



Tuesday, August 19, 2025, 7:00 P.M.

Location: City Council Chambers, 240 W. Huntington Drive

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 are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. At the Mayor's discretion, the time limit may be shortened to allow speakers to address the City Council.
2. **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.
3. **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.

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.

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，或者在市市长询问公众发言时，直接到讲台上发言。发言者通常每人限时五（5）分钟；如有时间调整，将在公众评论期间之前公告。根据市长的裁量权，时间限制可能会缩短，以便发言者向市议会发言。
2. **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。
3. **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。

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. CALL TO ORDER

2. INVOCATION

Reverend Eva Thai-Erwin, Church of the Good Shepherd

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

Sharon Kwan, Mayor
Eileen Wang, Mayor Pro Tem
Dr. Michael Cao, Council Member
Paul P. Cheng, Council Member
David Fu, Council Member

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation of Mayor's Certificate of Commendation to Moffett's Family Restaurant in celebration of 50 years in Arcadia.
- b. Presentation of Mayor's Certificate of Commendation to Sarah Li in recognition of her volunteer work and scouting accomplishments.

- c. Presentation of Mayor's Certificates of Commendation to the Arcadia High School Badminton Team for winning the Almont League and the Southern Section Open Division Championship titles.
- d. Presentation of Mayor's Certificate of Commendation to Olivia Tan for her strength and courage.

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. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. 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 July 15, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7645 establishing subsequent arrest notifications and criminal background checks with the Department of Justice for State level of services.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7646 determining the amount of revenue to be raised from property taxes for Fiscal Year 2025-26 to pay for the debt service on the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project).
CEQA: Not a Project
Recommended Action: Adopt

- d. Designation of Voting Delegates for the 2025 League of California Cities Annual Conference.
CEQA: Not a Project
Recommended Action: Designate Mayor Sharon Kwan as the Voting Delegate and Mayor Pro Tem Eileen Wang as the Alternate
- e. Professional Services Agreement with Phoenix Information Services Group for False Alarm Program Management Services for Fiscal Years 2025-26 through 2027-28, with the option of three one-year renewals.
CEQA: Not a Project
Recommended Action: Approve
- f. Professional Services Agreement and Purchase Order with Galls, LLC, for the purchase of Police Department uniforms in an amount not to exceed \$81,000 per year, for the period of July 1, 2025, through March 25, 2028, with the option of three one-year renewals.
CEQA: Not a Project
Recommended Action: Approve
- g. Kizh Nation Monitoring Services Agreement for the Goldring Well and PFAS Treatment Plant Project, and authorize payment to the Kizh Nation for monitoring in an amount not to exceed \$51,700.
CEQA: Not a Project
Recommended Action: Approve
- h. Renewal of the Agreement with Tyler Technologies for the EnerGov Program for asset management, permit tracking, and community development software for three years, in the amount of \$240,771.52 for years 2025-26, including a 5% annual escalator.
CEQA: Not a Project
Recommended Action: Approve
- i. Contract with California Professional Engineering, Inc. for the Downtown Lighting Improvement Project in the amount of \$247,000, including a 10% contingency, utilizing American Rescue Plan Act ("ARPA") Funds.
CEQA: Exempt
Recommended Action: Approve
- j. Extension to the Contract with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps in an amount not to exceed \$130,410.
CEQA: Exempt
Recommended Action: Approve

- k. Reject low bid from All Cities Engineering, Inc., and award a contract to Ramona, Inc. for the Sewer Main Replacement Program in the amount of \$865,000, with a 10% contingency.
CEQA: Exempt
Recommended Action: Approve

- l. Purchase Orders with Walters Wholesale Electric and Swarco, Inc. for the purchase of new traffic signal poles and 13 new traffic signal cabinets for the Las Tunas Drive – Live Oak Avenue Traffic Signals Synchronization Program (“TSSP”) and Miscellaneous Traffic Signal Improvement Projects, in the amount of \$486,227.27.
CEQA: Exempt
Recommended Action: Approve

- m. Purchase Order with Resilient Communications, Inc. for the purchase of core network switching equipment from Cisco Systems in the amount of \$67,000.
CEQA: Not a Project
Recommended Action: Approve

- n. Change Order to the Purchase Order with HydroPro Solutions for the purchase of data log radio read water meter dials in the amount of \$82,204.50.
CEQA: Exempt
Recommended Action: Approve

11. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, September 2, 2025, at 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

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

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

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

MATTERS ON THE AGENDA should be addressed when the City Council considers that item. Please indicate the Agenda Item Number(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。

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JULY 15, 2025**

CALL TO ORDER – Mayor Kwan called the Study Session to order at 6:01 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Sharon Kwan, Mayor
Eileen Wang, Mayor Pro Tem
Dr. Michael Cao, Council Member
Paul P. Cheng, Council Member
David Fu, Council Member

PUBLIC COMMENTS – No one appeared.

STUDY SESSION

- a. Report, discussion, and direction regarding veterans recognition efforts and programs.

Deputy City Manager Bruno provided the PowerPoint presentation.

Council Member Cao left the meeting at 6:22 p.m. and returned at 6:24 p.m.

Due to an emergency, Council Member Cheng left the meeting at 6:24 p.m.

Due to Council Member Cheng’s departure, it was the consensus of the City Council to table this item to the August 19, 2025, meeting.

The Study Session ended at 6:24 p.m.

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

1. **CALL TO ORDER** – Mayor Kwan called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Pastor David Park, Arcadia Fire Department Chaplain
3. **PLEDGE OF ALLEGIANCE** – Pastor David Park, Arcadia Fire Department Chaplain

4. ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Fu, Wang, and Kwan
ABSENT: Cheng

A motion was made by Council Member Cao and seconded by Mayor Pro Tem Wang to excuse Council Member Cheng from the meeting; the motion carried with no objections.

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

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in a Study Session to discuss the one item listed on the posted agenda; he stated that the item was tabled to the August 19, 2025, City Council Meeting, due to an emergency that required Council Member Cheng to leave the meeting.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had nothing to report.

7. PRESENTATIONS

- a. Presentation of Mayor's Certificate of Commendation to Debra Boudreaux, Chief International Affairs Officer of the Buddhist Tzu Chi Foundation and Buddhist Tzu Chi Charity Foundation, for her decades of involvement with charity, medical care, education and humanitarian efforts.
- b. Presentation of Mayor's Certificates of Commendation to the Arcadia High School "No Apaches Down" Science Team for winning first place at the 2025 National Anatomage Tournament.
- c. Tournament of Roses presents commemorative photo to the Arcadia Fire Department for the 136th Rose Parade Vehicle Entry.
- d. Presentation to outgoing Board and Commission Members.
- e. Administer the Oath of Office to newly appointed Board and Commission Members.

8. PUBLIC HEARING

- a. Confirm the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures Weed Abatement Charges and order the

County Auditor to enter the amounts of the assessment against the parcels of land as they appear on the current assessment roll.

CEQA: Not a Project

Recommended Action: Approve

City Manager Lazzaretto presented the Staff Report.

Mayor Kwan opened the Public Hearing – no one appeared.

Mayor Kwan closed the Public Hearing.

A motion was made by Council Member Cao, seconded by Mayor Pro Tem Wang, and carried on a roll call vote to confirm the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures Weed Abatement Charges and order the County Auditor to enter the amounts of the assessment against the parcels of land as they appear on the current assessment roll.

AYES: Cao, Wang, Fu, and Kwan

NOES: None

ABSENT: Cheng

9. PUBLIC COMMENTS

Suzie Powell-Rutherford appeared on behalf of the American Cancer Society to speak about the Relay for Life fundraising event at Santa Anita Park on September 6 and 7; and encouraged everyone to attend.

Howard Ursetti, an Arcadia resident, appeared and expressed disappointment in the ongoing dialogue among the City Council Members; and he encouraged the City Council to reassess its mission and return focus to conducting City business.

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

Council Member Fu shared the recent passing of his father, noting that he was 102 years old; he thanked Mr. Ursetti for his public comment and stated that he will conduct himself appropriately; and he emphasized the importance of actions, noting that they carry consequences.

Council Member Cao expressed his condolences to Council Member Fu; he spoke about the importance of family; and expressed his gratitude to his colleagues for establishing the Arcadia Health Commission.

Mayor Pro Tem Wang expressed her condolences to Council Member Fu; she thanked Council Member Cao for working with her on the Health Committee and the formation of the Health Commission; she thanked the Downtown Arcadia Improvement Association for organizing the Patriotic Festival and drone show, and City staff for coordinating the “Concerts & Movies in the Park” series; and she provided a report on the various events that she attended or will be attending as a representative of the City.

Mayor Kwan expressed her condolences to Council Member Fu; she provided a report on the various events that she attended or will be attending as a representative of the City; she thanked the Downtown Arcadia Improvement Association for organizing the Patriotic Festival and drone show; she thanked the City of Sierra Madre for inviting her to participate in their Fourth of July Parade, and City staff for coordinating the “Concerts & Movies in the Park” series; and she announced that July 18 is “Mahjong with the Mayor” and August 5 is National Night Out. She also addressed reports of unfamiliar devices on City streetlight poles and on roadways, explaining that the devices are the property of the California Department of Transportation (CalTrans), and are being used to collect traffic counts across local jurisdictions; and she commended an Arcadia resident for traveling to Kerr County, Texas, to assist with rescue and aid efforts during the July Fourth floods.

11. CONSENT CALENDAR

- a. Regular Meeting Minutes of June 17, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Ordinance No. 2407 amending Article III, Chapter 3, Part 2, Section 3320 (Public Safety) of the Arcadia Municipal Code to prohibit bicycles and wheeled toys on all recreation courts.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7643 establishing park regulations for the use of fields, tennis courts, and pickleball courts.
CEQA: Not a Project
Recommended Action: Adopt
- d. Resolution No. 7644 establishing by-laws for the Arcadia Health Commission.
CEQA: Not a Project
Recommended Action: Adopt
- e. Amended Statement of Policy for City Council Protocols and Procedures: Certificates and Proclamations.
CEQA: Not a Project
Recommended Action: Approve

- f. Contract with Carrier Corporation for the Police Department Chiller 2 Replacement Project in the amount of \$306,955.
CEQA: Exempt
Recommended Action: Approve
- g. Contract with Carrier Corporation for the Upper City Hall HVAC Split Systems Project in the amount of \$126,085.
CEQA: Exempt
Recommended Action: Approve
- h. Contract with Gentry Brothers Inc. for the Fiscal Year 2024-25 Pavement Rehabilitation Project in the amount of \$1,543,024.50.
CEQA: Exempt
Recommended Action: Approve
- i. Professional Services Agreement with American Business Machines for security alarm and fire suppression system installation, monitoring, and repair services, and security camera and access control upgrade and installation in the amount of \$883,916.77.
CEQA: Not a Project
Recommended Action: Approve
- j. Purchase Order with ODP Business Solutions ("Office Depot") for new furniture for the Arcadia Police Department's evidence laboratory in an amount not to exceed \$34,794.
CEQA: Not a Project
Recommended Action: Approve
- k. Purchase Orders for annual software hosting and maintenance with Oracle America for NetSuite for Government and Can/Am Technologies for Teller Cashiering, in an amount not to exceed \$172,600.
CEQA: Not a Project
Recommended Action: Approve
- l. Purchase Order with ODP Business Solutions ("Office Depot") for the purchase of Citywide office supplies in the amount of \$110,000 annually, with the option to renew for four (4) additional years.
CEQA: Not a Project
Recommended Action: Approve

- m. Purchase Order with DeLillo Chevrolet for the purchase of one 2025 Chevrolet Silverado 1500 pickup truck in the amount of \$62,936.10.
CEQA: Not a Project
Recommended Action: Approve
- n. Purchase Order and Amendment No. 3 to the Professional Services Agreement with Inter-Con Security Systems, Inc. for official parking enforcement services for Fiscal Year 2025-26 in an amount not to exceed \$268,960.
CEQA: Not a Project
Recommended Action: Approve
- o. Purchase Order and Amendment No. 1 to the Master SaaS and Service Level Agreement with LiveView Technologies Inc., for the lease of three mobile surveillance trailers through the Governor's Office of Emergency Services California 1122 Program, in an amount not to exceed \$106,611 for Fiscal Year 2025-26.
CEQA: Not a Project
Recommended Action: Approve
- p. Purchase Order increase with Galls, LLC for the purchase of Fire Department uniforms in an amount not to exceed \$38,500 annually, for the period of July 1, 2025, to June 30, 2027.
CEQA: Not a Project
Recommended Action: Approve
- q. Change Order to the Purchase Order with All City Management Services Inc. ("ACMS") for crossing guard services for Fiscal Year 2024-25, in an amount not to exceed \$32,061; and a Purchase Order and Amendment No. 4 to the Professional Services Agreement with ACMS for crossing guard services for Fiscal Year 2025-26, in an amount not to exceed \$378,471.
CEQA: Not a Project
Recommended Action: Approve
- r. Accept all work performed by Mackone Development, Inc. for the City Facilities Exterior Painting Project as complete.
CEQA: Exempt
Recommended Action: Approve
Cao, Fu w Kwan

It was moved by Council Member Cao, seconded by Council Member Fu, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.r.

AYES: Cao, Fu, Wang, and Kwan
NOES: None

ABSENT: Cheng

12. ADJOURNMENT

The City Council adjourned in memory of long-time resident Bob Eriksson at 8:24 p.m. to Tuesday, August 19, 2025, at 6:00 p.m., in the City Council Conference Room.



