

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, November 19, 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。

1. CALL TO ORDER

2. INVOCATION

Pastor Terrence Shay, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE

Gary Brewer, Army Veteran and Arcadia Resident

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation of 71st Annual Arcadia Festival of Bands Proclamation.
- b. Informational update from the San Gabriel Valley Council of Governments Executive Director, Marisa Creter, and Regional Housing Trust Manager Brielle Acevedo.

8. 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.

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

10. CONSENT CALENDAR

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

- a. Regular Meeting Minutes of October 15, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7603 amending the Fiscal Year 2024-25 Capital Improvement Program Budget and authorizing a budget appropriation for the Police Department Cooling Tower Project in the amount of \$213,788.40, offset by a reduction in the Capital Outlay Fund; and contract with Carrier Corporation for refurbishment of the Police Department Cooling Tower in the amount of \$193,798.40.
CEQA: Exempt
Recommended Action: Adopt and Approve
- c. Resolution No. 7604 amending the Fiscal Year 2024-25 Equipment Replacement Budget and authorizing a budget appropriation for the purchase of vehicle outfitting supplies and services in the amount of \$346,153.17, offset by a reduction in the Equipment Fund; and Purchase Order with Black & White Emergency Vehicles, LLC for vehicle outfitting supplies and services in the amount of \$346,153.17.
CEQA: Not a Project
Recommended Action: Adopt and Approve
- d. Professional Services Agreement with Willdan Engineering for Community Development Block Grant (“CDBG”) Housing Rehabilitation Program Management and Administrative Services in the amount of \$49,150, plus a 10% contingency.
CEQA: Not a Project
Recommended Action: Approve
- e. Professional Services Agreement with Friedman Imaging for Records Scanning and Digitization Services in an amount not to exceed \$90,000.
CEQA: Not a Project
Recommended Action: Approve
- f. Professional Services Agreement with Revize, LLC for Website Design and Content Management System Services in an amount not to exceed \$53,900.
CEQA: Not a Project
Recommended Action: Approve
- g. Master Services and Purchasing Agreement with Axon Enterprise, Inc. for Evidence.com and Axon Capture Subscription Services, for a five-year period in an amount not to exceed \$111,329.
CEQA: Not a Project
Recommended Action: Waive the Formal Bid Process and Approve

- h. Extension to the Contract with West Coast Arborists, Inc. for annual tree trimming, tree removal and replacement services in the amount of \$437,080.
CEQA: Not a Project
Recommended Action: Approve
- i. Participation in the Energized Communities Program by Clean Power Alliance.
CEQA: Not a Project
Recommended Action: Approve
- j. Purchase Order with Amazon for equipment and supplies in the amount of \$160,000, with the option to renew for two (2) additional years.
CEQA: Not a Project
Recommended Action: Approve
- k. Change Order to increase the Purchase Order with Ingram for Library materials in the amount of \$75,000.
CEQA: Not a Project
Recommended Action: Approve
- l. City Water and Sewer Rates for Calendar Year 2025.
CEQA: Not a Project
Recommended Action: Receive and File
- m. Accept all work performed by Carrier Corporation for the installation of HVAC Split Systems at the Police Department as complete.
CEQA: Exempt
Recommended Action: Approve
- n. Accept all work performed by Carrier Corporation for the Police Department Chiller Replacement Project as complete.
CEQA: Exempt
Recommended Action: Approve

11. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, December 3, 2024, 7:00 p.m. in the City Council Chambers.

Welcome to the Arcadia City Council Meeting!

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

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

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

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

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

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

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

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

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

欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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



City of Arcadia

PROCLAMATION

WHEREAS, the Arcadia Music Club is proud to sponsor the 71st Annual Arcadia Festival of Bands, the longest running Band Review in the State of California; and

WHEREAS, this year's theme is *Behind the Scenes!* and;

WHEREAS, the annual parade is hosted by the four marching bands of the Arcadia Unified School District – Arcadia High School, Dana Middle School, First Avenue Middle School, and Foothills Middle School; and

WHEREAS, more than 30 high school bands, and over 5,000 student musicians will attend this event and compete in the band review and field show; and

WHEREAS, the Arcadia Festival of Bands is one of the few band competitions in Southern California that consistently attracts the very best in competitors, and is widely considered to be the finest competition of its kind; and

WHEREAS, the Arcadia Festival of Bands will take place on Saturday, November 23, 2024, as a signature event of our community, open to all who love marching bands and music.

NOW, THEREFORE, I, Dr. Michael Cao, Mayor of the City of Arcadia, do hereby proclaim the month of November 2024 as:

ARCADIA FESTIVAL OF BANDS MONTH

and encourage all Arcadia residents to support this outstanding and entertaining Arcadia tradition, as we welcome the marching bands and visitors to our beautiful community.



Dated this
19th Day of November, 2024

Michael Cao

Dr. Michael Cao, Mayor

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, OCTOBER 15, 2024**

1. **CALL TO ORDER** – Mayor Cao called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Council Member Paul Cheng
3. **PLEDGE OF ALLEGIANCE** – Todd Kissel, Army Veteran and Arcadia Resident
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

City Manager Lazzaretto announced that the next City Council meeting is scheduled to occur on the night of the National Election and asked the City Council if they would like to cancel; with no objection from City Council, the November 5, 2024, City Council meeting was cancelled.

6. **PRESENTATIONS**

- a. Video presentation of the City of Arcadia’s Moon Festival with event partners, Arcadia Chinese Association and the Arcadia Chamber of Commerce.

7. **PUBLIC HEARING**

- a. Review of the Business Permit and License Review Board’s denial of the Business License Revocation Appeal for Sphinx Mart located at 142 E. Huntington Drive.
CEQA: Not a Project
Recommended Action: Adopt Resolution No. 7602 denying the appeal and upholding the Business Permit and License Review Board’s decision to revoke the business license for Sphinx Mart located at 142 E. Huntington Drive

Business License Officer Smith and Arcadia Police Detective St. Denis presented the Staff Report and findings

City Attorney Maurer clarified that the Business Permit and License Review Board had reduced the prohibition on reapplying for a Business License from 12 months to 6 months, however, since this is a De Novo public hearing, the City Council has the ability to select the length of revocation to be enacted, if they so choose.

Mayor Cao opened the Public Hearing for this item and invited the Business Owner (Appellant) to address the City Council with any statements.

Negin Yamini, Attorney for the Appellant (business owner of Sphinx Mart), Saad Saadhom, appeared and shared the lessons Mr. Saadhom learned from these incidents; and she requested leniency on the revocation period, reducing it to 6 months or less, as the proceeds from the Sphinx Mart are her client’s primary source of income.

Saad Saadhom, Appellant and business owner of Sphinx Mart, appeared and expressed his love for Arcadia and this Country; he asked the City Council for forgiveness, so that he may continue to provide for his family.

Mayor Cao opened Public Comment for Public Hearing item 7.a.

Susan Guo, Arcadia resident, appeared and expressed her concerns and her previous encounters with the owner of Sphinx Mart, as she was advised that he was selling tobacco to minors; she indicated that she is in support of the City taking action and revoking the Business License for 6 months, however, if he repeats these violations, she recommends that the City permanently revoke his Business License.

Mayor Cao closed Public Comment and proceeded with City Council questions for the Appellant.

Following City Council questions of the Appellant and their attorney, a motion to close the public hearing was made by Mayor Pro Tem Kwan, seconded by Council Member Verlato, and seeing no objection, Mayor Cao declared the Public Hearing closed.

After City Council discussion, a motion was made by Mayor Pro Tem Kwan, seconded by Council Member Verlato, and placed on a roll call vote to adopt Resolution No. 7602, denying the appeal and upholding the decision to revoke the City's business license for Sphinx Mart, and that Sphinx Mart business holder's employees, agents, partners, directors, officers, controlling stockholders, or managers, not be allowed to apply for a new business license in the City of Arcadia for a period of 12 months from the date of this revocation appeal.

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

City Attorney Maurer announced for the record that there is no additional reconsideration of this matter as it was the City Council's final decision adopted by Resolution, as such, the effective date is October 15, 2024.

8. PUBLIC COMMENTS

Robert Bolster, Arcadia resident, appeared and posed a series of questions pertaining to the steps being taken to re-open Wilderness Park.

Sonia Martin, Arcadia resident, appeared and expressed her concerns with the comments made by Lucy Zhang at the last City Council meeting, indicating the allegations made against her were false; and she asked residents to reflect on the Council Member they want to represent them.

Edmund Liu, Arcadia resident, appeared and shared an alleged recording of Council Member Verlato expressing her support for tiny homes in Arcadia, followed by alleged public comments made by David Arvizu and Steven Rhee in support of Council Member Verlato's position; he expressed his view that Council Member Verlato has engaged in a negative campaign tactics that cast first responders in a poor light; he further indicated that without strong support for public safety, crime will likely rise.

Grace Lee, Arcadia resident, appeared and spoke about the joy being a substitute teacher brings her; she indicated that she is an author and a Christian Minister and shared her love of helping people.

Lucy Zhang, Arcadia resident, appeared and spoke about the comments made by Sonia Martin; she stated that Council Member Verlato has a misleading campaign; and asked voters to consider City Council candidates that support Arcadia first responders.

Angela, Arcadia resident, appeared and expressed concerns about Council Member Cheng's campaign rally held on September 21; she indicated that she felt intimidated and bullied when approached by off-duty Police and Firefighters, and fears retaliation.

Belinda Xu, Arcadia Business Owner, appeared and expressed her concerns for child safety for the project at 4217 Live Oak (Elara Project); she indicated that she is a preschool owner on Live Oak, and asked City Council to be mindful of child and community safety in Arcadia.

Ricky Lau, Arcadia resident, appeared and shared his objections to the Elara Project; and he strongly urged the City to reconsider the Project until all concerns are addressed.

Kevin Mak, Arcadia resident, appeared and urged the City Council to improve the tree coverage in the City; he asked the City to remove the Camphor trees and Ash trees and replace them with Chinese flame trees as they have better root structure that may cause less damage to pavement sidewalks.

Jing Tung appeared and voiced her concerns about the Elara project; she urged the Arcadia City Council to work with Los Angeles County to encourage the Developer to be more transparent with the community.

David Fu, Arcadia resident, appeared and commended the City Council for the Resolution passed earlier this year to support Proposition 36 on the November Ballot; and he thanked the City Council for working to make the community safer.

Samuel Blumberg, a combat veteran, appeared and spoke about Council Member Cheng's advocacy for public safety, and asked residents to consider Paul Cheng in the upcoming election.

Susan Guo, Arcadia resident, appeared and shared her concerns that Council Member Verlato's private newsletter contains false statements that distort facts for political gain; and she further indicated that the City's priority should be public safety.

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

Mayor Pro Tem Kwan encouraged everyone to attend the 2024 Los Angeles Lantern Art Expo that runs from October 18 through November 17; and she provided a report on the various events that she attended or will be attending as a representative of the City.

Council Member Verlato invited all to sign-up for her private email newsletter.

Council Member Cheng responded to the allegations made by residents that they felt harassed by off-duty first responders at his campaign rally; he addressed concerns about City finances in light of recent labor negotiations, and stated there is full transparency with City finances; he thanked first responders and veterans that have served for our Country; and he indicated that City Council has received inquiries about the Elara Project and asked for support from the Council to discuss this matter in a Study Session; Mayor Cao and Council Member Wang concurred.

Council Member Wang provided a report on the various events that she attended or will be attending as a representative of the City; she expressed her gratitude to the Arcadia residents that reached out to City Council regarding the Elara Project, and indicated that their voices have been heard.

Mayor Cao provided a report on the various events that he attended or will be attending as a representative of the City; he shared that a Mayor's letter was sent to the Los Angeles County Development Authority and Supervisor Barger's office to share the concerns of Arcadia residents regarding the Elara Project; he shared a news video regarding a series of robberies at various 7-Elevens' and the importance of the City Council supporting initiatives like Proposition 36 that will help protect our community.

CONSENT CALENDAR

- a. Special Meeting Minutes of September 24, 2024, and Special and Regular Meeting Minutes of October 1, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7600 amending Resolution No. 7325, approving certain transfer agreements between the City of Arcadia and the Los Angeles County Flood Control District for the Safe, Clean Water Program – Municipal Program.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7601 approving and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.
CEQA: Not a Project
Recommended Action: Adopt
- d. Professional Services Agreement with Infrastructure Management Services for the Pavement Management Program in the amount of \$75,749, with a 10% contingency.
CEQA: Not a Project
Recommended Action: Approve
- e. Extension to the Professional Services Agreement with ABM Industry Groups, LLC. for Janitorial and Porter Services at various City facilities in an amount not to exceed \$496,682.80.
CEQA: Not a Project
Recommended Action: Approve
- f. Accept all work performed by American Asphalt South, Inc. for the Fiscal Year 2023-24 Annual Slurry Seal Project as complete.
CEQA: Exempt
Recommended Action: Approve
- g. Accept all work performed by R&R Roofing & Waterproofing, Inc. for the Reroof at Various City Facilities Project as complete.
CEQA: Exempt
Recommended Action: Approve
- h. Accept all work performed by Carrier Corporation for the Library Chiller Replacement Project as complete.
CEQA: Exempt
Recommended Action: Approve

- i. Accept all work performed by California Coast Carpet & Flooring for the Fire Station 105 and Fire Station 106 Carpet Replacement Project as complete.

CEQA: Exempt

Recommended Action: Approve

It was moved by Council Member Cheng, seconded by Council Member Wang, and carried on a roll call vote to approve Consent Calendar Items 10.a. through 10.i.

AYES: Cheng, Wang, Kwan, and Cao

NOES: None

ABSENT: Verlato

10. ADJOURNMENT

The City Council adjourned at 9:59 p.m. to Tuesday, November 19, 2024, at 6:00 p.m. in the City Council Conference Room.



Rachelle Arellano
Assistant City Clerk



STAFF REPORT

Public Works Services Department

DATE: November 19, 2024
TO: Honorable Mayor and City Council
FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: RESOLUTION NO. 7603 AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING A BUDGET APPROPRIATION FOR THE POLICE DEPARTMENT COOLING TOWER PROJECT IN THE AMOUNT OF \$213,788.40, OFFSET BY A REDUCTION IN THE CAPITAL OUTLAY FUND; AND CONTRACT WITH CARRIER CORPORATION FOR REFURBISHMENT OF THE POLICE DEPARTMENT COOLING TOWER IN THE AMOUNT OF \$193,798.40
CEQA: Exempt
Recommendation: Adopt and Approve

SUMMARY

On July 27, 2024, the Cooling Tower in the Police Department experienced a catastrophic failure that caused the Heating, Ventilation, and Air Conditioning (“HVAC”) system to stop working. This affected the HVAC for both the Police Department and City Hall. The Public Works Services Department (“PWSD”) issued an Emergency Purchase Order with Carrier Corporation, Inc. for refurbishment of the Cooling Tower and for placement of a temporary Cooling Tower System. The PWSD also had to issue a purchase order for Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy (“Emcor”) to replace a leaking three-way valve, which is the piping that connects the chiller to the cooling tower.

It is recommended that the City Council adopt Resolution No. 7603 amending the Fiscal Year 2024-25 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for the Police Department Cooling Tower Project in the amount of \$213,788.40, offset by a reduction in the Capital Outlay Fund; and approve a contract with Carrier Corporation for the refurbishment of the Police Department Cooling Tower in the amount of \$193,798.40.

BACKGROUND

The Police Department Cooling Tower is responsible for the cooling of the Police Department, lower City Hall, and upper City Hall. The Cooling Tower equipment is the original equipment installed when the Police Department was built. The building is now

19 years old and the HVAC equipment is showing its age. On July 27, 2024, the HVAC System stopped working, and staff found that the Cooling Tower was not resetting. The system was clogged with scale, causing a total failure of operations. To fix the problem, the entire cooling tower needed to be refurbished.

DISCUSSION

To quickly make repairs and get the HVAC back on at the height of the summer months, the PWSD issued an Emergency Purchase Order to Carrier Corporation for the refurbishment of the Cooling Tower. Carrier Corporation also installed a temporary cooling system while the equipment was being delivered. The repairs included removing the failing equipment, properly disposing of the equipment, and installing new components within the Cooling Tower. Furthermore, the PWSD had to issue a purchase order to Emcor to replace a leaking three-way valve, which is the piping that connects the chiller to the Cooling Tower. The Purchase Order with Emcor totaled \$19,990.

Under City Code Section 2846.1, when an emergency occurs, a purchase order can be issued without complying with normal bidding procedures. Following the emergency repairs, a report on the emergency event and work performed are to be provided at a Regular Meeting of the City Council. Based on the factors identified above, it was determined that an emergency situation occurred and that any delay in the HVAC system presented a safety hazard for City staff, especially when the outside temperature was nearly 100 degrees at the time of the failure. As a result, the PWSD issued an Emergency Purchase Order to Carrier Corporation in the amount of \$193,798.40. The purpose of this agenda item is to comply with the requirements to inform the City Council and ratify the purchase order.

ENVIRONMENTAL ANALYSIS

This project is considered a Class 1 exemption as defined in Section 15301(d) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of the repair and maintenance of existing public structures.

FISCAL IMPACT

The total cost for Carrier to refurbish and program the PD Cooling Tower was \$193,798.40. The total cost for Emcor to replace a leaking three-way valve was \$19,990. None of this work was budgeted as part of the Capital Improvement Program Budget for Fiscal Year 2024-25. Therefore, a budget appropriation from the Capital Outlay Fund, in the amount of \$213,788.40, is requested for the Emergency PD Cooling Tower Refurbishment.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7603 amending the Fiscal Year 2024-25 Capital Improvement Program Budget and authorizing a budget appropriation for the Police Department Cooling Tower Project in the amount of \$213,788.40, offset by a reduction in the Capital Outlay Fund; and approve a contract with Carrier Corporation for refurbishment of the Police Department Cooling Tower in the amount of \$193,798.40.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7603

RESOLUTION NO. 7603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING A BUDGET APPROPRIATION FOR THE POLICE DEPARTMENT COOLING TOWER PROJECT IN THE AMOUNT OF \$213,788.40, OFFSET BY A REDUCTION IN THE CAPITAL OUTLAY FUND

WHEREAS, On July 27, 2024, the Cooling Tower in the Police Department experienced a catastrophic failure which caused the Heating, Ventilation, and Air Conditioning (“HVAC”) system to stop working; and

WHEREAS, this affected the HVAC for both the Police Department and City Hall; and

WHEREAS, The Public Works Services Department (“PWSD”) issued an emergency purchase order with Carrier Corporation, Inc. for emergency refurbishment of the Cooling Tower and for placement of a temporary cooling tower system; and

WHEREAS, The PWSD also issued an emergency PO for Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy (“Emcor”) to replace a leaking three-way valve which is the piping that connects the chiller to the cooling tower; and

WHEREAS, the total to cost for Carrier to refurbish and program the PD Cooling Tower was \$193,798.40; and

WHEREAS, the total cost for Emcor to replace a leaking three-way valve which is the piping that connects the chiller to the cooling tower was \$19,990; and

WHEREAS, this was not budgeted as part of the Capital Improvement Program Budget for Fiscal Year 2024-25; and

WHEREAS, a budget appropriation in the amount of \$213,788.40 is needed for

the Emergency PD Colling Tower Refurbishment.

WHEREAS, the budget appropriation will be offset by a reduction in the Capital Outlay Fund; and

WHEREAS, the City Manager has certified that there are sufficient reserves in the Capital Outlay Fund;

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

SECTION 1. The sum of Two Hundred Thirteen Thousand, Seven Hundred Eighty-Eight Dollars and Forty Cents (\$213,788.40) is hereby appropriated in the Capital Improvement Program Budget for the foregoing purposes, offset with an equal reduction in the Capital Outlay Fund.

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

[SIGNATURES ON THE NEXT PAGE]

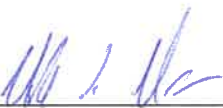
Passed, approved, and adopted this 19th day of November, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Public Works Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7604 AMENDING THE FISCAL YEAR 2024-25 EQUIPMENT REPLACEMENT BUDGET AND AUTHORIZING A BUDGET APPROPRIATION FOR THE PURCHASE OF VEHICLE OUTFITTING SUPPLIES AND SERVICES IN THE AMOUNT OF \$346,153.17, OFFSET BY A REDUCTION IN THE EQUIPMENT FUND; AND PURCHASE ORDER WITH BLACK & WHITE EMERGENCY VEHICLES, LLC FOR VEHICLE OUTFITTING SUPPLIES AND SERVICES IN THE AMOUNT OF \$346,153.17

CEQA: Not a Project
Recommendation: Adopt and Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for outfitting new vehicles with safety lighting, radio communication systems, and other specialty equipment. To ensure that the City is receiving the most competitive price for outfitting supplies and services, the PWSD conducted a formal bid for outfitting new vehicles. On May 7, 2024, the City Council approved a purchase order with Black & White Emergency Vehicles, LLC, with the option of three one-year renewals for annual outfitting of City vehicles. The purchase order covered the outfitting for five Ford Explorer Police Patrol vehicles. Due to manufacturer delays and persistent supply chain issues, the PWSD was delayed in purchasing 14 vehicles for the Police Department. In August 2024, the PWSD was able to secure the purchase and delivery of six police pursuit vehicles and three detective vehicles, which all need to be outfitted. Furthermore, the PWSD plans on purchasing five more vehicles for the Police Department. These vehicles will also require outfitting supplies and services.

It is recommended that the City Council adopt Resolution No. 7604 amending the Fiscal Year 2024-25 Equipment Replacement Budget and authorizing a budget appropriation for the purchase of vehicle outfitting supplies and services in the amount of \$346,153.17, offset by a reduction in the Equipment Fund; and approve a Purchase Order with Black & White Emergency Vehicles, LLC for vehicle outfitting supplies and services in the amount of \$346,153.17.

BACKGROUND

The PWSD is responsible for the purchase of fleet vehicles listed in the City's annual Equipment Replacement Plan. When new police pursuit vehicles, service trucks, and miscellaneous vehicles are purchased, they are sent to an outside vendor for vehicle outfitting, which includes the installation of safety lighting, radio communication systems, and other specialty equipment. Police pursuit vehicles are outfitted with a prisoner seat, acrylic partition, push bar, gun mounts, and lights and sirens. The service trucks and other miscellaneous vehicles are sent to the vendor to be equipped with safety lights and a two-way radio. After the vendor has installed all outfitting equipment, the vehicle is placed in service.

To ensure that the City is receiving the most competitive price for outfitting supplies and services, the PWSD conducted a formal bid for the outfitting of five Ford Explorer Police Patrol units. Black & White Emergency Vehicles, LLC submitted the lowest responsive bid. On May 7, 2024, the City Council approved a purchase order with Black & White Emergency Vehicles, LLC for the purchase of vehicle outfitting supplies and services, in the amount of \$142,695.86. This Purchase Order was issued specifically for five Ford Explorer Police Patrol vehicles, which were delivered to the PWSD earlier in the year. Once these five units are outfitted, they will be placed into service with the Police Department. Due to manufacturer delays and persistent supply chain issues, the PWSD had difficulty purchasing police pursuit vehicles, resulting in a backlog of 14 needed vehicles. In August 2024, the PWSD received notification that six Chevrolet Tahoe Police Patrol vehicles and three detective vehicles were available. The PWSD quickly secured the purchase and delivery of these police vehicles. The PWSD did not anticipate purchasing these police pursuit vehicles for another year, and therefore, there is no current budget appropriation for these services. Now that the PWSD has these vehicles, they require outfitting supplies and services. Furthermore, there are five police vehicles that still need to be purchased that the PWSD believes can be procured very soon. These vehicles will also require outfitting services, which will be included as part of this Purchase Order.

DISCUSSION

After a prolonged delay in obtaining vehicles for the Police Department, the recent and unanticipated arrival of six Chevrolet Tahoe Police Patrol vehicles and three detective vehicles require outfitting services. These vehicles are currently at the Public Works Services Yard and are ready to be sent to the vendor for outfitting. The PWSD also plans on purchasing an additional five vehicles for the Police Department (three police pursuit vehicles, one Sport Utility Vehicle for the Operations Division Captain, and one detective vehicle). In total, there are 14 Police Department vehicles that need to be outfitted before being placed in service.

The total cost to outfit the 14 Police Department vehicles is \$324,153.17. It is also estimated that approximately \$22,000 will be needed to cover the replacement costs of broken or damaged outfitting supplies. Therefore, a budget appropriation in the amount of \$346,153.17 is needed for the new Purchase Order with Black & White Emergency Vehicles, LLC. The table below provides the breakdown of outfitting costs per build type and sums up the proposed Purchase Order:

OUTFITTING BUILD	QUANTITY	COST / UNIT	TOTAL
Chevrolet Tahoe - K9	2	\$31,362.75	\$62,725.50
Chevrolet Tahoe - Sergeant	2	\$36,569.11	\$73,138.22
Chevrolet Tahoe - Patrol	5	\$27,813.90	\$139,069.50
Kia Telluride - Detective	1	\$7,033.35	\$7,033.35
Miscellaneous - Detective	4	\$10,546.65	\$42,186.60
Equipment Replacement	-	-	\$22,000.00
			\$346,153.17

Since Black & White Emergency Vehicles, LLC was identified as the lowest responsive bidder when the formal bid process was conducted, the City is able to award a purchase order to Black & White Emergency Vehicles, LLC to outfit 14 vehicles. Black & White Emergency Vehicles, LLC has consistently provided excellent services for outfitting supplies and services. The PWS staff has also confirmed with the vendor that they have the ability and capacity to promptly outfit the remaining vehicles.

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 cost to outfit 14 vehicles for the Police Department is \$324,153.17, including approximately \$22,000 that will be needed to replace broken or damaged outfitting supplies. Thus, a supplemental budget appropriation of \$346,153.17 is needed for the additional purchase of vehicle outfitting supplies and services. Sufficient funds are available in the Equipment Fund for these purchases, which were originally anticipated in prior and future Fiscal Years.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); adopt Resolution No. 7604 amending the Fiscal Year 2024-25 Equipment Replacement Budget and authorizing a budget appropriation for the purchase of vehicle outfitting supplies and services in the amount of \$346,153.17, offset by a reduction in the Equipment Fund; and approve a Purchase Order with Black & White Emergency Vehicles, LLC for vehicle outfitting supplies and services in the amount of \$346,153.17.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7604
Black & White Emergency Vehicles, LLC Quotes

RESOLUTION NO. 7604

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 EQUIPMENT REPLACEMENT BUDGET AND AUTHORIZING A BUDGET APPROPRIATION FOR THE PURCHASE OF VEHICLE OUTFITTING SUPPLIES AND SERVICES IN THE AMOUNT OF \$346,153.17, OFFSET BY A REDUCTION IN THE EQUIPMENT FUND

WHEREAS, the Fiscal Year 2024-25 Equipment Replacement Fund provides \$109,300 for the purchase of outfitting supplies and services for the Police Department; and

WHEREAS, the cost to outfit five recently delivered Ford Explorer Police Patrol vehicles has fully utilized the available outfitting budget in the Fiscal Year 2024-25 Equipment Replacement Fund; and

WHEREAS, the total amount of \$346,153.17 is needed for the outfitting of fourteen Police Department patrol and detective vehicles; and

WHEREAS, an amendment to the Fiscal Year 2024-25 Equipment Replacement Program Budget authorizing a budget appropriation in the amount of \$346,153.17 is needed for the outfitting of Police Department vehicles; and

WHEREAS, the budget appropriation will be offset by a reduction in the Equipment Fund; and

WHEREAS, the City Manager has certified that there are sufficient reserves in the Equipment Fund;

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

SECTION 1. The sum of Three Hundred Forty-Six Thousand, One Hundred Fifty-

Three Dollars and Seventeen Cents (\$346,153.17) is hereby appropriated in the Equipment Replacement Program Budget for the foregoing purposes, offset with an equal reduction in the Equipment Fund.

