSuite and Teller, which will be deployed during Fiscal Year 2024-25. These two software packages will replace the existing FinancePlus System that the City has used since 1999. The annual software and hosting costs are part of the Enterprise Resource Planning (“ERP”) Financial Software, which was approved for replacement in the Fiscal Year 2022-23 Equipment Replacement Fund. NetSuite and Teller will support most of the City’s Finance, Purchasing, and Human Resources operations, including financial reporting, payroll, accounts payable, general ledger, cashiering, accounts receivable, and budget preparation.

As part of the software license, both companies require the City to pay an annual software hosting and maintenance fee. Software hosting and maintenance fees pay for cloud hosting of the software, ongoing product development of new features, security patches, regulatory updates such as annual payroll tax tables and other program improvements. It also includes phone and web-based support when staff need help with troubleshooting

or guidance on implementing new regulatory updates within the system. The annual cost from July 2024 to June 2025 is approximately \$105,000 for Oracle NetSuite and \$56,500 for Teller, for a total annual cost of \$161,500. It is recommended that the City issue purchase orders to Oracle America and Can/Am Technologies for annual hosting and maintenance charges.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The annual cost from July 2024 to June 2025 is approximately \$105,000 for Oracle NetSuite and \$56,500 for Teller, for a total annual cost of \$161,500. Sufficient funds for the proposed annual hosting and maintenance costs are budgeted in the FY 2024-25 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 Purchase Orders for annual software hosting and maintenance with Oracle America for NetSuite for Government and CAN/AM Technologies for Teller cashiering in an amount not to exceed \$161,500.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH WASTE MANAGEMENT FOR HAZARDOUS WASTE COLLECTION IN THE AMOUNT OF \$8,184.96

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for the management and proper disposal of miscellaneous hazardous materials generated by City facilities or otherwise collected by the City. As part of the Residential Refuse and Recycling Agreement with the City, Waste Management provides hazardous waste collection from the hazardous waste storage shed located at the Public Works Yard. Due to an unusually high number of items in the shed, the annual Waste Management invoice for Fiscal Year 2023-24 exceeded the Waste Management purchase order amount by \$8,184.96. Since the total cost of collection for the items in the shed 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 Waste Management for hazardous waste collection, in the amount of \$8,184.96.

BACKGROUND

The PWSD maintains a “Hazardous Waste Shed” to store items such as paint cans, fluorescent light bulbs, and other items that are considered hazardous waste. Items in the shed are collected from various City facilities and are removed once a year through a special collection by Waste Management. The shed is not used to collect or store Household Hazardous Waste from residents, as these items are collected and billed directly to residents through a separate program called “Waste Management At Your Door”. Through this program, Waste Management collects hazardous waste directly from residents, and the City is billed separately for its Hazardous Waste Shed pick up.

DISCUSSION

The PWSD budgets \$24,000 annually for the collection of items in the Hazardous Waste Shed. While the amount of hazardous waste collected is unpredictable, the budget has been sufficient in years past. Due to an unusually high number of items in the shed, the original quote for collection in FY 2023-24 exceeded the annual purchase order. The shed had reached capacity with a variety of items ranging from various chemicals and paint to flares and old signage, which contained radioactive material. PWSD researched alternative lower-cost options for disposal of these items and was able to identify a regional paint pick up program that provides paint disposal at no charge. Staff also determined that the manufacturer of the signs with radioactive material would dispose of the signs for a significantly lower cost.

By finding alternative methods for the safe disposal of these hazardous items, the PWSD was able to significantly reduce its costs. However, even after the alternative disposal methods were used, the remaining items to be picked up by Waste Management cost an additional \$8,184.96, bringing the total cost for hazardous waste disposal from the shed to \$32,184.96. With total costs now exceeding \$30,000, the increase requires a change to the Purchase Order with Waste Management and City Council approval. It is recommended that the City Council approve a Change Order to increase the Purchase Order with Waste Management for hazardous waste collection, in the amount of \$8,184.96.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

An additional \$8,184.96 is being requested. Sufficient funds remain in the Fiscal Year 2023-24 PWSD Operating Budget to cover these costs. The PWSD has increased the budget for hazardous waste disposal in future budget years and will explore additional collection programs that may offer cost-effective solutions.

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 Waste Management for hazardous waste collection in the amount of \$8,184.96.

Change Order for Hazardous Waste Collection
July 16, 2024
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Development Services Department

DATE: July 16, 2024

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
Prepared By: Edwin Arreola, Acting Senior Planner

SUBJECT: FINAL TRACT MAP NO. 82513 FOR THE SUBDIVISION OF AN APPROVED MIXED-USE DEVELOPMENT WITH FOUR RESIDENTIAL CONDOMINIUM UNITS AND ONE COMMERCIAL UNIT AT 405 S. 1ST AVENUE
CEQA: Exempt
Recommendation: Approve

SUMMARY

Tentative tract maps and final maps are required for all subdivisions of condominium units. In accordance with Arcadia Development Code Section 9105.05.050, the City Council shall approve a final map if it conforms to all the requirements of the subdivision regulations of the Development Code and the Subdivision Map Act. Tentative Tract Map No. TTM 23-02 (82513) was conditionally approved by the Planning Commission on October 24, 2023, for the subdivision of an approved mixed-use development with four residential condominium units and one commercial unit at 405 S. 1st Avenue.

Final Parcel Map No. 82513 has met all applicable criteria for subdivision – refer to Attachment No. 1. Therefore, it is recommended that the City Council approve Final Tract Map No. 82513, along with a Categorical Exemption under the California Environmental Quality Act (“CEQA”).