Linda Rodriguez
City Clerk



HUMAN RESOURCES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Anely Williams, Human Resources Director

SUBJECT: RESOLUTION NO. 7645 ESTABLISHING SUBSEQUENT ARREST NOTIFICATIONS AND CRIMINAL BACKGROUND CHECKS WITH THE DEPARTMENT OF JUSTICE FOR STATE LEVEL OF SERVICES

CEQA: Not a Project

Recommendation: Adopt

SUMMARY

The City of Arcadia currently conducts background checks for all new employees and volunteers. The City has always been able to submit background check requests with either the Federal Bureau of Investigation (“FBI”) level and the State Department of Justice (“DOJ”) level or DOJ-only level. However, the FBI recently began disallowing local agencies from processing DOJ-only requests, without submitting an updated authorization. Accordingly, it is recommended that the City Council adopt Resolution No. 7645 to allow the DOJ to process DOJ-only background checks. There is no fiscal impact associated with adoption of Resolution No. 7645.

BACKGROUND

The Federal Bureau of Investigation (“FBI”) is responsible for reviewing statutes that seek access to FBI criminal history for licensing and employment purposes pursuant to Public Law 92-544. If authorized by state statute, the FBI will exchange records with officials of state and local governments for purposes of employment and licensing. Since California is authorized by statute, the Department of Justice (“DOJ”) has processed State of California and FBI fingerprint-based background checks for decades.

Additionally, as an agency approved by the FBI to obtain records, the City of Arcadia fingerprints all new employees and receives criminal background information from the DOJ and FBI, as applicable, as well as subsequent arrest notifications.

DISCUSSION

Although the City currently conducts background checks for all new employees and volunteers, not all job classifications or volunteer roles require both a federal (FBI) and state (DOJ) background check. The City has always been able to process an FBI and/or DOJ background check. However, the FBI recently conducted an internal reconciliation of all agencies listed on the FBI-approved resolution list, which resulted in several changes to the background check request process. The majority of these changes are administrative in nature and related to completion of the background request form. However, the FBI informed the DOJ that it will now require the default request for background checks to be consolidated to both FBI and DOJ levels of service.

The recent change implemented by the FBI has prevented the DOJ from providing DOJ-only level of service to the agencies and jurisdictions it serves. Mandating both FBI and DOJ level background checks is not feasible for City operations. Thus, after consulting with the DOJ, the DOJ has informed the City that a new resolution must be adopted to allow for DOJ-only background checks. This separate resolution will allow the DOJ to implement its own internal process as an exception to the FBI's newly implemented default selection for both FBI and DOJ levels of service. Accordingly, by adopting Resolution No. 7645, the DOJ will be able to implement its exception protocols to allow the City to only request State level of services.

It is important to note that adoption of Resolution No. 7645 would not remove the City's ability to request a combined FBI and DOJ service. Rather, it would allow the City to request DOJ-only background checks, in addition to FBI and DOJ service, as it has always done. The DOJ has reviewed and approved Resolution No. 7645, and there is no fiscal impact associated with adoption of Resolution No. 7645.

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

There is no fiscal impact associated with the adoption of Resolution No. 7645, which would allow the DOJ to implement its internal exception to allow for the processing of State level of service.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7645 establishing subsequent arrest notifications and criminal background checks with the Department of Justice for State level of services.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7645

RESOLUTION NO. 7645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ESTABLISHING SUBSEQUENT ARREST NOTIFICATIONS AND CRIMINAL BACKGROUND CHECKS WITH THE DEPARTMENT OF JUSTICE FOR STATE LEVEL OF SERVICES

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment.

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

SECTION 1. The City of Arcadia is hereby authorized to access state summary criminal history information for employment with the City of Arcadia (including volunteers and contract employees), licensing of or certification for Emergency

Medical Technician purposes and may not disseminate the information to a private entity; and

SECTION 2. Pursuant to California Government Code Section 12952 et. seq., also known as the California Fair Chance Act, and California Code of Regulations Title 2 Section 11017.1, the City of Arcadia may determine that a person is not eligible for employment (including volunteer service, and contracted service, if applicable) based on the person's criminal history upon conducting an individualized assessment of the criminal history.

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

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

[SIGNATURES ON THE NEXT PAGE]


Passed, approved, and adopted this 19th day of August, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



ADMINISTRATIVE SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Henry Chen, Administrative Services Director

SUBJECT: RESOLUTION NO. 7646 DETERMINING THE AMOUNT OF REVENUE TO BE RAISED FROM PROPERTY TAXES FOR FISCAL YEAR 2025-26 TO PAY FOR THE DEBT SERVICE ON THE 2021 GENERAL OBLIGATION REFUNDING BONDS (SERIES BOND MEASURE A AND SERIES POLICE STATION PROJECT)

CEQA: Not a Project

Recommendation: Adopt

SUMMARY

The City has two General Obligation Bonds supported by voter-approved levies. In 2021, these bonds were refinanced into the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project). Annually, the City Council must adopt a resolution to establish the supplemental taxes collected to make debt service payments for the outstanding General Obligation Bonds. The rates established for Fiscal Year 2025-26 are estimated to generate tax revenue of \$488,700 and \$353,600 for the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project), respectively, and will be paid directly by property owners as part of their annual property tax bills.

It is recommended that the City Council adopt Resolution No. 7646, determining the amount of revenue to be raised from property taxes for Fiscal Year 2025-26 to pay for the debt service on the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project).

BACKGROUND

Two General Obligation Bonds were issued by the City, which were supported by voter-approved levies. The Series 2011 issuance was to fund the building of a grade

separation at the intersection of Santa Anita Avenue and the Gold Line right-of-way alignment; the Series 2001 General Obligation Bonds were used to finance the construction of the City's police station.

The issuance of Series 2001 General Obligation Bonds were approved in a Special Election held on November 2, 1999; the Series 2011 issuance was approved by the voters during the April 11, 2006, election. More than two-thirds of the votes cast were in favor of the agreed indebtedness, with the principal and interest payable from levies upon taxable property within the City. Both Bonds are payable entirely by ad valorem property taxes levied on behalf of the City and collected by Los Angeles County.

In 2012, the bond market provided an opportunity to refinance the Series 2001 General Obligation Bonds. As a result, General Obligation Bonds Series 2012 were issued on November 6, 2012, solely for the refunding of the Series 2001, providing savings of approximately \$1 million for taxpayers over the life of the bonds.

In 2021, with interest rates near historical lows due to the COVID-19 pandemic, conditions provided another opportunity to refinance both Series 2011 and 2012 of the General Obligation Bonds. A private placement with Sterling Bank (subsequently acquired by Webster Financial) was undertaken to refinance both the 2011 and 2012 Series General Obligations Bonds. The transaction closed on November 23, 2021, and the private placement will yield roughly \$840,000 in additional savings over the life of the bonds.

Each year, a resolution must be adopted by the City Council to determine the amount of revenue to be raised from property taxes, to pay for the debt service on the General Obligation Bonds. This information is the basis for establishing tax rates, which are forwarded to Los Angeles County and will be applied to properties within the City's boundaries.

DISCUSSION

A separate schedule (Exhibit "A") illustrating the calculation of the tax rate is attached to provide detail of the debt service payments, the assessed valuations, beginning balances, estimated expenditures, and the proposed tax rate for Fiscal Year 2025-26.

The FY 2025-26 debt service payments for the Series Bonds Measure A Bonds total \$523,500, of which \$488,000 represents Principal and \$35,500 is Interest. For the Series Police Station Project Bonds, the total amount due in FY 2025-26 is \$409,100, including \$381,000 for Principal and \$28,100 for Interest.

The levy rate for Series 2021 General Obligation Refunding Bonds (Series Bond Measure A) is 0.002191%, in comparison to 0.002204% last year; the tax rate for the 2021 General Obligation Refunding Bonds (Series Police Station Project) is 0.001586% versus 0.001549% for the prior year. The rates for Measure A bonds decreased slightly due to an increase in assessment valuation for FY 2025-26. The Police Station Bonds rate increased slightly due to a small increase in debt service for this Fiscal Year. With these rates, a home valued at \$1,000,000 would pay \$21.91 in taxes for the Series Bonds Measure A Bonds, and \$15.86 for the Series Police Station Project Bonds, as part of their annual property tax payments. Last year, the rates were \$22.04 and \$15.49, respectively; therefore, the net impact of this rate adjustment would be modest for most property owners.

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

No General Fund costs are incurred through this action. The rates established for Fiscal Year 2025-26 are estimated to generate tax revenue of \$488,700 and \$353,600 for the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project), respectively, and will be paid directly by property owners as part of their annual property tax bills. These tax revenues will be added to each bond fund's existing fund balances for debt service payments occurring in Fiscal Year 2025-26.

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

Resolution No. 7646 Fiscal Year 25-26 Tax Levies
General Obligation Bonds
August 19, 2025
Page 4 of 4

adopt Resolution No. 7646 determining the amount of revenue to be raised from property taxes for Fiscal Year 2025-26 to pay for the debt service on the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project).

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7646
Exhibit "A" - Calculation of Tax Rate

RESOLUTION NO. 7646

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DETERMINING THE AMOUNT OF REVENUE TO BE RAISED FROM PROPERTY TAXES FOR FISCAL YEAR 2025-26 TO PAY FOR THE DEBT SERVICE ON THE 2021 GENERAL OBLIGATION REFUNDING BONDS (SERIES BOND MEASURE A AND SERIES POLICE STATION PROJECT)

WHEREAS, in a special election held on November 2, 1999, City of Arcadia voters approved the issuance of General Obligation Bonds Series 2001 in the principal of \$8 million for the construction of a police facility; the 2001 Bonds were defeased by the issuance of General Obligation Bonds Series 2012 on November 6, 2012; the 2012 Bonds were defeased by the issuance of General Obligation Refunding Bonds (Series Police Station Project) on November 23, 2021 and property taxes are to be raised for the principal and interest payments of the indebtedness through tax levy; and

WHEREAS, in the general municipal election held on April 11, 2006, City of Arcadia voters approved the issuance of General Obligation Bonds Series 2011 in the principal of \$8 million for the construction of a grade separation, which is located at the intersection of Santa Anita Avenue and the Foothill Extension of the Metropolitan Transit Authority Gold Line; the 2011 Bonds were defeased by the issuance of General Obligation Refunding Bonds (Series Bond Measure A) on November 23, 2021 and property taxes are to be raised for the principal and interest payments of the indebtedness through tax levy.

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

SECTION 1. The following is the amount of revenue necessary during Fiscal
Year 2025-26 to pay for the authorized debt service on the above-described Bonds:

Series 2021 General Obligation Refunding Bonds

(Series Measure A): \$488,700

Series 2021 General Obligation Refunding Bonds

(Series Police Station): \$353,600

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

Passed, approved and adopted this 19th day of August, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Exhibit "A"
Calculation of Tax Rate

General Obligation Bonds	Balance Available (1) 7-01-25	2025-26 Assessed Valuations	Estimated Tax Revenue	Debt Service (2)	% Tax Rates 2025-26 (3)
2021 Series Measure A	\$544,600	\$22,301,074,109	\$488,700	\$523,500	0.002191%
2021 Series Police Station	\$454,500	\$22,301,074,109	\$353,600	\$409,100	0.001586%

- (1) Excess fund balance is included to ensure that positive cash balance is available for the debt service payments on August 1, 2026.
- (2) Per debt service schedule below.
- (3) For comparison, the levy rate from last year was 0.002204% and 0.001549% for Series 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project), and their first-year levy rates were 0.006621% and 0.009657% in 2011 and 2001, respectively.

DEBT SERVICE PAYMENT SCHEDULE:

	2021 G.O. Bond Series Measure A	2021 G.O. Bond Series Police Station
Principal	\$488,000	\$381,000
Interest	\$35,500	\$28,100
Total	\$523,500	\$409,100



OFFICE OF THE CITY MANAGER

DATE: August 19, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: DESIGNATION OF VOTING DELEGATES FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
CEQA: Not a Project
Recommendation: Designate Mayor Sharon Kwan as the Voting Delegate and Mayor Pro Tem Eileen Wang as the Alternate

SUMMARY

The League of California Cities (“CalCities”) Annual Conference is scheduled for October 8-10, 2025, in Long Beach. An important component of the conference is the General Assembly meeting for member cities, which begins on Friday, October 10, 2025. Consistent with CalCities’ bylaws, a city’s Voting Delegate and up to two Alternate Voting Delegates must be designated by City Council action. The Voting Delegates and Alternates are designated by the City Council to represent Arcadia and vote on resolutions that establish Cal Cities policy and bylaw amendments.

It is recommended that the City Council designate Mayor Sharon Kwan as the Voting Delegate and Mayor Pro Tem Eileen Wang as the Alternate for the 2025 League of California Cities Annual Conference.

BACKGROUND

To vote on behalf of Arcadia at the General Assembly meeting, the City Council must select a Voting Delegate and up to two Alternate Voting Delegates. A city’s Voting Delegate and Alternate(s) must be selected by City Council action and cannot be designated by individual action of the Mayor or City Manager. Arcadia must provide evidence of such action to CalCities by Wednesday, September 24, 2025. Once the

delegates have been approved, the selected Voting Delegate and Alternate(s) will be submitted to Cal Cities through their online portal (see Attachment).

Traditionally, voting delegates have been assigned by order and/or seniority on the City Council, as well as by expressing an interest in attending the General Assembly session. Since in-person voting is required during the General Assembly, the Voting Delegate and Alternate(s) should be selected from those that are able to attend the conference on the last day. Years when the Mayor or Mayor Pro Tem could not attend the conference, another member of the City Council was selected, or the City Manager could be authorized as the Voting Delegate on behalf of the City Council. In 2024, then-Mayor Cao and Council Member Wang, were selected as the Voting Delegate and Alternate for the Annual League Conference.