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


Passed, approved, and adopted this 19th day of November, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
9/4/2024	2437

Name / Address
<p>City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066</p>

Ship To
<p>City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066</p>

Customer	Terms
K9 Tahoe	Net 30

Item	Description	Qty	Rate	Total
ALGT53J-PILC	Allegiant 53 Inch Red/Blue with Red/Clear/Blue Domes	1	1,779.40	1,779.40T
HKB-TAH21-HP	Hook Kit Mount	1	0.00	0.00T
PF200S17B	Pathfinder 17 Button	1	1,268.40	1,268.40T
OBDCABLE20-GMCAN	20-ft OBDII Interface cable, for 2021+ Chevrolet Tahoe	1	154.50	154.50T
EXPMOD-2	Rear Expansion Module, (18) solid-state programmable relay outputs, (16) 7.5 A Flashing outputs and (2) 20 A control outputs	1	583.50	583.50T
EXPMOD24	24-Channel Expansion Module	1	309.00	309.00T
EXPHARN05	Rear Taillight Connection wire Harness for use with rear expansion module, Chevrolet Tahoe, 2021+	1	175.00	175.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	1	0.00	0.00T
RBKIT2-COMPACT	Pair of Rumbler Compact Low Frequency Speakers for use with Integrated Rumbler Capability	1	526.50	526.50T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White	6	153.70	922.20T
MPSM6-TA21RS	Pair of Spoiler Brackets, each Bracket holds (3) MPS6U lights, Chevrolet Tahoe, 2021-2022	1	182.85	182.85T
MPS63U-RBA	Micro Plus Ultra 6, Tri-Color Clear Lens Surface Mount R/B/A	6	153.70	922.20T
MPSMW9-TAH21MIR	Pair of Side Mirror Brackets, holds (1) MPSW9 light, Chevrolet Tahoe 2022	1	50.88	50.88T
MPSW9-RB	Micropulse Wide Angle Red/Blue Under Mirror	2	210.00	420.00T
416900Z-RB	Corner LED Red/Blue	2	79.50	159.00T
COM3SRWC	Commander 3" Compartment Light Red/White	4	73.00	292.00T
RSALD	SPST 16 amp 12v LED Rocker Switch Amber	1	3.75	3.75T
BK0802TAH21	PB450L4 Aluminum Bumper Micropulse Ultra	1	1,253.42	1,253.42T
CK2393TAH21-10	K-9 Full Containment Insert 21-23 Tahoe	1	3,856.04	3,856.04T

<p>Quotes are subject to change and are Valid for 30 Days</p> <p>Signature</p>	Subtotal
	Sales Tax (10.25%)
	Total



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
9/4/2024	2437

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
K9 Tahoe	Net 30

Item	Description	Qty	Rate	Total
EK0689TAH00	Maxi Thin Fan 10" 00-23 Tahoe	1	413.67	413.67T
WK0040TAH21	Window Barrier Steel 3 Piece Set for 2024 Chevy Tahoe Rear Cargo	1	479.22	479.22T
CC-21TH-1008-OS	2024 Chevy Tahoe 18" Wide Body Console With Open Storage	1	677.16	677.16T
AC-TB-ARMMNT-58	Console Mounted Height Adjustable Swivel Arm Rest	1	172.53	172.53T
AC-INBHG	Troy 4" Internal Dual Cup Holder	1	51.84	51.84T
CM-21TH-SL-C	2023 Chevy Tahoe Passenger Seat Computer Mount With Rotating Slide Arm	1	737.91	737.91T
AC-DUALUSB	Dual USB Plug for Troy Face Plates	2	44.55	89.10T
475-0023	Gun Rack - Single Weapon, Trunk Mounted (GR4-AR-BLM-UTM)	2	414.10	828.20T
PWAT-119-GPSD-IP-D8500	Panorama Antenna Kit: Includes Multi-Element Antenna Tri-Band 2-Way Radio, Wi-Fi, GPS for Motorola APX 8500	1	631.50	631.50T
CH27.1.20/L2	27 Circuits W/ Modular Smart Start Timer and L2 Bracket for Chevy Tahoe/Suburban with 20ft Long Output Wires	1	725.00	725.00T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	320.00	320.00T
MMSU-1	Magnetic Mic Single Unit	2	36.75	73.50T
GM-65/8	Goldwood Sound 100 Watt 8ohm Sealed 5.25" Speaker Midrange Black (GM-65/8)	2	27.80	55.60T
FULL,BUILD	Installation of all Emergency Equipment and K9 Hot N Pop System into a 2024 Chevy Tahoe K9 Unit.	55	100.00	5,500.00

<p>Quotes are subject to change and are Valid for 30 Days</p> <p>Signature</p>	Subtotal
	Sales Tax (10.25%)
	Total



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
9/4/2024	2437

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
K9 Tahoe	Net 30

Item	Description	Qty	Rate	Total
HP-5020	K9 Hot-N-Pop Pro Temperature Alarm & Door Opening System. Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster	1	2,028.55	2,028.55T
AWD-7040	AceWatchDog for use with Pro Alarm System.	1	1,303.55	1,303.55T
CP-GB4818-PB	48" W x 33" L x 18" H w/PB lock, 2 DL locking handles. Carpet top.		2,012.31	2,012.31T

Quotes are subject to change and are Valid for 30 Days Signature _____	Subtotal	\$28,958.28
	Sales Tax (10.25%)	\$2,404.47
	Total	\$31,362.75



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
8/29/2024	2435

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Sgt Tahoe	Net 30

Item	Description	Qty	Rate	Total
ALGT53J-PILC	Allegiant 53 Inch Red/Blue with Red/Clear/Blue Domes	1	1,779.40	1,779.40T
HKB-TAH21-HP	Hook Kit Mount	1	0.00	0.00T
PF200S17B	Pathfinder 17 Button	1	1,268.40	1,268.40T
OBDCABLE20-GMCAN	20-ft OBDII Interface cable, for 2021+ Chevrolet Tahoe	1	154.50	154.50T
EXPMOD-2	Rear Expansion Module, (18) solid-state programmable relay outputs, (16) 7.5 A Flashing outputs and (2) 20 A control outputs	1	583.50	583.50T
EXPMOD24	24-Channel Expansion Module	1	309.00	309.00T
EXPHARN05	Rear Taillight Connection wire Harness for use with rear expansion module, Chevrolet Tahoe, 2021+	1	175.00	175.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	1	0.00	0.00T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White	6	153.70	922.20T
MPSM6-TA21RS	Pair of Spoiler Brackets, each Bracket holds (3) MPS6U lights, Chevrolet Tahoe, 2021-2022	1	182.85	182.85T
MPS63U-RBA	Micro Plus Ultra 6, Tri-Color Clear Lens Surface Mount R/B/A	6	153.70	922.20T
MPSMW9-TAH21MIR	Pair of Side Mirror Brackets, holds (1) MPSW9 light, Chevrolet Tahoe 2022	1	50.88	50.88T
MPSW9-RB	Micropulse Wide Angle Red/Blue Under Mirror	2	210.00	420.00T
416900Z-RB	Corner LED Red/Blue	2	79.50	159.00T
COM3SRWC	Commander 3" Compartment Light Red/White	2	73.00	146.00T
RSALD	SPST 16 amp 12v LED Rocker Switch Amber	1	3.75	3.75T
BK0802TAH21	PB450L4 Aluminum Bumper Micropulse Ultra	1	1,253.42	1,253.42T
AS-CP-3D44-2TV-WBM	44"W x 22"L x 23.5"H Command Post Assembly w/ 3 Storage Drawers, 10" Face Plate Room, Driver Side Pop-up White Board, Passenger Side Map Drawer, and Dual 24" Dell Screen Module.	1	8,359.20	8,359.20T

<p>Quotes are subject to change and are Valid for 30 Days</p> <p>Signature</p>	Subtotal
	Sales Tax (10.25%)
	Total



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
8/29/2024	2435

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Sgt Tahoe	Net 30

Item	Description	Qty	Rate	Total
CC-21TH-1008-OS	2024 Chevy Tahoe 18" Wide Body Console With Open Storage	1	677.16	677.16T
AC-TB-ARMMNT-58	Console Mounted Height Adjustable Swivel Arm Rest	1	172.53	172.53T
AC-INBHG	Troy 4" Internal Dual Cup Holder	1	51.84	51.84T
CM-21TH-SL-C	2023 Chevy Tahoe Passenger Seat Computer Mount With Rotating Slide Arm	1	737.91	737.91T
AC-DUALUSB	Dual USB Plug for Troy Face Plates	2	44.55	89.10T
475-0849	Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR3-AR-870-XTRD-GL3XL)	1	801.47	801.47T
PWAT-119-GPSD-IP-D8500	Panorama Antenna Kit: Includes Multi-Element Antenna Tri-Band 2-Way Radio, Wi-Fi, GPS for Motorola APX 8500	1	631.50	631.50T
P2418HT	Dell 23.8" Touch Monitor 1920x1080 LED-LIT	2	470.75	941.50T
PV1800HF	Tripp Lite PV1800HF Compact Inverter 1800W 12V DC to AC 120V 5-15R 4 Outlet	1	449.99	449.99T
APSRM4	Tripp Lite APSRM4 Remote Control for Inverter / Charger APS / PV models w/ RJ45	1	207.12	207.12T
7850	Blue Sea 7850 Sure Eject 15A 120VAC	1	553.73	553.73T
Misc	LiTime 12v 300ah Lithium Battery	1	863.99	863.99T
Misc	Panel Mount HDMI Port	1	11.86	11.86T
Misc	LifePo4 Battery Charger for Lithium Batteries	1	105.59	105.59T
Misc	HDMI Cable 3M	2	28.52	57.04T
Misc	HDMI Matrix 4x2 Switch Splitter	1	51.60	51.60T
Misc	HDMI Cable 1M	2	23.78	47.56T
Misc	HDMI Cable 20 Feet	1	22.39	22.39T
CUSTBOX	Custom Built Gun/Storage Box	1	3,200.00	3,200.00T

Signature	Quotes are subject to change and are Valid for 30 Days	Subtotal
		Sales Tax (10.25%)
		Total



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
8/29/2024	2435

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Sgt Tahoe	Net 30

Item	Description	Qty	Rate	Total
CH27.1.20/L2	27 Circuits W/ Modular Smart Start Timer and L2 Bracket for Chevy Tahoe/Suburban with 20ft Long Output Wires	1	725.00	725.00T
4703-100B	Thermal Circuit Breaker 100A Surface Mount	2	30.35	60.70T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	320.00	320.00T
MMSU-1	Magnetic Mic Single Unit	4	36.75	147.00T
GM-65/8	Goldwood Sound 100 Watt 8ohm Sealed 5.25" Speaker Midrange Black (GM-65/8)	4	27.80	111.20T
FULL,BUILD	Installation of all Emergency Equipment and Camera System into a 2024 Chevy Tahoe Sergeant's Vehicle	60	100.00	6,000.00

Quotes are subject to change and are Valid for 30 Days Signature _____	Subtotal	\$33,727.08
	Sales Tax (10.25%)	\$2,842.03
	Total	\$36,569.11



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
9/5/2024	2439

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Patrol Tahoe	Net 30

Item	Description	Qty	Rate	Total
ALGT53J-PILC	Allegiant 53 Inch Red/Blue with Red/Clear/Blue Domes	1	1,779.40	1,779.40T
HKB-TAH21-HP	Hook Kit Mount	1	0.00	0.00T
PF200S17B	Pathfinder 17 Button	1	1,268.40	1,268.40T
OBDCABLE20-GMCAN	20-ft OBDII Interface cable, for 2021+ Chevrolet Tahoe	1	154.50	154.50T
EXPMOD-2	Rear Expansion Module, (18) solid-state programmable relay outputs, (16) 7.5 A Flashing outputs and (2) 20 A control outputs	1	583.50	583.50T
EXPMOD24	24-Channel Expansion Module	1	309.00	309.00T
EXPHARN05	Rear Taillight Connection wire Harness for use with rear expansion module, Chevrolet Tahoe, 2021+	1	175.00	175.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	1	0.00	0.00T
RBKIT2-COMPACT	Pair of Rumbler Compact Low Frequency Speakers for use with Integrated Rumbler Capability	1	526.50	526.50T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White	6	153.70	922.20T
MPSM6-TA21RS	Pair of Spoiler Brackets, each Bracket holds (3) MPS6U lights, Chevrolet Tahoe, 2021-2022	1	182.85	182.85T
MPS63U-RBA	Micro Plus Ultra 6, Tri-Color Clear Lens Surface Mount R/B/A	6	153.70	922.20T
MPSMW9-TAH21MIR	Pair of Side Mirror Brackets, holds (1) MPSW9 light, Chevrolet Tahoe 2022	1	50.88	50.88T
MPSW9-RB	Micropulse Wide Angle Red/Blue Under Mirror	2	210.00	420.00T
416900Z-RB	Corner LED Red/Blue	2	79.50	159.00T
COM3SRWC	Commander 3" Compartment Light Red/White	2	73.00	146.00T
RSALD	SPST 16 amp 12v LED Rocker Switch Amber	1	3.75	3.75T
BK0802TAH21	PB450L4 Aluminum Bumper Micropulse Ultra	1	1,253.42	1,253.42T
CC-21TH-1008-OS	2024 Chevy Tahoe 18" Wide Body Console With Open Storage	1	677.16	677.16T

<p>Quotes are subject to change and are Valid for 30 Days</p> <p>Signature</p>	Subtotal
	Sales Tax (10.25%)
	Total



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
9/5/2024	2439

Name / Address
<p>City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066</p>

Ship To
<p>City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066</p>

Customer	Terms
Patrol Tahoe	Net 30

Item	Description	Qty	Rate	Total
AC-TB-ARMMNT-58	Console Mounted Height Adjustable Swivel Arm Rest	1	172.53	172.53T
AC-INBHG	Troy 4" Internal Dual Cup Holder	1	51.84	51.84T
CM-21TH-SL-C	2023 Chevy Tahoe Passenger Seat Computer Mount With Rotating Slide Arm	1	737.91	737.91T
EM-21TH-CRGDCK-SSTK-2...	2021+ Chevy Tahoe Electronics Mounting Cargo Deck System With Draw Latch Handles	1	2,740.50	2,740.50T
PS-21TH-OS-SC	2021+ Chevy Tahoe Single Cell Kit Officer Safe Seat Belt System and Cargo Partition.	1	2,587.03	2,587.03T
WS-21TH-HATCH	2022+ Tahoe Hatch Window Screen, Square-Hole Punched	1	166.86	166.86T
WG-21TH-PL-SET	2021+ Chevy Tahoe Driver & Passenger Side Poly Window Guards	1	327.30	327.30T
AC-DUALUSB	Dual USB Plug for Troy Face Plates	2	44.55	89.10T
475-0849	Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR3-AR-870-XTRD-GL3XL)	1	801.47	801.47T
PWAT-119-GPSD-IP-D8500	Panorama Antenna Kit: Includes Multi-Element Antenna Tri-Band 2-Way Radio, Wi-Fi, GPS for Motorola APX 8500	1	631.50	631.50T
CH27.1.20/L2	27 Circuits W/ Modular Smart Start Timer and L2 Bracket for Chevy Tahoe/Suburban with 20ft Long Output Wires	1	725.00	725.00T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	280.00	280.00T
MMSU-1	Magnetic Mic Single Unit	2	36.75	73.50T
GM-65/8	Goldwood Sound 100 Watt 8ohm Sealed 5.25" Speaker Midrange Black (GM-65/8)	2	27.80	55.60T
FULL,BUILD	Installation of all Emergency Equipment into a Patrol Unit.	52	100.00	5,200.00
SB-ECO473712-T	Eco Line Aluminum Storage Box 47"x36"x12"	1	1,537.57	1,537.57T

<p>Quotes are subject to change and are Valid for 30 Days</p> <p>Signature _____</p>	Subtotal	\$25,711.47
	Sales Tax (10.25%)	\$2,102.43
	Total	\$27,813.90



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
9/5/2024	2438

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
KIA Telluride	Net 30

Item	Description	Qty	Rate	Total
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	304.49	304.49T
ESB-U	Universal Siren Speaker Bracket for ES100	1	38.96	38.96T
416900Z-RB	Corner LED Red/Blue- Front Corners	2	79.50	159.00T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White-Grill Lights	2	148.40	296.80T
MPSM6U-WIN	MicroPulse 6 Adhesive Mount Kit- Front Windshield	2	51.00	102.00T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White-Front Windshield	1	148.40	148.40T
MPSM6-LB	Generic L-Bracket For (1) MPS6U Light- Grill	2	14.87	29.74T
416900Z-RB	Corner LED Red/Blue- Rear Corner	2	79.50	159.00T
UN3500K	Undercover Rotary Switch	1	236.40	236.40T
C-4014	Storm Siren Rev. 2	1	275.00	275.00T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White-Side Windows	2	148.40	296.80T
MPSM6U-WIN	MicroPulse 6 Adhesive Mount Kit- Side Windows	2	51.00	102.00T
MPS63U-RBW	Micro Pulse Ultra 6 Tri-Color 18 LEDs Red/Blue/White-Rear Windows	2	148.40	296.80T
MPSM6U-WIN	MicroPulse 6 Adhesive Mount Kit- Rear Windows	2	51.00	102.00T
6001-3001B	New Top Hat Timers	1	170.40	170.40T
8028B	Screw Terminal Fuse Block 6 Circuit W/Cover and Blown Fuse Indicator.	1	22.58	22.58T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	160.00	160.00T
UNDERCOVER,BUILD	Installation of Emergency Equipment into an Undercover Vehicle- 2024 KIA Telluride	1	3,000.00	3,000.00
7125-7413	Top Loader Gun Box 41.5"W x 10"D x 8"H	1	758.00	758.00T

Quotes are subject to change and are Valid for 30 Days Signature _____	Subtotal	\$6,658.37
	Sales Tax (10.25%)	\$374.98
	Total	\$7,033.35



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/26/2024	2337

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Detective Build	Net 30

Item	Description	Qty	Rate	Total
SIFMJS-FPIU20-P3	SpectraLux ILS Low Profile Red/White/Blue 2020 Ford Utility	1	900.90	900.90T
SIFMJH-FPIU20-P3	SpectraLux ILS Rear Low Profile Red/Amber/Blue 2020 Ford Utility	1	900.90	900.90T
PF200H	Federal Signal Siren/ Light Controller with Handheld controller/microphone 100/200 W, OBDII integration capability, integrated Rumbler capability and integrated dual-tone capability.	1	1,068.60	1,068.60T
OBDCABLE25-2	25FT OBDII Interface Cable for 2020-2021+ Ford PIU	1	130.00	130.00T
EXPMOD24	24-Channel Expansion Module	1	260.00	260.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	263.89	263.89T
ESB-U	Universal Siren Speaker Bracket for ES100	1	33.76	33.76T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	1	0.00	0.00T
416900Z-RB	Corner LED Red/Blue	4	68.90	275.60T
416900-VHB	No Drill Mount for Ford Utility	1	15.11	15.11T
MPS62U-RB	Micropulse Dual Color Red / Blue	4	115.70	462.80T
MPSW9-RB	Micropulse Wide Angle Red/Blue Under Mirror	2	218.63	437.26T
MPSMW9-FPIU20MIR	Side Under Mirror Brackets 2020-2022 Ford PIU	1	32.60	32.60T
MPSM6U-FPIU20SMW	Kit of 2 20 Degree Rubber Mounting Wedges. 2020+ Ford Utility Mirrors	1	14.31	14.31T
SRUS-ERUN-RBW	60 in Elite Runner Light, Triple Color RBW w/White Override	2	360.10	720.20T
4703-100B	Thermal Circuit Breaker 100A Surface Mount	1	30.35	30.35T
6001-3001B	New Top Hat Timers	1	162.60	162.60T
8028B	Screw Terminal Fuse Block 6 Circuit W/Cover and Blown Fuse Indicator.	1	22.58	22.58T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	200.00	200.00T

Signature	Quotes are subject to change and are Valid for 30 Days	Subtotal
		Sales Tax (10.25%)
		Total



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/26/2024	2337

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Detective Build	Net 30

Item	Description	Qty	Rate	Total
Shop Labor	Installation of emergency lighting and equipment into vehicle.	30	100.00	3,000.00
PWAT-119-GPSD-IP-D8500	Panorama Antenna Kit: Includes Multi-Element Antenna Tri-Band 2-Way Radio, Wi-Fi, GPS for Motorola APX 8500	1	631.50	631.50T
MMSU-1	Magnetic Mic Single Unit	1	32.64	32.64T
WINDOWTNT	Window Tint	1	275.00	275.00

Quotes are subject to change and are Valid for 30 Days Signature _____	Subtotal	\$9,870.60
	Sales Tax (10.25%)	\$676.05
	Total	\$10,546.65

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Jeramie Brogan, Management Analyst

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) HOUSING REHABILITATION PROGRAM MANAGEMENT AND ADMINISTRATIVE SERVICES IN THE AMOUNT OF \$49,150, PLUS A 10% CONTINGENCY
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City receives Community Development Block Grant funds each year to administer the Housing Rehabilitation Program (“Home Improvement Program”), which provides grants for qualifying improvements to low- and moderate-income homeowners. The City’s current Home Improvement Program consultant announced her retirement and, on July 25, 2024, a Request for Proposals (“RFP”) was issued and sent to 11 consultants with experience in administering such programs.

Based on the evaluated proposals received, it is recommended that the City Council approve, authorize and direct the City Manager to execute, a Professional Services Agreement with Willdan Engineering (“Willdan”) for Community Development Block Grant (“CDBG”) Housing Rehabilitation Program Management and Administrative Services in the amount of \$49,150, plus a 10% contingency. The Agreement includes an option for three, one-year contract renewals at the sole discretion of the City Manager without requiring any further approvals from the City Council, provided that the pricing structure and other details remain within inflationary norms.

BACKGROUND

The City receives CDBG funds each year through the Los Angeles County Development Authority (“LACDA”). These funds are used for programs and projects that benefit low- and moderate-income residents. The City Council approves the objectives and projects for the use of CDBG funds each year.

The funding and projects for Fiscal Year 2024-25 were approved by the City Council on January 16, 2024. A significant portion of the CDBG funds the City receives each year are allocated to the Home Improvement Program. The Home Improvement program provides grants of up to \$25,000 to owner-occupants of single-family residences, and \$20,000 for townhomes and condominiums, for eligible improvements for low- and moderate-income homeowners. Typical improvements and repairs include exterior painting, roof replacement, modifications to accommodate disabilities and special needs, energy-efficiency improvements, replacement of windows, termite damage repair work, new air-conditioning units and water heaters, and plumbing work. These improvements enhance the livability of the home, and help preserve the value of the subject property and the surrounding neighborhood by avoiding blight.

For Fiscal Year 2024-25, the Home Improvement Program allocation totals \$370,056. A maximum of 20% of the HIP funding may be used for program administration (approximately \$74,000 for FY 2024-25). The reporting requirements and income verification portions of this program are very challenging and time consuming. For this reason, majority of the administrative funds are used to contract with a program consultant who understands the processes and policies of the CDBG program and can work closely with applicants. The vetting process for eligibility alone is a time-consuming process, as up to 50% of those who apply for the program do not ultimately qualify.

The City’s current consultant, Beatrice Picon, has administered this program for Arcadia for over 10 years and recently announced her retirement, prompting the search for a new consultant. The consultant works approximately 11 hours per week, with a goal of completing 10-to-12 Home Improvement Program projects each year.

DISCUSSION

The Development Services Department solicited proposals for a new Home Improvement Program consultant, one that could bring valuable expertise in broader CDBG program management and administration. The RFP was issued on July 25, 2024, and sent to 11 consultants with experience administering and managing housing rehabilitation and CDBG programs. A Notice Inviting Proposals was published in accordance with City Council Resolution No. 7483 and published in the Arcadia Weekly.

The City received three proposals from the following consultants in response to the RFP:

Consultant	Location	Proposed Cost Proposal*
Willdan Engineering	City of Industry, CA (Local office)	Hourly Rate: \$120-\$135+ (Varies based upon staff member assigned to task)
Housing Programs	Menifee, CA	Hourly Rate: \$100

Sandra Medrano (Sole proprietor)	Hacienda Heights, CA	Hourly Rate: \$90
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*Regardless of the proposed hourly rate, consultant costs shall not exceed the 20% CDBG administrative cap (\$74,000 for Fiscal Year 24-25)

Proposals were evaluated based upon the following criteria: thoroughness and understanding of the scope of work, related experience, references, proposal quality, and the cost proposal. The proposal review committee evaluated all proposals and conducted interviews, after which, the committee selected Willdan as the top choice to perform the requested services. They provided a quality proposal that showed a strong understanding of the needs of the City and an understanding of CDBG programs, in general. Willdan has over 25 years of experience in the administration of federal and state Community Development grants and has assisted many neighboring cities in this work. Willdan also has a broad range of experienced employees in a number of fields, which will help the City pivot if the program focus changes over time.

The structure of the cost proposals varied, as consultants will typically bill at an hourly rate per task but can also bill on a per project basis (i.e. per case file), or an annual not-to exceed total. Despite these options, the most effective way to compare consultants in this case is based on their hourly rate. Although Willdan proposed the highest hourly rates of the three proposals, they provide a full range of CDBG services, offering the flexibility and expertise needed to adapt to any shifts in program focus, which is of particular importance to the City at this time. The other consultants are more limited in their scope, with less ability to work on a variety of projects and provide the same overall value. Also, it is important to note that there is an administrative cap placed on all CDBG projects each year that cannot be exceeded, regardless of the hourly rate of the consultant.

Under the proposed Agreement, Willdan will manage all aspects of the Home Improvement Program and perform the related administrative tasks at a prorated rate of \$49,150 for Fiscal Year 2024-25. The consultant expenditures will be reimbursed using grant funds and will not exceed the 20% administrative cap allowed under the CDBG program.

ENVIRONMENTAL ANALYSIS

This 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 proposed Agreement includes a not-to-exceed amount of \$49,150 for Fiscal Year 2024-25. A 10% contingency was added to the contract should the consultant be able to complete additional tasks during the contract term. It also includes up to three, one-year renewals for each additional year the contract is renewed; however, it is expected that the contract amount will change next year due to the delayed start for Fiscal Year 2024-25. A full year of service is expected to utilize the entire 20% administrative cap.

The City’s annual CDBG program allocation will continue funding 100% of the cost of this contract as well as approximately \$8,000 annually, towards the salary and benefits of one City staff member to assist with program administration and oversight.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve, authorize and direct the City Manager to execute, a Professional Services Agreement with Willdan Engineering for Community Development Block Grant (“CDBG”) Housing Rehabilitation Program Management and Administrative Services in the amount of \$49,150, plus a 10% contingency, including three optional one-year extensions. It is further recommended that the City Council authorize the City Manager, at their sole discretion without requiring any further approvals from the City Council, to approve any desired contract extensions, provided that the pricing structure and other financial details remain within inflationary norms.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
HOUSING REHABILITATION PROGRAM MANAGEMENT AND ADMINISTRATIVE
SERVICES**

This Agreement is made and entered into as of _____, 20__ 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 Willdan Engineering, a California Corporation, with its principal place of business at 2401 East Katella Avenue, Suite 300, Anaheim, California 82806 (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:

HOUSING REHABILITATION PROGRAM MANAGEMENT AND ADMINISTRATIVE SERVICES (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$49,150 [Forty-Nine Thousand One Hundred Fifty]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **December 1, 2024**, to **June 30, 2025**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

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

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

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

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

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

18. Organization

Consultant shall assign Jennifer Maria 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: Jason Kruckeberg, Assistant City
Manager/ Development Services Director

CONSULTANT:

Willdan Engineering

2401 East Katella Avenue, Suite 300

Anaheim, CA 92806

Attn: Salvador Lopez, Jr., Director of Planning

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Federal Requirements

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

32. County Lobby Certification

It is understood that each person/entity/firm who applies for a Community Development contract, and as part of that process shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified there from and denied the contract or any other person or entity acting

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND WILLDAN ENGINEERING**

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

CITY OF ARCADIA

WILLDAN ENGINEERING

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael J. Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT “A”

Scope of Services

Methodology

Willdan is proposing to provide to the City of Arcadia the appropriate range of services needed to assist the city with the implementation of its Housing Rehabilitation Program, as well as general administration of its CDBG Grants Program in order to ensure grant compliance and allow City staff to direct their attention and efforts to the many other tasks required of them. Willdan will provide these services to minimize demands upon the time and effort of City staff. Willdan's technical approach to assisting with the administration of the City's CDBG funded projects/programs involves assigning a well-qualified team, under the director of a senior member of our staff, to provide the services being requested by the City. Our designated CDBG Program Manager/Administrator, Jennifer Maria, will take the lead in providing CDBG administration services and report directly to the department manager in delivering the desired services. She will also be responsible for delegating specific tasks to the other team members, as necessary, and monitoring their performance.

Progress Reports

Willdan shall provide progress reports on a monthly basis, unless a shorter interval for reporting is requested by the City. These progress reports shall include progress on each deliverable, as well as an estimated completion date. Should any impediments be encountered throughout the implementation process, that data shall be included as well. Our team is more than happy to monitor/tailor progress reports to meet the City's needs.

Communication Plan

Prior to commencing administrative CDBG program functions, the Project Manager will meet with City staff to ensure that all information pertaining to the City's goals and objectives are heard and understood. Thereafter, a clear action plan/timeline will be coordinated with staff to properly reflect completion dates and milestones for all deliverables. Simultaneously, our Project Manager will develop a strategy to effectively maintain an open channel of communication to furnish up-to-date information pertinent to the overall administration and oversight of the CDBG projects/programs. Our team will also coordinate with City staff to determine the best method for data sharing in order to perform various CDBG – related tasks.

Understanding of City Operations

It is our goal to become an extension of the City of Arcadia's team and to take on any tasks or projects that may be required in accordance with CDBG operations. To effectively do so, our team will take the necessary steps to become fully familiarized with City operations as they pertain to overall CDBG administration. Although federal implementation guidelines for the CDBG are generally consistent, our team understands that compliant implementation of those activities must be tailored to meet the specific needs of the City, as well as its internal operations.

Coordination with LADCA

Our team will promptly communicate with the City of Arcadia's assigned representative (Contract Manager) of LADCA's Grants Management Unit (GMU) to acquire up-to-date data and information

related to any pending or outstanding items. Our goal is to ensure that the City is responsive in maintaining a positive rapport with the LACDA office. Thereafter, a consistent line of communication will be maintained with the LACDA office to demonstrate the City's commitment to successfully implementing all CDBG related activities. Any communication of consequence that arises will be conveyed to corresponding City staff in a timely manner.

Public Outreach

Clear communication with the City's intended target groups for program participation is essential to the effective administration of any CDBG funded program/project. Our team is committed to developing a comprehensive understanding of the Community's housing and commercial business needs by becoming knowledgeable of the City's demographic information, understanding the goals and ambitions of the residents, and identifying key stakeholders.

CDBG Administration

Willdan staff will provide guidance for the administration and implementation of the City's CDBG funded activities, including determining project eligibility, maintaining accurate/complete project files and required program documentation, as well as monitoring of programs to assure compliance with all federal, state, and local regulations and procedures. Willdan will work with the City to prepare final drawdown for prior fiscal year projects, collect and report quarterly and year-end accomplishments, and prepare and submit cyclical reports, which may include Quarterly Cash Transaction Reports, Semi-Annual Labor Standards Compliance Reports, Contract/Subcontract Activity Reports, MBE Activity Report, etc. We will prepare staff reports and presentation materials, as requested by the city, for any grant related public hearings, and attend public hearings with City staff. Our team will complete drawdown requests on a regular basis in accordance with City operational processes for the reimbursement of current-year expended funds reported in the LACDA's grant systems, maintain an ongoing record of draws for each activity, receipt of program income, and regularly input project/program accomplishments into the reporting system for each grant funding source. We will prepare National Environmental Policy Act (NEPA) Environmental Review documents via the Environmental Service Review (ESR) for new fiscal year CDBG projects, as applicable. We will also address any other administrative item that requires attention with a solid sense of priority and care (e.g., requests for proposals, contracts, etc.).

Customer Service

The Willdan team is not only committed to maintaining the highest quality of service for the City of Arcadia's external customers, but just as importantly, for its internal customers. Our mission is to actively put forth efforts to develop and nurture positive working relationships with City staff in order to foster the spirit of teamwork. Effective collaboration with City staff is essential to our success in providing the best grant services for the community.

Tasks to Perform Services

Home Improvement Program (Housing Rehabilitation)

- Provide general information to public regarding program and maintain application forms, information brochures, and program guidelines.
- Approve selected contractor; prepare and execute documents for home improvement financial assistance

<ul style="list-style-type: none"> • Conduct preliminary interviews to determine owner’s eligibility status and desired improvements for dwelling unit 	<ul style="list-style-type: none"> • Obtain contractor clearances from State Contractor’s License Board and verify non-inclusion on Federal Debarred List
<ul style="list-style-type: none"> • Process applications for Housing Rehabilitation Program assistance to eligible homeowners utilizing CDBG funds 	<ul style="list-style-type: none"> • Conduct pre-construction meeting with homeowner and contractor to review proposed work
<ul style="list-style-type: none"> • Obtain required qualification documentation, including income verification and homeownership documentation (i.e. deed of trust, pay stubs, bank statements, social security benefits statements, etc.) 	<ul style="list-style-type: none"> • Conduct progress inspections to ensure work is proceeding in timely manner and to authorize and process progress payments
<ul style="list-style-type: none"> • Conduct property inspections, prepare work write-ups and preliminary cost estimates 	<ul style="list-style-type: none"> • Execute and record Notice of Completion upon final inspection certifying improvements have been completed in accordance with contract requirements
<ul style="list-style-type: none"> • Complete applicable program documents relating to improvement activities, including asbestos and lead-based paint requirements, historical preservation review (SHPO), etc. 	<ul style="list-style-type: none"> • Acquire lien releases from contractor and subcontractor(s), obtain homeowner’s authorization for final payment, and execute closeout of housing rehabilitation work by ensuring permanent file contains required documentation for monitoring audit purposes
<ul style="list-style-type: none"> • Prepare specifications and bid documents and review received bids with homeowner 	<ul style="list-style-type: none"> • Maintain and update all applicable program data in the County’s Rehab Panel for each participant file
<ul style="list-style-type: none"> • Be available at City Hall as necessary to meet with program applicants and complete all related work items. 	