BACKGROUND

The mixed-use development (Minor Use Permit No. MUP 19-01, Tentative Tract Map No. TTM 18-06, and Architectural Design Review No. ADR 16-25) was originally approved by the Planning Commission on February 12, 2019. However, the Tentative Tract Map approval expired on March 9, 2022, before a Final Tract Map application was filed. The Applicant refiled for a Tentative Tract Map (Tentative Tract Map No. TTM 23-02), and it was conditionally approved by the Planning Commission on October 24,

2023. The expiration date for Tentative Tract Map No. TTM 23-02 is November 7, 2025. A building permit was issued on January 26, 2021, and construction is almost complete.

DISCUSSION

The Applicant/Property Owner has submitted the Final Tract Map, meeting all Conditions of Approval in the Tentative Map. The project is currently under construction and a Certificate of Occupancy will not be issued until the Map has been approved and recorded by the Los Angeles County Recorder's Office. The Map has been reviewed by the Los Angeles County Department of Public Works – refer to Attachment No. 2. The Map has been found to be in substantial compliance with both the Tentative Map, as conditionally approved by the Planning Commission, and the subdivision regulations of the City's Development Code and the State Subdivision Map Act.

ENVIRONMENTAL ANALYSIS

Final Tract Map No. 82513 is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15332 of the CEQA Guidelines as an infill development project. The Planning Commission affirmed this finding and conditionally approved Tentative Tract Map No. 82513 at its regular meeting on October 24, 2023.

FISCAL IMPACT

There will be no fiscal impact incurred by the City as a result of this action.

RECOMMENDATION

It is recommended that the City Council approve Final Tract Map No. 82513 with a categorical exemption under the California Environmental Quality Act ("CEQA"), for the subdivision of an approved mixed-use development with four residential condominium units and one commercial unit at 405 S. 1st Avenue.

Approved:


Dominic Lazzaretto
City Manager

Attachment No. 1: Final Tract Map No. 82513

Attachment No. 2: Letter of Compliance from Los Angeles County Department of Public Works

1 LOT

GROSS AREA: 8,346 SQ. FT.

NET AREA: 7,796 SQ. FT.

TRACT NO. 82513

SHEET 1 OF 2 SHEETS

IN THE CITY OF ARCADIA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 19 IN BLOCK 67 1/2, A PART
OF ARCADIA SANTA ANITA TRACT, AS PER MAP RECORDED IN
BOOK 15, PAGES 89 AND 90, OF MISCELLANEOUS RECORDS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF ARCADIA AN EASEMENT FOR PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

DAVY QIAN (OWNER)

NICOLE LU (OWNER)

BENEFICIARY:

AMERICAN CONTINENTAL BANK, BENEFICIARY, UNDER A DEED OF TRUST RECORDED SEPTEMBER 19, 2022, AS DOCUMENT NO. 20220944740 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

PRINT NAME
TITLE

PRINT NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____ MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____ MY COMMISSION EXPIRES: _____

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT WITH 4 RESIDENTIAL CONDOMINIUM UNITS AND 1 COMMERCIAL AIRSPACE UNIT, WHEREBY THE RESIDENTIAL UNITS AND THE COMMERCIAL AIRSPACE LOT WILL HAVE NECESSARY RECIPROCAL ACCESS AND UTILITY EASEMENTS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY _____ DATE _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 82513 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

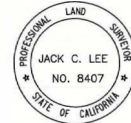
BY _____ DEPUTY _____ DATE _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN OCTOBER, 2018, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NICOLE LU, ON SEPTEMBER 28, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. ALL CENTERLINE MONUMENTS NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

JACK C. LEE, LS 8407

DATE



BASIS OF BEARING NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°00'49"E OF THE CENTERLINE OF FIRST AVENUE, AS SHOWN ON PARCEL MAP NO. 66931 RECORDED IN BOOK 347, PAGES 36 AND 37 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF ARCADIA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE

CITY ENGINEER, CITY OF ARCADIA
KEVIN MERRILL
RCE 73799 EXPIRES: 6-30-2025

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF ARCADIA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE

CITY TREASURER
CITY OF ARCADIA

CITY COUNSEL'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF TRACT NO. 82513 WAS APPROVED AT A MEETING HELD ON THE 26TH DAY OF FEBRUARY, 2019. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

DATE

SECRETARY OF THE PLANNING COMMISSION
CITY OF ARCADIA

FINANCE DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE FEE REQUIRED BY SECTION 9116.4 OF THE MUNICIPAL CODE HAS BEEN PAID TO THE CITY OF ARCADIA.

DATE

FINANCE DIRECTOR - CITY OF ARCADIA

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ARCADIA BY MOTION PASSED ON _____ APPROVED THE ATTACHED MAP AND ACCEPTED THE DEDICATION TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

DATE

CITY CLERK - CITY OF ARCADIA

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

BY

DIEGO G. RIVERA, DEPUTY
L.S. NO. 9742

DATE



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 8, 2021

IN REPLY PLEASE
REFER TO FILE: LD-2

Mr. Philip Wray
City Engineer
City of Arcadia
P.O. Box 60021
Arcadia, CA 91006-6021

Dear Mr. Wray:

TRACT NO 82513

Tract No. 82513 (enclosed) has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

The City Council or Advisory Agency should make the findings required by the California Environmental Quality Act and the Subdivision Map Act.

After your approval and the approval of the City Council or Advisory Agency, the final map should be returned to Los Angeles County Public Works, Land Development Division, for filing with the Registrar-Recorder/County Clerk's office.

If you have any questions, please contact Mr. Max Rodriguez of Public Works, Land Development Division, at (626) 458-4915 or mrodrigue@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

for:

GREG EVEN, PE, MBA
Assistant Deputy Director
Land Development Division

MR:kt

P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - TRACT\TR 82513 CITY LETTER (ARCADIA).DOC

Enc.