Member cities may submit general resolutions 60 days before the beginning of the Annual Conference. These resolutions are policy proposals on issues of importance to cities and require support from at least five additional member cities or individual members, before being presented to the General Assembly for action. In prior years, member cities submitted resolutions for consideration before Voting Delegates were selected. This allowed the entire City Council to consider any proposed resolutions together and provide some initial direction to the Voting Delegate. At this time, there have been no policy resolutions submitted by member cities for consideration by the General Assembly. Any resolutions introduced during the conference are left to the Voting Delegate to consider and act upon.

DISCUSSION

The following Council Members have registered for the Annual Conference at this time:

Mayor Sharon Kwan
Mayor Pro Tem Eileen Wang
Council Member Michael Cao

Given that both the Mayor and Mayor Pro Tem are planning to attend the conference and are available to attend the General Assembly meeting, it would follow customary practices to select them as the City's primary and alternate voting delegates, respectively. Arcadia has not traditionally designated a second alternate member for

voting; however, since Council Member Cao is the Immediate Past President of the Los Angeles Division of CalCities, breaking from tradition and selecting a third delegate could be warranted.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no fiscal impact for selecting a Voting Delegate and Alternate for the Annual Conference. There is sufficient funding in the FY 2025-26 budget for three Council Members to attend the League of California Cities Annual Conference, in addition to other educational and professional pursuits.

RECOMMENDATION

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and designate Mayor Sharon Kwan as the Voting Delegate and Mayor Pro Tem Eileen Wang as the Alternate Voting Delegate for the 2025 League of California Cities Annual Conference.

Attachment: 2025 CalCities Voting Delegate Information Packet



Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).



CITY OF ARCADIA

STAFF REPORT

POLICE DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX INFORMATION SERVICES GROUP FOR FALSE ALARM PROGRAM MANAGEMENT SERVICES FOR FISCAL YEARS 2025-26 THROUGH 2027-28, WITH THE OPTION OF THREE ONE-YEAR RENEWALS

CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City's Professional Services Agreement with PM AM Corporation ("PM AM") for False Alarm Program Management Services expired on July 31, 2025. In compliance with the City's procurement policy and to promote a transparent and competitive process, a Request for Proposals was issued in May 2025. Based on the proposals received, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Phoenix Information Services Group for False Alarm Program Management Services for Fiscal Years 2025-26 through 2027-28, with the option of three one-year renewals. It is further recommended that the City Council delegate the authority to approve future renewals under this agreement to the City Manager, provided that any changes to the financial terms remain unchanged.

BACKGROUND

In 2008, the City entered a Professional Services Agreement with a third-party vendor to manage False Alarm Program services. These services included billing and collections, processing and tracking false alarms, and preparing and sending

notification letters. Over time, the City has greatly benefited from its efforts to reduce false alarms in Arcadia.

Since the program's inception, false alarm activations have been reduced by 44%, from about 2,700 per year to 1,500. The Program has identified nearly 7,500 alarm systems, which is 47% more than the 4,000 initially expected by the City.

DISCUSSION

The Professional Services Agreement ("Agreement") with the City's current provider, PM AM, expired on July 31, 2025. Even though PM AM's performance has been positive over the past six years, a Request for Proposals ("RFP") was issued in May 2025, to ensure the best and most qualified company was being utilized to meet the false alarm needs of the City.

A Notice Inviting Proposals was published on the City's website and two proposals were received on May 27, 2025: one from PM AM and one from Phoenix Information Systems Group ("Phoenix"). A committee comprised of three City staff members reviewed and rated the proposals using a 100-point evaluation system. The proposals were evaluated according to thoroughness and understanding of work, related experience, references, quality of the proposal, and costs.

Both companies have significant expertise in providing the requested services and met the requested criteria. However, the Professional Services Agreement is based on a revenue-sharing model, where a portion of the false alarm fees collected are retained by the company as compensation for their services. Phoenix proposed that the City would receive 84% of the fees collected, with Phoenix retaining 16% (84:16 split). Conversely, PM AM proposed a 79:21 split, which is the same ratio as the City's most recent contract. As a result of the RFP process, the City now has the option to collect 5% more in false alarm program revenue, compared to what was available under the previous contract.

Other favorable factors for Phoenix include their local client base, which includes providing false alarm services to over 250 clients in California, compared to PM AM's customer base of over 140. Additionally, Phoenix's corporate offices are in Santa Ana, California, whereas PM AM is based in Texas. For these reasons, the Phoenix proposal achieved a score of 100 points, with PM AM scoring at 95.

Based on the foregoing information, it was determined that Phoenix best meets the Arcadia's needs and has been selected as the City's new service provider.

Phoenix will provide the City with full-time, live operators to answer inquiries and complaints from Arcadia citizens, track all false alarms, send and collect all warning letters and bills, administer online alarm registration and bill pay, send follow-up letters for delinquent bills, provide all stationery material and postage, provide digital and printed false alarm educational materials, offer an online reinstatement test, and grant the City full access to its database and up-to-date status of all billing and collections.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Phoenix Information Services Group for False Alarm Program Management Services for Fiscal Years 2025-26 through 2027-28, with the option of three one-year renewals. It is further recommended that the City Council delegate the authority to approve any such one-year renewals to the City Manager, without having to return to the City Council for further authorization, provided that all financial terms remain unchanged.

ENVIORNMENTAL 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

Phoenix provides its service on a revenue sharing basis of all fees collected: 16% to Phoenix and 84% to the City. Phoenix does not charge maintenance fees and will provide all required services to run, collect, and maintain the false alarm program. After Phoenix's 16% share, it is estimated that the City will receive approximately \$182,000 in revenue during FY 2025-26.

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


False Alarm Management Services

August 19, 2025

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approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Phoenix Information Services Group for False Alarm Program Management Services for Fiscal Years 2025-26 through 2027-28, with the option of three one-year renewals. It is further recommended that the City Council delegate the authority to approve any such one-year renewals to the City Manager, without having to return to the City Council for further authorization, provided that the financial terms remain unchanged.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
FALSE ALARM PROGRAM MANAGEMENT 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 Phoenix Group Information Systems a privately held C-Corporation, incorporated in California with its principal place of business at 2677 N. Main Street, Suite 440, Santa Ana, CA 92705 (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:

False Alarm Program Management 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. Consultant shall submit to the City a monthly itemized statement which indicates total monthly collections, any City authorized adjustments, and the agreed upon revenue share calculation for the month based on the rates shown in Exhibit "C". City shall, within forty-five (45) days of receiving such statement, review the statement and notify consultant of any discrepancies.

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be for a period of three (3) years from the contract implementation date as herein after defined unless earlier terminated as provided herein. As used herein, the term contract implementation date shall mean the first day of the calendar month for which Consultant commences billing for its services to city here under following the installation of the False Alarm Management Program; provided, however, that such monthly billing shall commence such installation promptly following the full execution of this Agreement and diligently and continuously proceeds to completion of such installation. Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. The term of this agreement may be extended by mutual agreement of the parties on a year-by-year basis for a maximum of three (3) one(1)-year additional terms no later than 30 days prior to the expiration of the then current term. If such option is exercised, the terms and conditions quoted herein (with the exception of pricing) are to remain firm for the term extensions of this Agreement. Any adjustment to pricing shall be agreed to by the parties in writing prior to the commencement of any term extensions.

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.

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

19. Organization

Consultant shall assign Claire Murphy 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

CONSULTANT:
Phoenix Group Information Systems

240 West Huntington Drive
Arcadia, CA 91066
Attn: Roy Nakamura, Chief of Police
Arcadia Police Department

2677 N. Main Street, Suite 440
Santa Ana, CA 92705
Attn: Claire Murphy, Executive Vice President

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND SHARP PERFORMANCE INC.**

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

CITY OF ARCADIA

PHOENIX GROUP INFORMATION SYSTEMS

By: _____
Dominic Lazzaretto
City Manager

By: _____
Robert Murphy
President

Date: _____

Date: _____

ATTEST:

By: _____
Claire Murphy
Executive Vice President

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

CONCUR:

By: _____
Michael J. Maurer
City Attorney

By: _____
Roy Nakamura
Chief of Police

EXHIBIT A

Scope of Services

Consultant shall be responsible for the daily operations of the Program. This will include, but may not be limited to:

1. Permit Tracking

- a) The Consultant shall be responsible for working with alarm companies to ensure that alarm permits are acquired for existing and new alarm holders.
- b) The Consultant shall be responsible for issuing notices to alarm-holders when there is evidence that an alarm-holder has failed to secure the required permit for an alarm system.
- c) The Consultant shall be responsible for providing information on a frequency to be determined by the City, which includes the name of the alarm-holder and address of the property where the required permit has not been obtained.
- d) The Consultant shall be responsible for the billing and collection of any fees associated with the failure of the alarm holder to secure a permit.
- e) The Consultant shall be responsible for providing the City online, web-based access to the data associated with permits for audit and ad-hoc reporting purposes.
- f) The Consultant shall provide for the ability to register alarm systems and obtain alarm permits by connection to an Internet-based portal that is integrated (i.e. linked to) with the City of Arcadia existing website. The Consultant will also be responsible for providing the ability for mail-in registration.

2. Billing

- a) The Consultant system shall receive data sent on a daily basis from the City's Computer Aided Dispatch (CAD) System that identifies false alarm events for the previous calendar date. This process shall be automatic and not require City staff intervention.
- b) The Consultant shall be responsible for producing bills on a frequency specified by the City (daily/weekly) to businesses/residents who owe a false alarm service fee based on a fee structure articulated by City Ordinances and Resolutions.

- c) Flexibility shall be inherent in the Consultant's system should the false alarm fee structure change.
- d) The Consultant shall provide a local or toll-free phone number to assist citizens and businesses and answer questions as to the administration and billing of this program.
- e) The Consultant shall provide a secure and user-friendly online system for bill payment as well as provisions for those without internet access. The online payment process must be PCI compliant.

3. Collections

- a) The Consultant shall be responsible for the collection of the fees. All fees collected shall be deposited in an account controlled by the City or the Consultant. Deposits shall be disbursed monthly, based on a mutually agreed-upon schedule, to the City and the Consultant. The City and the Consultant shall receive their respective percentages of the revenues collected as provided by the contract between the City and the Consultant.
- b) To enhance public convenience and program perception, it is preferred that the Consultant provide a nearby (within 50 miles) program mailing address and mail-in payment processing.
- c) The Consultant shall be responsible for seeking collections from delinquent accounts and shall receive a percentage of the delinquent revenue as provided by contract between the City and the Consultant.
- d) The Consultant shall be responsible for providing information on a frequency to be determined by the City that includes the name of the alarm-holder and address of the property where false alarm service fees are delinquent.
- e) The Consultant shall be responsible for providing the City online web-based access to the data associated with collections for audit and ad-hoc reporting purposes. The City requires that the database utilized falls within City IT standards.
- f) The Consultant shall support the billing/suspension/revocation appeals process.
- g) The Consultant will be responsible for providing the City access to the data associated with collections for audit and ad-hoc reporting purposes.

- h) The Consultant shall obtain at its own expense, regular, independently-certified (e.g. SSAE16) audits of internal financial controls, data security and alarm management services. The reports on such audits shall be shared with the City.

4. Interface with Computer-Aided Dispatch (CAD) System [Note, this Section 4 is open pending Consultant's understanding of City's system and its compatibility with Consultant's system]

- a) To minimize technical issues related to the sharing of alarm data, short-listed Consultants must have successfully implemented their False Alarm Management Solution with an agency that currently uses Executive Information Services (EIS) Computer Aided Dispatch System. Prospective Consultants will be required to provide at least one reference for an agency utilizing an EIS CAD system.
- b) The Applicant shall also have demonstrated experience automatically notifying selected City manager(s) of alarm program performance metrics. Such metrics must include active permits by City-specified location types, billings, collections and false alarms. These notifications are required on a scheduled basis, e.g. daily, as specified by the City.
- c) Should Consultant be selected for the administration contract but fail to provide and maintain a database capable of sharing information with the City's CAD system, as it may be upgraded, changed or modified over time, shall be considered a material breach of contract and grounds for immediate termination of Consultant's contract.

5. Customer Service

- a) The Consultant shall provide an internet based portal which will provide public interactivity for purposes of education, registration, and support services, as well as an automated or personnel staffed telephone system with similar attributes for those needing alarm program services, but without internet access.
- b) The Consultant will develop written educational materials for citizens and businesses, coordinate a public education notification plan and provide alarm user training and education via the Internet and other methods for those without computer access.
- c) The Consultant shall provide the City current, online access to the alarm program data with the ability to search accounts by multiple search criteria, view supporting documents such as letters and invoices, generate management reports, and create ad-hoc (custom) reports where the

custom report template can be saved and re-generated on demand.

- d) The Consultant shall have a track record demonstrating experience and expertise in advising agencies on alarm ordinance provisions.
- e) It is preferred that the Consultant have nearby company representation to facilitate in-person meetings and better support the program and the City.

6. Data Security and Reliability

- a) The Consultant shall ensure the security and reliability of the City's public safety data maintained by the Consultant. Please describe the policies, processes and systems the Consultant has in place to protect the data.
- b) The Consultant shall follow generally accepted practices to ensure that its alarm management services are provided with adequate internal controls. Please describe these practices.
- c) The Consultant shall provide gratis System enhancements as they become available and backup system/disaster recovery functions.

7. City of Arcadia's Alarm Permit Subsidy Program

- a) Consultant shall communicate with residents and update their accounts after receiving information from the City regarding new subsidy program participants, including names, addresses, and contact information. Consultant shall send renewal letters to program participants informing them of their updated account status and projected renewal date so they can be informed so they can be informed when their next payment is due.
- b) Payment for each subsidy shall be taken from the program revenues. Consultant shall track the program participants and provide a report of the number of subsidies issued as part of the monthly accounting record.