CDBG Grant Administration

<ul style="list-style-type: none"> • Meet with City representatives to provide status updates on the CDBG funded projects and issues requiring immediate attention. 	<ul style="list-style-type: none"> • Assist City staff with the development of CDBG funded projects/programs (i.e., activity summaries, budgets, national objectives, applicable census tracts, etc.). Coordinate public notices for public hearing purposes. Prepare staff reports and applicable materials to be presented to the Council for consideration/approval. Input planning summaries and submit all required supporting documentation for LACDA review. Review Agreements to Implement and process for approval. Review Exhibit A's and process for approval.
<ul style="list-style-type: none"> • Review program guidelines for effective implementation of all CDBG funded activities and ensure all LACDA and City requirements for program participation are grant compliant. Develop program guidelines, as needed. 	<ul style="list-style-type: none"> • Review pending Cooperation Agreements and Reimbursable Contracts. Coordinate approval process.
<ul style="list-style-type: none"> • Develop timelines for each approved CDBG project, establishing key dates for review to track each project's progression in alignment with milestone targets for completion. 	<ul style="list-style-type: none"> • Prepare/present Council presentations for new/canceled programs and/or to provide updates on existing CDBG programs, as needed.
<ul style="list-style-type: none"> • Assist City with implementation of program marketing plans, as needed. 	<ul style="list-style-type: none"> • Assist City by providing technical assistance to City staff and program participants seeking clarification on issued program guidelines.
<ul style="list-style-type: none"> • Create and maintain complete, grant-compliant files for all program participants for monitoring and retention purposes. 	<ul style="list-style-type: none"> • Establish an effective and communication channel with City's designated Contract Manager from LACDA. Establish an equally effective communication channel for all CDBG program participants, as applicable.
<ul style="list-style-type: none"> • Perform ongoing program oversight, to include on-going monitoring and closeout review for all CDBG funded activities. Assist the City with preparation for annual programmatic and financial in-progress monitoring by LACDA GMU staff. 	<ul style="list-style-type: none"> • Work with City staff to ensure annual drawdown requirements are met in accordance with LACDA's annual Participating Cities Performance Policy.

<ul style="list-style-type: none"> • Develop and maintain financial spreadsheets for all CDBG program files, to include eligible reimbursements, amounts expended, reimbursements received, and balances available to be utilized for each funding source for financial reporting purposes. 	<ul style="list-style-type: none"> • Conform with new/existing mandatory regulatory provisions concerning use of CDBG funds under the Urban County Program and Standard Agreement between LACDA, as published via Grants Management Unit (GMU) bulletins.
<ul style="list-style-type: none"> • Monitor and maintain all financial records relevant to CDBG funded projects and reconcile any records discrepancies. 	
<ul style="list-style-type: none"> • Prepare and submit monthly Funding Requests, for each funding source, on the LACDA partner page. 	
<ul style="list-style-type: none"> • Prepare all grant related submissions to the LACDA, including but not limited to, Planning Summaries, Quarterly Performance Reports (QPR's), ESR's, Semi-Annual Labor Standards Reports, Funding Requests, Project/Budget Amendments, etc.) 	

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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

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Updated Cost Proposal

Willdan proposes a fee not-to-exceed \$49,150 to provide Consulting for CDBG Housing Rehabilitation Program Management and Administrative Services through to June 30, 2025.

Salvador Lopez Jr., Director of Planning, is authorized to negotiate on behalf of Willdan Engineering and bind the firm to the agreement.

Service Type	Cost Estimate																										
Housing Rehabilitation Program Management Single Family, Owner Occupied: Not-to-Exceed \$5,000 per project file Multi-Family, Owner-Occupied Townhomes, and Condominiums: Not-to-Exceed \$4,000 per project file Hours Per Task <i>The estimated number of hours per task may fluctuate based on such factors as the project size and scope. Any tasks that require additional effort due to extraordinary circumstances will be cleared with the city first.</i> <table border="1" data-bbox="289 892 1042 1260"> <thead> <tr> <th>Description</th> <th>No. of Hours</th> </tr> </thead> <tbody> <tr> <td>Pre-Screening/Qualification</td> <td>0.50</td> </tr> <tr> <td>Full Eligibility Review</td> <td>1.00-1.50</td> </tr> <tr> <td>Initial Home Inspection</td> <td>1.00</td> </tr> <tr> <td>Lead Test Coordination/Report Review (as necessary)</td> <td>0.50 to 1.00</td> </tr> <tr> <td>Preliminary Work Write-up</td> <td>1.00 to 2.00</td> </tr> <tr> <td>Preliminary Cost Estimate</td> <td>1.00 to 2.00</td> </tr> <tr> <td>Bid Review/Contractor Selection</td> <td>1.00</td> </tr> <tr> <td>Pre-Construction Tasks (Includes Pre-Con Meeting)</td> <td>0.75 to 2.50</td> </tr> <tr> <td>Construction Management</td> <td>3.00 to 5.00</td> </tr> <tr> <td>Change Order Review (as necessary)</td> <td>0.50 to 0.75</td> </tr> <tr> <td>Final Inspection</td> <td>0.75 to 1.00</td> </tr> <tr> <td>Project File Closeout</td> <td>1.00 to 1.50</td> </tr> </tbody> </table>	Description	No. of Hours	Pre-Screening/Qualification	0.50	Full Eligibility Review	1.00-1.50	Initial Home Inspection	1.00	Lead Test Coordination/Report Review (as necessary)	0.50 to 1.00	Preliminary Work Write-up	1.00 to 2.00	Preliminary Cost Estimate	1.00 to 2.00	Bid Review/Contractor Selection	1.00	Pre-Construction Tasks (Includes Pre-Con Meeting)	0.75 to 2.50	Construction Management	3.00 to 5.00	Change Order Review (as necessary)	0.50 to 0.75	Final Inspection	0.75 to 1.00	Project File Closeout	1.00 to 1.50	\$39,000
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Project File Closeout	1.00 to 1.50																										
CDBG Grant Administration Services (Pro-Rated) <i>Services can include, but not be limited to:</i> <i>Staff Reports/Council Presentations</i> <i>Planning Summary Preparation/Entry</i> <i>Quarterly Performance Reports</i> <i>Funding Request Preparation</i> <i>Semi-Annual Labor Standards Report Preparation</i> <i>Program Marketing</i> <i>Monitoring Plan Preparation</i>	\$10,150																										
**Labor Compliance Services	TBD																										
Total	\$49,150																										

*Our firm recognizes that services may be selected by the City in whole or in part, as reflected in the RFP.

**Fees for Labor Compliance Services shall be made available upon request and be based on project size and budget.

Staff Hourly Rates (Willdan)

Staff Member	Project Role	Hourly Rate*
Salvador Lopez, Jr.	Principal-in-Charge	\$243
Jennifer Maria	Project Manager	\$219
Suzanne Ruelas	Housing Programs Coordinator	\$135
James (Mike) Cravens	Housing Programs Specialist/Grants Analyst	\$120
Rina Galit	Grants Analyst	\$120
Jane Freij	Labor Compliance Manager <i>(Optional)</i>	\$183
Amanda Perez	Labor Compliance Specialist <i>(Optional)</i>	\$146

* Hourly rates reflected above are being provided at a competitive rate and include all overhead costs and shall remain fixed.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include but are not limited to: postage; travel expenses; mileage (current prevailing rate); and copying (currently 6¢ per copy). Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. If a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule. City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees to respond to the legal process of any governmental agency relating to City or relating to the project identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.



Hourly Rate Schedule



Effective July 1, 2024 to June 30, 2025

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$81	Assistant Code Enforcement Officer	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$180
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$167
GIS Analyst I	\$188	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	Resident Engineer I	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer II	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Project Manager IV	\$234
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Deputy Director	\$243
Environmental Specialist	\$185	Assistant Construction Permit Specialist	\$121	Director	\$249
Designer I	\$173	Construction Permit Specialist	\$128	INSPECTION SERVICES	
Designer II	\$179	Senior Construction Permit Specialist	\$150	Public Works Observer **	\$131
Senior Designer I	\$188	Supervising Construction Permit Specialist	\$159	Public Works Observer ***	\$159
Senior Designer II	\$197	Assistant Building Inspector	\$143	Senior Public Works Observer**	\$143
Design Manager	\$196	Building Inspector	\$159	Senior Public Works Observer ***	\$159
Senior Design Manager	\$206	Senior Building Inspector	\$173	MAPPING AND EXPERT SERVICES	
Project Manager I	\$186	Supervising Building Inspector	\$189	Survey Analyst I	\$147
Project Manager II	\$207	Inspector of Record	\$202	Survey Analyst II	\$169
Project Manager III	\$217	Deputy Building Official	\$205	Senior Survey Analyst	\$187
Project Manager IV	\$234	Building Official	\$210	Supervisor - Survey & Mapping	\$203
Principal Project Manager	\$238	Plan Check Engineer	\$205	Principal Project Manager	\$238
Program Manager I	\$197	Supervising Plan Check Engineer	\$215	LANDSCAPE ARCHITECTURE	
Program Manager II	\$209	Principal Project Manager	\$238	Assistant Landscape Architect	\$153
Program Manager III	\$228	Deputy Director	\$243	Associate Landscape Architect	\$176
Assistant Engineer I	\$141	Director	\$249	Senior Landscape Architect	\$193
Assistant Engineer II	\$157	PLANNING		Principal Landscape Architect	\$204
Assistant Engineer III	\$166	CDBG Technician	\$86	Principal Project Manager	\$238
Assistant Engineer IV	\$175	CDBG Specialists	\$103	ADMINISTRATIVE	
Associate Engineer I	\$184	CDBG Analyst	\$122	Administrative Assistant I	\$99
Associate Engineer II	\$192	CDBG Coordinator	\$152	Administrative Assistant II	\$120
Associate Engineer III	\$196	CDBG Manager	\$183	Administrative Assistant III	\$140
Senior Engineer I	\$199	Housing Program Coordinator	\$151	Project Accountant I	\$112
Senior Engineer II	\$204	Planning Technician	\$130	Project Accountant II	\$132
Senior Engineer III	\$207	Assistant Planner	\$162	Project Controller I	\$140
Senior Engineer IV	\$211	Associate Planner	\$176	Project Controller II	\$158
Supervising Engineer	\$219	Senior Planner	\$200		
Traffic Engineer I	\$219	Principal Planner	\$208		
Traffic Engineer II	\$234	Planning Manager	\$221		
City Engineer I	\$234	Deputy Director	\$243		
City Engineer II	\$238				
Deputy Director	\$243				
Director	\$249				
Principal Engineer	\$270				



EXHIBIT “C”

Activity Schedule

Willdan Engineering will provide Consulting Services for CDBG Housing Rehabilitation Program Management and Administrative Services through June 30, 2025. Up to three, one-year renewals are available following the initial term, at the City’s sole and absolute discretion.

DRAFT

EXHIBIT “D”

Federal Requirements

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

Conflict of Interest

[2 CFR Part 200.318(c)(1)(2)]

No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Title VI of the Civil Rights Act of 1964 (as amended)

[24 CFR Part 1.4]

The CONTRACTOR agrees to comply with prohibition of discrimination on the basis of race, color, or national origin in all HUD-assisted programs.

Title I of Housing & Community Development Act of 1974, Section 109 (as amended)

[24 CFR Part 6.4]

The CONTRACTOR agrees to comply with prohibition of discrimination on the basis of race, color, national origin, disability, age, religion, and sex within Community Development Block Grant (CDBG) programs or activities.

Age Discrimination Act of 1975 (as amended)

[42 U.S.C. §§ 6101 – 6107]

The CONTRACTOR agrees to comply with prohibition of discrimination on the basis of age in programs and activities receiving federal financial assistance.

Rehabilitation Act of 1973, Section 504 (as amended)

[24 CFR Part 8.5]

The CONTRACTOR agrees to comply with prohibition of disability discrimination and impose accessibility standards on housing and non-housing programs receiving Federal financial assistance.

Section 3 of the HUD Act of 1968

[24 CFR Part 135.38]

The CONTRACTOR agrees that when new jobs or contracts are created as a result of the usage of certain HUD funds (including Public and Indian Housing funds), priority consideration is given, to the greatest extent feasible, to low- and very low-income persons residing in the community in which the funds are spent and to businesses that provide economic opportunities for these persons.

Copeland “Anti-Kickback” Act

[18 U.S.C. §874 and 40 U.S.C. §3145]

The building CONTRACTOR or SUBCONTRACTOR is prohibited from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

Davis-Bacon and Related Acts

[29 CFR Parts 1,3,5]

All laborers and mechanics employed by CONTRACTOR and SUBCONTRACTOR in the performance of construction work financed in whole or in part with assistance received under this title shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Sections 103, 107 of Contract Work Hours & Safety Standards Act

[40 U.S.C §§ 3700-3708]

The CONTRACTOR and SUBCONTRACTOR pay overtime compensation for workers who work over 40 hours in a 7-day workweek. If the CONTRACTOR fails to pay overtime, the CONTRACTOR will be assessed liquidated damages, at \$25 per workday, per person, where the worker was permitted to work overtime without being properly compensated for contracts greater than \$100,000 in value. Labor violations on contracts less than \$100,000 may be addressed under the Fair Labor Standards Act.

Federal Byrd Anti-Lobbying Amendment

[31 U.S.C. 1352]

The CONTRACTOR affirms that in the procurement and performance of this contract, it was and is in compliance with the Byrd Anti-Lobbying Amendment.

Executive Order 11246 – Equal Opportunity

[Amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Executive Order 11738 – Environmental Debarments

[38 FR 25161, 3 CFR, 1971-1975 Comp., p. 799]

The CONTRACTOR affirms that it does not have a conviction and/or Federal debarment for an offense under section 113(c)(1) of the Air Act or section 309(c) of the Water Act and agrees to comply with Federal Air Act and Water Act regulations and requirements.

Clean Air, Water Pollution Control Acts

[38 FR 25161, 3 CFR, 1971-1975 Comp., p. 799]

The CONTRACTOR and SUBCONTRACTOR agree to comply with the Clean Air and Water Pollution Control Acts requirements as applicable in the performance of this contract.

Patent Rights & Copyrights

[24 CFR Part 85.36(i)]

The CONTRACTOR agrees that results in any discovery, invention or copyrightable material which may develop in the course of or under contract, the CITY/AGENCY reserves the right to royalty-free, non-exclusive and irrevocable license to use and to authorize others to use, the work for government purpose.

Energy Policy Act

[42 USC §13201 et seq.]

The CONTRACTOR agrees to comply with the Energy Policy Act and its requirements in the performance of this contract.

Awards to Parties on Federal Excluded Parties List (EPLS)

[2 CFR Part 200 – Appendix II(A)]

The CONTRACTOR affirms that it is not on the Federal Excluded Parties List and agrees to comply with 2 CFR Part 200 – Appendix II(A), which prohibits Federal funds as contract awards to any entity on the Federal Excluded Parties List maintained on <https://sam.gov/content/entity-information>.

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Kenneth Fields, Building Official
By: Ali Doudar, Building Plans Examiner

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH FRIEDMAN IMAGING FOR RECORDS SCANNING AND DIGITIZATION SERVICES IN AN AMOUNT NOT TO EXCEED \$90,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

A Professional Services Agreement (“PSA”) with VRC Companies, LLC was approved in 2022 for Records Scanning and Digitization Services for the Development Services Department, to advance the Department’s efforts to modernize its records management. This initiative is crucial to ensure the long-term preservation of vital records, reducing the need for physical storage, and improving access to plans for both City staff and the public. With the existing PSA expiring on June 30, 2024, a new agreement is necessary to continue these efforts.

On September 9, 2024, a Request for Proposals (“RFP”) was issued and the City received six responses. An evaluation committee reviewed the proposals and selected Friedman Imaging based on their qualifications, related experience, and competitive pricing. It is recommended that the City Council approve, authorize and direct the City Manager to execute a PSA with Friedman Imaging for Records Scanning and Digitization Services, in an amount not to exceed \$90,000 total, over an initial three-year term, and the option for three one-year extensions at the discretion of the City Manager.

BACKGROUND

The City maintains a large inventory of physical records, including construction plans, engineering calculations, and other essential documents. As part of a broader strategy to enhance operational efficiency and accessibility, digitizing these records has become a priority. Transitioning to a digital format will significantly improve record retrieval times, enhance disaster recovery efforts, and reduce the need for physical storage space.

Many of these documents are aging and fragile, with quality deteriorations due to their age. Preserving their content through digitization is urgent to prevent further degradation. In 2022, the City contracted with a vendor to begin digitizing these records. Over the course of almost two years, \$14,662.80 was expended to digitize an estimated 466 sets of complete construction plans. However, as the project progressed, it became clear that an accelerated pace of service was necessary to digitize approximately 5,500 additional construction plans. With the prior PSA having expired on June 30, 2024, a new agreement is required to ensure the continuation of this essential project and to protect the City's vital records for future use.

DISCUSSION

On September 9, 2024, a Notice Inviting Proposals was published in accordance with City Council Resolution No. 7483, and five firms were directly notified to submit their proposals. Potential bidders were provided an opportunity to submit questions pertaining to the RFP, and the City responded by issuing addenda on August 26, 2024, and September 3, 2024. By the proposal due date of September 9, 2024, the City received six proposals. A selection committee, consisting of the City's Fire Marshal, Building Plans Examiner, Building Official, and IT Manager, was formed to evaluate the proposals. The proposals were reviewed based on the following criteria:

- Ability of the consultant to provide a full range of services
- Experience and qualifications with similar municipal projects
- Cost effectiveness
- Quality of the proposal
- Understanding of the scope of work
- Customer service philosophy
- References

All six proposals were reviewed and evaluated by the committee. The proposed costs for these services are based on the pricing structure outlined in the proposals. The overall rankings, including associated costs of the most typical plan documents, are as follows:

RANK	FIRM	24"x36" B&W	8.5"X11" B&W
1	Friedman Imaging	\$0.85	\$0.07
2	Exela Technologies, Inc.	\$0.99	\$0.17
3	Avenu Insights & Analytics, LLC	\$3.77	\$0.15
4	Capital Typing	\$1.75	\$0.08
5	GRM Information Management Services	\$2.05	\$0.075
6	Everything Wellness, LLC	\$1.50	\$0.75

Friedman Imaging emerged as the top candidate due to their extensive experience in providing comprehensive digitization services to public agencies, their competitive pricing, and their commitment to high-quality customer service. Their proposal included secure document scanning, indexing, and digital storage solutions that integrate seamlessly with the City's existing records management system. The selection committee is confident in their ability to meet the City's needs for both current and future records management requirements.

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

Costs for professional records scanning and digitization related services are based on the volume of documents processed. Sufficient funds have been budgeted in the Development Services Department's Fiscal Year 2024-25 Operating Budget, for an anticipated cost of \$30,000. This amount is the same overall budget approved annually under the previous contract. Future contract years will be accounted for through the annual budget process.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize and direct the City Manager to execute a Professional Services Agreement with Friedman Imaging for Records Scanning and Digitization Services, in amount not to exceed \$90,000 total, over an initial three-year term, with the option for three additional one-year extensions at the sole discretion of the City Manager, without having to return to the City Council for further approvals.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
PROFESSIONAL SCANNING AND RECORDS DIGITIZATION**

This Agreement is made and entered into as of _____, 20____ 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 **Friedman Imaging**, a **Sole Proprietorship** with its principal place of business at **15513 Cleveland Drive, Fontana, CA 92336** (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:

Professional Scanning and Records Digitization (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 **thirty thousand dollars and zero cents (\$30,000) annually** without written approval of the City Manager. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

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

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **November 5, 2024 to November 5, 2027, with an option of three one-year time extensions based on satisfactory performance**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

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

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

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

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

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Kenneth Fields
Development Services Department

CONSULTANT:
Friedman Imaging
15513 Cleveland Drive
Fontana, CA 92336
Michael Friedman, President

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND FRIEDMAN IMAGING**

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

CITY OF ARCADIA

FRIEDMAN IMAGING

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Michael J. Maurer
City Attorney

EXHIBIT A

Scope of Services

The Scope of Services for the Professional Scanning and Records Digitization project includes the following tasks:

Task 1. Document Preparation

- Collection: Collect all blueprints and plans from City Hall.
- Preparation: Remove staples, bindings, and other fasteners. Repair any torn or damaged documents as necessary.
- Indexing: Ensure documents are indexed correctly with appropriate metadata for easy retrieval in Laserfiche.

Task 2. Scanning

- Quality: Use high-resolution scanning equipment to ensure clear and accurate reproductions. Documents should be scanned at the smallest file size possible which retains legibility.
- Format: Provide scanned documents in TIFF format, as specified by the City.
- Color: Scans shall be in black and white. Grayscale or color may be used when needed.

Task 3. Quality Control

- Verification: Perform quality checks to verify the accuracy and completeness of the scanned documents. Scanned documents should contain all significant details from the original and be an adequate substitute for the original document.
- Corrections: Address and rectify any scanning errors or quality issues promptly before importing into Laserfiche.

Task 4. Upload to Laserfiche

- Integration: Upload the digitized documents into the City's Laserfiche system.
- Metadata: Ensure all documents are properly indexed with the correct metadata in Laserfiche for easy access and retrieval.
- Testing: Conduct tests to ensure that documents are accessible and correctly displayed in Laserfiche.

Task 5. Reporting

- Progress Reports: Provide monthly progress reports detailing the number of documents scanned, any issues encountered, and actions taken to resolve them.

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.

Pick-up/delivery per trip	\$75
Pre-Scanning Document Preparation	\$0.05
8.5"x11" up to 11"x17" Per page scanning	\$0.07
Plans per sheet scanning	\$0.85
Metadata Entry per file	\$0.35
Data Transfer (Laserfiche Briefcase)	\$0.00
Quality Control Check	\$0.00



STAFF REPORT

Office of the City Manager

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Jackie Tran, Communication & Engagement Officer

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH REVIZE, LLC FOR WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM SERVICES IN AN AMOUNT NOT TO EXCEED \$53,900
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City of Arcadia website (ArcadiaCA.gov) serves as the primary communication tool for residents, businesses, and visitors to access information about City services and programs, make payments, receive emergency updates, find public records, view City Council meetings, and more. With around 826,000 unique views annually, Arcadia's website is a vital hub for those seeking information or services. The website was last redesigned in 2018 and the City's current contract for web services has expired, providing an opportunity to redesign Arcadia's website to better meet customer needs.

On July 15, 2024, the City issued a Request for Proposals ("RFP") for Website Design and Content Management System Services and received a total of 19 responses. After extensive review and interviews, an evaluation committee selected Revize, LLC ("Revize") as the preferred vendor. It is recommended that the City Council approve, authorize and direct the City Manager to execute a Professional Services Agreement with Revize, LLC for Website Design and Content Management System Services, in an amount not exceed \$53,900.

BACKGROUND

The City's website was first launched in 2004, with substantial upgrades in 2011, 2015, and 2018. It has been six years since the website was last redesigned and the City's current contract for website services has expired. The City's website is in need of improvements that can only be achieved through a redesign. For instance, the City's website is operating on an outdated Content Management System ("CMS") that inhibits the site's overall effectiveness and flexibility. A website redesign will address the

functionality and efficiency limitations of the current site, which make the search and display of information difficult to locate and manage. Additionally, a website redesign will include an upgrade to a user-friendly and customizable CMS, making it easy to keep information organized and accessible to all users.

DISCUSSION

The City issued a Request for Proposals (“RFP”) for Website Design and Content Management System Services on July 15, 2024, with final proposals due on August 16, 2024. A total of 19 proposals were received by the deadline.

The proposals were reviewed by a cross-departmental committee and were assessed on the firm’s understanding of the scope of work, relevant experience, references, and proposal quality. Given the specialized nature of the work, it was determined that the top three scoring vendors would be interviewed regarding their qualifications, services, and ability to meet the goals of a new website. These project objectives included:

- Designing the City’s website utilizing current trends to provide a website that is accessible, easy to use, and engaging to the user.
- Providing a modern content management system.
- Ensuring the website has multilingual translation capabilities pursuant to State Law, City policies, and best practices.
- Providing a dynamic and robust search engine for information access, searchability, and optimization.
- Providing support for customer service, online services (including third-party integrations), and citizen engagement tools.
- Providing exceptional support and maintenance for the website that includes, but is not limited to, minor design changes and 24/7/365 reliability.
- Incorporating multimedia imagery in the website design including high-definition photographs and video.
- Providing a team of experts who understand the requirements of a local government website and delivering a final product that complies with California Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.1, or a subsequent version at a minimum Level AA success criterion.

Of the proposals submitted, the top three scoring vendors, Revize, CivicPlus, and Planeteria, were invited for interviews and to present on their project experience, content management system, and understanding of the City’s vision. Initially, the bids

received by these three vendors were all within the City’s estimated budget of \$60,000 for this project; however, following the interviews, additional clarifications were made to the proposals to address pricing for custom subsites (the City already has subsites for two Departments), migration of existing web content, and added features like an AI-powered (Artificial Intelligence) chat function. Following these clarifications, the annual maintenance costs for two firms remained the same, while one proposal included a much higher annual maintenance cost with 5% increases each subsequent year. After careful review of the proposals and interview presentations, the committee selected Revize as the City’s preferred firm based on the following scores:

Firm	Location	Total Score	Final Price
Revize	Troy, MI	89.6	\$53,900 one-time / \$8,900 annually
CivicPlus	Manhattan, KS	85.1	\$50,333 one-time / \$15,482 annually
Planeteria	Santa Rosa, CA	70.6	\$51,350 one-time / \$9,550 annually

Revize submitted a proposal that included \$53,900 for website design services and an annual hosting and maintenance fee of \$8,900. The annual maintenance fee covers emergency and non-emergency phone, email and online support, unlimited training, four major CMS upgrades per year, offsite hosting with industry-leading Amazon Web Services, disaster recovery and advanced security, 30GB of data storage, and biannual checks for website accessibility and remediation.

The City selected Revize for the last website redesign in 2018 and, since then, has been satisfied with the vendor’s ability to provide a reliable website, ongoing training to employees, and flexible approach to problem-resolution. Most of the challenges the City experiences with the website are due to an aging CMS that severely limits the ability to display web content in a manner that is intuitive to customers. Based on their past track record and ability to support Arcadia’s diverse website needs, Revize has been selected as the vendor to complete the 2025 website redesign process, including annual support and maintenance.

Revize serves over 3,000 government clients nationwide and is dedicated to building websites tailored to the unique needs of each community. With the flexibility offered by Revize, Arcadia has the opportunity to redesign its website to better suit the evolving needs of the community.

Successful implementation of the new website is expected to occur by early Fall 2025.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT

Funding in the amount of \$60,000 was approved as part of the Fiscal Year 2024-25 General Fund Budget. With a one-time cost of \$53,900, sufficient funding is available to complete this project. The redesigned website's annual hosting and maintenance costs of \$8,900 represent a \$3,000 increase from the current budgeted amount. The additional cost to support the new website will be included in the City Manager's Office budget beginning in Fiscal Year 2025-26, following the new website's launch.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under CEQA; and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Revize, LLC for Website Design and Content Management System Services, in an amount not to exceed \$53,900.