CITY RESPONSIBILITIES

1. Appointing an Arcadia Alarm Administrator ("Administrator") who will be the primary point of contact between Consultant and Arcadia. The Administrator is responsible for overseeing Consultant's operation of the False Alarm Program Management services ("Program") and accessing Program information, as needed, via Consultant's provided online access;
2. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related

information to alarm users, and for documenting alarm related information within the Arcadia CAD/911 system;

3. Extracting false alarm incident data from the CAD/911 System and transferring this data electronically to Consultant (via email or Consultant's website).
4. Arcadia staff is responsible for entering, or causing to be entered into the CAD/911 System any false alarm related information that Arcadia may choose to display to CAD/911 System operators through CAD/911 System;
5. Scheduling, conducting, and making appeal decisions for any false alarm hearings;
6. Conducting any general public education programs on false alarms; and
7. Transferring any and all financial information from the Program generated alarm reports to other Arcadia financial systems, as needed.

The City shall be responsible for all costs of carrying out these responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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EXHIBIT B
Schedule of Charges/Payments

For performing and completing all services pursuant to the Scope of Services (Exhibit "A"), Consultant will obtain payment exclusively from the collected revenues. There will be no upfront systems development, licensing, conversion, equipment, travel, or other costs.

The Consultant shall be compensated for its services by receiving sixteen percent (16%) of all Alarm Ordinance required collections after payment of any citizen refunds, designated-bank and credit card processing charges, and any postage/ mailing costs incurred in connection with the Services rendered under this Agreement which shall be paid out of the collected revenues before determining the amount to be split between City and Consultant as set forth herein. Thus, eighty-four percent (84%) of such required collections will be paid to the City. This percentage also excludes any applicable California sales/use/income taxes.

Collections include at a minimum amounts received for permit registration fees, renewal fees, and non-registrations; false burglary and robbery/panic system activations, reinstatement fees, late fees, alarm company civil penalties, and any other charges established by Resolution No. 6628, attached and incorporated herein as part of Exhibit "C".

The Consultant will pay for all other costs including paper stock, education materials, set-up fees, equipment (including hardware, hosting charges, and software), tools, personnel, utilities, and any other costs not listed here that are required for administering the false alarm billing and tracking program for the City.

In addition, as part of the City of Arcadia's Alarm Permit Subsidy Program, which began in November of 2018, the Consultant will receive sixteen percent of any renewals associated with the Subsidy Program according to the same compensation conditions set forth above. The amount shall be retained from the City's monthly revenue collections.

This percentage of collected revenues is based on several assumptions:

1. That Resolution No. 6628 relating to false security alarm fees remains in substantially the same form;
2. Arcadia adopts a fair, but firm approach to appeals resulting in alarm fines generally being upheld on appeal;

Arcadia actively supports enforcement of Ordinance No. 2243, attached and incorporated herein as part of Exhibit "C", including support of proactive collection of all fine amounts owed.

City acknowledges that Consultant is installing the Program at no cost to the City. Consequently, in the event the City terminates this Agreement before or within 12 months from the Contract Implementation Date for any reason other than the failure of Consultant to perform its Services hereunder that has not been cured by Consultant within 30 days of receipt of written notice of the problem, Consultant shall be entitled to receive, and City shall pay to Consultant, the fees that Consultant would have received hereunder for a period of the initial 12 months after the Contract Implementation Date less the number of months, if any, that Consultant was paid its fees hereunder prior to the termination of this Agreement (the "**Guaranteed Period**"). If this Agreement is terminated after the Contract Implementation Date, the amount of the fees to be paid to Consultant shall be the average of the monthly fees retained by Consultant prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to Consultant shall be the amount of the fees projected by the parties to be retained by Consultant during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to Consultant pursuant to the provisions of this paragraph shall be paid by City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, in recognition of the fact that Consultant's Services under the Agreement and the expenses incurred by Consultant in performing such Services are incurred in advance of Consultant receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been completed up to the time of such termination, City agrees to continue to pay Consultant its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by Consultant to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to Consultant and the City in accordance with the provisions of this Exhibit "C" shall be determined and paid monthly within forty-five (45) days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to Consultant in accordance with the terms of this Agreement

EXHIBIT C

Activity Schedule

The Schedule of Services shall be performed for a period of three (3) years from the Contract Implementation Date as defined in Section 5 of this Agreement and may be extended by mutual agreement of the Parties on a year-by-year basis for a maximum of three (3) one (1) year additional terms, pursuant to Section 5 of this Agreement.

Attached are Resolution No. 6628 and Ordinance No. 2243

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RESOLUTION NO. 6628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING RESOLUTION NO. 6489 RELATING TO FALSE SECURITY ALARM FEES FOR THE ARCADIA POLICE DEPARTMENT

WHEREAS, the Police Department charges certain fees for administrative and related activities based on reasonable costs incurred; and

WHEREAS, based on the cost allocation study performed by the Police Department, the fees set forth in this Resolution are necessary for the purposes set forth in this Resolution and said fees do not exceed the estimated costs for providing the service; the fees set forth in this Resolution bear a reasonable relationship to the cost of the respective service or program involved; the fees bear a fair and reasonable relationship to the benefit the payer obtains from paying the fees or the burden caused; and the fees are not being imposed for general revenue purposes, but instead for partially recovering the cost of providing said services.

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

SECTION 1. Pursuant to Arcadia Municipal Code Section 3907, the cost assessments for false security alarm responses are amended as follows:

- (A) For the first and second false security alarm in any consecutive three hundred sixty-five (365) day period – No cost assessment.

- (B) For the third false security alarm in any consecutive three hundred sixty-five (365) day period – One Hundred Dollars (\$100.00).
- (C) For the fourth false security alarm in any consecutive three hundred sixty-five (365) day period – Two Hundred Dollars (\$200.00).
- (D) For the fifth and subsequent false security alarm in any consecutive three hundred sixty-five (365) day period – Three Hundred Dollars (\$300.00).
- (E) For each false security alarm which specifically signals a robbery or panic false alarm, there shall be a cost assessment of Two Hundred Dollars (\$200.00), commencing with the second false robbery or panic alarm in any three hundred sixty-five (365) day period.


SECTION 2. Pursuant to Section 3906 of the Arcadia Municipal Code, the annual (365 days) alarm permit fee shall be \$40.00.

SECTION 3. Pursuant to Section 3908.1 of the Arcadia Municipal Code the reactivation fee for a security alarm system shall be \$150.00.

SECTION 4. All fees set forth in this Resolution shall become effective August 15, 2008.

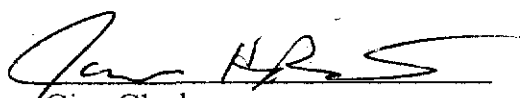
SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 15th day of July, 2008.



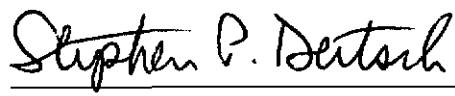
Mayor of the City of Arcadia

ATTEST:



City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

DRAFT

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


I, JAMES H. BARROWS, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 6628 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 15th day of July, 2008 and that said Resolution was adopted by the following vote, to wit:

AYES: Council Member Chandler, Harbicht and Kovacic

NOES: Council Member Amundson and Wuo

ABSENT: None

DRAFT



City Clerk of the City of Arcadia

ORDINANCE NO. 2243

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING VARIOUS SECTIONS OF ARTICLE III, CHAPTER 9 OF THE ARCADIA MUNICIPAL CODE CONCERNING FALSE SECURITY ALARMS

THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Sections 3901 subsection E, 3906, 3906.1 and 3907 of Chapter 9 of Article III of the Arcadia Municipal Code are hereby amended in their entirety to read as follows:

“3901 (E). “Security alarm user” is any person using a security alarm system at his/her residence or place of business. This includes any person inside the residence or business with permission.

3906. APPROVAL OF SECURITY ALARM SYSTEMS/COMPLIANCE WITH STANDARDS.

No person shall install any security alarm system without the prior approval of the City’s Business License Officer of his/her designee after review by the police and other city departments as deemed necessary by the Business License Officer to assure compliance with the security alarm system standards as established by the City and without first making payment to the City of the

established annual (365 days) alarm permit fee, as set by resolution of the City Council from time to time.

3906.1. COMPLIANCE WITH REGULATIONS.

Whenever it is determined that a security alarm user has failed to meet any of the standards of this Chapter or related resolutions or regulations adopted by the City, the City's Business License Officer is authorized to direct in writing that the user of that security alarm system disconnect the system until it is made to comply with said requirements. Failure to comply with this direction shall constitute a misdemeanor. Any alarm company that continues to report the activation of an ordered disconnected or unpermitted alarm to the Police Department shall be in violation as well, and any such violation shall constitute a misdemeanor. It shall be a violation of this Code for any alarm company to report activation from an unpermitted alarm in the city, and any such violation shall constitute a misdemeanor.

3907. FALSE SECURITY ALARM COST ASSESSMENT/GRACE PERIOD. Any person or business having a security alarm system which results in an Arcadia Police Department response in which the security alarm proves to be a false security alarm, shall pay a cost assessment fee to the City of Arcadia as established from time to time by resolution of the City Council. There will be no penalty assessment for any false security alarms that occur within thirty (30)

calendar days of the initial completed installation of a new security alarm system.

A false security alarm cost assessment shall be paid to the City after three (3) false security alarms have been received from any one (1) source from any one (1) security alarm system, in accordance with the following schedule:

A. The first (1st) and second (2nd) false security alarms in any consecutive three hundred sixty-five (365) day period will incur no cost assessment.

B. For the third (3rd) false security alarm in any consecutive three hundred sixty-five (365) day period, there will be a cost assessment as set forth by resolution of the City Council.

C. For the fourth (4th) false security alarms in any consecutive three hundred sixty-five (365) day period, there will be a higher cost assessment than the third false alarm assessment, as set forth by resolution of the City Council.

D. For the fifth (5th) and all subsequent false security alarms in any consecutive three hundred sixty-five (365) day period, there will be a higher cost assessment than the fourth false alarm assessment, as set forth by resolution of the City Council.

E. Notwithstanding any provisions herein to the contrary, for each false security alarm which specifically signals a robbery or panic alarm regardless of any other crime, there shall be a cost assessment as set forth by resolution of the City Council, commencing with the second (2nd) false security alarm in any

consecutive three hundred sixty-five (365) day period. After one (1) “robbery” or “panic” false security alarm, the City shall issue a warning notice to the security alarm user. As set forth in Penal Code Section 211, “robbery” means the felonious taking of personal property in the possession of another, from his person or immediate presence, and against his will, by means of force or fear.

The purpose of Section 3907 is, in part, to assure that assessment shall apply to any person or business whose security alarm system results in at least three (3) false security alarms or two (2) robbery or panic alarms within any consecutive three hundred sixty-five (365) day period. Any false security alarm within any three hundred sixty-five (365) day period shall be counted as part of the calculation of cost assessments set forth by Resolution of the City Council. Accordingly, a person cannot be cleared of any false security alarms in this determination, unless that person’s security alarm system does not register any false security alarms for at least three hundred sixty-five days (365) consecutive days.”

SECTION 2. The City Clerk shall certify the adoption of this Ordinance and shall cause a copy of the same to be published in the official newspaper of the City of Arcadia within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day following its adoption.

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 15th day of July, 2008.

R. C. Harbutt
Mayor of the City of Arcadia

ATTEST:

Jan H. [Signature]
City Clerk

APPROVED AS TO FORM:

Stephen P. Deutsch
Stephen P. Deutsch
City Attorney

DRAFT

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

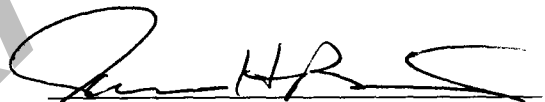
I, JAMES H. BARROWS, City Clerk of the City of Arcadia, hereby certifies that the foregoing Ordinance No. 2243 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 15th day of July, 2008 and that said Ordinance was adopted by the following vote, to wit:

AYES: Council Member Amundson, Chandler, Kovacic, Wuo and Harbicht

NOES: None

ABSENT: None

DRAFT


City Clerk of the City of Arcadia



CITY OF ARCADIA

STAFF REPORT

POLICE DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENT AND PURCHASE ORDER WITH GALLS, LLC, FOR THE PURCHASE OF POLICE DEPARTMENT UNIFORMS IN AN AMOUNT NOT TO EXCEED \$81,000 PER YEAR, FOR THE PERIOD OF JULY 1, 2025, THROUGH MARCH 25, 2028, WITH THE OPTION OF THREE ONE-YEAR RENEWALS

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Fiscal Year 2025-26 Operating Budget provides for the purchase of uniforms for the Police Department's sworn and civilian employees. Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process and purchase uniforms at the best price possible. It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement and Purchase Order with Galls, LLC ("Galls"), for the purchase of Police Department uniforms in an amount not to exceed \$81,000 per year, for the period of July 1, 2025, through March 25, 2028, with the option of three, one-year renewals delegated to the City Manager.

BACKGROUND

The City has been purchasing uniforms and related support equipment from Galls (previously known as Quartermaster) since 2012. The Department's most current Purchase Order contract was established in 2024, and it expired on June 30, 2025.

For over 37 years, Galls has been a leading national multi-channel specialty distributor of public safety, first responder, and private security products. Its “head to toe” uniform and equipment solutions include duty gear, uniforms, casual duty and tactical apparel, footwear, and accessories. Galls serves approximately 100,000 customers nationally, ranging from private security to federal, state, and local law enforcement, and the U.S. Military. The Department has benefited from a broad product selection and a high level of customer service.

DISCUSSION

The Department is interested in executing a new Professional Services Agreement and Purchase Order for a three-year period, from July 1, 2025, through March 25, 2028, in an amount not to exceed \$81,000 per year, with the option to renew for three additional one-year terms.

Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements, such as those established by Sourcewell, while remaining within the City’s adopted rules and procedures for purchasing. Sourcewell awarded a contract to Galls to provide uniforms, equipment, products, and services utilized by the Police Department. A copy of the agreement between Sourcewell and Galls is attached. The bidding process and the Contract have been reviewed by the Police Department, and it is compliant with the City’s procurement requirements.

The Department’s experience with Galls has been positive over the years and its pricing has been competitive. The company is able to provide “one-stop shopping”, while remaining efficient and cost effective. It is recommended that the City Council approve, authorize and direct the City Manager to execute a Professional Services Agreement and Purchase Order with Galls, LLC (“Galls”), for the purchase of Police Department uniforms in an amount not to exceed \$81,000 per year, for the period of July 1, 2025, through March 25, 2028, with the option of three, one-year renewals. It is further recommended that the City Council delegate to the City Manager the authority to approve any such one-year renewals, without having to return to the City Council for further authorization, provided that all financial terms remain within standard inflationary limits.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

For the term of July 1, 2025, through June 30, 2026, the purchase of uniforms is not to exceed \$81,000 per year. Sufficient funds for Fiscal Year 2025-26 have been allocated in the City's Operating Budget for uniforms and related support equipment. The City is only charged for items ordered under the agreement.

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 and Purchase Order with Galls, LLC, for the purchase of Police Department uniforms in an amount not to exceed \$81,000 per year, for the period of July 1, 2025, through March 25, 2028, with the option of three, one-year renewals. It is further recommended that the City Council delegate the authority to approve any such one-year renewals to the City Manager, without having to return to the City Council for further authorization, provided that all financial terms remain within standard inflationary limits.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1 - Sourcewell Contract

Attachment No. 2 - Proposed Professional Services Agreement

Attachment No.1**Solicitation Number: RFP #011124****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Galls, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/28/2024 | 10:24 AM CDT

DocuSigned by:
Mike Fadden
0C4B71230FBF488...
By: _____
Mike Fadden
Title: CEO
Date: 3/28/2024 | 7:01 AM PDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name: Galls, LLC
Address: 1340 Russell Cave Road
Lexington, KY 40505
Contact: Tiffany Brewer
Email: brewer-tiffany@galls.com
Phone: 859-800-1406
HST#: 20-3545989

Submission Details

Created On: Tuesday January 09, 2024 07:29:54
Submitted On: Thursday January 11, 2024 11:48:26
Submitted By: Tiffany Brewer
Email: brewer-tiffany@galls.com
Transaction #: 54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address: 4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie's LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505
6	Proposer website address (or addresses):	www.galls.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over \$560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached
13	What is your US market share for the solutions that you are proposing?	20%
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : \$5mm NYHIRE : \$100,000 COSTARS : \$200,000 STARS Alliance : \$305,000 SOURCEWELL: \$200,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : \$10mm annually

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538
Phoenix Fire Department	Captain Keith Rogers	602-510-2038

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$1.7m 2022 - \$2m 2023 - \$1.5m
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2.5m 2022 - \$3m 2023 - \$2.9m
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$800k 2022 - \$800k 2023 - \$800k
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2.6m 2022 - \$2.6m 2023 - \$2.6m
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2m 2022 - \$2m 2023 - \$2m

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eEquip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcewell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcewell contract.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcewell's role will be minimal. We hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcewell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eEquip. Galls also offers the ability to create customized Online Ordering System ("eEquip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eEquip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eEquip capabilities will include:</p> <ul style="list-style-type: none"> • Secure online ordering system <ul style="list-style-type: none"> o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management <ul style="list-style-type: none"> o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting <p>The Galls eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eEquip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcewell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eEquip that we can offer any Sourcewell Participating entities. Our eEquip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes.</p> <p>In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler.</p> <p>In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships.</p> <p>Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption.</p> <p>In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation</p> <p>In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air).</p> <p>Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?</p>	<p>As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manufacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs.</p> <p>EMBROIDERY & TAILORING</p> <p>No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white.</p> <p>Alterations</p> <p>Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member.</p> <p>Alteration/Fit/Sizing System</p> <p>Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers.</p> <p>Alterations</p> <p>Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later.</p> <p>All patches that are required to be on uniforms will be sewn and placed at no additional charge.</p> <p>Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request.</p> <p>Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns</p> <p>Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand.</p> <p>To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out.</p> <p>Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility.</p> <p>Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed.</p> <p>Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additional products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcwell contract will be tied to the pricelist and automatically receive Sourcwell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over \$25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A

CLASS B
COLD WEATHER GLOVES
CUSTOMIZATION
DICKIES
DRESS GLOVES
DRESS OXFORDS
DRESS UNIFORM
EPAILETTES
FLAPS/STRAPS/TABS
FLEECE JACKET
FOOD SERVICES
FOOD SERVICES HEADWEAR
FOOD SERVICES NECKWEAR
FOOTWEAR ACCESSORIES
GLOVES
HANKERCHIEFS
HEADWEAR
INSOLES
JACKETS
JOB SHIRT
LAB COATS
ON DUTY GLOVES
OVERALLS
PANELS
PANTS
PARKAS
PERFORMANCE BOTTOMS
PERFORMANCE JACKET
PERFORMANCE WEAR
POLOS
PONCHOS
SAFETY VESTS
SCARVES
SCRUBS
SHOELACES
SHORTS
SHOULDER CORDS
SKIRT
SOCKS
SOFTSHELL JACKETS
SUNGLASSES
SWEATERS
SWEATSHIRTS
TACTICAL PANTS
TIES
TROUSER BELTS
TROUSERS
T-SHIRTS
TURTLENECKS
UNDERGARMENTS
UNIFORM BOOTS
UNIFORM SHOES
VELCRO
WINDBREAKERS
WORK BOOTS
WORKWEAR
ZIPPERS

*

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

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

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Sourcewell - Uniforms with Related Products and Services - RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- [Financial Strength and Stability](#) - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
THE PURCHASE OF UNIFORMS FOR CIVILIAN AND SWORN PERSONNEL**

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and Galls, LLC, a **Delaware Corporation** with its principal place of business at 1340 Russell Cave Rd., Lexington, KY 405050 (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:

Uniform purchases and related equipment for civilian and sworn personnel (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of eighty-one thousand dollars and zero cents **[\$81,000]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. A payment shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payment to Consultant for work performed will be made as one lump sum.

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 the date execution to March 28, 2028, with the option of three, one-year renewals, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement.

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
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.

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

19. Organization

Consultant shall assign Melissa Castro 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: Roy Nakamura, Chief of Police
Arcadia Police Department

CONSULTANT:
Galls LLC
1340 Russell Cave Rd.
Lexington, KY 40505
Attn: Melissa Castro, Contracts Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

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.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND SHARP PERFORMANCE INC.**

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

CITY OF ARCADIA

GALLS, LLC

By: _____
Dominic Lazzaretto
City Manager

By: _____

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael J. Maurer
City Attorney

Its: _____

Printed Name

DRAFT

EXHIBIT A

Scope of Services

Consultant shall provide the services outlined in the attached Sourcewell contract solicitation number: RFP #011124.

DRAFT

EXHIBIT B

Schedule of Charges/Payments

Services rendered by Consultant under this Agreement exceed the sum of eighty-one thousand dollars and zero cents [\$81,000]. Payment shall be made within 30 days of receipt of an invoice which includes a detailed description of the uniforms or related equipment purchased.

DRAFT

EXHIBIT C
Activity Schedule

The term of this Agreement shall commence on July 1, 2025, to March 25, 2028, with the option of three, one-year renewals.

DRAFT



PUBLIC WORKS SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, Interim Principal Civil Engineer

SUBJECT: KIZH NATION MONITORING SERVICES AGREEMENT FOR THE GOLDRING WELL AND PFAS TREATMENT PLANT PROJECT, AND AUTHORIZE PAYMENT TO THE KIZH NATION FOR MONITORING IN AN AMOUNT NOT TO EXCEED \$51,700
CEQA: Not a Project
Recommendation: Approve

SUMMARY

To enhance the existing water supply infrastructure, Arcadia is partnering with the City of Sierra Madre to construct a new water supply well within the Arcadia Public Works Services Department Yard. To comply with Assembly Bill 52, the City notified California Native American tribes of the Goldring Well and PFAS Treatment Plant Project and completed consultation with the Gabrieleno Band of Mission Indians – Kizh Nation in September 2024. The City and the Kizh Nation agreed to mitigation measures, which were included in the Mitigation Monitoring and Reporting Program. Part of that Monitoring Program includes utilizing the Kizh Nation to monitor and document any findings related to tribal cultural resources during earth movement activities for the project.

It is recommended that the City Council approve the Kizh Nation Monitoring Services Agreement for the Goldring Well and PFAS Treatment Plant Project; and authorize payment to the Kizh Nation for monitoring, in an amount not to exceed \$51,700.

BACKGROUND

The City serves water to over 57,000 residents, with water primarily pumped from the Main San Gabriel Basin, West Raymond Basin, and East Raymond Basin. To

enhance the existing water supply infrastructure, Arcadia is partnering with the City of Sierra Madre to construct a new water supply well (Goldring Well) in the Main San Gabriel Basin.

On November 17, 2020, the Arcadia City Council approved a New Joint Groundwater Production Well Agreement between the Cities of Arcadia and Sierra Madre to jointly design, construct, operate, and maintain a groundwater production well in the Main San Gabriel Basin. Per the terms of the Joint Agreement, Arcadia and Sierra Madre are each responsible for 50% of the cost of all matters related to the new well.

In March 2023, in response to increased concern over Per- and polyfluoroalkyl substances (“PFAS”), the Environmental Protection Agency (“EPA”) published proposed regulations that would set Maximum Contaminant Levels (“MCL”) for select PFAS contaminants. PFAS can be found in products such as food packaging as well as commercial and household products. Residual from these products often end up in groundwater and are toxic at relatively low concentrations, thus, presenting a danger to both human health and the environment. On June 20, 2023, the City Council approved an amendment to include PFAS treatment for the new well, in response to PFAS being detected in nearby groundwater sources around the Goldring Well.

The Goldring Well and PFAS Treatment Plant Project consists of the construction of a new groundwater production well, a PFAS treatment plant, a new 30,000-gallon backwash tank with a new 4-inch diameter sewer pipeline, a new 12-inch diameter ductile iron water main, and a new 30-inch diameter Reinforced Concrete Pipe (“RCP”) pump-to-waste storm drain pipeline. The storm drain pipe is approximately 1,400 feet in length, starting from the well site, going westerly on Randolph Street, and connecting to the existing 57-inch RCP within Peck Road. The 12-inch diameter ductile iron water main and 4-inch sewer main, connect from the well site to the existing water and sewer mains on Kardashian Avenue.

DISCUSSION

Assembly Bill 52 requires lead agencies to consult with California Native American tribes and request consultations in writing, prior to the agency’s release of a Notice of Preparation (“NOP”) of an Environmental Impact Report (“EIR”) or notice of a Mitigated Negative Declaration (“MND”) or Negative Declaration (“ND”). The City notified California Native American tribes of the Project and completed consultation

with the Gabrieleno Band of Mission Indians – Kizh Nation, in September 2024. The City and the Kizh Nation agreed to measures to mitigate or avoid significant environmental effects. These mitigation measures were incorporated into the Mitigation Monitoring and Reporting Program, which was approved by the City Council on April 1, 2025, pursuant to the California Environmental Quality Act (“CEQA”). Per the Mitigation Monitoring and Reporting Program, monitoring services from the Kizh Nation will be retained on-site to document any findings related to tribal cultural resources during ground-disturbing activities. Based on an estimated 50 days of ground disturbance activities, the projected cost for the Kizh Nation monitoring is approximately \$51,700.

ENVIRONMENTAL ANALYSIS

The proposed action of monitoring 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.

Pursuant to the provisions of CEQA, an Initial Study/Mitigated Negative Declaration (“IS/MND”) was prepared to evaluate the potential environmental impacts associated with the implementation of the Goldring Well and PFAS Treatment Project. The IS/MND found that there would be either no impact or less than a significant impact on all resources, with the exceptions of Air Quality, Hazards and Hazardous Materials, Noise, and Tribal Cultural Resources. These four resource categories were found to have impacts “Less Than Significant with Mitigation Incorporated.” On April 1, 2025, the City Council adopted the IS/MND for the Project, approved the Mitigation Monitoring and Reporting Program, and authorized the execution of the Notice of Determination. On April 3, 2025, the Mitigated Negative Declaration/Notice of Determination was filed with the Los Angeles County Clerk and published with the State Clearing House. The CEQA process for the Goldring Well and PFAS Treatment Plant Project has been completed. This action is in furtherance of the adopted Mitigation Monitoring and Reporting Program for this Project.

FISCAL IMPACT

Sufficient funds have been budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the Goldring Well Pipeline and Storm Drain Project, as well as in the Fiscal Year 2024-25 Capital Improvement Program for the Construction of Goldring

Well and PFAS Treatment Plant Project. Per the terms of the agreement, the City of Sierra Madre will reimburse the City for half of the monitoring costs.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); approve the Kizh Nation Monitoring Services Agreement for the Goldring Well and PFAS Treatment Plant Project; and authorize payment to the Kizh Nation for monitoring, in an amount not to exceed \$51,700.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Kizh Nation Monitoring Services Agreement
Projected Cost Sheet



KIZH NATION RESOURCES MANAGEMENT
-A Native American Owned and Operated Small Minority Business-



NATIVE AMERICAN MONITORING SERVICE AGREEMENT

This agreement for Native American monitoring services is entered into on April 7, 2025 by and between, KIZH NATION RESOURCES MANAGEMENT (“KNRM”), and City of Arcadia or the (“Lead Agency”) (collectively referred to as, the “Parties”), for the compliance of the development project: Goldring Well and PFAS Treatment Plant Project-11800 Goldring Road, Arcadia. (the “Project Site”), with the mitigation measures adopted by the Project lead agency, City of Arcadia pursuant to the California Environmental Quality Act (“CEQA”) (hereinafter, the “Project”).