Attachments: Proposed Professional Services Agreement
Revize Website Design and Content Management System Proposal

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM SERVICES**

This Agreement is made and entered into as of _____, 20____ 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 **Revize, LLC a Limited Liability Corporation** with its principal place of business at **150 Kirts Boulevard, Suite B, Troy, MI 48084** (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:

Website Design and Content Management System Services
(hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Fifty-Three Thousand, Nine-Hundred Dollars (\$53,900)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant

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

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **November 19, 2024**, to **June 30, 2029**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant

shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

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

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action

shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

16. Termination or Abandonment

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

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

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

18. Organization

Consultant shall assign **Thomas J. Jean** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

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

20. Notice

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

CITY:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: jbruno@ArcadiaCA.gov

CONSULTANT:
Revize, LLC.
150 Kirts Boulevard, Ste B
Troy, MI 48084
Attn: Thomas.Jean@revize.com

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND REVIZE, LLC**

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

CITY OF ARCADIA

REVIZE, LLC

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael J. Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT A

Scope of Services

See “Revize Website Redesign Proposal”

DRAFT

EXHIBIT B
Schedule of Services

Project Timeline

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	1 Week
Phase 2: Discovery & Design	6 Weeks
Phase 3: HTML Template Development	2-4 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	3 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	5-6 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	1-3 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	21-27 Weeks

EXHIBIT C

Compensation

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Arcadia, California ("CLIENT") and Revize LLC, aka Revize. Date: 11-12-2024

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Arcadia</u>	Revize
Company Address:	<u>240 West Huntington Dr.</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Arcadia, CA 91066</u>	Troy, MI 48084
Contact Name:	<u>Jackie Tran</u>	248-269-9263
Billing Dept. Contact:	<u>jtran@arcadiaCA.gov</u>	
CLIENT Website Address:	<u>www.arcadiaca.gov</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Kickoff Meeting and Discovery/Project Planning:	\$2,500.00
1	Phase 2 – Design Mockups/Wireframes: <ul style="list-style-type: none"> • 1 mockup for each of the following with unlimited revisions • Home page template and inner page design and layout • Includes subsite designs for Library, Community Services, Fire Department, Police Department, and tourism program with unlimited revisions. • Additional subsite design included for use by additional departments as needed 	\$9,500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration: <ul style="list-style-type: none"> • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications 	\$15,600.00
1	Phase 5 – Quality Assurance Testing, Accessibility, & Custom Development:	\$4,800.00
1	Phase 6 – Sitemap Development and Content Migration: <ul style="list-style-type: none"> • Site map development and content migration including spell checking and style corrections – up to 1,000 webpages and 1,000 documents. All additional documents from current website may be migrated to Revize Archive area. 	\$9,700.00
1	Phase 7 –Content Editing Training, onetime fee:	\$2,900.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, SSL Certificate: Twice annual WCAG review with up to 15 remediation hours included, AI ChatBot, pre-paid annual fee	\$8,900.00
1	Grand Total First Year	\$53,900.00

Payment Amount	Payment Date	Includes
\$ 40,425.00	12/15/2024	75% 1 st Year Project Costs
\$ 13,475.00	Due upon completion of phase 7	25% 1 st Year Project Costs (Includes Year 1 Annual Hosting & Maintenance)
\$ 8,900.00	1 st year anniversary of go live date	Year 2 of Annual Hosting & Maintenance
\$ 8,900.00	2 nd year anniversary of go live date	Year 3 of Annual Hosting & Maintenance
\$ 8,900.00	3 rd year anniversary of go live date	Year 4 of Annual Hosting & Maintenance
\$ 8,900.00	4 th year anniversary of go live date	Year 5 of Annual Hosting & Maintenance

DRAFT

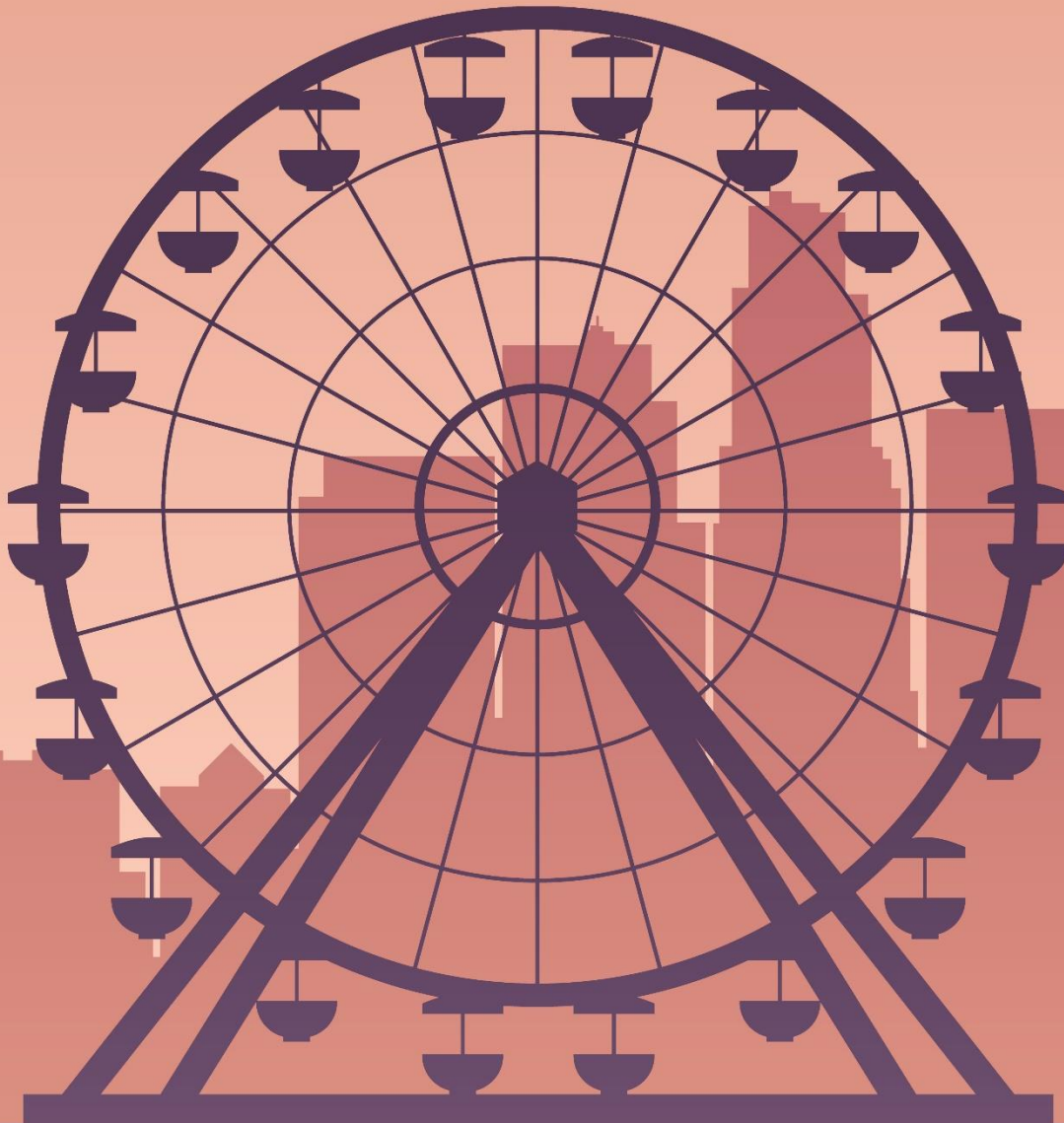
revize.

The Government Website Experts

WEBSITE PROPOSAL FOR

The City of Arcadia, California

HOLLYWOOD



Prepared by Thomas J. Jean - Thomas.Jean@revize.com

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com August 13th, 2024

Table of Contents

Revize California Clients!	3
Revize Clients!	4
Company Profile	9
Government Project Experience	11
Government Account References	20
Project Planning and Setup	26
Timeline	28
Phase 1: Initial Meeting, Communication Strategy, SOW	29
Phase 2: Discovery & Design	29
Phase 3: Template Development, CMS Integration	35
Phase 4: CMS Modules Setup	35
Phase 5: Custom Functionality Development & QA Testing	35
Phase 6: Content Development / Content Migration	36
Phase 7: Training Your Staff (in-person or web based training)	36
Phase 8: Final Phase: You Go Live!	39
Revize Cloud Hosting, Disaster Recovery, & Security	40
Revize AI ChatBot	46
Revize Project Team	48
Revize Quote	54
Payment Options	55
Included Features	56

Revize California Clients!

- Bishop, CA www.cityofbishop.com
- Camarillo, CA www.cityofcamarillo.org
- Corcoran, CA www.cityofcorcoran.com
- El Dorado Hills, CA www.eldoradohillscsd.org
- Fortuna, CA www.friendlyfortuna.com
- Huntington Beach, CA www.huntingtonbeachca.gov
- Redding, CA www.cityofredding.gov
- Redondo Beach, CA www.redondo.org
- San Carlos, CA www.cityofsancarlos.org
- San Marino, CA www.cityofsanmarino.org
- Stockton, CA www.stocktonca.gov
- Pacific Grove, CA www.cityofpacificgrove.org
- Rolling Hills, CA www.rolling-hills.org
- And Many More!

Revize Clients!

- Clark County, NV www.clarkcountynv.gov
- Des Moines, IA www.dsm.city
- Eagle County, CO www.eaglecounty.us
- Glencoe, IL www.villageofglencoe.org
- Largo, FL www.largo.com
- Myrtle Beach, SC www.cityofmyrtlebeach.com
- New Bern, NC www.newbern-nc.org
- Olympia, WA www.olympiawa.gov
- San Carlos, CA www.cityofsancarlos.org
- St. Petersburg, FL www.stpete.org
- Troy, MI www.troymi.gov
- And Many More!

Colleen Roberts, New Bern, NC – Public Information Officer

“Revize is a beehive of creative thinkers who are interested in putting your organization’s communication objectives front and center. They’re extremely easy to work with and they’re engaged every step of the way. Before, during and after Revize did our site build, they were super responsive any time we had questions or concerns. & they’re always open to new ideas too. We couldn’t be happier!”



Dear Website Selection Committee

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- City of Largo, FL www.largo.com
- New Bern, NC www.newbern-nc.org
- San Carlos, CA www.cityofsancarlos.org
- City of St. Petersburg, FL www.stpete.org
- City of Des Moines, IA www.dsm.city
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them

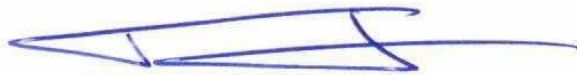
- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement
with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean
Program Manager
248-269-9263 x8035
Thomas.Jean@revize.com

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

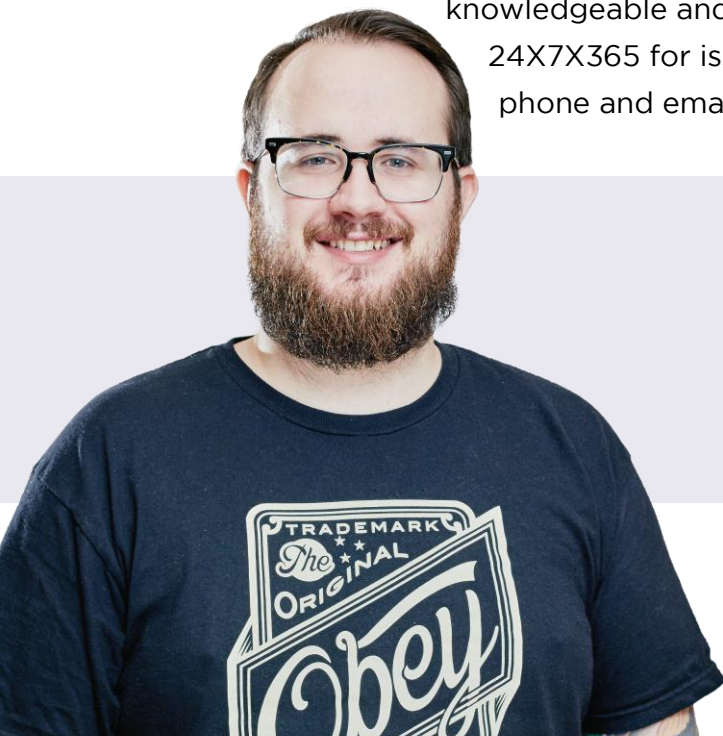
- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Company Profile

FOUNDED	HEADQUARTERS	PHONE	WEB SITE
1995	150 Kirts Blvd. Troy, MI 48084	248-269-9263	www.revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many

municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”



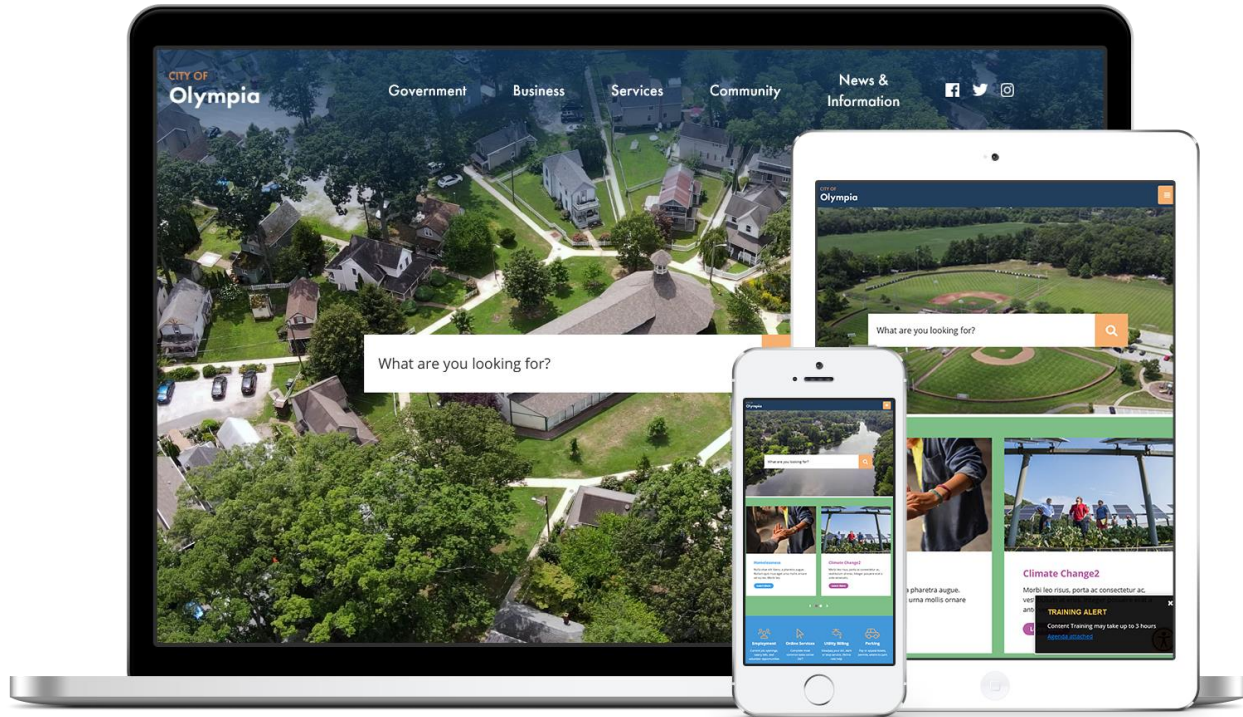
Did you know?

Revize has won national awards for our websites!

Government Project Experience

The City of Olympia, Washington

www.olympiawa.gov



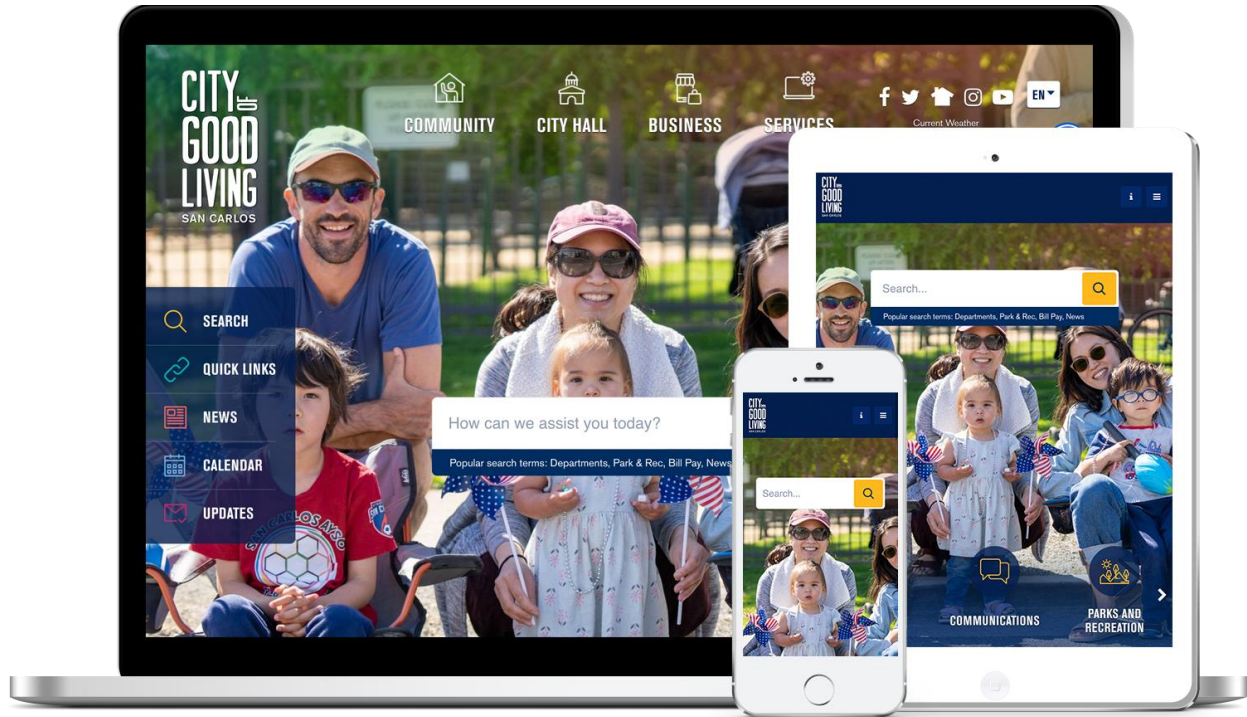
3CMA Savvy Award Winner

Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!

City of San Carlos, California

www.cityofsancarlos.org



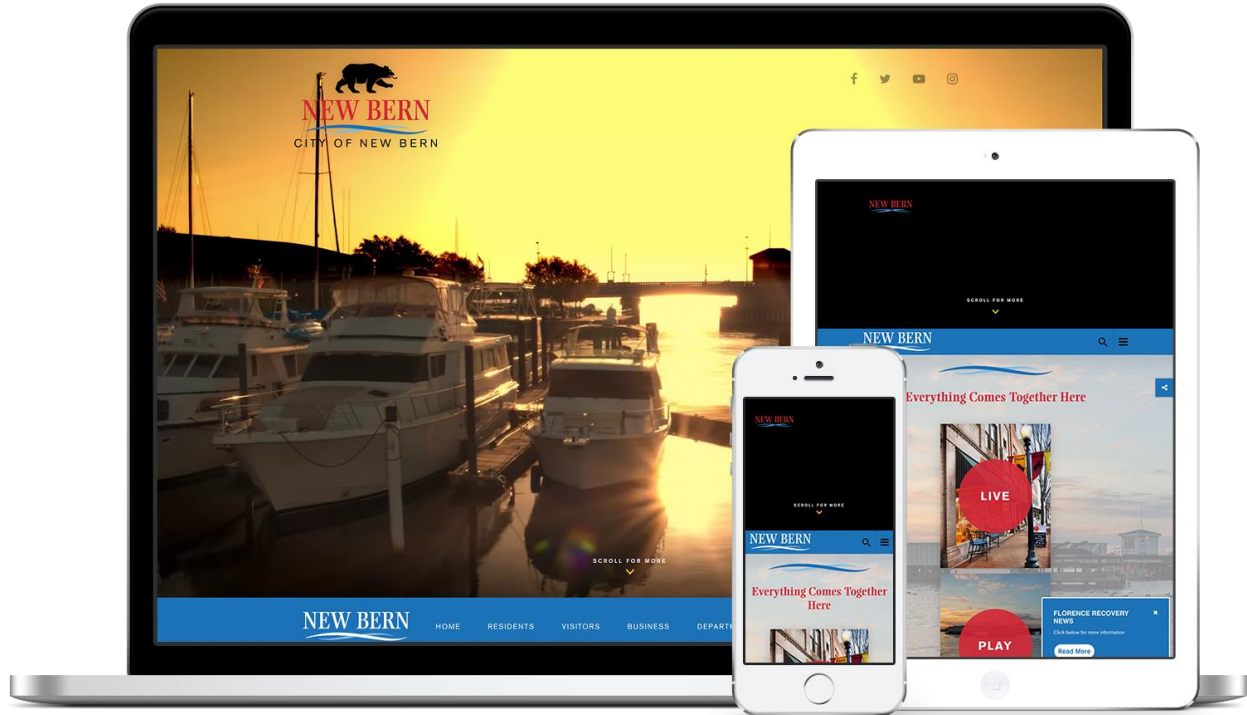
Horizon Interactive Award Winner

Details:

The City of Arcadia, California chose Revize because they wanted a website that was highly customized to their needs. In this site, we built unique designs for the city and recreation department. Each one has its own unique look and feel while maintaining the brand. This site also includes our proprietary “curated search” feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!

The City of New Bern, North Carolina

www.newbernncc.gov

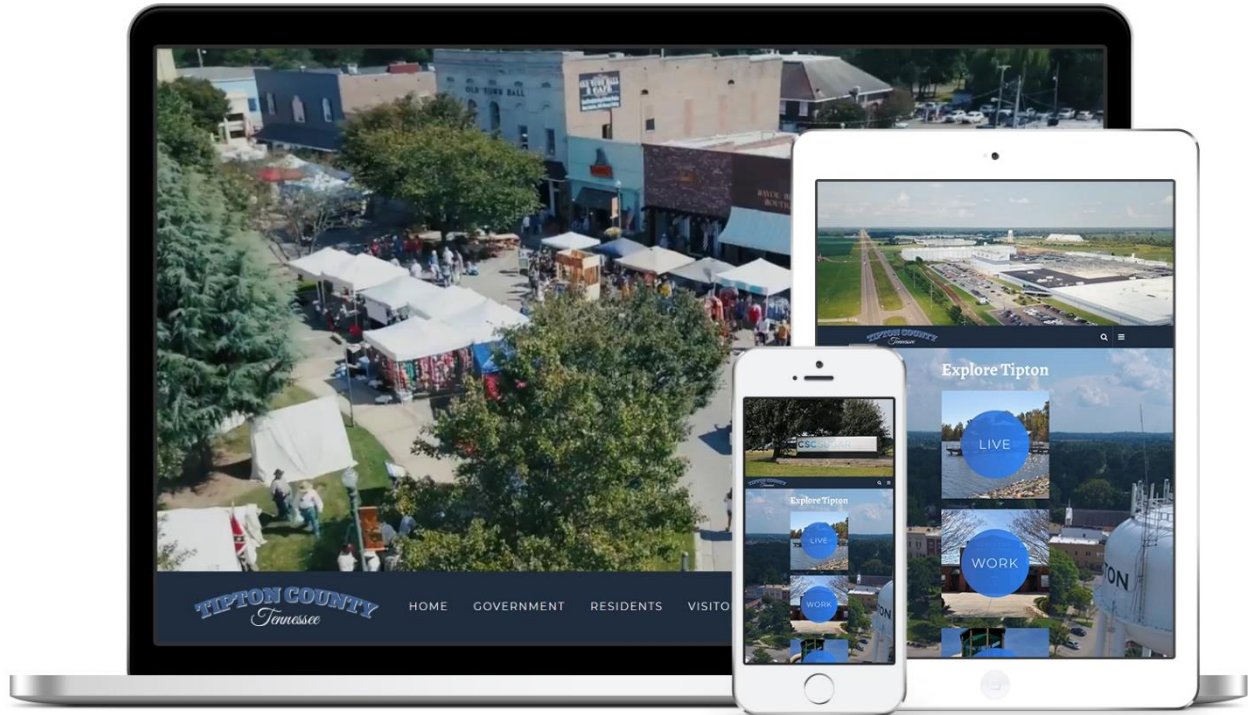


Details:

New Bern, North Carolina wanted a design unlike any City out there. With this design we pushed the limit of what people think when they see a City website. We integrated a drone video that plays on the full width homepage. In addition, this site features more scrolling than you may notice on more traditional websites. That is a good thing! Users are now, more than ever, viewing websites on their hand-held devices. Some estimates say this is as high as 60% of all internet usage! With more scrolling we are able to give the user a lot of information, without having to squeeze it into such a small space. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the City's brand in a way that is unmatched in the industry!

Tipton County, Tennessee

www.tiptonco.com



Details:

Tipton County is located on the Mississippi River north of Memphis and is one of the fastest growing counties in the state. Because of this fact, the website needed to refocus its attention. In addition to resident services, this website has a focus on economic development. To achieve this, we started off by integrating a drone video. That video instantly showcases the growth in industry that Tipton is experiencing. As you scroll down the website, this business-friendly atmosphere is intertwined with resident engagement features. Each department has their own icon that is used to identify them uniquely. The interior pages have distinctive features that make them stand out as if they were stand-alone websites. With its service for residents and its appeal to the business community, this is the next generation of government websites.

The Village of Glencoe, Illinois

www.villageofglencoe.org

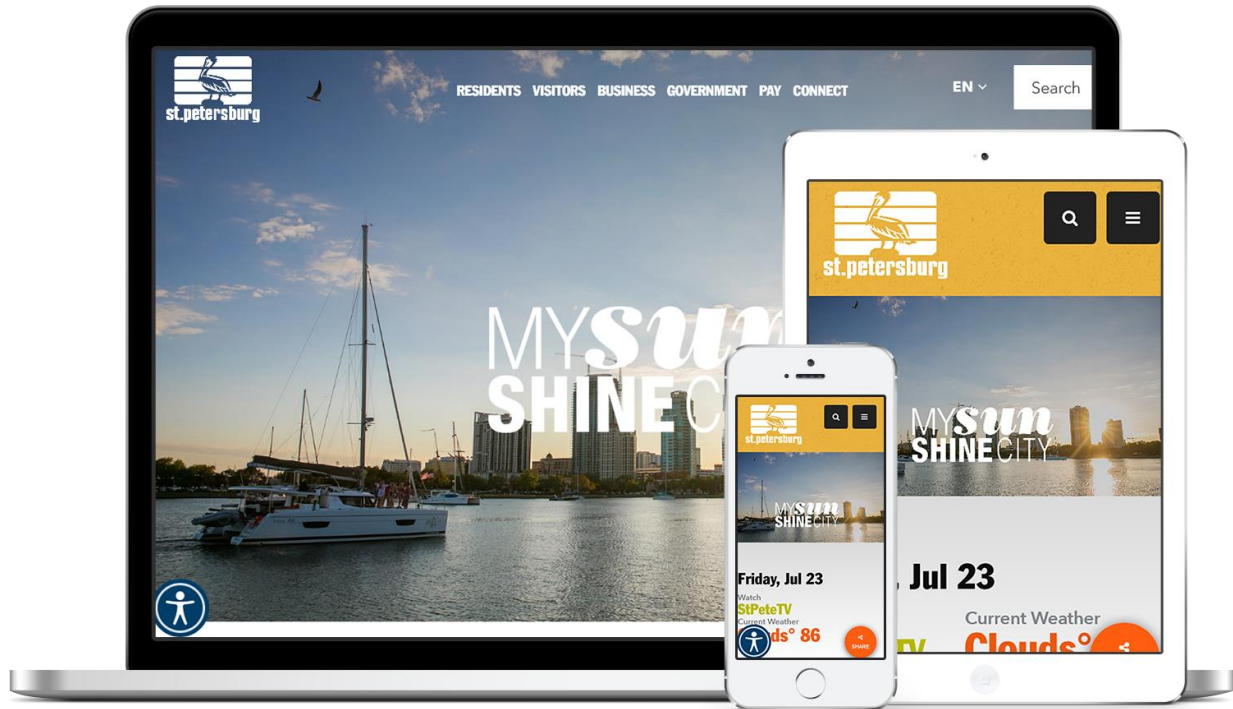


Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager’s Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

The City of St. Petersburg, Florida

www.stpete.org

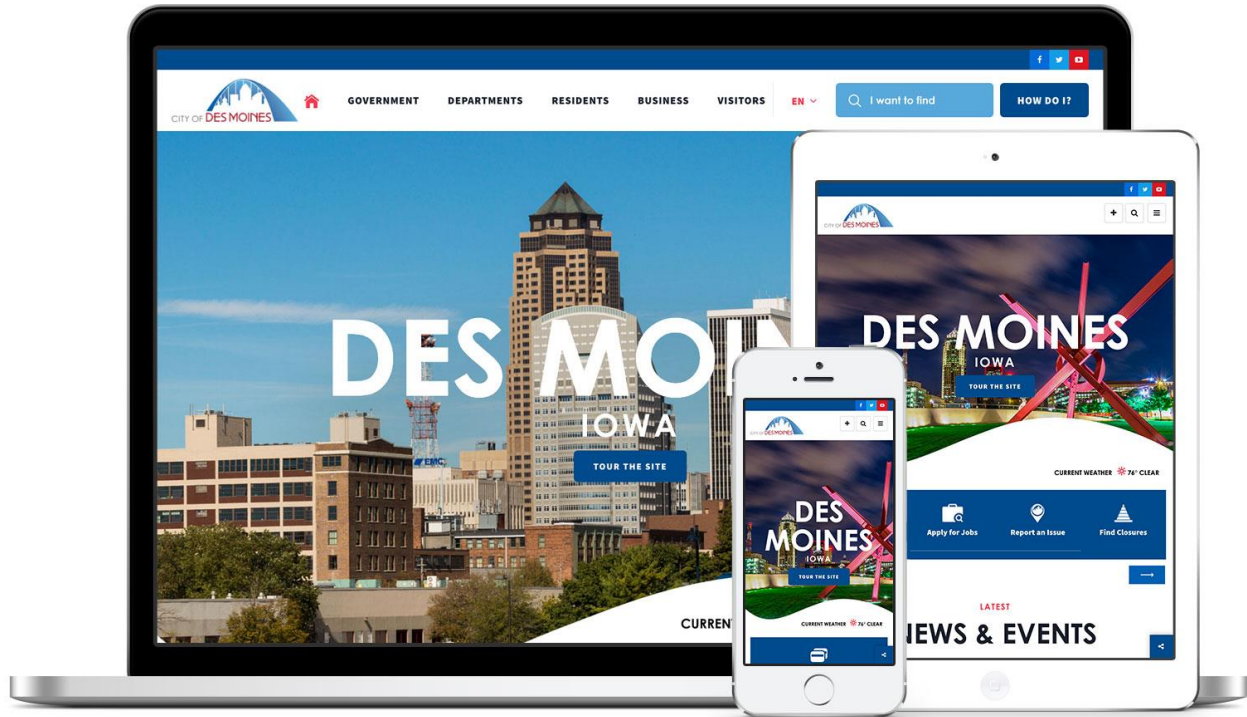


Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

City of Des Moines, Iowa

www.dsm.city



Details:

The City of Des Moines, Iowa came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!

City of Largo, Florida

www.largo.com

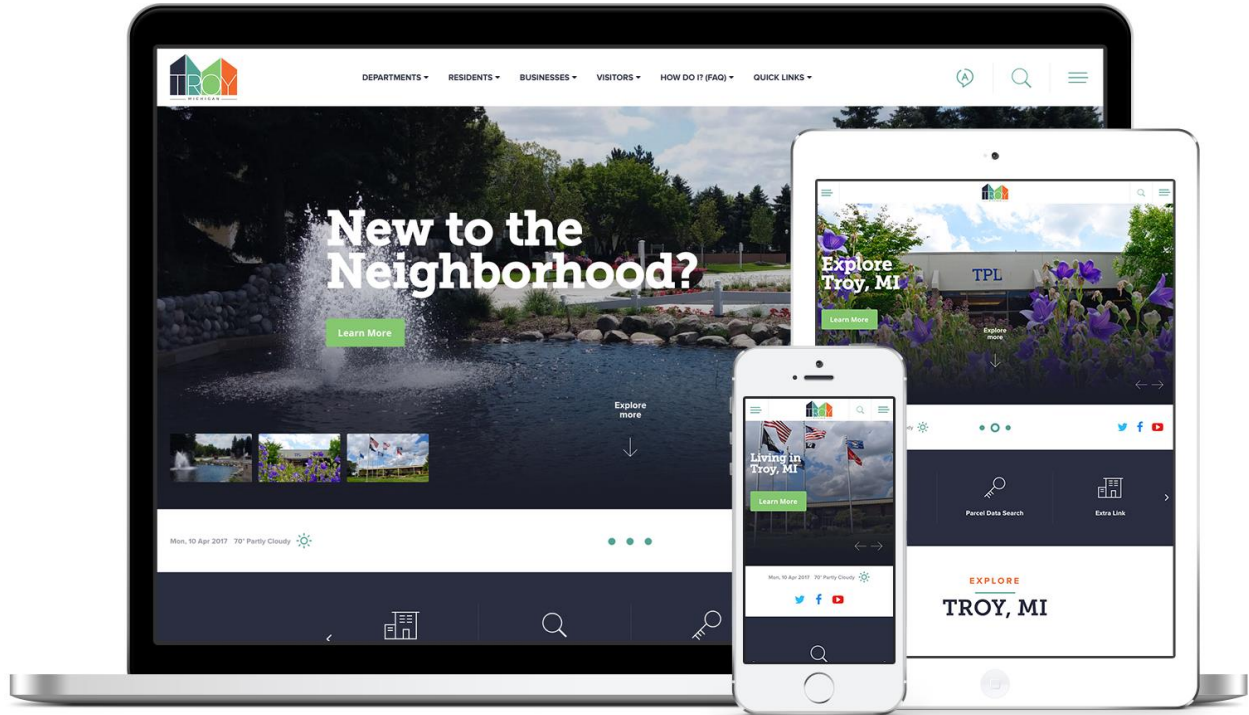


Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

The City of Troy, Michigan

www.troymi.gov



Details:

The City of Troy wanted a website to increase ease of communication to all of their audiences. In addition, the city has been experiencing an economic resurgence particularly in the technology sector. In fact, Revize headquarters are in the City of Troy! This project included custom designs for The City, Library, and Recreation Department. Integration with the City’s existing 3rd party software was a major linchpin of this project. Included is a live-searchable “How Do I” section that narrows down results as the user is typing. This allows any user to easily find what they are looking for regardless of which department it exists under.