RECITALS

WHEREAS, the Tribe consulted with the lead agency regarding the adverse impacts the Project will have on tribal cultural resources (“TCR”) at, on, and/or beneath the Project Site, and proposed mitigation measures to reduce those impacts below the threshold of significance as required by the California Environmental Quality Act (“CEQA”);

WHEREAS, the lead agency found that substantial evidence supported the adoption of the Tribe’s proposed TCR mitigation measures and made those mitigations mandatory conditions of the Project approval (collectively, the “Mitigations”);

WHEREAS, the purpose of this Agreement is for the protection and preservation of the Tribe’s TCRs and compliance of the Project with the adopted Mitigations, which are attached hereto as Exhibit A, and incorporated herein by this reference.

Accordingly, KNRM and City of Arcadia hereby agree as follows:

[CONTINUED ON THE FOLLOWING PAGE]

MONITORING AGREEMENT

1. SCOPE OF WORK

1.1. KNRM's Native American monitor will be physically present on the Project Site at all times ground-disturbing Project activities are occurring. To implement the "tribal cultural resource" ("TCR") Mitigations adopted for this Project, KNRM's monitor shall:

- a) Monitor all "ground disturbing activities," including but not limited to, demolition, grubbing/clearing, rough grading, precise grading, mass grading, trenching, excavation, boring, augering, and weed abatement on previously disturbed and undisturbed ground;
- b) Identify uncovered and/or discovered TCRs, including but not limited to Native American artifacts, village sites, trade routes, midden deposits, ceremonial locations, human remains, and grave goods (collectively referred to as, "TCR" or "TCRs");
- c) Ensure all TCRs, especially human remains and associated grave goods, are treated with culturally appropriate dignity and respect, and are handled and/or removed from the Project Site in accordance with the Tribe's ceremonial and cultural practices ;
- d) Attend and participate in Project meetings, including trainings and conferences, to inform Project personnel about the potential for TCR discoveries and the appropriate courses of action if/when a discovery occurs;
- e) Create daily logs of observations made during monitoring, and provide written reports detailing each TCR discovery, including but not limited to, the date and time, location on the Project Site, nature of the soil in the discovery location, facts pertaining to the Project activities in that area, the location of the perimeter around the TCR discovery that the monitor establishes to protect the location, and any cultural findings; and
- f) Report discoveries to the Tribal Chairman and/or the Tribal Archaeologist, and incorporate their input regarding the treatment of the TCR(s).

1.2. In order to fully and effectively execute the monitoring services identified in Section 1.1 above, the Parties agree that KNRM's monitor shall possess all of the following rights, which may be asserted at any time and at any location on the Project Site:

- a) To access any/all areas of the Project Site necessary to physically observe the "ground-disturbing activities", as that phrase is defined in Section 1.1(a) above, as those ground-disturbing activities are occurring;
- b) To halt construction activity within the surrounding 50 feet (or more where deemed necessary by KNRM's monitor) of a discovered TCR;
- c) To meet and confer with the Project Supervisor in a timely manner regarding how to re-direct Project activities in the vicinity of a discovered TCR and the time frame for imposing a no-work perimeter around a discovered TCR;
- d) To meet and confer with the Project Supervisor in a timely manner regarding issues pertaining to effectively monitoring the Project Site in a manner that ensures compliance with the Mitigations;
- e) To be timely notified of all Project meetings, including safety meetings, trainings, scheduling, etc., and permitted to attend any/all meetings; and
- f) To be treated in a respectful and courteous manner by all Project management, staff, personnel, contractors, and subcontractors.

2. DISCOVERY OF NATIVE AMERICAN ARTIFACTS, GRAVE GOODS, AND/OR HUMAN REMAINS

- 2.1. If TCRs are found, the Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational purposes.
- 2.2. If human remains and/or grave goods are discovered or recognized at the Project Site, all damage or disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- 2.3. The Lead Agency expressly acknowledges the obligations required of it under governing State and Federal laws, including but not limited to, the California Public Resources Code, California Health & Safety Code, California Government Code, and California Code of Regulations, in the event human remains are discovered on the Project Site, and expressly agrees to comply with all such obligations, and to the extent possible, obtain compliance of the property owner in the event human remains are discovered on the Project Site but on land not owned and/or controlled by the Lead Agency.
- 2.4. Pursuant to Public Resources Code Section 5097.98, subsections (d) and (e), if human remains or associated burial goods are found on the Project Site and in an area that is under the ownership and/or control of the Lead Agency, the Lead Agency agrees to provide a designated area on the property at which to reinter the remains and/or burial goods with appropriate dignity that is not subject to further disturbance.
- 2.5. In the event that human remains and/or burial goods are found within the Project Site but in an area that is outside of the ownership and/or control of the Lead Agency, the Lead Agency will make a reasonable effort to secure an agreement with the property owner to reinter the remains and/or burial goods with appropriate dignity in a designated area on the Project Site that is not subject to further disturbance, as is required of the property owner pursuant to Public Resources Code Section 5097.98, subsections (d) and (e). If such an agreement with the property owner cannot be reached, to the extent feasible, the Lead Agency will provide a designated area on the Project Site that is within the Lead Agency's ownership and/or control, for reinterment of the human remains and/or burial goods.
- 2.6. If the portion of the Project Site where human remains and/or burial goods are discovered is within the ownership and/or control of the Lead Agency, pursuant to Public Resources Code Section 5097.98(b), the Lead Agency shall ensure that the immediate area surrounding the discovery will be isolated and remain undisturbed until recommendations by the designated most likely descendent (within approximately 48-hours). The grading and excavation may continue outside of the isolated area.

3. FEES AND INVOICES

- 3.1. The Lead Agency agrees to pay KNRM for the above described monitoring services for the Project at the following rates:
 - a) The standard, day-time rate per monitor is one hundred dollars (\$105.00) per hour for an eight (8) hour day ("Standard Workday"). A night differential rate of \$115.00 per hour will be applied for monitoring performed at or after 6 p.m. The night rate for monitoring that exceeds 8 hours per day, or 40 hours per week is \$172.50 per hour
 - b) The rate for monitoring that exceeds 8 hours per day, or 40 hours per week is \$ 157.50 per hour.

- c) The rate for monitoring performed on a Saturday or Sunday is \$172.50 per hour.
- d) The rate for project management services, including but not limited to, consultant communications, monitor coordination, project documentation, is one hundred and Forty-five dollars (\$145) per hour;
- e) The rate for Project Director services, including consultation, Project meetings and trainings, and communications, documentation, and coordination pertaining to compliance issues, is two hundred dollars (\$200) per hour;
- f) The rate for KNRM's Compliance Officer Specialist (COS) is responsible for ensuring all projects are working in a safe, healthy, and professional work environment. The KNRM compliance officer performs project inspections to assess that Lead Agencies and KNRM monitors are following all safety and environmental laws per Federal and State regulations at a rate of one hundred and Twenty dollars (\$120) per hour;
- g) In the event TCRs are discovered (whether prehistoric or historic), a KNRM Archaeologist (who meets the Secretary of the Interior's standards for Professional Archaeology), shall be retained in addition to the monitor to assess the TCR, at a rate of one hundred and fifty dollars (\$150) per hour;
- h) Mileage shall be reimbursed at the Federal Standard Rate for travel to and from the Project Site, to/from KNRM's office located at 910 N. Citrus Avenue, Covina, California;
- i) Lodging is required if the monitor must travel 40 miles or more to the Project site, and is reimbursed at the rate of two-hundred dollars (\$200) per night; *and*
- j) Per diem for meals at the rate of seventy-five dollars (\$75) per day.

3.2. If it is unreasonable for one monitor to fulfill their duties because Project Activities are occurring concurrently, at more than one location on the Project Site and at a distance impractical for a single monitor to serve simultaneously, then an additional monitor will be required at identical rates and on identical terms.

3.3. KNRM shall invoice Lead Agency for fees monthly. The Lead Agency shall make payment to KNRM not later than thirty (30) days following the invoice date (Net 30). An advance deposit is required from the Lead Agency, in an amount equal to twenty-five percent (25%) of the estimated cost budgeted for the Project, prior to any work performed by KNRM under this Agreement. Invoices not paid within 30 days of the invoice date are subject to a finance charge equal to ten percent (10%) of the monthly invoice total each additional month payment is not received. Checks shall be made payable to "Kizh Nation Resources Management" and mailed to:

Kizh Nation Resources Management
910 N. Citrus Ave
Covina, CA 91722

3.4. The Lead Agency's estimated hours of monitoring services utilized for the Project budget (if any) shall not constitute or be interpreted as a limitation on the monitoring services performed for this Project by KNRM if additional monitoring is necessary to satisfy the Project mitigations and conditions of approval.

4. NOTICE

- 4.1. To ensure there are no delays and to ensure a monitor is present onsite we request a minimum of 72 hours advance written notice to assist with scheduling efforts. **Please submit your monitor requests to: KNRM Dispatch to knrmdispatch@gmail.com or text or call (626) 825-8248. For immediate assistance you may contact Andrew Salas (626) 926-4131. For archaeological services you can contact our Tribal Archaeologist John Torres at indigenous.crm@gmail.com or (909)705-6241.**
- 4.2. In the event a scheduled Standard Workday is canceled entirely or the hours are altered for any reason, the Lead Agency shall promptly notify KNRM no later than 5:00 p.m. PST on the business day prior to the altered day, at the "Contact Information" set forth in Section 5 below. If KNRM has not received timely notice of a schedule cancellation or change, a minimum fee of four hundred twenty dollars (\$420.00) shall be applied per late cancellation event.
- 4.3. All communications pertaining to or that may impact KNRM's implementation of the services set forth in section 1 of this Agreement shall be made in writing and per the contact information in section 5 below.

5. CONTACT INFORMATION

5.1. Notices to KNRM:

Telephone - (626) 926-4131

KNRM Office - (626) 521-5827

Email: admin@knrm-nsn.us

5.2. **Lead Agency :**

Name: _____

Phone: _____

Email: _____

5.3. **On-Site Project Contact** (i.e., "Project Supervisor")

Name: _____

Phone: _____

Email: _____

5.4 **Billing Contact information**

Name: _____

Phone: _____

Email: _____

6. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES

- 6.1. Despite any language in this Agreement to the contrary, KNRM's obligations under this Agreement (including any actual or alleged breach or default by KNRM) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of KNRM or the Tribe, or the partners or members of KNRM or the Tribe. The Lead Agency shall not seek recourse against the individual partners, directors, officers, members or shareholders of KNRM or the Tribe, or any of their personal assets for satisfaction of any liability with respect to this Agreement.
- 6.2. In consideration of the benefits accruing hereunder to the Lead Agency and notwithstanding anything contained in this Agreement to the contrary, the Lead Agency hereby covenants and agrees for itself and all of its successors and assigns that the liability of KNRM and the Tribe for KNRM's obligations under this Agreement (including any liability as a result of any actual or alleged failure, breach or default hereunder by KNRM or any alleged tort committed in connection with KNRM's work), shall be limited solely to KNRM's insurance coverage as provided in Section 7 of this Agreement.
- 6.3. In the event the Lead Agency performs (directly or through a contractor, subcontractor, agent, representative or otherwise at the Lead Agency's direction) or allows to be performed ground-disturbing work without a monitor present in violation of Mitigations and in breach of this Agreement, KNRM will suffer substantial harm for which it is impracticable to fix actual damages. To limit or prevent further harm, the Lead Agency agrees and consents to the immediate issuance of a Stop Work Order by the Project lead agency, which shall stay in full force and effect unless and until the Parties resolve the non-compliance events and resulting damages.
- 6.4. In an effort to liquidate in advance the sum that should represent such damages and to avoid the additional costs Lead Agency will incur to remedy that breach by redoing all non-compliant ground-disturbing Project activities with a KNRM monitor present, Lead Agency agrees to pay KNRM a "Noncompliance Fee" equal to the cost of redoing all non-compliant ground-disturbing Project activities, plus KNRM's monitoring fees for monitoring those activities. You acknowledge that you have been given notice of this Noncompliance Fee and agree that such a fee is fair and reasonable.

7. INSURANCE

- 7.1. A certificate of general liability insurance coverage can be provided upon request.
- 7.2. KNRM does not hold an automobile liability policy for the monitors. Vehicles are only used for transportation to and from the Project Site. Each individual monitor is required to carry automobile insurance pursuant to California State law. Proof of a monitor's automobile insurance can be provided upon request.

8. MISCELLANEOUS

- 8.1. **Governing Law.** This Agreement shall be governed by, and construed pursuant to, the laws of the state of California.
- 8.2. **Recitals.** All recitals set forth in this Agreement are contractual.
- 8.3. **Terms and Headings.** Section headings of this Agreement are for convenience, are merely descriptive, and do not alter the rights of the parties.
- 8.4. **Time.** Time is of the essence with respect to performance of every provision of this Agreement in which time or performance is a factor. All references in this Agreement to “days” shall mean calendar days unless specifically modified herein to be “business” days.
- 8.5. **Professional Fees.** If either KNRM or Lead Agency should bring suit against the other with respect to this Agreement, then all reasonable costs and expenses incurred by the prevailing party therein (including, without limitation, its accountants’, attorneys’, experts’ and other professional’s fees, expenses and court costs), shall be paid by the other party.
- 8.6. **Waiver.** The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant and condition herein contained, nor shall any custom or practice which may become established between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of any party to insist upon the performance by the other in strict accordance with said terms.
- 8.7. **Prior Agreements; Amendments.** This Agreement, contains all of the covenants, provisions, agreements, conditions and understandings between the Parties concerning the Project and any other matter covered or mentioned in this Agreement, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Project or any such other matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. The Parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Agreement to the extent they are not expressly incorporated herein. The Parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Agreement; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Any deletion of language from this Agreement prior to its execution by the Parties shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.
- 8.8. **Separability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.
- 8.9. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), orders/closures/restrictions pertaining to COVID-19, injunction or court order, riots, insurrection, war, fire, earthquake, flood, inclement weather in excess of average for the Los Angeles County area or other natural disaster or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (herein collectively, "Force Majeure Delays"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided the delayed party has notified the other party of the Force Majeure Delay within five (5) business days of learning of the same, such notice

specifically describes the Force Majeure Delay and its expected duration, and the delayed party regularly updates the other party of the status of the same and the delayed party takes all commercially reasonable efforts to mitigate the effects and minimize the duration of the delay. The provisions of this Section 7.9 shall not apply to nor operate to excuse Lead Agency (or any third-party contractor operating on behalf of Lead Agency) from the payment of any fees owed to or the reimbursement of costs incurred by KNRM in accordance with the terms of this Agreement, nor extend the date for payment of same to KNRM.

- 8.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. Facsimile and electronic signatures are valid and binding.
- 8.11. **Lead Agency's Authority.** The agent/representative of the Lead Agency that executes this Agreement represents and warrants that: (a) the Lead Agency is qualified to do business in the state of California; (b) such persons executing this Agreement are duly authorized to execute and deliver this Agreement on the Lead Agency's behalf, or a duly adopted resolution of the Lead Agency's board of directors; and (c) this Agreement is binding upon the Lead Agency in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____ 2025.

"LEAD AGENCY "

City of Arcadia

*By: _____

Print Name: _____

Print Title: _____

"KNRM"

KIZH NATION RESOURCES MANAGEMENT

*By: _____

Print Name: _____

Print Title: _____



Kizh Nation Resources Management Projected Cost Sheet

July 7, 2025

Project Name and Address:

Goldring Well and PFAS Treatment Plant Project-11800 Goldring Road, Arcadia

Name of Entity:

City of Arcadia

Project Manager:

Tiffany Lee

Estimate Based on 50 Days of Ground Disturbance

• Native American Monitoring	\$105 x 400hr	\$42,000.00
• KNRM's Compliance Officer Specialist (COS)	\$120 x 8hr	\$960.00
• Project Management (WEAP Training included)	\$145 x 50hr	\$7,250.00
• Director	\$200 x 4hr	\$800.00
• Roundtrip Mileage	20mi x 0.70 x 50 days	\$700.00
Total Projected Costs		\$51,710.00

This estimate is based on the number of days provided for anticipated Earth disturbance. The projected costs were based on 400 hours of anticipated field work.

The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or if project requirements exceed the tasks specified above. Since assessments are subject to unknown variables such as the discovery of protected resources or change in project scope, a change order will be issued to cover the costs of additional work or inclusion of other tasks that may be necessary for project compliance purposes.

**Weekend Rates and Overt-time rates are not included in this estimate but will be applicable if necessary. These rates are found in Section 3.0 of the Monitoring Agreement document.*



DEVELOPMENT SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Ken Fields, Building Official

SUBJECT: RENEWAL OF THE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE ENERGOV PROGRAM FOR ASSET MANAGEMENT, PERMIT TRACKING, AND COMMUNITY DEVELOPMENT SOFTWARE FOR THREE YEARS, IN THE AMOUNT OF \$240,771.52 FOR YEARS 2025-2026, INCLUDING A 5% ANNUAL ESCALATOR
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Development Services and Public Works Services Departments currently utilize EnerGov, a proprietary asset management, permit tracking, and community development software system, developed and solely supported by Tyler Technologies (“Tyler”). Both Departments have utilized EnerGov since 2015, and the software has increased efficiency in many areas and enhanced customer service.

It is recommended that the City Council approve a three-year renewal of the Software as a Service (“SaaS”) Agreement with Tyler Technologies for the EnerGov program, in the amount of \$240,771.52 for years 2025-2026, including a 5% annual escalator, with the option of three, one-year extensions delegated to the City Manager.

BACKGROUND

In 2015, the City Council approved the purchase of Tyler Technologies EnerGov, an asset management, permit tracking, and community development software system.

Under one solution, EnerGov provides the following functions and tracking systems for the Development Services and Public Works Services Departments:

- Building permitting, review, and inspection;
- Planning application submittal and review;
- Code Enforcement case tracking and management;
- Business License application submittal and review;
- Public Works permitting and inspection;
- Engineering permitting and review;
- Asset management for the City's fleet, equipment, parks, street trees, traffic signals, street lights, and warehouse inventory;
- User-defined work order and service request management system;
- Field-based inspection management and citation issuance; and
- Electronic building permit submittals, public access to permit management, and processing of online payments.

Additionally, EnerGov integrates with the City's existing Geographic Information System ("GIS") to centrally connect processes, streamline workflow, improve communication, and increase productivity from desk to field. EnerGov is highly specialized, with the City's workflows configured into the software for consistent management of all applications. The use of EnerGov has greatly modernized and streamlined the City's systems, allowing two Departments to eliminate outdated software programs and processes.

In 2019, the City Council approved a SaaS Agreement with Tyler to move to a cloud-based hosted environment, for an initial term of three years, with an annual renewal period thereafter. The move to a cloud-based environment alleviated issues with on-site storage of data, and program and software maintenance. It also provided additional support services that were critical to ensuring no gaps in service delivery. Additionally, the move to the cloud minimized the burden placed on the City's Information Technology ("IT") staff for required or unexpected server maintenance. The Agreement was renewed in 2022 for three additional years as the system evolved and additional features were added.

DISCUSSION

With the end of the original term and all allowable extensions, a new agreement is

necessary. Since Tyler exclusively provides this specialized software, it is necessary to enter into a sole source purchase agreement to continue using this platform.

The City will continue to receive all previous support and maintenance benefits under the original Agreement, as the annual fee will continue to pay for ongoing product development, licensing, and regular Tyler support services. The following additional services are also included:

- Disaster Recovery Services: A copy of the City's data will be uploaded each day to one of Tyler's data centers and will be accessible to the City whenever needed. Should the City experience internal equipment failure or a natural disaster, Tyler will assist the City in restoring essential business practices within 24 hours.
- EnerGov Assist: This service will provide Arcadia with staff that will configure the City's existing software as requested, without requiring additional purchase of hardware or software. Additionally, Tyler will provide training on best practices to ensure users get the most out of the EnerGov product, which will reduce costs in case the City needs to outsource tasks.
- EnerGov Client Services Account Management ("CSAM"): This strategic planning service will provide the City with upgrades and testing for new software releases, maturity analysis, and a proactive approach for continuous improvement. Tyler staff will regularly update the City on new software availability, demonstrate new functionality, and provide a plan that outlines an upgrade and testing schedule for the City's EnerGov system.

Since 2019, the City has provided tablets for Building Inspectors and Code Services Officers to use in the field. The tablets are used to connect to EnerGov and automatically record inspections and/or violations and take photographs. Additional improvements have included electronic plan review, a public-facing development services portal, and integration of online payment processing. These enhancements have significantly increased departmental efficiency and improved customer experiences.

EnerGov is a proprietary system and is a recognized leader in the field of permit tracking and asset management. As such, it is recommended that the City Council

approve a three-year renewal of the SaaS Agreement with the option of three, one-year extensions, with consideration of such extensions delegated to the City Manager, without having to return to the City Council for further authorization.

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 current Tyler SaaS Agreement terminates on August 31, 2025. For the 2025-2026 cycle (September 2025 to August 2026), the cost of the Agreement will be \$240,771.52. Tyler builds in a 5% escalator into each annual contract, and thus, the anticipated 2026-2027 annual costs (September 2026 to August 2027) will be approximately \$252,810.10. For the last year of the contract (September 2027 to August 2028), the estimated cost of the SaaS Agreement will be \$265,450.61. This annual increase is based on technology changes, new services, and upgrades that occur each year.

The costs for Tyler's services are budgeted each year in the Public Works Services and Development Services Departments' Operating Budgets. Since the Agreement with Tyler does not run on a Fiscal Year schedule, the funds for years 2025-2026 have already been budgeted in their respective accounts. Funds for successive years will be included in their respective budgets for City Council review and approval, as part of the overall budget development 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 the Agreement with Tyler Technologies for the EnerGov Program for asset management, permit tracking, and community development software for three years, in the amount of \$240,771.52 for years 2025-2026, including a 5% annual escalator, with the option of three one-year time extensions. It is further recommended that any such optional extensions be delegated to the City Manager,

Software Service Agreement with Tyler Technologies

August 19, 2025

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without having to return to the City Council for further authorization, provided that the financial terms remain within the 5% escalator for this agreement.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Tyler Technologies Software Service Agreement



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Arcadia, CA.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final

judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b)

Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page

hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Schedule 1: Product Sheets
Invoicing and Payment Policy
Exhibit C Schedule 1: Business Travel Policy
Service Level Agreement
Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 
Janet Joiner (Aug 22, 2019)

Name: Janet Joiner

Title: Vice President, Finance, LGD

Date: August 22, 2019

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Arcadia

By: 

Name: Dominic Lazzaretto

Title: City Manager

Date: August 21, 2019

Address for Notices:

City of Arcadia
240 W Huntington Drive
Arcadia, CA 91007
Attention: Jason Kruckeberg
Assistant City Manager/
Development Services
Director

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney
City of Arcadia



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Andrew Meyer
 Date: 6/27/2019
 Quote Expiration: 10/20/2019
 Quote Name: City of Arcadia-LGD-EG-SaaS Migration
 Quote Number: 2019-72374-5
 Quote Description: SaaS Migration Platinum Level - Current Replacement (YEAR)

Sales Quotation For

City of Arcadia
 240 W Huntington Dr
 Arcadia, CA 91007-3401
 Phone +1 (626) 574-5400

EnerGov SaaS - Platinum

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
Asset Maintenance	\$249.00	20	\$59,760.00
EnerGov Business Management Suite	\$249.00	10	\$29,880.00
EnerGov Community Development Suite	\$249.00	20	\$59,760.00
EnerGov View Only Licenses (All Suites)	\$29.00	3	\$1,044.00
Extensions:			
EnerGov My GovPay	\$0.00	1	\$0.00
EnerGov Report Toolkit	\$0.00	1	\$0.00
EnerGov Standard Technical Support	\$0.00	1	\$0.00
EnerGov VirtualPay	\$0.00	1	\$0.00
	Sub-Total:		\$150,444.00
	Less Discount:		\$54,324.00
	TOTAL:		\$96,120.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$96,120.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$96,120.00
Year One Contract Total	\$96,120.00	
Contract Total	\$96,120.00	

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

Evergreen credit of \$54k annually (in exchange for original EnerGov software licenses of \$162K). The \$54k credit will be applied annually for 3 years (over the 3 year SaaS agreement). After 3 years, the new annual fee will increase \$54k.

The annual subscription summary total is Tyler-EnerGov's new annual fee going forward and yr1 will be due at term initiation (EnerGov SaaS includes all EnerGov application access, hosting, operational infrastructure, software maintenance and future releases and managed services/managed upgrades)

Current annual software maintenance will be credited based on signing date (amount will be calculated once signed). Investment summary remains unchanged since expressed over 3 years (full amount).

If signed in August '19, credit will equal \$(27,983) for 9/1/19 - 3/31/20 maintenance period.
 If signed in September '19, credit will equal \$(23,986) for 10/1/19 - 3/31/20 maintenance period.

The platinum named user pricing also includes EnerGov Assist Basic (20k/yr.) plus 5% CSAM (12k/yr.). Both programs will provide enhanced support, planning and configuration assistance. Product sheets of both programs as exhibits in the amendment.



Exhibit A
Schedule 1
Product Sheets



Tyler's EnerGov Assist

Tyler's EnerGov™ Assist is the next level of software administration services. With EnerGov Assist, users can choose the level of assistance they want to receive, and Tyler's knowledgeable staff will optimize existing software and provide training on best practices to ensure users get the most out of their EnerGov product.

Multiple Service Options

EnerGov Assist comes in three packages: Basic, Complete and Advanced. Each package offers a different level of service to fit the needs of any site.

Basic

The Basic package is designed for municipalities that need help with basic software administration and configuration. Configuration requests go through a standard queue and receive responses from Tyler's configuration specialists. The Basic package does not cover GIS or DBA administration.

Complete

With the Complete package solution, municipalities get a complete software administration package. Configuration requests are managed by a dedicated EnerGov representative instead of the standard queueing system used in the Basic package. The Complete package covers GIS and DBA administration.

In addition, the Complete package offers:

- Best practice reviews every 18 months
- Advisory consultations every 18 months
- Access to Tyler's virtual software training program, with multiple live instructor-led classes per month
- One pass to Tyler Connect, Tyler's annual user conference

Advanced

The Advanced package includes everything from the Complete package, but is designed for municipalities that require a more complex level of configuration. In addition to enhanced reviews and more individualized care, the Advanced package also offers upgrade testing against the client site's databases to ensure smooth rollouts.

If your municipality could use a more comprehensive and personalized software administration experience, look no further than EnerGov Assist.

Contact us today for more information:

888.355.1093 | EnerGovAssist@tylertech.com | www.tylertech.com

Why EnerGov Assist?