Government Account References

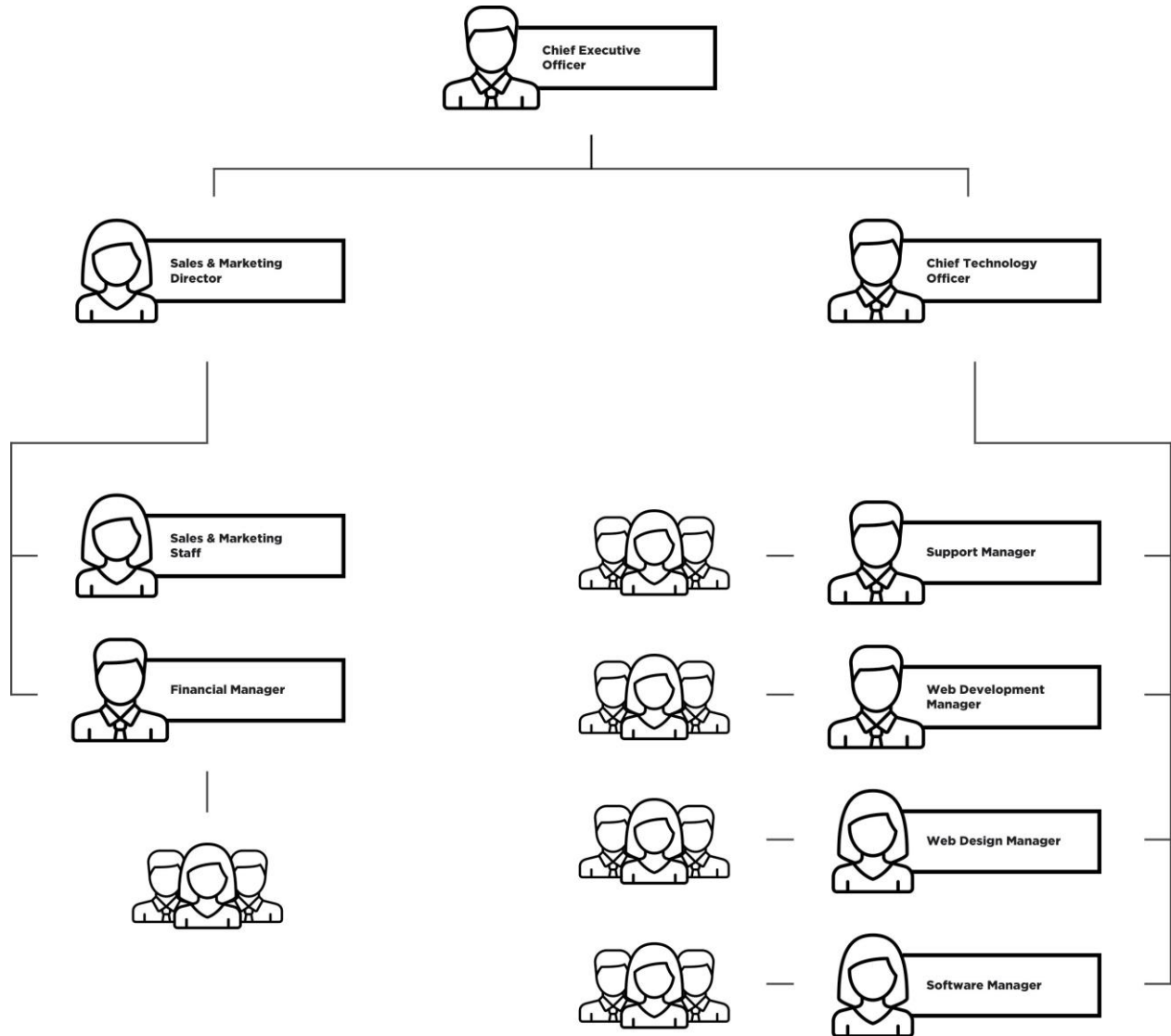
Client: City of Wylie, TX
Craig Kelly, Public Information Officer
Office: (972) 516-6016
Email: craig.kelly@wylietetexas.gov
Website: www.ci.wylie.tx.us

Client: City of Olympia, WA
Joshua Linn, Website Administrator
Office: (360) 570-3782
Email: JLinn@ci.olympia.wa.us
Website: www.olympiawa.gov

Client: Pasco County, FL
Bryan Shaw, Web Content Developer
Office: (727) 815-7177
Email: bshaw@mypasco.net
Website: www.pascocountyfl.net

Client: Tipton County, TN
Shawn Anderson, GISP Director
Phone: (901) 476-0234
Email: sanderson@tiptonco.com
Website: www.tiptonco.com

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

“We Build Superior Technology
into Every Website with CMS
Performance & Reliability That’s
Second to None.”

What sets Revize apart from other companies? Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

**“We Always Provide Knowledgeable,
Friendly and Responsive Service!”**

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: “What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?” The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Top Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.



“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX

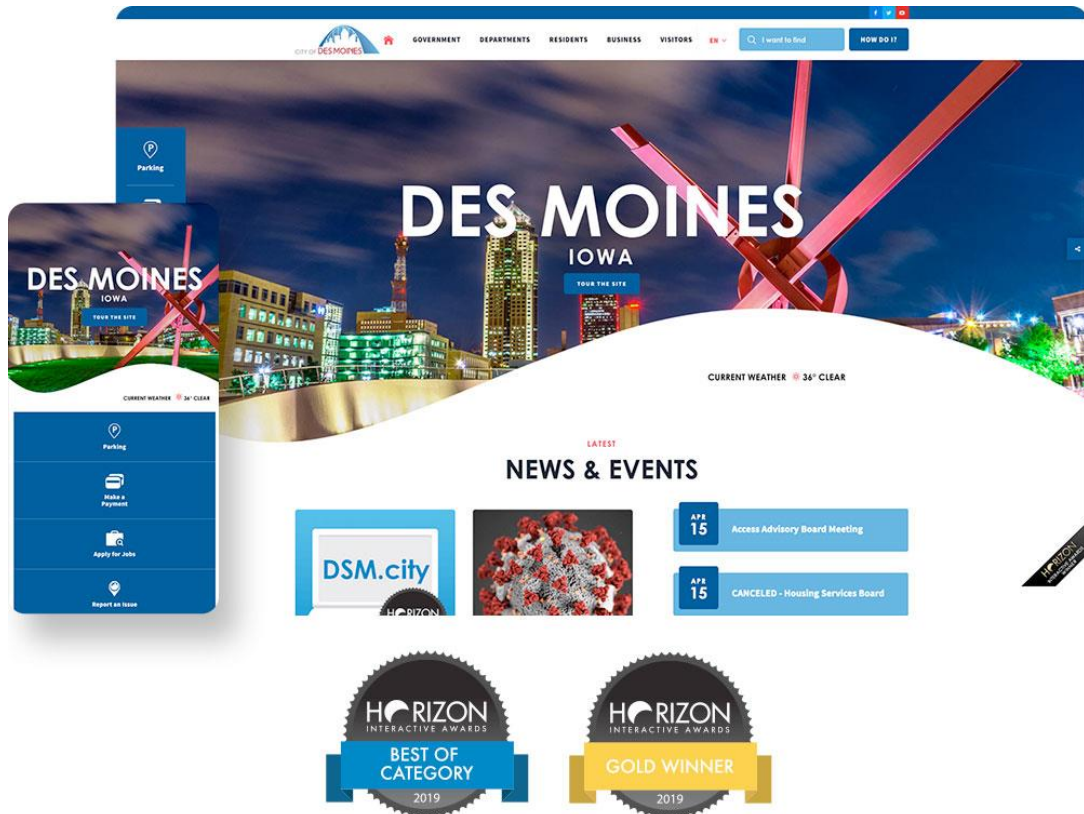
Did you know?

Revize CMS is one of the most advanced CMS in the government web design industry with over 15 years of development.

Awards & Accolades

“The project was a collaboration between Revize, who understood our vision and had the technical expertise to make it happen”

- MaryLee Woods, Deputy Chief Information Officer for the City



The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

We don't use a "one size fits all" approach because it doesn't make sense.

However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

“We guarantee the best support in the industry that’s 24/7 365 by the trained developers & technicians”



Did you know?

Revize will provide a project portal that allows you to check in on the status of your project at any time!

Timeline

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	1 Week
Phase 2: Discovery & Design	6 Weeks
Phase 3: HTML Template Development	2-4 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	3 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	5-6 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	1-3 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	21-27 Weeks



Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Revize Project Life Cycle

Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.

Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography - This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds - With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

“Over the past 20 years, Revize has mastered the art of designing government websites.”

Key Phase Objectives & Deliverables:

The following steps are followed while designing new sites

- **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience’s needs. The Revize designer will also conduct his own research in order to capture the character and “feel” of your area, which will inspire ideas for the overall

design direction of the website.

- **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page “wireframe” will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.

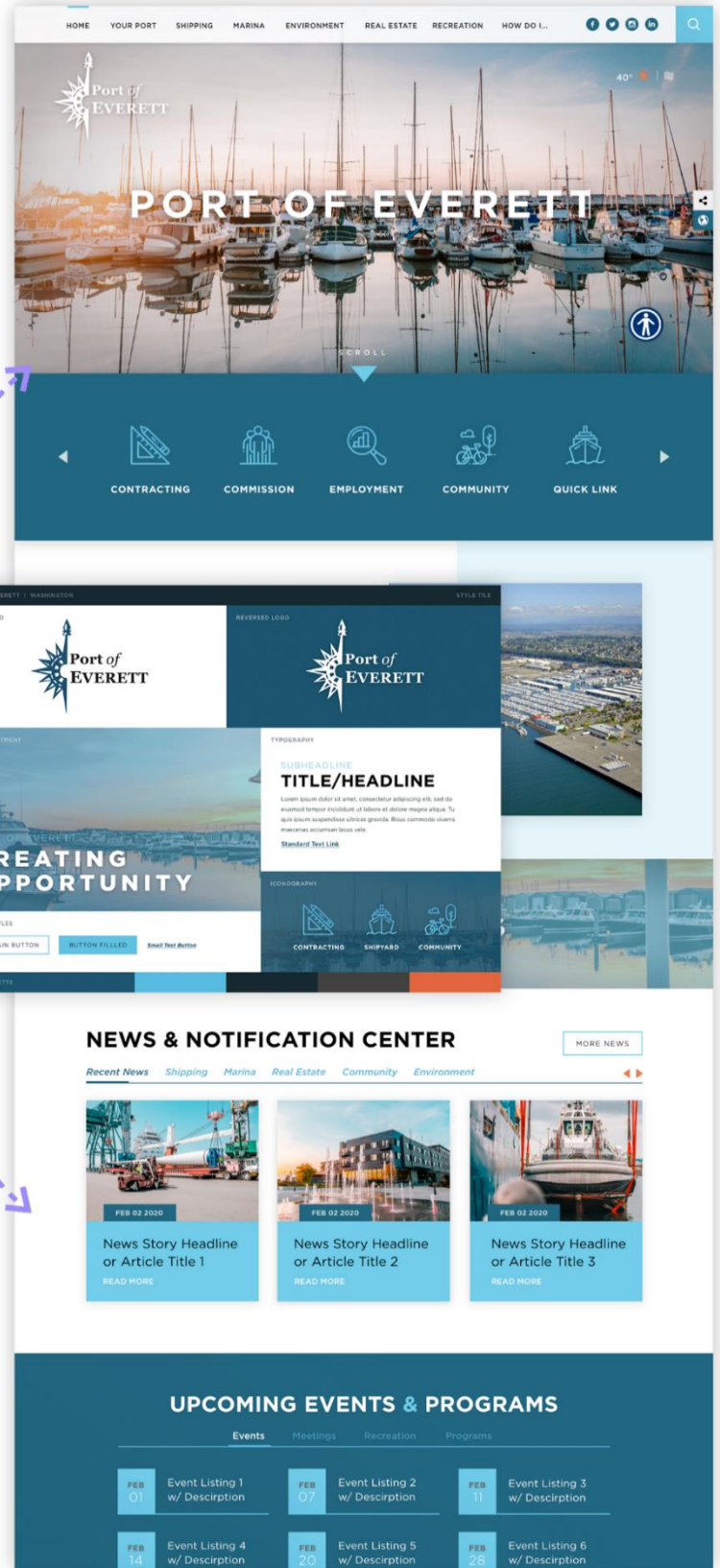


Did you know?

Revize will provide a 100% from scratch design with a satisfaction guarantee!

Wire Frame to Concept

- Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.



Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development & QA Testing

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality.

This phase may overlap phases 2 - 4.

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 6: Content Development / Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 7: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center

Revize Government Websites Proposal

- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

Revize Maintenance Covers

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage



Did you know?

Revize has launched hundreds of municipal and county websites large and small!

Phase 8: Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing

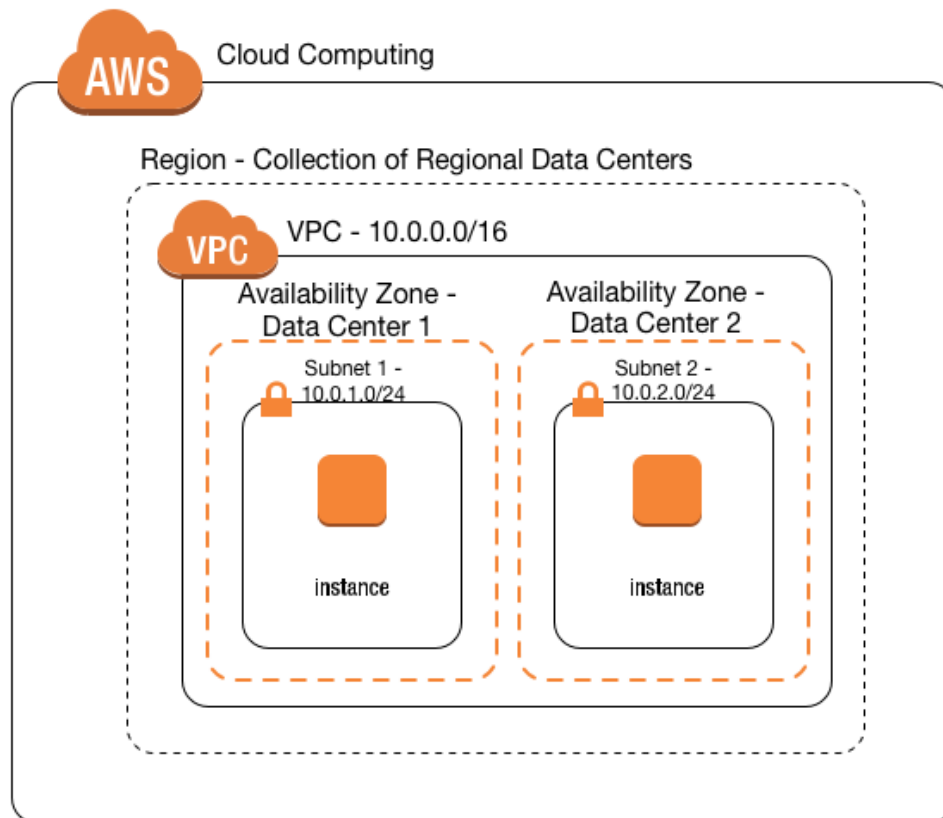
Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Revize Cloud Hosting, Disaster Recovery, & Security

Resilient Hosting:

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple Regions in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet

A region has multiple, isolated locations known as Availability Zones (AZ). Availability Zones are inter-connected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.



Revize Web Sites are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-

selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

Disaster Recovery:

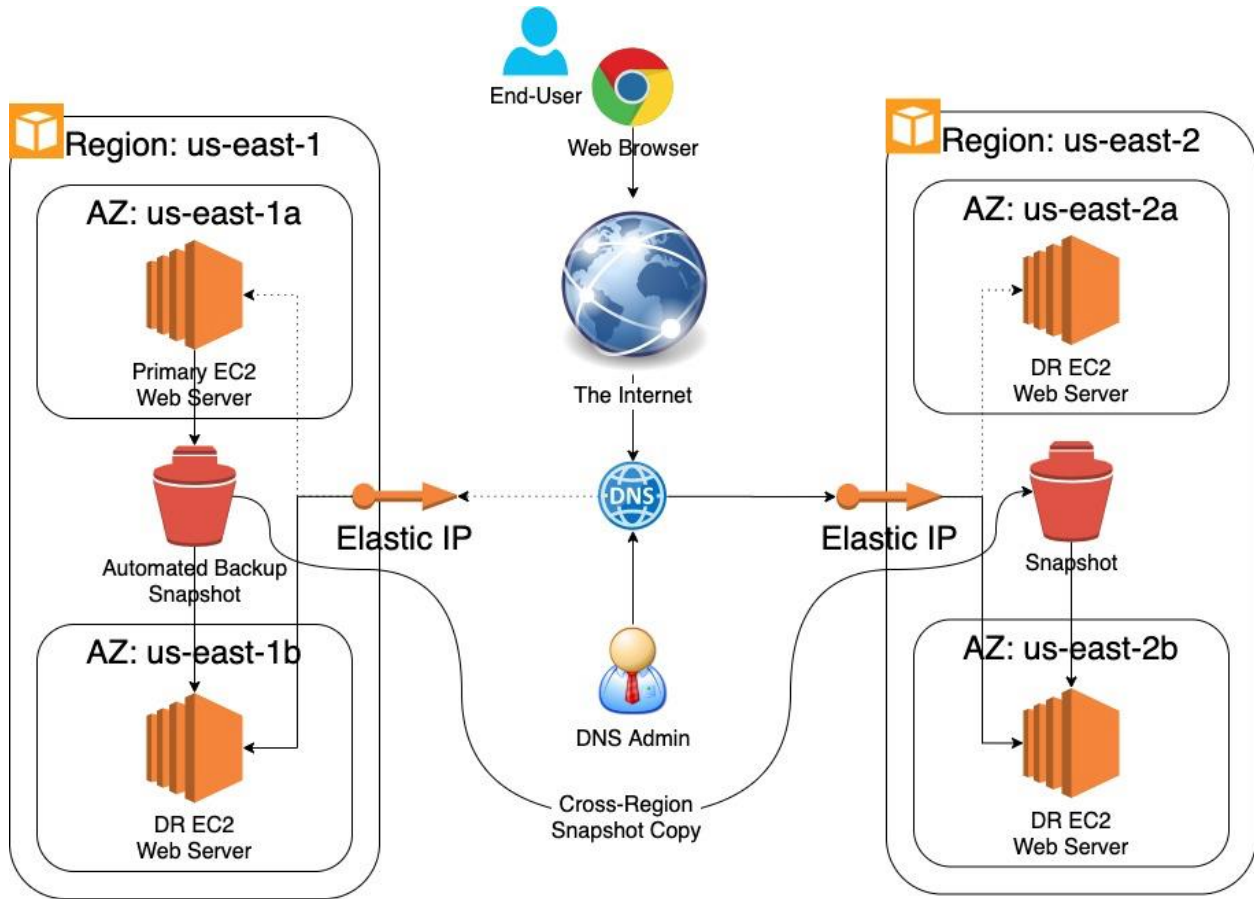
Windows Web Server virtual disk or EC2 Elastic Block Storage (EBS) is backed up on every night at 10 PM EST. Additionally, the snapshots or virtual disk backups are subsequently automatically copied between regions to enable cross-region recovery capabilities.

Should a Web Site hosted by Revize and monitored in automated fashion become unavailable, another EC2 instance can be restarted. When that proves insufficient EC2 instance will be reprovisioned in the same availability zone, a different availability zone, or, in a different region using the latest snapshot in the matter of a couple of minutes.

The incoming request, from the Internet traffic, is bound to a static IP address or Elastic IP in AWS terms that leverages NAT to forward traffic to a running EC2 instance private IP address. In the case of an EC2 instance re-provisioned in the same region, whether in the same or a different availability zone, Elastic IP is re-assigned to the new EC2 instance.

Elastic IP is represented to the public internet using CName or A-Host domain name services entry. In case of an EC2 instance or an availability zone failure, no adjustment to domain name service is required. In the case of a regional, wide-spread AWS outage, an EC2 instance is reprovisioned in a different region, re-using the latest snapshot preserving the content as of the last automated backup. However, an Elastic IP is specific to the region and, therefore a change to CName or A-Host configuration is required to point to the disaster recovery regional Elastic IP.

Revize Government Websites Proposal



Revize Disaster Recovery Infrastructure Diagram. AZ stands for Availability Zones

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Revize/AWS complies with SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018 and other programs. Revize is responsible for securing the content, access to the content on the web server, to snapshots, configurations and infrastructure as a whole.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
 - Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers



Did you know?

Revize will host your website and CMS in at least two completely separate geographic locations!

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”



Revize AI ChatBot

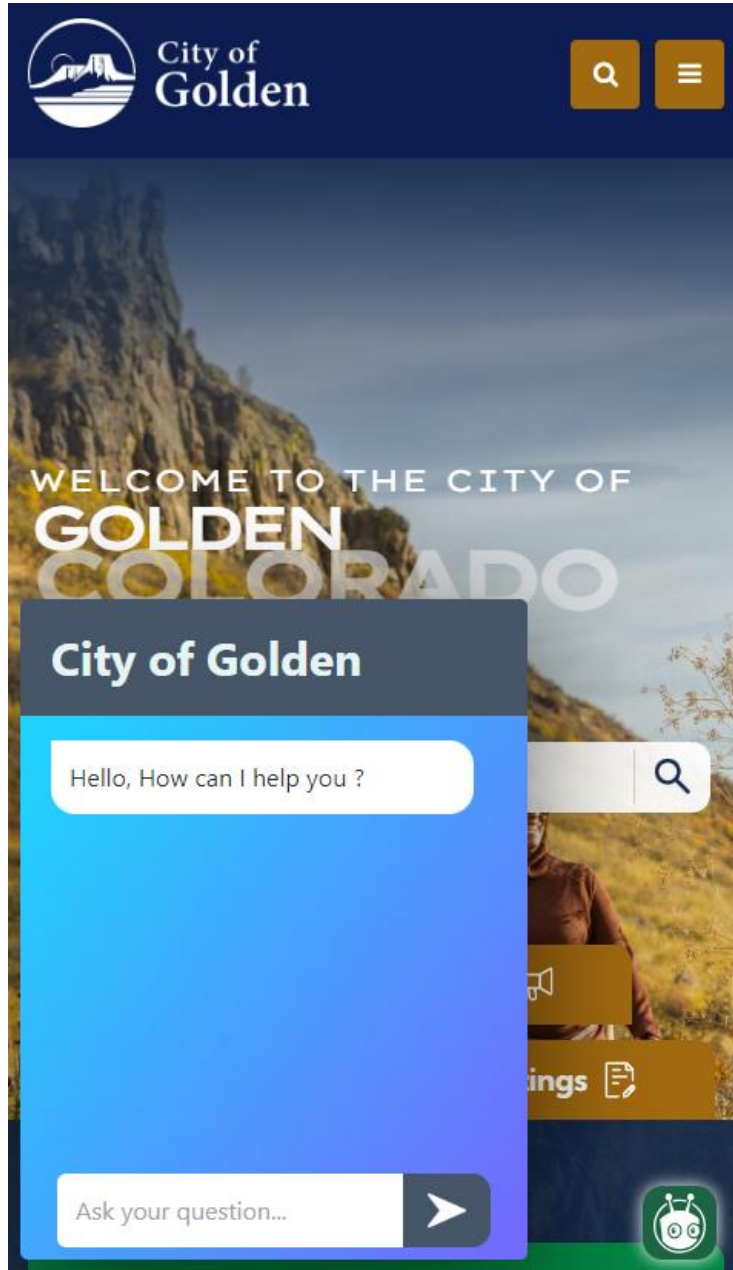
As part of Revize’s fully integrated lineup of features, we are excited to introduce the latest in AI Chat technology. The Revize ChatBot allows your visitors to instantly find answers to their questions - without the need to search, find, and read an entire webpage.

Users simply type in their question, and the Revize ChatBot provides a detailed response in seconds!

Unlike some third party live chats that force admins to pre-populate content, the Revize ChatBot is quite different. It learns the content of your website and provides answers based on that content.

Admins can even configure the ChatBot to ignore certain content of your website and learn content of other websites.

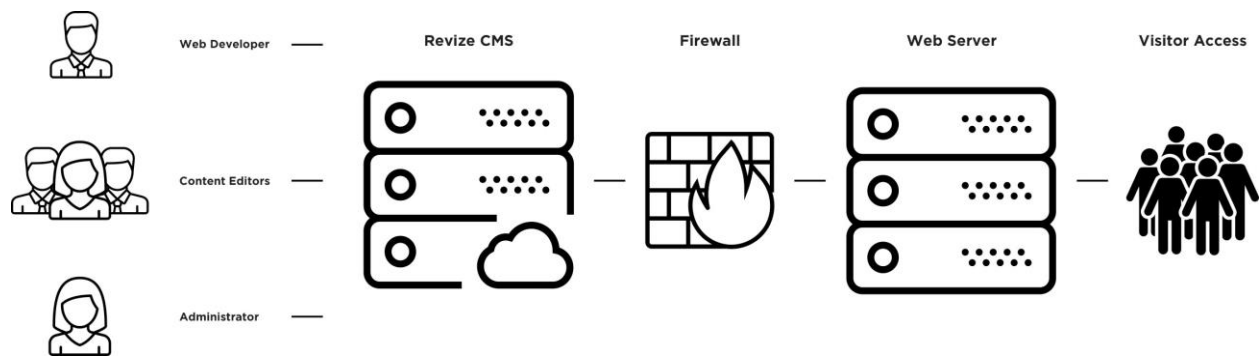
Keep in mind, Revize developed this feature ourselves. Which means the maintenance, updates, tech support are all handled directly by Revize. No need to deal with another vendor.



Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM



“Security, Performance,
Redundancy”



Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

- **Thomas Jean:** Program Manager
- **Alison Bieber:** Project Manager
- **Alex Parent:** Creative Arts Director/Web Designer
- **Samir Alley:** Chief Operating Officer
- **Denise Brazier:** Revize CMS Trainer
- **Jamie Phy:** Revize CMS Integrator/Backend Developer
- **Richard Opiniano:** HTML Developer
- **Joseph Nagrant:** VP Sales/Marketing
- **Derek Ortiz:** Chief Technology Officer
- **Akshaya Ray:** Chief Cloud Architect
- **Many More!**

Thomas Jean - Program Manager

As a project manager, Thomas has managed many award-winning website projects for our clients, including Des Moines, IA – San Carlos, CA – Largo, FL - Oswego County, NY – Dupage County, IL - Eagle County, CO – Arlington Heights, IL - Kentwood, MI! Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a genuine subject matter expert when it comes to the inner workings of government. As a former Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. With his unique background and education from one of the nation’s top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community’s website needs.

- **Philosophy:** Learn as much as possible about our clients and use that knowledge to help build an amazing website.
- **Education:** BA degree in Political Science from University of Michigan;
- **Expertise:** Government procedure, special projects, public affairs, community development.
- **Role on your website project:** Project Manager

Alison Bieber - Project Manager

Alison possesses an innate passion for innovation. Following a decade immersed in the Opera world, she shifted her focus towards entrepreneurship and technology. Playing a pivotal role in establishing the foundations of various initiatives within the non-profit and small business sectors, Alison brings a diverse and proven track record to the table.

- **Philosophy:** “Quality is not an act, it is a habit.” - Aristotle
- **Education:** M.A. in Applied Linguistics with a concentration in Foreign Language Pedagogy, University of Massachusetts; B.M. in Vocal Performance, Boston Conservatory at Berklee.
- **Expertise:** Pedagogy, management, communication
- **Role on your website project:** Project Manager

Ray Akshaya – Chief Cloud Architect

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Chief Cloud Architect

Samir Alley – Chief Operating Officer

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

Denise Brazier - Lead Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** “Always explain things in the terms of your audience to ensure their understanding”
- **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset

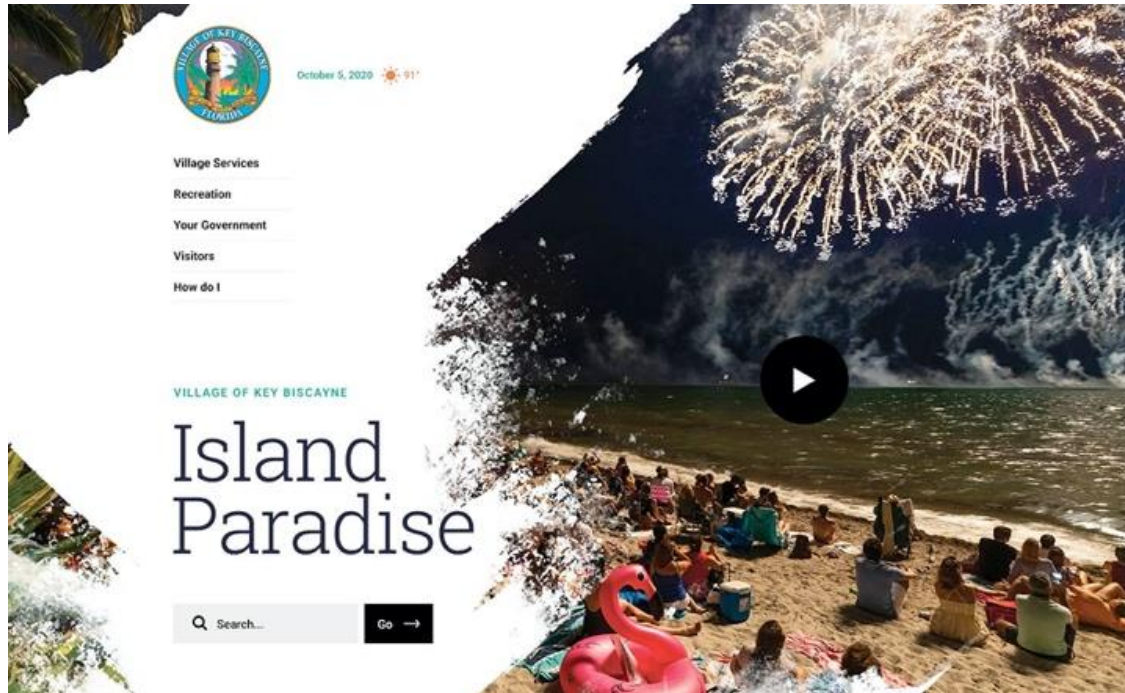


Did you know?

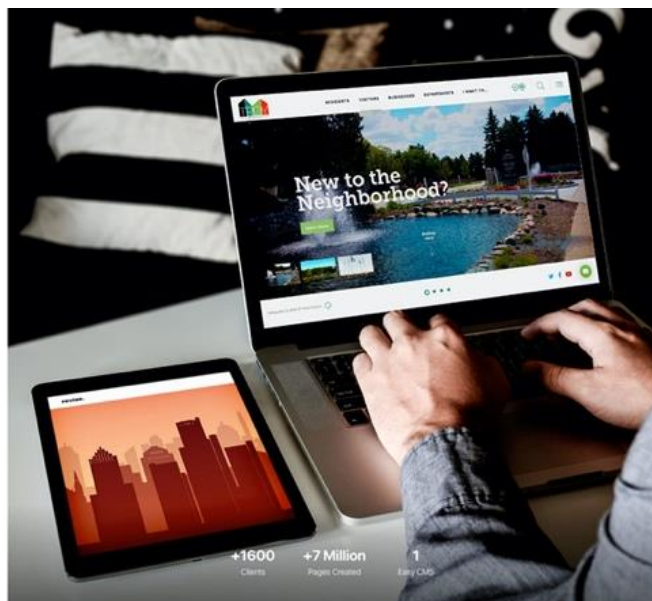
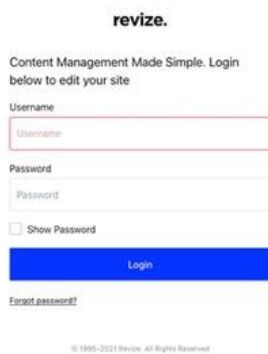
Revize will put together a project team based on the unique needs of your project!

Revize Government CMS User Interface

1. Revize CMS User Interface Home Page

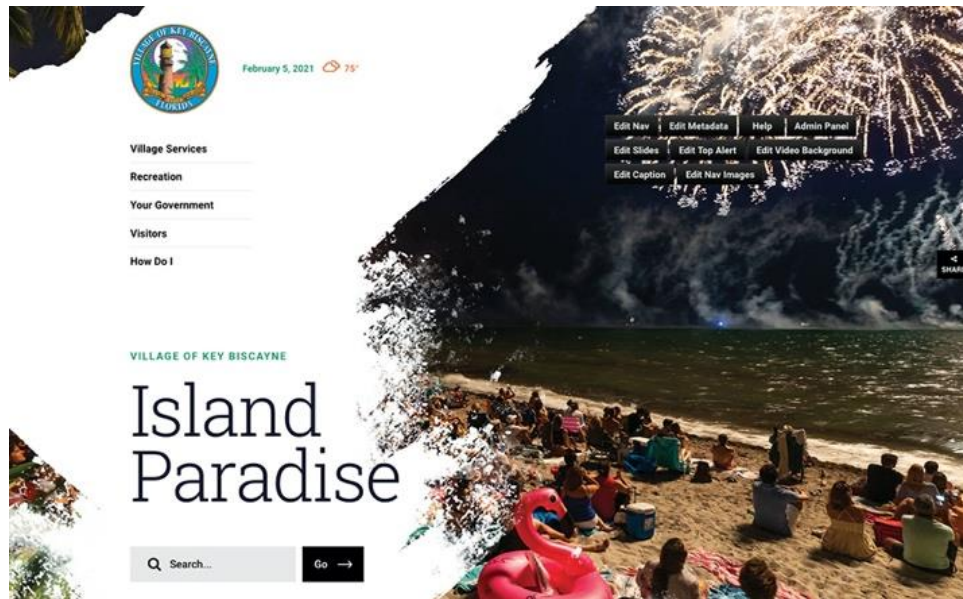


2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.

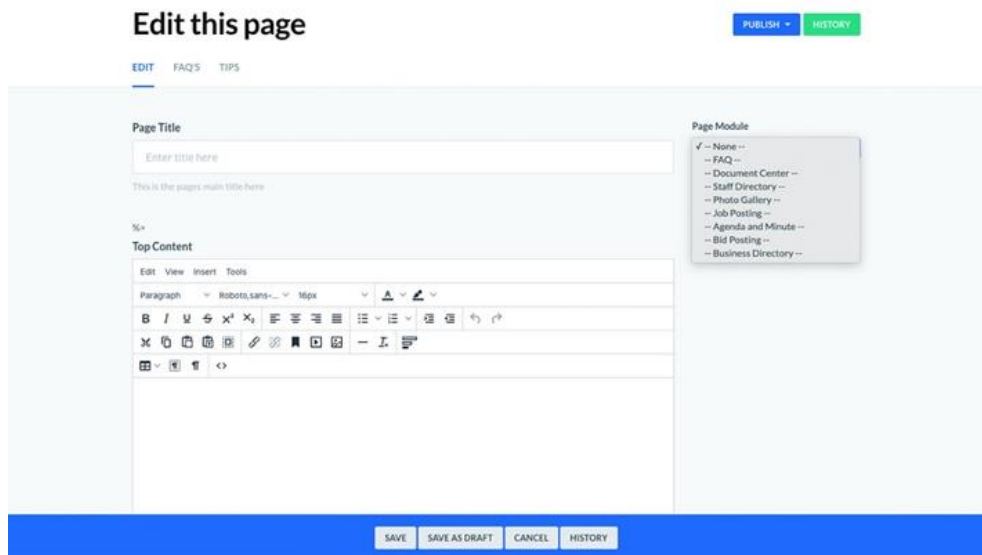


Revize Government Websites Proposal

3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



4. The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a “Word Like” editor.



After the page is “saved”, the page can be sent to an approver for review or immediately published to the web site.

Revize Quote

Phase 1: Kickoff Meeting and Discovery/Project Planning	
Phase 2: Design Mockups/Wireframes One concept, unlimited rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	
Phase 3 & 4: HTML Development & Revize CMS Integration Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	
Phase 5: QA Testing & Custom Development	
Phase 6: Site map development and content migration Site map development and migration according to new sitemap including spell checking and style corrections - Up to 1,000 webpages and 1,000 documents	
Phase 7: Content editing and site administration training	
Phase 8: Go live!	
Annual tech support, CMS software updates (unlimited users), and website health checks. website hosting included (30GB storage space):	\$8,900
Grand Total (1st year)	\$53,900
Second year and onward investment	\$8,900/year

Payment Options

Revize provides a free website redesign during year four of service!

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

Optional Payment Plan – Three Year Payment Breakdown – Interest Free

Year 1:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 2:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 3:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 4:	Annual Hosting, Support, Maintenance (Optional) Includes Free Redesign

Included Features

The Following Applications & Features will be integrated into Your Website:
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Citizen Connect (Community Blog)
- Curated "Smart Search"
- Online Interactive Forms with Bookables (Public Records Request App)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

Revize Support Includes

- 8 AM - 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage



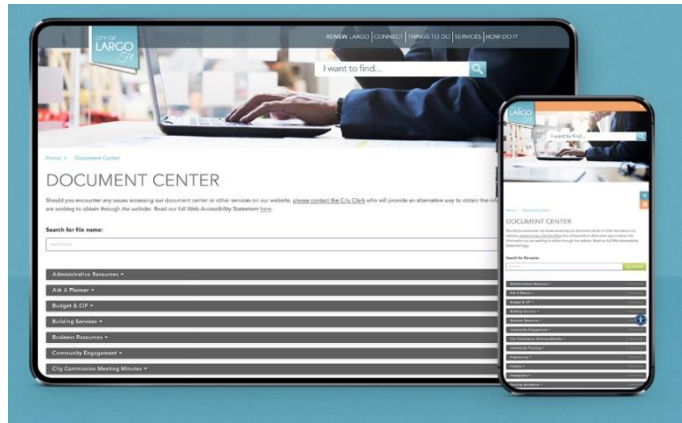
Did you know?

Revize updates your Content Management System an average of 4 times per year!

Citizen's Communication Center Apps

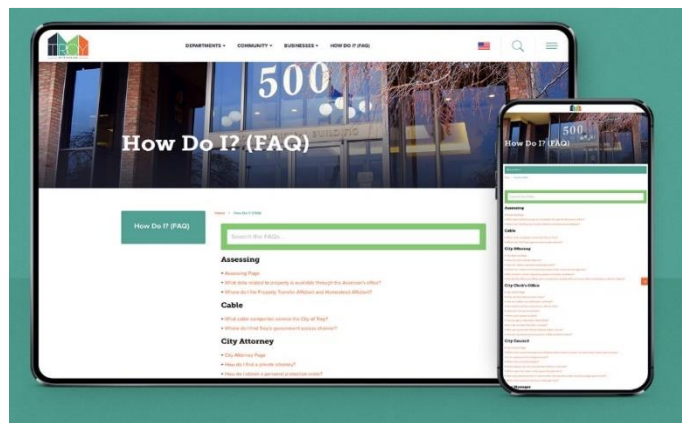
DOCUMENT CENTER APP

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks -- and you won't incur any printing or postage costs.



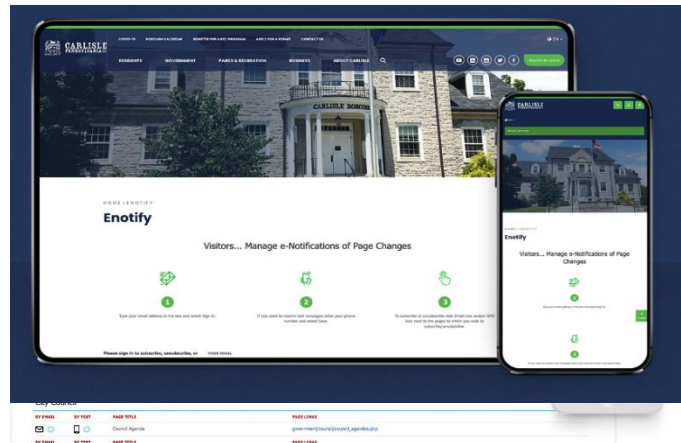
FAQ

FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!



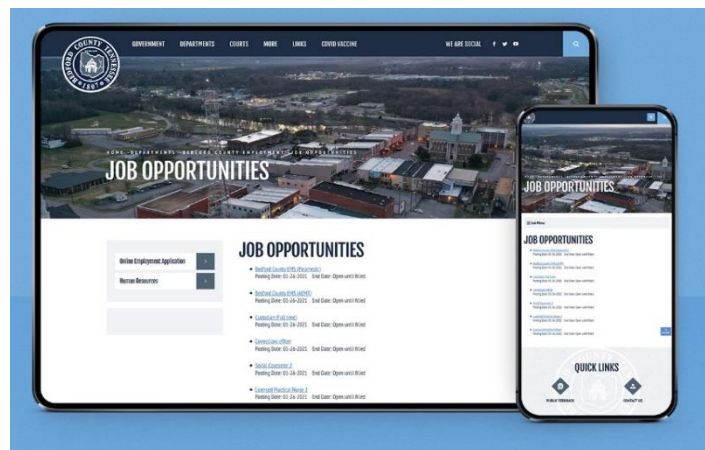
E-NOTIFY

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



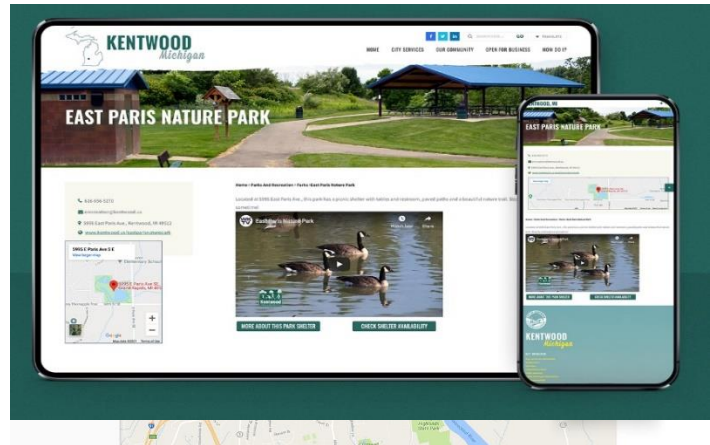
JOB POSTING

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.



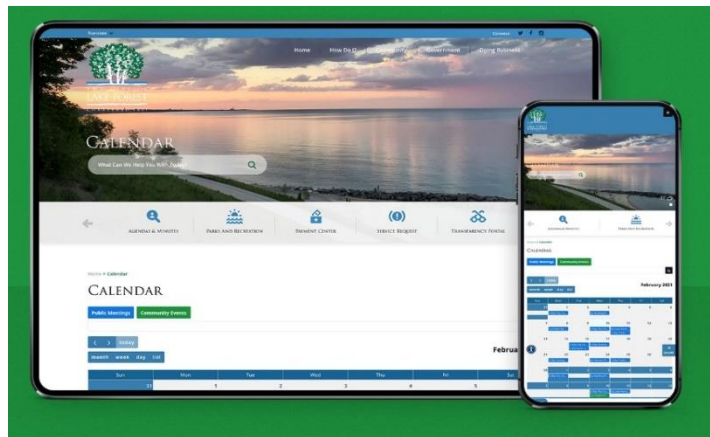
INTERACTIVE MAP

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.



CALENDAR APP

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.



NOTIFICATION CENTER

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.

BID POSTING

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

BUSINESS DIRECTORY

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.

NEWS CENTER WITH FACEBOOK INTEGRATION

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

ONLINE FORMS

Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

Citizen's Engagement Center Apps

PUBLIC SERVICE REQUEST APP

This app allows residents to submit requests based on a map view. Each time an issue is submitted, a staff member will receive an email notification. From there they are able to respond directly to the requests. Photo submission, automatic escalation, mobile app integration, and archived reporting make this one of our most powerful features!

CITIZEN REQUEST CENTER

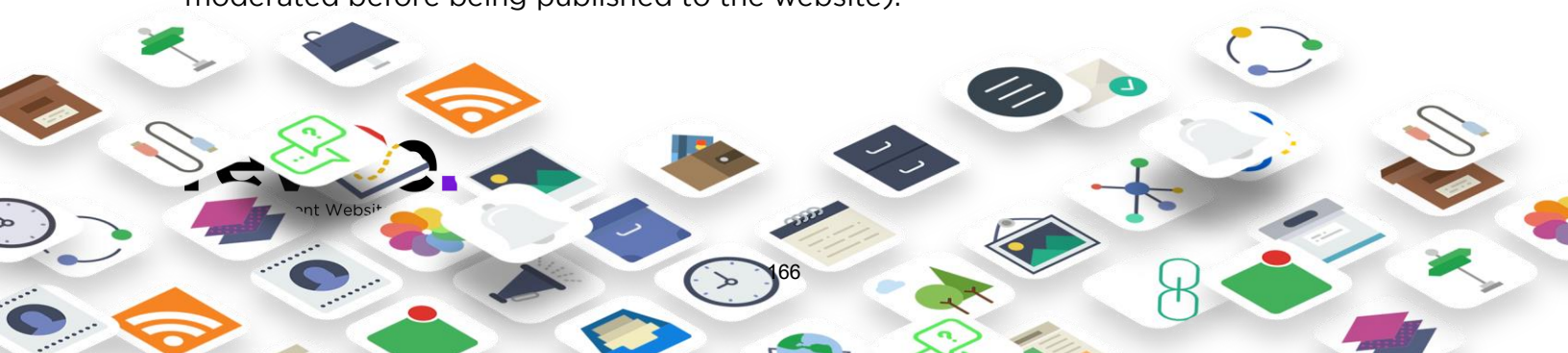
This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not a spam.

PUBLIC RECORDS REQUEST TRACKER

This app allows public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and automated response is generated with a unique tracking number. The system allows the full tracking, correspondence and online handling of all types of public record request. The record request form is very flexible and customizable for every municipality.

CITIZEN CONNECT

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).



PARKS RESERVATION

This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

ONLINE BILL PAY

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.

RSS FEED

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.



Staff Productivity Apps

AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.

JOB POSTING APP

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.

IMAGE MANAGER

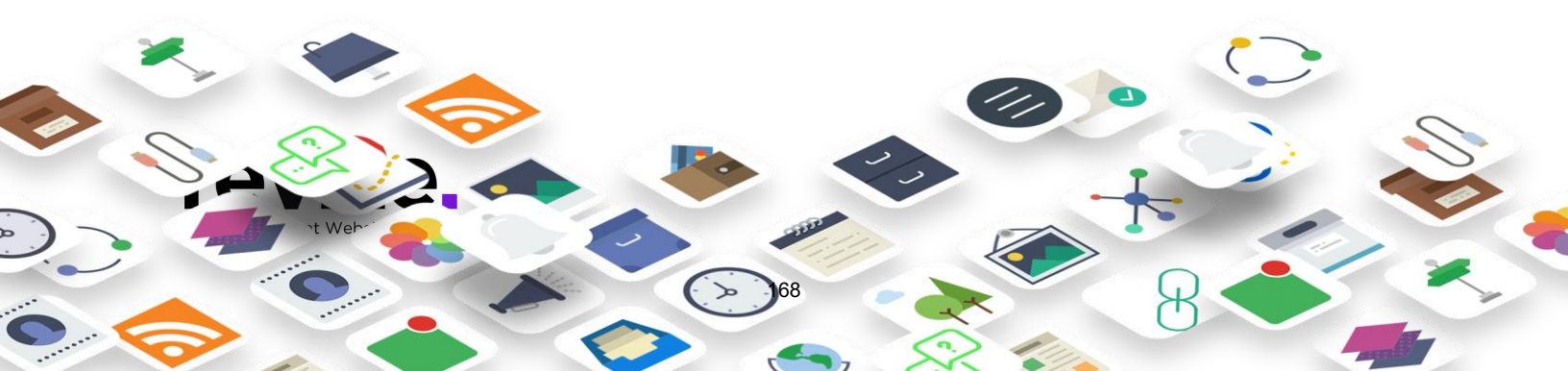
Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.

INTRANET

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.

LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



AUDIT TRAIL

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.

AUTO SITEMAP TOOL

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.

HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.

ROLES/PERMISSION SETUP

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.

SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.

WEBSITE STATISTICS

Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.

WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized “approver” to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

“Our innovative solutions are custom-tailored to meet the needs of each individual client.”



Did you know?

Revize installs new features into your content management system on a rolling basis!



Thank you

For Considering Revize

Prepared by Thomas J. Jean
150 Kirts Blvd. Troy, MI 48084
Ph: 248-269-9263 x8035 Fax: 866-346-8880
www.revize.com



STAFF REPORT

Police Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC. FOR EVIDENCE.COM AND AXON CAPTURE SUBSCRIPTION SERVICES, FOR A FIVE-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$111,329

CEQA: Not a Project

Recommendation: Waive the Formal Bid Process and Approve

SUMMARY

As part of the Fiscal Year 2024-25 Equipment Replacement budget, the acquisition of cellphones has been approved, along with digital evidence management software (“Evidence.com”) and storage (“Axon Capture”), intended for distribution to sworn personnel. Evidence.com and Axon Capture will serve as the designated evidence storage database for City-issued cell phones. Furthermore, it is the preferred method for sharing files with the Los Angeles County District Attorney’s Office and other law enforcement agencies.

It is recommended that the City Council waive the formal bid process and approve the Master Services and Purchasing Agreement with Axon Enterprise, Inc. for Evidence.com and Axon Capture Subscription Services, for a five-year period in an amount not to exceed \$111,329.

BACKGROUND

Founded in 1993, Axon introduced TASER energy weapons. Since then, Axon expanded its line of digital and technology solutions. Axon’s ecosystem of connected video recording, cloud, and mobile technologies is built around Axon Evidence, a cloud-based system that centralizes various digital files. Axon Evidence has been operating in this capacity since 2009. Axon Evidence, also known as Evidence.com, manages all types of digital media from capture to courtroom and is fully Criminal Justice Information System (“CJIS”) compliant, with tamper-proof data where all access events are reported in a secure audit trail. Axon Capture, purchased with Evidence.com, is a mobile application

that allows officers to capture and store digital evidence from the field. The application, which is compatible with iOS and Android devices, eliminates the need to carry multiple devices for photo, video, and audio recording.

DISCUSSION

The Department purchased cell phones for sworn personnel as part of the Fiscal Year 2024-25 Equipment Replacement budget. Cell phones aim to enhance communication and ensure officers have access to the latest technology in the field. These devices will be equipped with secure applications that allow officers to document incidents, capture evidence, and access real-time data, thereby improving response times and operational efficiency. Additionally, the integration with Evidence.com and Axon Capture ensures that all gathered data is securely stored and easily accessible for investigative and legal purposes, fostering improved collaboration with the District Attorney's Office and other agencies. This initiative underscores the Department's commitment to leveraging technology to enhance public safety and streamline law enforcement processes.

By using Evidence.com and Axon Capture, the use of a traditional server would be eliminated, instead using a cloud-based server housed by Axon. Moreover, Axon Capture would eliminate the need to use outdated digital cameras, which produce less clear evidentiary photos. Evidence.com and Axon Capture will be installed on every City-issued cell phone. The total cost for the mobile applications over a five-year period amounts to \$111,329. This includes Year 1, which is priced at \$25,161, and Years 2 through 5, each costing \$21,541 per year. Given that Axon Enterprise Inc. is the sole manufacturer of the mobile applications Evidence.com and Axon Capture, which was built specifically for law enforcement, it is recommended that the City Council waive the formal bid process and authorize the purchase.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Sufficient funds in the amount of \$25,161 have been allocated in the Fiscal Year 2024-25 Equipment Replacement Budget, for the Year 1 purchase of Evidence.com and Axon Capture. Funds for the following years will be allocated in the General Fund Operating budget.

RECOMMENDATION

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and waive the formal bid process and authorize the Master Services and Purchasing Agreement with Axon Enterprise, Inc. for Evidence.com and Axon Capture Subscription Services, for a five-year period in an amount not to exceed \$111,329.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Axon Enterprise Inc. Master Services and Purchasing Agreement
Axon Enterprise Inc. Quote

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
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8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
 9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
 10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
 11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
 12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
 13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
 14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
 15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
 16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
 17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
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18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
 3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
 7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
 8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
 11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
 12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
 13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
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21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer
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computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.
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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-603441-45532.701KP

Issued: 08/28/2024

Quote Expiration: 09/15/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 113385

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Arcadia Police Department - CA 250 W Huntington Dr Arcadia, CA 91007-3401 USA	Arcadia Police Department - CA 240 W Huntington Dr Arcadia CA 91007-3401 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Ernest Lopez Phone: 626-574-5163 Email: elopez@arcadiaca.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$111,329.44
ESTIMATED TOTAL W/ TAX	\$111,329.44

Discount Summary

Average Savings Per Year	\$2,353.39
TOTAL SAVINGS	\$11,766.96

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$25,161.88	\$0.00	\$25,161.88
Sep 2025	\$21,541.89	\$0.00	\$21,541.89
Sep 2026	\$21,541.89	\$0.00	\$21,541.89
Sep 2027	\$21,541.89	\$0.00	\$21,541.89
Sep 2028	\$21,541.89	\$0.00	\$21,541.89
Total	\$111,329.44	\$0.00	\$111,329.44

Quote Unbundled Price:	\$123,096.40
Quote List Price:	\$123,096.40
Quote Subtotal:	\$111,329.44

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	60		\$0.65	\$0.59	\$10,590.00	\$0.00	\$10,590.00
73618	AXON COMMUNITY REQUEST	64	60		\$10.85	\$9.82	\$37,706.24	\$0.00	\$37,706.24
BasicLicense	Basic License Bundle	62	60		\$16.27	\$14.71	\$54,707.56	\$0.00	\$54,707.56
ProLicense	Pro License Bundle	2	60		\$43.40	\$39.21	\$4,705.64	\$0.00	\$4,705.64
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$1,810.00	\$1,810.00	\$0.00	\$1,810.00
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$1,810.00	\$1,810.00	\$0.00	\$1,810.00
Total							\$111,329.44	\$0.00	\$111,329.44

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	62	10/01/2024	09/30/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	62	10/01/2024	09/30/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	10/01/2024	09/30/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	10/01/2024	09/30/2029
A la Carte	73618	AXON COMMUNITY REQUEST	64	10/01/2024	09/30/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	10/01/2024	09/30/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	250 W Huntington Dr	Arcadia	CA	91007-3401	USA

Payment Details

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73618	AXON COMMUNITY REQUEST	64	\$7,541.25	\$0.00	\$7,541.25
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,118.00	\$0.00	\$2,118.00
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$1,810.00	\$0.00	\$1,810.00
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$1,810.00	\$0.00	\$1,810.00
Year 1	BasicLicense	Basic License Bundle	62	\$10,941.50	\$0.00	\$10,941.50
Year 1	ProLicense	Pro License Bundle	2	\$941.13	\$0.00	\$941.13
Total				\$25,161.88	\$0.00	\$25,161.88

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73618	AXON COMMUNITY REQUEST	64	\$7,541.25	\$0.00	\$7,541.25
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,118.00	\$0.00	\$2,118.00
Year 2	BasicLicense	Basic License Bundle	62	\$10,941.51	\$0.00	\$10,941.51
Year 2	ProLicense	Pro License Bundle	2	\$941.13	\$0.00	\$941.13
Total				\$21,541.89	\$0.00	\$21,541.89

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73618	AXON COMMUNITY REQUEST	64	\$7,541.25	\$0.00	\$7,541.25
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,118.00	\$0.00	\$2,118.00
Year 3	BasicLicense	Basic License Bundle	62	\$10,941.51	\$0.00	\$10,941.51
Year 3	ProLicense	Pro License Bundle	2	\$941.13	\$0.00	\$941.13
Total				\$21,541.89	\$0.00	\$21,541.89

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73618	AXON COMMUNITY REQUEST	64	\$7,541.25	\$0.00	\$7,541.25
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,118.00	\$0.00	\$2,118.00
Year 4	BasicLicense	Basic License Bundle	62	\$10,941.51	\$0.00	\$10,941.51
Year 4	ProLicense	Pro License Bundle	2	\$941.13	\$0.00	\$941.13
Total				\$21,541.89	\$0.00	\$21,541.89

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73618	AXON COMMUNITY REQUEST	64	\$7,541.25	\$0.00	\$7,541.25
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	\$2,118.00	\$0.00	\$2,118.00
Year 5	BasicLicense	Basic License Bundle	62	\$10,941.51	\$0.00	\$10,941.51
Year 5	ProLicense	Pro License Bundle	2	\$941.13	\$0.00	\$941.13

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$21,541.89	\$0.00	\$21,541.89

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/28/2024





STAFF REPORT

Public Works Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: EXTENSION TO THE CONTRACT WITH WEST COAST ARBORISTS, INC. FOR ANNUAL TREE TRIMMING, TREE REMOVAL AND REPLACEMENT SERVICES IN THE AMOUNT OF \$437,080

CEQA: Not a Project

Recommendation: Approve

SUMMARY

On October 3, 2023, the City Council approved a contract with West Coast Arborists, Inc. ("WCA") for annual tree trimming, tree removal and replacement services, with the option of two, one-year extensions, for a total contract amount of \$424,350. WCA is reaching the end of their contract and has submitted a written offer to extend their contract for an additional year. WCA's offer reflects a 3%, or \$12,730 adjustment, to offset an increase in both General Liability and Auto Liability coverages. The City's Risk Manager requested that WCA increase their General Liability from \$10 million to \$25 million, and from \$1 million to \$5 million for Auto Liability. This will be WCA's first contract extension; all other terms and conditions of the contract will remain in effect.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with West Coast Arborists, Inc. for annual tree trimming, removal, and replacement services, in the amount of \$437,080.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for the care and maintenance of approximately 15,300 trees located in City parks, rights-of-way, medians, and public facilities throughout the City. To maintain the City's Urban Forest, an annual Tree Trimming Grid Program was created to ensure that all City trees are trimmed once every four years.

On October 3, 2023, the City Council approved a contract with WCA for annual tree trimming services, with the option of two one-year extensions. The cost for tree trimming services totaled \$384,350; however, to prevent damaged and diseased trees from falling and causing damage, the Capital Improvement Plan included \$40,000 for the removal

and replacement of trees that have reached the end of their life span. This service was included as part of the Tree Trimming Services Contract. The total awarded contract amount for annual tree trimming, tree removal and replacement services was \$424,350.

DISCUSSION

WCA is reaching the end of their contract agreement. Before submitting an extension letter to Arcadia, the City's Risk Manager requested that WCA increase the limits on both General Liability and Auto Liability coverages, from \$10 million to \$25 million for General Liability, and from \$1 million to \$5 million for Auto Liability. In light of the requested adjustments, WCA determined that the costs associated with increasing their coverage limits would require a cost adjustment of 3% on the current unit rates. This 3%, or \$12,730 adjustment, will allow WCA to manage the increased financial exposure and ensure the City remains well-protected under the new liability limits. This is WCA's first increase request.

As the City's current tree trimming contractor, WCA has provided excellent service. With over 40 years in business, WCA has extensive experience in tree maintenance and management services. In addition to the work performed for the City's annual Tree Trimming Grid Program, tree removal and replacement programs, WCA has provided the City with access to their proprietary tree inventory program. This software, known as ArborAccess, produces detailed listings (type, size, condition, location, etc.) and maintenance records of over 15,300 City trees. This comprehensive tree inventory and data program has been very valuable to the PWSD, as it provides useful information for the overall condition of the urban forest, service requests, and potential insurance claims. For these reasons, it is recommended that the City Council authorize the City Manager to execute a one-year contract extension with WCA, including the 3% increase.

ENVIRONMENTAL ANALYSIS

The proposed action of extending an agreement 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

All work is performed on a time and materials basis and the contractor is only paid for work performed. Since the contract extension is split over two fiscal years, there is sufficient funding in the Fiscal Year 2024-25 Operating Budget for the proposed increase. The Public Works Services Department will conduct a mid-year budget review of the tree trimming services contract and recommend budget adjustments, if needed. Additionally, the 2024-25 Capital Improvement Plan Budget includes \$40,000 for the Annual Tree Removal and Replacement Program.

RECOMMENDATION

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve, authorize and direct the City Manager to execute a one-year extension to the Contract with West Coast Arborists, Inc. for annual tree trimming, removal, and replacement services in the amount of \$437,080.

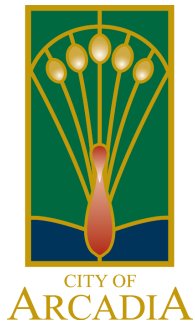
Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Contract Amendment No. 1

**AMENDMENT NO. 1 TO THE ANNUAL TREE TRIMMING MAINTENANCE SERVICES
CONTRACT BY AND BETWEEN THE CITY OF ARCADIA
AND WEST COAST ARBORISTS, INC.**



This Amendment No. 1 (“Amendment No. 1”) is hereby entered into this _____ day of _____, 2024 by and between the City of Arcadia, a municipal corporation of the State of California, and West Coast Arborists, Inc., a California Corporation, with respect to that certain Contract between the parties dated January 3, 2024 (“Agreement”).

The Parties agree as follows:

1. Section B of the Contract Term is hereby extended to include the period from January 3, 2024, through and including January 3, 2025 (“Extended Term”).
2. Section C of the Contract, during the Extended Term, Contract Price shall not exceed Four Hundred Thirty-Seven Thousand, Eighty Dollars and No Cents (\$437,080.00).
3. Part “A” General Conditions – Article 38, Section D. Commercial General Liability Insurance is amended by deleting therefrom “\$10,000,000 per occurrence for bodily injury, personal injury and property damage” and by substituting therefor “**\$25,000,000, per occurrence and in the aggregate for bodily injury, personal injury and property damage**”.
4. Part “A” General Conditions – Article 38, Section E. Automobile Liability Insurance is amended by deleting therefrom “\$1,000,000 per accident for bodily injury and property damage” and by substituting therefor “**\$5,000,000 per accident for bodily injury and property damage**”.
5. All terms and provisions of the Contract not amended by this Amendment No. 1 are hereby reaffirmed.

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

CITY OF ARCADIA

WEST COAST ARBORISTS, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:

City Clerk

By: _____
Title: _____
Dated: _____

APPROVED AS TO FORM

CONCUR:

Michael J. Maurer
City Attorney

Paul Cranmer
Public Works Services Director



STAFF REPORT

Public Works Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Daniel Vargas, Management Analyst

SUBJECT: PARTICIPATION IN THE ENERGIZED COMMUNITIES PROGRAM BY
CLEAN POWER ALLIANCE
CEQA: Not a Project
Recommendation: Approve

SUMMARY

On December 19, 2017, the City Council joined the Clean Power Alliance of Southern California (“CPA”) to provide an alternative to Southern California Edison (“SCE”). CPA began phasing in electric service to customers in the City of Arcadia in 2019. CPA recently launched an Energized Communities Program to assist partner agencies in reaching sustainability and de-carbonization goals by providing financial and technical support. The Energized Communities Program is made up of two parts: Pathways to Electrification and the Innovation Grant. The City of Arcadia plans on applying for both programs, which may each provide up to \$250,000 in grant funding. To apply, the City of Arcadia City Council must authorize participation in CPA’s Energized Communities Program.

It is recommended that the City Council approve participation in CPA’s Energized Communities Program; and authorize the City Manager to execute the Electric Fleet Transition Program Participation Agreement; and approve the submittal of applications for the Innovation Grant.

BACKGROUND

On December 19, 2017, the City Council joined the CPA, which is a Community Choice Aggregation organization that is able to purchase electricity from power producers and sell it to their customers at a lower cost than investor owned utilities such as SCE. CPA began phasing in electric service to customers in the City of Arcadia in 2019. One benefit of being a CPA member is that the City of Arcadia is able to invest in local energy programs. CPA recently launched the Energized Communities Program (“Program”) to assist partner agencies in reaching sustainability and de-carbonization goals by providing financial and technical support. The Program is designed to empower CPA communities with tangible pathways to help reduce greenhouse gas emissions, promote resiliency,

and ensure a healthier environment while creating jobs. The Program is made up of two parts: Pathways to Electrification, offering pre-selected measures to support electrification; and the Innovation Grant, which provides funding for creative de-carbonization projects.

Pathways to Electrification consists of three project areas: Building Electrification Assistance, Community Electric Vehicle Charging, and Electric Fleet Transition. Each partner agency has the option to select a single project area, which will be facilitated and overseen by CPA for easy and swift deployment. Funding, up to \$250,000 per project, is allocated to each partner agency for completing one of the selected project areas.

The Innovation Grant is a competitive funding opportunity for de-carbonization plans that promote energy equity, reduce greenhouse gas emissions, and reach climate goals. Partner agencies may submit up to two Innovation Grant applications, up to \$250,000 in funding per project. In addition, CPA will assist partner agencies to leverage maximum benefits in sourcing and applying for additional funding opportunities, to further support de-carbonization efforts.

DISCUSSION

The Public Works Services Department (“PWSD”) carefully reviewed the Energized Communities Program’s, Pathways to Electrification project areas, and has determined that the Electric Fleet Transition pathway best aligns with the City’s priorities. The Electric Fleet Transition pathway is designed to help partner agencies on their journey to zero-emission vehicle adoption by streamlining fleet planning, vehicle replacement, and the installation of charging infrastructure. This pathway includes technical assistance with planning and implementation for municipal fleets, including funding that can be used to offset the cost of the vehicles and charging infrastructure. The Electric Fleet Transition pathway will provide a fleet inventory assessment for each participating partner community to develop zero-emission vehicle transition plans, including a fleet replacement schedule and options for hard-to-electrify vehicles. This pathway also includes an energy-needs and site assessment for the proposed electric fleet, and site design plans for charging infrastructure at key facilities. Furthermore, partner agencies may receive tailored options for electric vehicle charging and networked service management to maximize savings and bolster grid reliability. These efforts will greatly assist the PWSD in complying with current and future state clean air regulations that require the adoption of zero-emission vehicles in municipal fleets. The Electric Fleet Transition pathway will provide funding of up to \$250,000. The PWSD plans on utilizing a portion of the Pathways to Electrification funds for the installation of additional Electric Vehicle Charging Stations at City Hall.

The Innovation Grant is designed to offer additional funding to address a range of sustainability projects, from grid management and resiliency to electrification and local procurement. Potential projects include electrification for affordable housing, such as heat

pump installations, rebate programs to switch to electric equipment, or permit streamlining to support electrification projects. Partner agencies can apply for a maximum of two Innovation Grants over the three-year program period. Grant projects are competitive and may be awarded up to \$250,000 in funding. The PWSD intends to apply for grant funds for residential rebate programs. The first application period closes on December 4, 2024.

ENVIRONMENTAL ANALYSIS

The proposed action of authorizing the participation in the Energized Communities Program 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.

If funding is provided for specific construction or infrastructure improvements, the project lead will conduct any necessary environmental assessments at that time.

FISCAL IMPACT

If successful, the Energized Communities Program may provide up to \$250,000 in Pathways to Electrification funds and an additional \$250,000 in Innovation Grant funds. The PWSD plans on utilizing a portion of Pathways to Electrification funds for the Installation of Electric Vehicle Charging Stations at City Hall, which is part of the Fiscal Year 2024-25 Capital Improvement Program budget. Leveraging these funds, in addition to the \$119,000 the City will receive from the Energy Efficiency and Conservation Block Grant, will help eliminate the City’s expected cost of \$121,000 for this project.

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 the participation in the Energized Communities Program by Clean Power Alliance, authorize the City Manager to execute the Electric Fleet Transition Program Participation Agreement, and approve the submittal of applications for the Innovation Grant.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Electric Fleet Transition Program Participation Agreement

ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT

This Electric Fleet Transition Program Participation Agreement (“Agreement”), made as of the last date signed below (the “Effective Date”), by and between the City of Arcadia (“Participant”), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program (“CPA”), referred to individually or collectively as “Party” or “Parties,” is to enroll Participant in the CPA Energized Communities Program for Electric Fleet Transition, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities Program (“Energized Communities”) to assist CPA’s member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program offering, CPA desires to support transportation electrification efforts in its service territory through the CPA Energized Communities Program for Electric Fleet Transition (“Program”), which seeks to help Participant develop and implement electrical vehicle (“EV”) fleet transition measures that will result in increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, to implement the Program, CPA has entered into the Professional Services Agreement, dated as of March 7, 2024, by and between Optony, Inc. (“Optony”) and CPA, under which Optony will provide technical support for Participant as it engages in efforts to develop, draft, review, and/or implement Participant’s fleet electrification measures;

WHEREAS, CPA intends to make Optony or a successor consultant (“Contractor”) available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or implement Participant’s fleet electrification measures;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or implements fleet electrification measures; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of implementing fleet electrification measures as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2029 (“Term”).
2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

3. **CPA Obligations.** CPA agrees to perform the services and provide financial reimbursement to Participant, as detailed in Exhibit A, Electric Fleet Transition – Program Terms and Conditions, attached hereto.
4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.
5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**
 - a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY FLEET ELECTRIFICATION MEASURES IMPLEMENTED BY PARTICIPANT.
 - b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES.

- c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. Insurance.

- a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.
- d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured

endorsement issued by the insurance company or program of self-insurance.

- e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.
 - f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.
7. **Publicity.** Participant acknowledges and agrees that implementation of the Program may be publicized and included in marketing materials by CPA and Contractor. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Arcadia" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); *provided*, that CPA may omit "City of Arcadia" from CPA marketing materials when publicizing the Electric Fleet Transition offering generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Program. Any publicity or marketing materials, including those mentioned above, that include CPA or Participant logos must be reviewed and approved by both Parties before issuance, subject to the proviso in the preceding sentence. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

Participant shall include CPA's logo and a statement acknowledging CPA funding of electrification measures on any equipment, including vehicles, and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size.

8. **General Provisions.**

- a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.
- b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.
- c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.
- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this

Agreement.

- e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.
- g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:

[Name]
[Title]

[City of Arcadia]
[Contact Address]
[Email Address]

- j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

Ted Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date:

[Name]
[Title]
City of Arcadia
Date:

Exhibit A

Electric Fleet Transition - Program Terms and Conditions

1. CPA Obligations

- a. CPA will make commercially reasonable efforts to ensure the availability of Contractor to provide the Technical Services (as defined below). CPA does not guarantee (a) that Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Program ensures implementation of fleet electrification measures.
- b. CPA will provide financial reimbursement to Participant in an amount (i) no greater than \$250,000 (two hundred fifty thousand dollars) and (ii) to be specified in the Project Scope and Budget, as defined below.
- c. CPA will monitor the technical support provided by Contractor and help coordinate fleet electrification efforts with regional stakeholders.

2. Participant Obligations

- a. Data, Point of Contact, and Access. Within twelve (12) months of Effective Date, Participant agrees to provide requested data and a dedicated point of contact to CPA and Contractor for coordination purposes throughout the Program. Participant agrees to coordinate visits to its facilities with CPA and Contractor, as needed, to collect information to prepare site designs and EV charging infrastructure installation plans.
- b. Scope and Budget. Participant shall commit to a project scope and budget (“Project Scope and Budget”) that plans to acquire EVs into the agency’s fleet, construct charging infrastructure, and/or install EV charging ports, within three years from the initial project launch meeting with CPA and Contractor, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to the Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Technical Services or Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget.
- c. Technical Services. Within twelve (12) months of Effective Date, Participant shall specify which of the following services (“Technical Services”) will be requested from the Contractor in the Project Scope and Budget:
 - i. Fleet replacement plan.
 - ii. Energy needs assessment.
 - iii. Charging infrastructure plan for one or more locations.
 - iv. Permit-ready site designs.

- v. Managed charging assessment to analyze optimized and non-optimized EV charging costs.
 - vi. Funding package overview to identify rebate and funding opportunities appropriate for the project, including a summary of the CPA funds available to implement the project recommendations (“Funding Memo”).
- d. Project Funding. Participant shall specify expected use of funding for project implementation (“Project Funding”) and make that request from CPA in the Project Scope and Budget.
- i. The following expenses are eligible for Project Funding from CPA:
 1. Electric vehicles purchase (funding will cover the cost difference between a fossil fuel vehicle and its comparable electric alternative, which shall be an amount to be determined by CPA in consultation with Contractor).
 2. EV charging equipment, including warranties, service contracts, and/or subscription fees.
 3. Installation costs for EV infrastructure.
 4. Managed Charging (as defined below) services and equipment.
 5. Construction costs for charging infrastructure.
 6. Additional expenses to be determined and approved by CPA in its sole discretion.
 - ii. Participant acknowledges and agrees that any costs for construction and installation of charging infrastructure that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
 - iii. Warranties and operations support for equipment and any energy management systems will be the responsibility of the Participant to arrange for with the specific vendors of those systems.
 - iv. If Participant elects to receive Project Funding for the purchase of fleet vehicles or EV charging equipment to meet its fleet electrification objectives, it must meet the following requirements:
 1. Participants that elect to receive funding for the purchase of EVs or EV charging equipment will be required to enroll in a managed charging service (“Managed Charging”) for at least three years [or otherwise acknowledge the agency’s fleet will avoid charging vehicles during peak periods where feasible]. The following options are available to satisfy Participant’s obligation to enroll in Managed Charging:
 - a. Enrollment in a managed charging program offered by CPA.
 - b. Enrollment in managed charging services to be provided by Contractor.
 - c. Enrollment in a managed charging program offered by a third party, subject to CPA’s prior written approval.
 - d. Creation of a charging schedule and optimization plan, subject to CPA’s prior written approval.

2. Fleet vehicles purchased using funding provided under this Agreement must be owned by Participant.
- v. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, including, but not limited to, investor-owned utilities, South Coast Air Quality Management District, rebates, and state and federal grants. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs, as specified in the Funding Memo. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.
- vi. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.
- e. Intellectual Property. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the implementation of the Program will be the intellectual property of CPA.
- f. CPA Customer. As of the Effective Date, Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive services and financial reimbursement under this Agreement.
- g. Notice to Proceed. Participant shall provide to CPA a written notice to proceed (“Notice to Proceed”) to commence charging infrastructure plans and site design services prior to Contractor commencing work on the Technical Services specified in Section 2.c.iii and 2.c.iv. The Notice to Proceed shall indicate that the Participant intends to move forward with constructing charging infrastructure.
- h. Fleet Composition, Facilities Information, and Energy Data. Participant agrees to share information with CPA and Contractor regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information such as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging.
- i. Ongoing Data: Participant agrees to provide CPA access to EV charging data through the charging operator’s online portal or other system to be determined, and share EV charging data with CPA during the Term of this Agreement.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Table: Project Scope and Budget

Contractor Services Provided	Services Selected by Participant	Budget for Small Fleet Services (less than 100 vehicles)¹	Budget for Medium Fleet Services (100-300 vehicles)
Fleet Replacement Plan		[\$6,000]	[\$10,000]
Energy Needs Assessment		[\$6,000]	[\$10,000]
Charging Infrastructure Plan (for selected facilities listed here)		[\$8,000]	[\$15,000]
Site-visit		[\$5,000]	[\$5,000]
Permit-ready site designs (per site)		[\$14,500]	[\$24,000]
Funding package overview		[\$5,000]	[\$5,000]
Managed Charging (Charging Schedule and Optimization Plan)		[\$12,000]	[\$12,000]
Subtotal for Technical Services			
Summarize how Participant intends to use Project Funding to implement recommendations (refer to eligible expenses in Exhibit A).			
Subtotal for Project Funding			
Indicate if Participant elects to receive Project Funding only for electric vehicle and/or equipment purchase			

¹ Preset costs for services are provided. Participants may not necessarily select all services.

<p>and not for Technical Services. Summarize how the funds will be used here. Participant will follow requirements in Exhibits A and C</p>			
<p>Total Budget Requested</p>			

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget. A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Fleet Electrification Measure	Reimbursement Amount Requested	Documentation Provided (Invoice, Purchase Receipt, etc.)	Total Project Funding Budget Assigned*	Remaining Budget
Electric vehicle purchase				
EV charging equipment, including warranties, service contracts, and/or subscription fees				
Installation costs for EV infrastructure				
Managed Charging (energy management) subscription and/or equipment costs				
Construction costs for charging infrastructure				
Additional expenses to be determined and approved by CPA				
Total Amounts				

*Project Funding budget refers to the budget amount remaining following the completion of Technical Services, as outlined in Exhibit A and Exhibit B.



STAFF REPORT

Administrative Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Henry Chen, Interim Administrative Services Director
By: Monica Li, Buyer

SUBJECT: PURCHASE ORDER WITH AMAZON FOR EQUIPMENT AND SUPPLIES IN THE AMOUNT OF \$160,000, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City was approached by Amazon to gauge interest in opening a Citywide Amazon Business Prime Account (“Business Prime”), based on an analysis of the City’s spending history. Annually, approximately \$160,000 is spent on various office supplies, electronics, and other miscellaneous purchases with Amazon. As the total annual spend with Amazon is expected to increase, the benefits associated with a Business Prime account could be meaningful. The City is piggybacking off an OMNIA Partners cooperative purchasing agreement that was competitively bid by other agencies and will benefit from its pricing or better. It is recommended that the City Council approve a Purchase Order with Amazon for \$160,000, with the option to renew for an additional two (2) years at the sole discretion of the City Manager, without requiring any further approvals from the City Council, provided that the pricing structure and other details remain within inflationary norms.

DISCUSSION

Procurement Cards (“P-Cards”) issued by Wells Fargo have been utilized by departments throughout the City for small purchases like office supplies, electronics, and miscellaneous goods through Amazon consumer accounts. Many of those purchases are ultimately made through Amazon and various individual Amazon accounts.

As the total annual spend with Amazon continues to grow, it is believed that a more formalized process would help ensure the efficient processing of these transactions, while maintaining proper controls. Tools for monitoring compliance and providing systematic order approvals will be provided to each department through the Business Prime account.

Other benefits of the Business Prime account include quantity discounts, automated reporting, and competitive pricing. Business Prime accounts also offer unlimited free two-day shipping, free same-day or one-day delivery on eligible orders, as well as access to a rebate program. The first year of the program is offered as a free trial membership to the City. In subsequent years, a cost of \$1,299 per year will be charged for the Business Prime membership, covering up to 100 account users.

By having one master account with Business Prime, the City will be able to generate reports to track spending, view order approvals by department, and receive extended payment terms to pay consolidated invoices. The rebate program provides 1% back on all spend between \$100,000 and \$175,000, 2% back on all spend between \$175,000 and \$250,000, and 3% back on all spend greater than \$250,000. Approximately, \$1,600 will be generated from the rebate program based on the City's annual spending level, which will offset the annual Business Prime membership cost of \$1,299. There will also be a savings on individual Prime Membership accounts, which will be closed as part of the process.

Since, the option for consolidated invoices on extended terms can be applied against a Purchase Order through Business Prime, P-Cards will no longer be used for Amazon purchases. This will result in a decrease in the number of P-Card transactions and a reduction in staff time spent tracking and reconciling Amazon purchases. Through this process, the @arcadiaca.gov email domain will also be claimed by the City, preventing new accounts from being created with the City's domain on Amazon. Instead, new users will be directed to request an invitation from the main administrator of the City's Business Prime account.

The opportunity to streamline purchasing processes and provide cost savings is offered to the City through the transition to an Amazon Business Prime account. By centralizing Amazon purchases under one master account, spending can be better monitored, administrative burdens can be reduced, and compliance across all departments can be ensured.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Sufficient funds for the purchase of equipment and supplies of each department are budgeted in the FY 2024-25 Operating Budget.

RECOMMENDATION

It is recommended the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Amazon in the amount of \$160,000, with the option to renew for two (2) additional years at the sole discretion of the City Manager, without requiring any further approvals from the City Council, provided that the pricing structure and other details remain within inflationary norms.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Library and Museum Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Library and Museum Services Director

SUBJECT: CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH INGRAM FOR LIBRARY MATERIALS IN THE AMOUNT OF \$75,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

At the beginning of the Fiscal Year, the Arcadia Public Library opened a Purchase Order with Ingram for Library materials, in the amount of \$10,000. Due to prolonged backorders and cancellations with the City's primary materials vendor, Baker and Taylor, an increase to the Purchase Order with Ingram by \$65,000 is recommended. The increased Purchase Order will serve as a secondary option to obtain highly anticipated materials in a timely manner for the public. There is no fiscal impact from this request; all purchases will be made within the original budget using the vendor best able to provide the needed materials.

BACKGROUND

The Arcadia Public Library orders materials from a number of vendors, but the primary materials vendor, Baker and Taylor, typically supplies the largest quantity of materials, providing discounts in cost and shipping. In Fiscal Year 2023-24, when the Library opened a Request for Proposal ("RFP") for primary materials vendors, Baker and Taylor was the highest rated vendor and Ingram was second.

Baker and Taylor has a long history of working with the Arcadia Public Library, receiving and shipping orders in a timely manner. Recently, they closed their West Coast warehouses and orders are now coming from the Midwest and East Coast warehouses, delaying delivery times. In many cases, the items are also no longer available after the order is placed, causing long wait times for popular titles, resulting in frustrated patrons and staff.

DISCUSSION

Due to the unforeseen delays in orders from Baker and Taylor, the Arcadia Public Library would like to have a secondary vendor to request and order materials from. Specifically, the Department wishes to increase the current \$10,000 Purchase Order with Ingram to \$75,000. With this \$65,000 increase, the Library will have an alternative option to receive new and popular items in a timely manner. Currently, staff are driving to Vroman's on a weekly or bi-weekly basis, to purchase items no longer available from Baker and Taylor. Typically, titles purchased at Vroman's are substantially more expensive than ordering through wholesale suppliers such as Baker and Taylor or Ingram.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no net fiscal impact from increasing the Purchase Order with Ingram. Sufficient funds for the proposed materials purchases have been budgeted in the City's FY 2024-25 Operating Budget. The change to the Purchase Order will only allow staff to utilize a separate vendor to obtain needed materials when the primary vendor is not able to meet the purchase request.

RECOMMENDATION

It is recommended the City Council determine that this is not a project under the California Environmental Quality Act ("CEQA"); and approve a Change Order to increase the Purchase Order with Ingram for Library materials in the amount of \$75,000.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Daniel Vargas, Management Analyst

SUBJECT: CITY WATER AND SEWER RATES FOR CALENDAR YEAR 2025
CEQA: Not a Project
Recommendation: Receive and File

SUMMARY

On February 2, 2021, the City Council adopted a five-year water and sewer rate adjustment schedule for the calendar years 2021 through 2025. The Public Works Services Department (“PWSD”) has reviewed water and sewer operating budgets, revenues, expenditures, and Reserve Fund balances, and determined that it is necessary to adjust water and sewer rates for calendar year 2025 to recover increasing water and sewer system operations and maintenance costs, and to continue to replace aging infrastructure. Based on the previously adopted rate schedule, the sewer rate will increase 2% and the water rate will increase 6%. This will be the fifth and final year of the approved five-year water rate adjustment. The water and sewer rate adjustments will ensure revenue stability and encourage water use efficiency.

The PWSD annually reviews water and sewer operating budgets, revenues, expenditures, and reserve fund balances, to determine whether the approved maximum rate adjustment is necessary. The City of Arcadia’s water and sewer rates are among the lowest in the area and will remain so through calendar year 2025, even with the adopted increases. It is recommended that the City Council receive and file this report and proceed with the adopted rate adjustments.

BACKGROUND

The City provides and maintains water and sewer services for more than 56,000 residents. To provide quality service to Arcadia residents and businesses, utility rate adjustments are necessary to keep up with ongoing operations and maintenance costs, capital improvements, and to maintain adequate Reserve Fund balances for the water and sanitary sewer systems. In February 2014, the City Council awarded a Professional Services Agreement to Carollo Engineers (“Carollo”) for the preparation of the Water and Sewer Cost of Service Study. In the Study, Carollo developed financial models that would

determine how best to recover projected ongoing operational costs, capital improvements to water and sewer infrastructure, and water supply costs over a five-year period. Carollo and PWSD collaborated to analyze performance of the City's water and sanitary sewer operations and established a seasonal tiered water rate structure that meets the City's primary objectives of providing revenue stability, while encouraging water use efficiency.

The goal of the 2015 Cost of Service Study was to utilize Reserve Funds to minimize larger rate adjustments. Due to increases in operations and maintenance budgets – mainly due to the imposition of the Resource Development Assessment and higher Replacement Water costs (described below) – rising capital improvement costs, and the change in water usage patterns, an update to the 2015 Cost of Service Study was necessary. In July 2019, City Council approved a Professional Services Agreement with Carollo to update the 2015 Water and Sewer Cost Study and to recommend a new five-year water and sewer rate adjustment schedule. Based on the Cost Study Update, on February 2, 2021, the City Council adopted a five-year water and sewer rate adjustment schedule for calendar years 2021 through 2025.

In the Main Basin, from which the City draws most of its water, basin levels have not returned to optimal operating levels since the previous drought. In response to these conditions, the Main Basin Watermaster adopted a Drought Management Plan. The Drought Management Plan includes a Resource Development Assessment ("RDA"), which is a pass-through fee based on each individual producer's annual amount of water pumped from the Main Basin. The purpose of the RDA is to restore ground water levels by purchasing imported water from the State Water Project, separate from and in addition to, the purchase of Replacement Water. The RDA will cost the City over \$2 million dollars in Fiscal Year 2024-25 alone.

DISCUSSION

The Cost Study Update relied on Arcadia's financial models and rate models, which were exclusively developed for the City by Carollo during the 2015 Cost Study and were subsequently updated and refined in 2017. In 2020, these models were updated again to include actual revenues and operational expenditures, capital improvement costs, and customer usage data, along with additional items that were necessary to develop financial projections for Fiscal Years 2020-21 through Fiscal Year 2024-25.

Water Rates

Water rates are determined by analyzing revenues, expenditures, and forecasting water sales for calendar year 2025. The following goals were identified in the Cost Study Update:

- Generate enough revenue to fund continued operations and maintenance of the City's water and sewer supply and distribution system, including increases in water supply costs driven by the Main Basin's Drought Management Plan.

- Provide for equipment replacement as well as improvements to the water and sewer systems infrastructure through capital improvements.
- Review reserve policies and set rates to adequately maintain a reserve fund to make necessary repairs in the event of an emergency.

Operations and maintenance expenditures comprise most of the expenses within the Water budget, with the single largest line item being water supply costs. The updated Cost Study financial model was used to forecast a variety of influencing factors: water sales and expenditures (requires assessing current and future water costs); the rising cost of replacement water; system operation costs; and the Watermaster's imposed RDA fee.

Data from an analysis of the forecasted water use, expenditures, and capital improvement projects was used to determine that the City must increase revenues by 6%, as recommended by the Cost Study Update, and that the previously-adopted maximum rate adjustment for water should be applied for calendar year 2025. The reason for applying the maximum rate adjustment next year is primarily due to the RDA fee to purchase additional water from the State Water Project, and the proposed limitations on the purchase of cyclic water, which would result in an increased cost to purchase Replacement Water. "Cyclic water" is a program in which a City can pre-purchase water at a discounted rate and effectively store it in the Basin for future usage; Arcadia has repeatedly utilized this program and saved millions of dollars during the past five years. Although, there is currently no proposed decrease in the Operating Safe Yield, or the amount of water that can be removed from the Main San Gabriel Basin, in 2025, for all producers with pumping rights, the allowable extractions from the Basin remain low. As a result, the City will need to purchase more costly Replacement Water to meet consumer demand.

Based on those factors, the Cost Study Update recommended that the City increase water revenues by 5% for calendar years 2021 and 2022, and 6% for each of the following calendar years through 2025. These planned increases fund expected operations, maintenance, CIP expenditures, and maintain a sufficient Reserve Fund balance. This will be the fifth and final year of an approved five-year water rate adjustment. Currently, the maximum water rate adjustment does not yield sufficient revenues to meet total expenditures for operations and maintenance costs, and capital improvement projects. This imbalance will be addressed in the next Water Rate Study, which is currently underway and expected to be completed during the next calendar year, for implementation in January 2026.

The adopted water rates for calendar year 2025 are shown in the tables below and do not meet the amounts necessary to fund City Water System operations for 2025. This table shows the adopted increase to the current fixed bimonthly meter charge, effective January 1, 2025, for all customer classes, to adequately reflect the true cost of service.

BIMONTHLY RATES FOR METER CHARGE (\$/SIZE OF METER) – ALL CUSTOMER CLASSES		
Meter Size	Current Rates	Effective 1/1/2025
5/8"	\$37.54	\$39.79
3/4"	\$40.10	\$42.51
1"	\$45.24	\$47.95
1 1/2"	\$58.07	\$61.55
2"	\$73.47	\$77.87
3"	\$109.40	\$115.96
4"	\$160.72	\$170.37
6"	\$314.71	\$333.59
8"	\$494.36	\$524.02
10"	\$751.01	\$796.07

The following tables are the commodity charges [\$/Hundred Cubic Feet (“HCF”)] for single-family residential customers based on the approved four-tier inclining block rate structure, and variable consumption allotments based on the customers’ water meter size. No changes are included in these allotments.

BIMONTHLY TIER BREAK POINTS (IN HCF) FOR WINTER WATER USAGE (NOVEMBER THROUGH APRIL)					
Tier	Meter Size				
	5/8"	3/4"	1"	1 1/2"	2"
Tier 1	0 - 22	0 - 22	0 - 22	0 - 22	0 - 22
Tier 2	23 - 32	23 - 34	23 - 42	23 - 48	23 - 60
Tier 3	33 - 42	35 - 44	43 - 58	49 - 70	61 - 90
Tier 4	43+	45+	59+	71+	91+

BIMONTHLY TIER BREAK POINTS (IN HCF) FOR SUMMER WATER USAGE (MAY THROUGH OCTOBER)					
Tier	Meter Size				
	5/8"	3/4"	1"	1 1/2"	2"
Tier 1	0 - 22	0 - 22	0 - 22	0 - 22	0 - 22
Tier 2	23 - 34	23 - 42	23 - 60	23 - 70	23 - 94
Tier 3	35 - 44	43 - 58	61 - 92	71 - 112	95 - 148
Tier 4	45+	59+	93+	113+	149+

A seasonal single-family tiered water rate structure assists in managing customer demand for water by pricing discretionary water uses, such as landscape irrigation, at a higher rate than water used for drinking and sanitation purposes. This is to provide a price

signal to customers to use water efficiently, as well as an incentive to reduce excess water use. As water usage increases, so does the cost per unit of additional water; this methodology has proven effective in curtailing wasteful water practices.

The table below shows the proposed single-family rates:

SINGLE FAMILY RESIDENTIAL WATER RATES (\$/HCF)		
Tier	Current Rates	Effective 1/1/2025
Tier 1	\$2.25	\$2.39
Tier 2	\$2.81	\$2.98
Tier 3	\$2.90	\$3.07
Tier 4	\$3.61	\$3.83

The table below shows the two-tier water allocations based on the number of dwelling units in each multi-family complex, followed by a table showing the proposed multi-family rates. Again, there are no proposed changes to these allotments.

BIMONTHLY TIER ALLOTMENTS (PER DWELLING UNIT)	
Tier	Tier (HCF) x Per Dwelling Unit
Tier 1	12
Tier 2	13 +

The table below shows the adopted multi-family residential rates based on the tier structures:

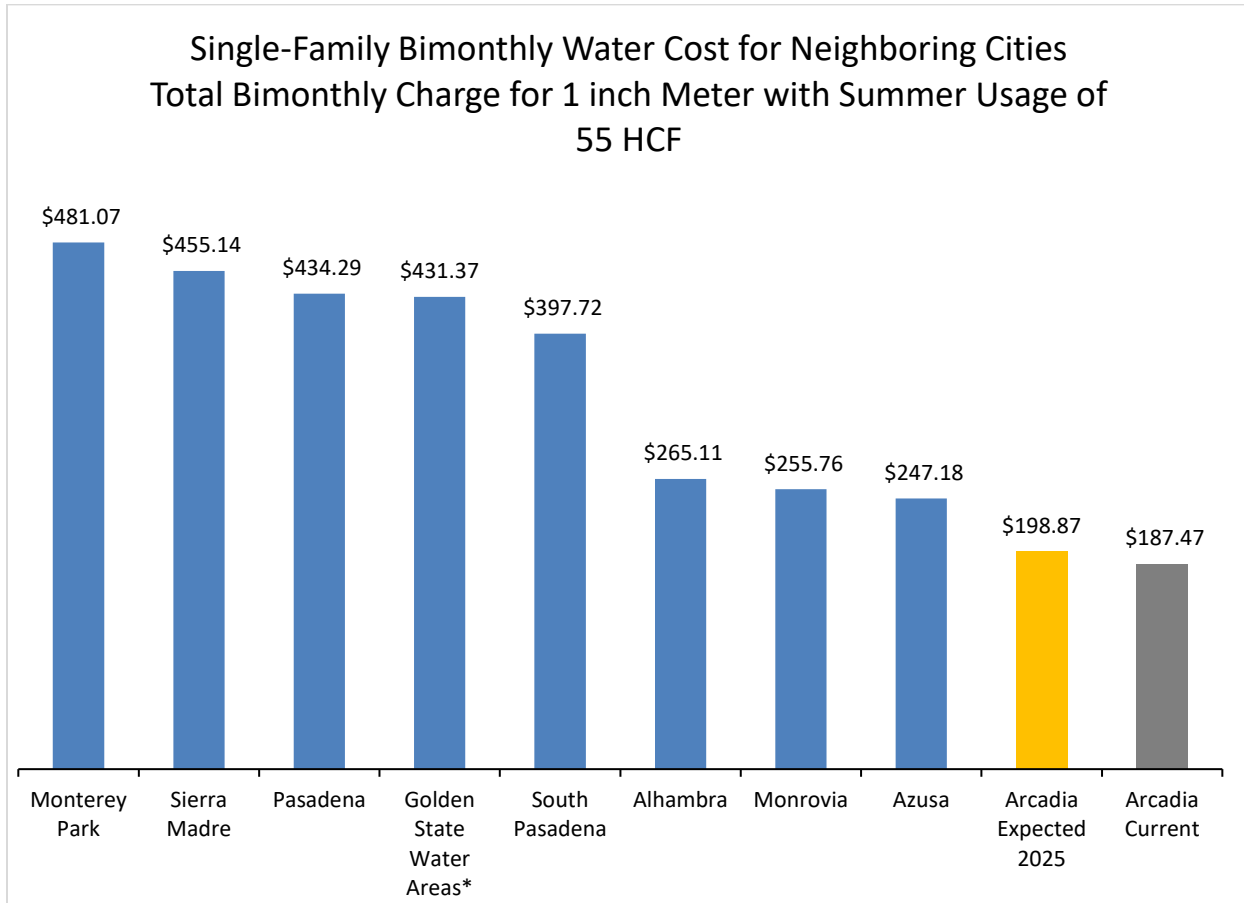
MULTI-FAMILY RESIDENTIAL WATER RATES (\$/HCF)		
Tier	Current Rates	Effective 1/1/2025
Tier 1	\$2.06	\$2.18
Tier 2	\$2.30	\$2.43

Finally, the following table shows specific uniform rates for Commercial, Government, and Institutional classes:

COMMERICAL, GOVERNMENT, & INSTITUTIONAL WATER RATES (\$/HCF)		
Tier	Current Rates	Effective 1/1/2025
Commercial	\$2.19	\$2.32
Government & Institutional	\$2.67	\$2.83

The net change to a customer's water bill will be affected by the customer's ability to use water efficiently. The percentage increase will vary among customers based on usage. Arcadia's water rates are among the lowest in the area and will remain so, even with the

adopted increases. The table below provides a comparison of Arcadia’s rates along with other neighboring jurisdictions for 2025.

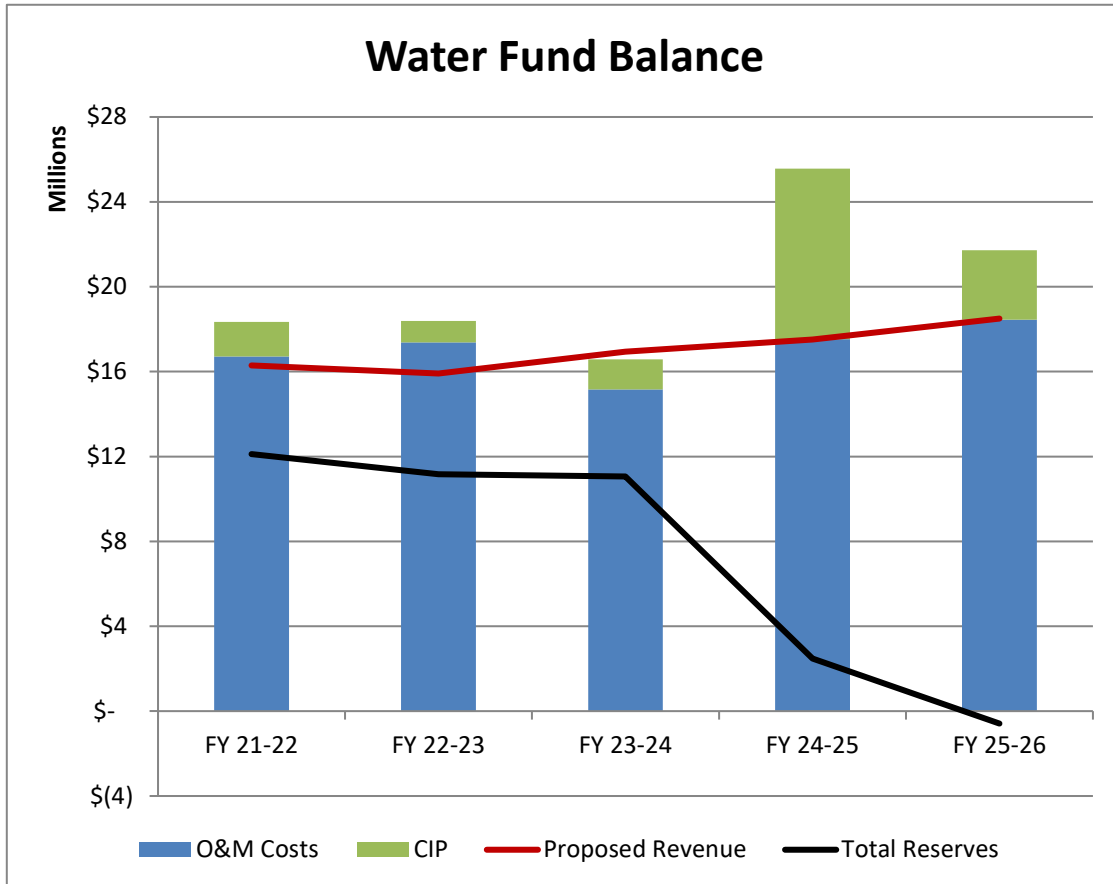


*Golden State Water Areas include over 25 different territories providing residential metered water service to single-family residential customers. For the full list, visit <https://www.gswater.com/>

The previous annual rate adjustments were designed to use Reserve Funds to smooth and decrease the amount of annual water rate adjustments. Accordingly, the City Council agreed to lower the Water Reserve Fund balance from \$20 million to \$11 million over the five-year period. The updated Cost Study has estimated the value of the City’s water system replacement at \$236 million. Based on industry standards for such a valuation, the Cost Study determined that \$7.1 million in capital reserve (or 3% of the replacement value) is needed, combined with about \$3.8 million to fund operation and maintenance costs for at least 90 days. To meet these industry standards and financial best practices, the City needs to increase rates to reach the recommended \$11 million for the Water Reserve Fund.

The graph below includes a 6% increase in revenue for the fifth year of the five-year approved water rate adjustment. Even with the adopted annual 6% increase in revenue, over time, the Reserve Fund balance will continue to fall below the level of \$11 million

and may even approach \$0. Therefore, a new Water and Sewer Cost of Service Study will be necessary.



On July 16, 2024, the City Council authorized and directed the City Manager to execute a Professional Services Agreement for a new Water and Sewer Cost of Service Study. The primary objective of the Cost Study will be to develop and establish a rate structure for water and sewer service that will 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 2026 through 2030. City staff will present the Cost Study findings and the proposed water and sewer rates to the City Council during a study session in the coming months.

Sewer Rates

The City’s sewer system includes 138 miles of pipe and is, on average, 50 years old. The Sewer Master Plan is a comprehensive report outlining a long-range program of capital improvements and preventative maintenance measures to upgrade and maintain the

City’s sewer system. Annual sewer rate adjustments are necessary to fund the operations and maintenance activities of Arcadia’s sewer system to ensure it follows state regulations that mandate the elimination of sewer overflows. On November 15, 2022, City Council accepted the 2022 Sewer Master Plan Update. The Plan contains a list of recommended improvements to the City’s sewer system to be implemented over the next 20 years, with the most critical projects indicated as Priority 1 and the remaining projects indicated as Priority 2. There are eight Priority 1 projects with a total estimated cost of approximately \$3.2 million, and 34 Priority 2 projects with a total estimated cost of approximately \$5.4 million. Project costs are expected to have a continued impact on the Sewer Fund.

The adopted rate adjustments and revenue increases allow the City to fund ongoing operations and provide adequate maintenance and upgrades to the City’s sewer system. The results of the Cost Study Update determined that the current sewer rate structure equitably recovers costs from each customer class, but that the City must increase sewer revenues annually to adequately fund Capital Improvement Projects and meet projected expenditure increases. The PWSD has determined that the approved 2% sewer rate adjustment for calendar year 2025 is necessary to meet operations and maintenance expenditures, and complete capital improvement projects.

The adopted sewer rates for calendar year 2025 are shown in the tables below. The proposed rates will not exceed the estimated amount necessary to fund the City Sewer System for calendar year 2025.

The table below shows Single-Family Residential and Multi-Family Residential Dwellings Bimonthly Rates:

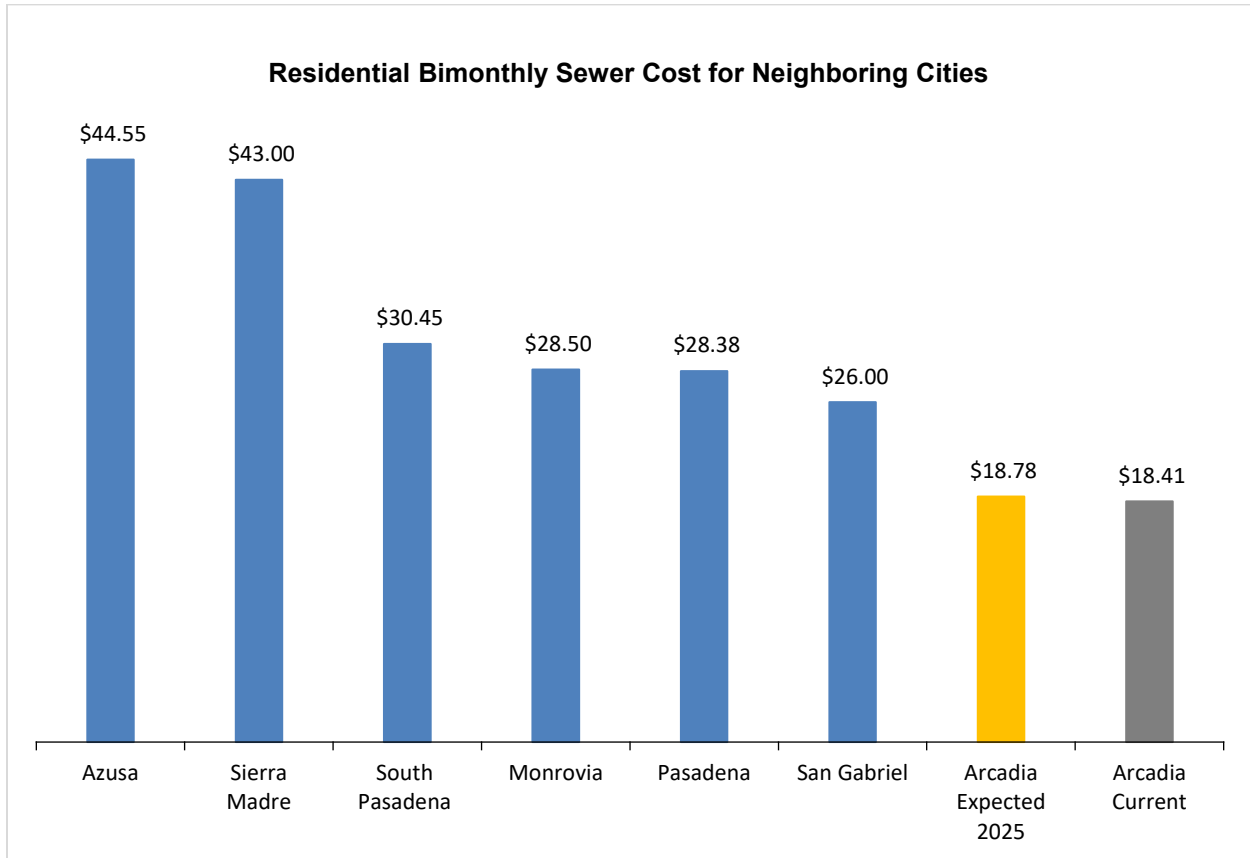
Current Rate	Effective 1/1/2025
\$18.41	\$18.78

Commercial Dwellings Bimonthly Rates (Fixed Rate + Variable Per HCF Billed Water Usage) are shown in the following table:

Current Rate	Effective 1/1/2025
\$55.23 + \$0.30 Variable Per HCF	\$56.33 + \$0.31 Variable Per HCF

The adopted sewer rates are increased proportionally each year to generate the necessary level of revenues projected in the Cost Study Update. Should the City find that revenue requirements are less than those projected in the study, the City Council could opt to forgo rate increases or enact lower rates than the proposed, in any given year.

Even with the proposed increases, Arcadia’s sewer rates are also among the lowest in the area and will remain so through year 2025, as shown in the table below.



ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Water and sewer rate increases are necessary to fund ongoing operation and maintenance budgets, the Capital Improvement Program, and an adequate Reserve Fund balance. Without a rate adjustment, the City is unable to recover increasing water supply costs, and operations and maintenance costs for the City’s water and sewer systems. Even with the proposed rate increase, the Water Reserve Fund will be dangerously low. It will be incumbent upon staff to prioritize expenditures to ensure that emergency reserves remain intact until the Fund can be replenished through future rate adjustments.

The Water and Sewer Costs of Service Study Update recommended that the City increase water revenues by 6% for calendar year 2025 to fund expected operations, maintenance, and CIP expenditures. While the rates will be a nominal increase for most ratepayers, collectively, the City will receive approximately \$1 million in additional water revenue. Based on study projections, the City must increase water revenue to meet expected expenses.

Additionally, the Cost Study Update recommends a 2% sewer rate adjustment, or approximately \$57,000 collectively, for calendar year 2025, is necessary to fund expected operations, maintenance, and CIP expenditures for the City's sewer system. Based on study projections, the City must increase sewer revenue annually to meet expected revenue needs.

RECOMMENDATION

It is recommended that the City Council determine this does not constitute a project under the California Environmental Quality Act ("CEQA"). No action is necessary for this item. The water and sewer rates have previously been adopted by the City Council and staff is prepared to implement them in January 2025. It is recommended that the City Council receive and file this report.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Adopted Resolution No. 7348 (City Water Rates)
Adopted Resolution No. 7349 (City Sewer Rates)

RESOLUTION NO. 7348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY WATER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY WATER SYSTEM FOR CALENDAR YEARS 2021 THROUGH 2025

WHEREAS, pursuant to the Arcadia Municipal Code Section 7531.1, water rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to maintain flexibility so as to best meet the needs of the City and water consumers; and

WHEREAS, proposed water rate changes were presented to the City Council at its December 15, 2020 regularly scheduled City Council meeting; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on December 16, 2020, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on February 2, 2021 for Calendar Years 2021, 2022, 2023, 2024, and 2025.

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

SECTION 1. SERVICE FEES. The bimonthly water service fees are comprised of two components – (1) a fixed service charge (the “Meter Charge”); and, (2) a variable water commodity charge (the “Commodity Charge”). The Commodity Charge includes four customer classes - (1) Single Family Residential; (2) Multi-Family Residential; (3) Commercial; and (4) Governmental, Institutional, and Irrigation (collectively “Institutional”). The Meter Charge is a fixed charge established on the basis of the size

of the water meter (in inches) serving a property and is calculated to recover a percentage of the water utility's annual fixed costs of providing water service, such as utilities, equipment, materials, billing, collections, customer service, meter reading, and meter maintenance.

SECTION 2. RATES. The following new bimonthly rates are established and shall supersede rates heretofore adopted for the provision, delivery, and consumption of water for beneficial use during each bimonthly period.

(a) Meter Charge (\$/Meter Size)

<u>Meter Size (in inches)</u>	<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
5/8"	\$31.82	\$33.41	\$35.41	\$37.54	\$39.79
3/4"	\$33.99	\$35.69	\$37.83	\$40.10	\$42.51
1"	\$38.34	\$40.26	\$42.67	\$45.24	\$47.95
1 1/2"	\$49.22	\$51.68	\$54.78	\$58.07	\$61.55
2"	\$62.27	\$65.38	\$69.31	\$73.47	\$77.87
3"	\$92.73	\$97.36	\$103.20	\$109.40	\$115.96
4"	\$136.23	\$143.05	\$151.63	\$160.72	\$170.37
6"	\$266.75	\$280.09	\$296.90	\$314.71	\$333.59
8"	\$419.03	\$439.98	\$466.38	\$494.36	\$524.02
10"	\$636.57	\$668.39	\$708.50	\$751.01	\$796.07

(b) Single-Family Residential and Multi-Family Residential

Single-Family Residential and Multi-Family Residential rates consist of tiers which impose higher rates per unit of water as the level of consumption increases, with one unit equal to one hundred cubic feet of water.

The amount of water allotted to each tier for Single-Family Residential customers is seasonal – winter (November through April) or summer (May through October) – and

based on the size of the water meter serving a property.

Single-Family Residential Bimonthly Tier Break Points (in HCF) for Winter Months' Water Usage (November through April)

	<u>Meter Size (in inches)</u>				
	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>
Tier 1	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF
Tier 2	23-32 HCF	23-34 HCF	23-42 HCF	23-48 HCF	23-60 HCF
Tier 3	33-42 HCF	35-44 HCF	43-58 HCF	49-70 HCF	61-90 HCF
Tier 4	43+ HCF	45+ HCF	59+ HCF	71+ HCF	91+ HCF

Single-Family Residential Bimonthly Tier Break Points (in HCF) for Summer Months' Water Usage (May through October)

	<u>Meter Size (in inches)</u>				
	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>
Tier 1	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF	0-22 HCF
Tier 2	23-34 HCF	23-42 HCF	23-60 HCF	23-70 HCF	23-94 HCF
Tier 3	35-44 HCF	43-58 HCF	61-92 HCF	71-112 HCF	95-148 HCF
Tier 4	45+ HCF	59+ HCF	93+ HCF	113+ HCF	149+ HCF

Single-Family Residential Bimonthly Rates for Commodity Charges (\$/HCF)

	<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Tier 1	\$1.91	\$2.01	\$2.13	\$2.25	\$2.39
Tier 2	\$2.38	\$2.50	\$2.65	\$2.81	\$2.98
Tier 3	\$2.46	\$2.58	\$2.73	\$2.90	\$3.07
Tier 4	\$3.06	\$3.21	\$3.41	\$3.61	\$3.83

The amount of water allotted to each tier for Multi-Family Residential customers is based on allotments per dwelling unit.

Multi-Family Residential Bimonthly Tier Allotments (Per Dwelling Unit)

	<u>Tier (HCF) x</u> <u>Per Dwelling Unit</u>
Tier 1	12
Tier 2	13 +

Multi-Family Residential Bimonthly Rates for Commodity Charges (\$/HCF)

	<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Tier 1	\$1.75	\$1.83	\$1.94	\$2.06	\$2.18
Tier 2	\$1.95	\$2.04	\$2.17	\$2.30	\$2.43

(c) Commercial and Institutional

Commercial and Institutional rates for the Commodity Charge are uniform, but the amount of the charge imposed varies based on the number of units of water delivered to a property (institutional rates shall include Government and Irrigation customers), with one unit equal to one hundred cubic feet of water.

Commercial Bimonthly Rates for Commodity Charges (\$/HCF)

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$1.86	\$1.95	\$2.07	\$2.19	\$2.32

Institutional Bimonthly Rates for Commodity Charges (\$/HCF)

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$2.27	\$2.38	\$2.52	\$2.67	\$2.83

SECTION 3. FIRE HYDRANT SERVICE FOR CONSTRUCTION, OUTSIDE CITY, AND PRIVATE USE. Fire hydrant meters, eddy valves, and water sold

for construction, to outside City agencies, and for private use, shall be subject to the following charges:

Meter Installation	\$50.00
Meter Relocation	\$25.00
Meter Rental	\$40.00/month
Eddy Valve Rental	\$25.00/month
Hydrant Rental	\$15.00/month
Hydrant Permit	\$25.00
Water Usage	\$2.74/100 cubic feet

All water consumption is to be charged at the rate of two dollars and seventy-four cents (\$2.74) per full one hundred (100) cubic feet registered on the consumer’s meter. Unmetered water use will be charged at a flat rate determined by the Water Section of the Public Works Services Department based upon type of use.

SECTION 4. FIRE LINE SERVICE (NO CHARGE FOR WATER USE). The following rates are established for bimonthly charges for fire protection services:

<u>SIZE OF METER</u>	<u>MINIMUM BIMONTHLY SERVICE CHARGE</u>
2"	\$ 11.55
4"	23.10
6"	34.64
8"	46.18
10"	57.75

SECTION 5. All rates set forth in this Resolution shall be effective and operative for water use and bills sent after February 2, 2021.

SECTION 6. Annually adjusted rates shall take effect for all water use and service appearing on water bills issued on or after January 1, 2022 and each January 1 thereafter, including January 1, 2025. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 7. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Water System.

SECTION 8. The City Council finds that this Resolution is exempt from the requirements of the California Environmental Quality Act as specified in Title 14 Section 15273 of the California Administrative Code.


SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 2nd day of February, 2021.



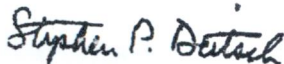
Mayor of the City of Arcadia

ATTEST:



City Clerk

APPROVED AS TO FORM:



Stephen P. Deutsch
City Attorney

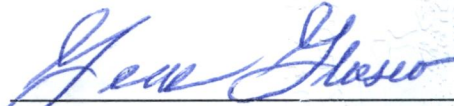
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF ARCADIA)

I, GENE GLASCO, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7348 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 2nd day of February, 2021 and that said Resolution was adopted by the following vote, to wit:


AYES: Beck, Cheng, Verlato, Tay, and Chandler

NOES: None

ABSENT: None



City Clerk of the City of Arcadia



RESOLUTION NO. 7349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY SEWER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY SEWER SYSTEM FOR CALENDAR YEARS 2021 THROUGH 2025

WHEREAS, pursuant to the Arcadia Municipal Code Section 2696, sewer rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to set sewer rates in a reasonable amount and so as to meet the capital improvement and service needs of the City and its sewer service consumers; and

WHEREAS, proposed sewer rate changes were presented to the City Council at its October 20, 2020 regularly scheduled City Council meeting; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on December 16, 2020, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on February 2, 2021 for Calendar Years 2021, 2022, 2023, 2024, and 2025.

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

SECTION 1. RATES. The following new bimonthly sewer rates are established and shall supersede rates heretofore adopted for the following categories of sewer service:

(a) Single-Family Residential and Multi-Family Residential Dwellings

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$17.35	\$17.70	\$18.05	\$18.41	\$18.78

(b) Commercial Properties

<u>2/2/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$52.04 + \$0.28	\$53.09 + \$0.29	\$54.15 + \$0.29	\$55.23 + \$0.30	\$56.33 + \$0.31
Variable Per	Variable Per	Variable Per	Variable Per	Variable Per
HCF Billed	HCF Billed	HCF Billed	HCF Billed	HCF Billed
Water Usage	Water Usage	Water Usage	Water Usage	Water Usage

(c) Premises where sewer connections are not available or are not connected shall be exempt from said monthly charges.

SECTION 2. All rates set forth in this Resolution shall be effective and operative for water use and bills sent after February 2, 2021.

SECTION 3. Annually adjusted sewer rates shall take effect for all water use and service appearing on bills issued on or after January 1, 2022 and each January 1 thereafter, including January 1, 2025. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 4. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Sewer System.


SECTION 5. The City Council hereby finds that the adoption of this Resolution and the establishment of the sewer rates set forth herein are categorically exempt from the requirements of the California Environmental Quality Act, as specified in Title 14,

Section 15273 of the California Administrative Code.


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

Passed, approved and adopted this 2nd day of February, 2021.



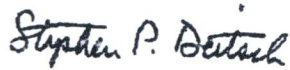
Mayor of the City of Arcadia

ATTEST:



City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

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

I, GENE GLASCO, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7349 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 2nd day of February, 2021 and that said Resolution was adopted by the following vote, to wit:

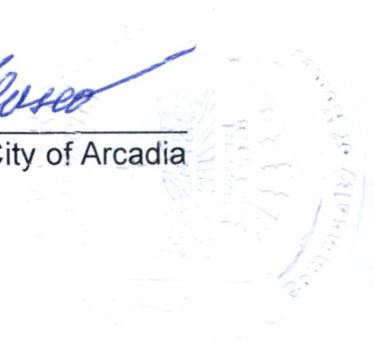
AYES: Beck, Cheng, Verlato, Tay, and Chandler

NOES: None

ABSENT: None



City Clerk of the City of Arcadia





STAFF REPORT

Public Works Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: ACCEPT ALL WORK PERFORMED BY CARRIER CORPORATION FOR THE INSTALLATION OF HVAC SPLIT SYSTEMS AT THE POLICE DEPARTMENT AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On November 7, 2023, the City Council approved a contract with Carrier Corporation in the amount of \$117,119 for the installation of new Heating, Ventilation, and Air Conditioning (“HVAC”) split cooling systems at the Police Department. The new HVAC split cooling systems were necessary to help maintain the cooling capacity of the 911 equipment, server, radio communications, and dispatch service center rooms. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager, for a total project cost of \$117,119.

It is recommended that the City Council accept all work performed by Carrier Corporation for the installation of HVAC Split Systems at the Police Department as complete.

BACKGROUND

The Fiscal Year 2023-24 Capital Improvement Program provided for the installation of new HVAC split cooling systems in the 911 equipment, server, radio communications, and dispatch service center rooms, in the Police Department. These rooms serve a critical role in the operations of the Department. When the central cooling plant for the Police Department building was not operational, due to maintenance issues or equipment failures, the rooms had the ability to reach dangerously high temperatures and created a risk for the computer systems housed in these areas, resulting in potential impacts to emergency operations.

The installation of new HVAC split cooling systems in the Police Department was needed to allow each room to be independently monitored and cooled. With the installation of a new HVAC split cooling system, the 911 equipment, server, radio communications, and

dispatch service center rooms could maintain individual cooling capacities, reducing the level of cooling failure across rooms and operations.

DISCUSSION

On November 7, 2023, the City Council approved a contract with Carrier Corporation for the installation of HVAC Split Systems at the Police Department. As part of this project, new HVAC split cooling systems for the 911 equipment, server, radio communications, and dispatch service center rooms were installed. The project consisted of recovering the refrigerant from the existing units' compressors, removing the existing units, and preparing the installation sites for the new units. Once the new units were brought in, the contractor ran refrigerant lines and guidelines to where the units will drain. In addition, condensing units were furnished and installed and electrical was run to the new standalone thermostats. The new systems were pressure tested and charged with additional refrigerant.

All terms and conditions of the contract have been complied with and the work has been performed to the satisfaction of the Project Manager. Carrier Corporation completed the work as defined in the project plans and specifications, in an efficient and timely manner.

ENVIRONMENTAL ANALYSIS

This project was considered a Class 1 exemption as defined in Section 15301(a) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of the minor alteration of existing public structures.

FISCAL IMPACT

Funds in the amount of \$130,000 were budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the Police Installation of HVAC Split Systems Project. The total cost for the project is \$117,119.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by Carrier Corporation for the installation of HVAC Split Systems at the Police Department as complete.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: November 19, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: ACCEPT ALL WORK PERFORMED BY CARRIER CORPORATION FOR THE POLICE DEPARTMENT CHILLER REPLACEMENT PROJECT AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On November 1, 2022, the City Council approved a contract with Carrier Corporation in the amount of \$247,605, for the Police Department Chiller Replacement Project. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager, for a total project cost of \$247,605. It is recommended that the City Council accept all work performed by Carrier Corporation for the Police Department Chiller Replacement Project as complete.

BACKGROUND

The Police Department chiller plant consists of two 112-ton water cooled chillers. The chillers are responsible for the cooling of the Police Department, lower City Hall, and upper City Hall. Both chillers were the original equipment installed when the Police Department was built. The building is now over 19 years old, and the HVAC equipment is showing its age. The Police Department chillers were serviced every month for proper operation and any foreseeable repairs.

During the summer months, it was apparent that the facilities were not being properly cooled. An inspection of the chillers was conducted, and staff found that Chiller 1 developed a freon leak in the piping welded to the chiller barrel. The piping was covered with insulation and the leak was not physically detected until a freon leak check was performed. Insulation covering the freon lines was removed and revealed that the weld connecting the freon line to the barrel had broken due to corrosion over the years. The line could not be repaired due to the chance of rupturing the tubes inside the chiller barrel. Chiller 1 was only running at 50% cooling capacity due to the leak. To properly cool the Police Department, lower City Hall, and upper City Hall, both chillers are required to run at 100%.

DISCUSSION

On November 1, 2022, the City Council approved a contract with Carrier Corporation for the Police Department Chiller Replacement Project. There was a 12-month lead time on the necessary materials. As part of the project, a new chiller and all related piping were installed at the Police Department. During the installation process, the contractor installed a temporary trailered chiller plant to provide cooling to the Police Department, lower City Hall, and upper City Hall. The new chiller is not only more energy efficient but will also emit less noise to the surrounding area. In addition, the new chiller will help reduce disruptions to the cooling of the facilities as less maintenance and repair work to the equipment will be required.

All terms and conditions of the contract have been complied with and the work has been performed to the satisfaction of the Project Manager. Carrier Corporation completed the work as defined in the project plans and specifications, in an efficient and timely manner.

ENVIRONMENTAL ANALYSIS

This chiller replacement project was considered a Class 1 exemption as defined in Section 15301(a) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects involving interior partitions, plumbing, and electrical conveyances.

FISCAL IMPACT

The Police Department Chiller Replacement Project was not budgeted in the Fiscal Year 2022-23 Capital Improvement Program, as its failure was unforeseen. On November 1, 2022, a budget appropriation from the General Fund Reserve Balance, in the amount of \$247,605, was authorized by the City Council. The total cost for this project is \$247,605.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by Carrier Corporation for the Police Department Chiller Replacement Project as complete.

Approved:


Dominic Lazzaretto
City Manager