Software administration requires a wide range of varying skill sets, many of which your in-house staff may not possess. Fortunately, EnerGov Assist provides you with the services and skills you need to make your software run smoothly and efficiently.

This subscription-based service gives you full access to our complete team without requiring additional purchase of hardware or software, and you'll enjoy significantly lower costs than if you were to outsource tasks to a third party or hire additional resources.

Our years of experience and close relationships with our clients make EnerGov Assist the most comprehensive software administration service available.

For more information, visit
www.tylertech.com
or email info@tylertech.com



EnerGov Client Services Account Management

EnerGov™ Client Services Account Management (CSAM) is the next level of strategic planning services available for EnerGov clients. With CSAM, you gain additional insight into your support tickets, an upgrade and testing plan for new releases, maturity analysis, and a proactive approach to continuous improvement from Tyler staff. You'll have easy and early access to the data you need to successfully focus on your business.

New Release Planning

Maximize your investment in EnerGov while reducing upgrade risks. Tyler staff will regularly update you on new release availability, demonstrate new functionality, and recommend which features to make available in your environment. We will also create a project plan that outlines an upgrade and testing schedule for your EnerGov environment to ensure you get the most out of new EnerGov releases.

Continuous Improvement Planning

Capitalize on what you already own. We will review your current use of EnerGov and identify the existing consumption gap. We will use that review to recommend additional features and functionality that will benefit your expressed goals and objectives with EnerGov software.

Organizational Readiness

Ensure you are ready for new features and releases. We will devise a 5-quarter project plan including prerequisite assessments and business process analysis to determine the impacts these new additions can have on your organization.

Support Analytics

Analyze your EnerGov support experience. We will proactively track your support tickets and provide regular updates, pursuing timely resolution and communication on your issues.

Features

- Subscription-based service
- Full access to CSAM team
- Reduced upgrade risks
- Relevant recommendations
- Release preparation

For more information, visit

www.tylertech.com

or email CommunityDev@tylertech.com

Why EnerGov CSAM?

Strategic planning, organizational readiness, and support analytics require a significant amount of time that your in-house staff may not possess. In addition, the need for continuous awareness of software releases, new and improved functionality, and support responses is an ongoing task. Fortunately, EnerGov's CSAM program provides you with all this to ensure your need for continuous improvement and system maturity is proactively managed and planned.

This subscription-based service gives you full access to our complete team without requiring additional purchases of hardware or software. Our years of experience and relationships with our clients make CSAM the most comprehensive proactive strategic planning service available.

Contact us today for more information:

888.355.1093

EnerGovCSAM@tylertech.com

www.tylertech.com



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



DEVELOPMENT SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Kevin Merrill, City Engineer
By: Simon Vuong, Economic Development Manager

SUBJECT: CONTRACT WITH CALIFORNIA PROFESSIONAL ENGINEERING, INC. FOR THE DOWNTOWN LIGHTING IMPROVEMENT PROJECT IN THE AMOUNT OF \$247,000, INCLUDING A 10% CONTINGENCY, UTILIZING AMERICAN RESCUE PLAN ACT ("ARPA") FUNDS
CEQA: Exempt
Recommendation: Approve

SUMMARY

The Downtown Lighting Improvement Project was added to the Fiscal Year 2023-2024 Capital Improvement Program ("CIP") to improve the Huntington Drive corridor within Downtown Arcadia, between Santa Clara Street and Fifth Avenue. The Project includes wrapped lighting and uplighting on a total of 67 trees in the Downtown area. The original bid was advertised and opened on March 6, 2025, but only two (2) bids were received, and both were significantly higher than the budget. The project was re-advertised and bids were opened on June 19, 2025, with California Professional Engineering, Inc., as the lowest responsible bidder.

It is recommended that the City Council find the project categorically exempt under the California Environmental Quality Act ("CEQA"); and authorize the City Manager to enter into a contract with California Professional Engineering, Inc. for the Downtown Lighting Improvement Project in the amount of \$247,000, including a 10% contingency, utilizing American Rescue Plan Act ("ARPA") funds.

BACKGROUND

The Downtown Lighting Project was included in the Fiscal Year 2023-24 CIP to enhance the Downtown. The Project includes replacing existing uprights, tree-mounted power boxes, and electrical conduit for palm trees in Downtown Arcadia, which were originally installed in the 1990's as part of the Downtown 2000 Beautification Project, and have reached the end of their lifecycle. New color uplighting and white wrapped lights were proposed to replace the existing lighting, as well as new controller systems and electrical upgrades to update the Huntington Drive corridor.

A Professional Services Agreement (“PSA”) was entered into between the City and on-call engineering consultant, Kreuzer Consulting Group (“KCG”), on April 14, 2024. The PSA was drafted to develop and produce base plans, lighting design and imagery, electrical design and lighting plans, and banner pole design and calculations. Design plans were completed and finalized in January 2025.

The original bid was advertised and opened on March 6, 2025, but only two (2) bids were received, and both were significantly higher than the budget. The City Council rejected these bids at the meeting on April 15, 2025, and directed staff to re-bid the project with changes. The revised bid documents included plans to reduce costs and modifications that would allow additional bidders to qualify to bid.

DISCUSSION

A Notice Inviting Bids—with the revised criteria—was published on May 22, 2025, per the City’s purchasing policies. On June 19, 2025, the City received six (6) bids, summarized below:

BIDDER	AMOUNT
California Professional Engineering, Inc.	\$247,000
Select Electric, Inc.	\$255,303
MSL Electric Inc.	\$276,000
Belco Elecnor	\$277,600
Servitek Electric, Inc.	\$607,504
Crosstown Electrical & Data, Inc.	\$655,570

After reviewing the bid documents, California Professional Engineering, Inc., was determined to be the lowest responsible bidder. California Professional Engineering has performed work with favorable results on several City projects, including, most recently, traffic signal improvements at five intersections along Santa Anita Avenue.

Two (2) bids are well above the City's budget, with the remaining four (4) within 10% - 24% of the project's original estimate (\$225,000). The increase in project costs is primarily due to significant increases in labor and material costs over the last several years. In the approximately three-years since the project was originally envisioned, the estimate of the project's cost has been eclipsed by inflation, high construction costs in all project types and trades, and a more challenging economic environment.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), and Section 15303 (New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities by replacing existing uprights, power boxes, and electrical conduit related to the lighting system, and installation of new light fixtures, with no expansion of use.

FISCAL IMPACT

The Downtown Lighting Improvement Project was included in the FY 2023-2024 CIP, with a budget of \$225,000. The funding source for this Project was ARPA funds that had been allocated as part of economic development and community enhancement efforts.

California Professional Engineering, Inc. was the lowest responsible bidder with a bid in the amount of \$247,000. Including the requested 10% contingency results in a total potential budget of \$271,700. The difference in the low bid amount with contingency and the original project budget of \$225,000, is \$46,700. As part of the allocation of ARPA funds, the City had previously allocated two different installments of funds to the Homeless Diversion Program, in the amounts of \$250,000 and \$203,600. To date, the Recreation and Community Services Department has expended approximately \$70,000 of the original \$250,000. Because there are other funding sources available for the Homeless Diversion Program, and the existing funding is ample for the

program, it is recommended that the City Council redirect \$46,700 from the Homeless Diversion Program to this Project. This action will ensure the Project is fully funded with ARPA funds; no General Fund dollars are proposed for this work.

RECOMMENDATION

It is recommended that the City Council determine this project categorically exempt under the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to enter into a contract with California Professional Engineering, Inc. for the Downtown Lighting Improvement Project in the amount of \$247,000, including a 10% contingency, utilizing American Rescue Plan Act ("ARPA") funds.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Proposed Contract
Attachment No. 2: Map of Project Area

Attachment No. 1

CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of August, 2025, by and between City of Arcadia, sometimes hereinafter called "City," and California Professional Engineering, Inc., sometimes hereinafter called "Contractor."

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

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

DOWNTOWN LIGHTING IMPROVEMENT PROJECT

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 130 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of TWO HUNDRED SEVENTY-ONE THOUSAND AND SEVEN HUNDRED DOLLARS (\$271,000.00). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

CALIFORNIA PROFESSIONAL ENGINEERING,
INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____

By: _____
City Clerk

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED,
IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed August ____, 2025, has awarded to CALIFORNIA PROFESSIONAL ENGINEERING, INC., hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia, (hereinafter referred to as "City") has awarded to CALIFORNIA PROFESSIONAL ENGINEERING, INC., (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto in addition to appropriate Notarial Acknowledgements of Execution by both Contractor and Surety.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

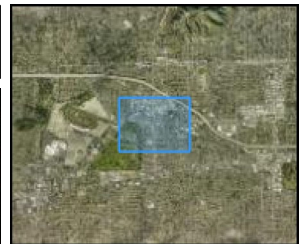
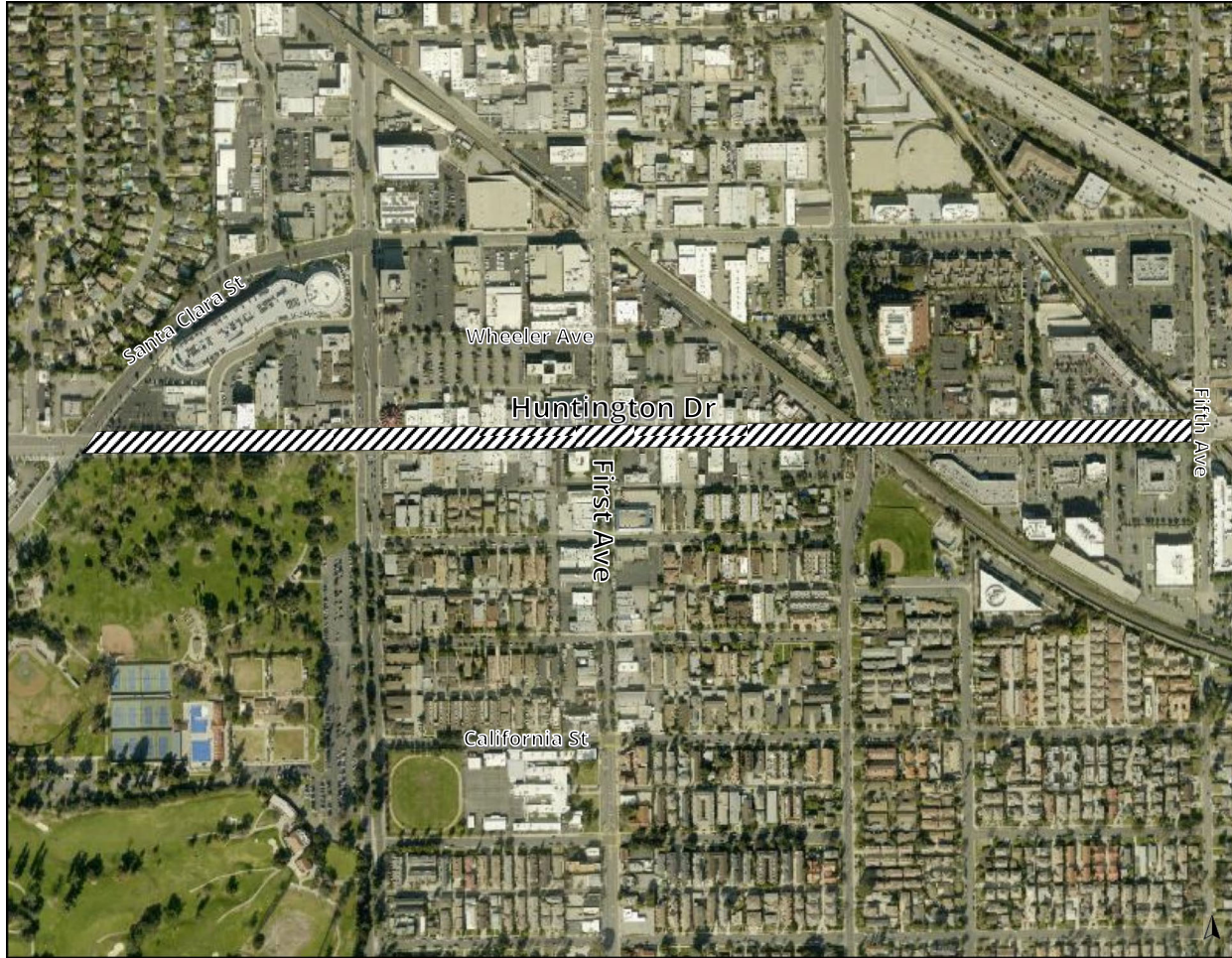
NOTE: This acknowledgment is to be completed for Contractor/Principal.

Insert W9 form on PDF copy.

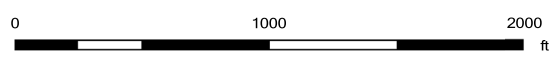
DRAFT



Downtown Lighting Improvement Project



Legend



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



PUBLIC WORKS SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: EXTENSION TO THE CONTRACT WITH GENERAL PUMP COMPANY, INC. TO PROVIDE UNSCHEDULED MAINTENANCE AND EMERGENCY REPAIR OF CITY WELLS AND PUMPS IN AN AMOUNT NOT TO EXCEED \$130,410
CEQA: Exempt
Recommendation: Approve

SUMMARY

On June 6, 2023, the City Council approved a contract with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps, in the amount of \$117,250. General Pump Company, Inc. is reaching the end of their first contract extension and has submitted a written offer to extend for an additional year. The extension offer reflects an 11.2%, or \$13,160 increase, due to State-mandated prevailing wage increases, rising fuel prices and taxes, and operational cost increases aligned with the California Consumer Price Index ("CPI").

Based on past performance and the specialized nature of these services, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps, in an amount not to exceed \$130,410. It is further recommended that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, provided that any changes to the financial terms stay within standard inflationary limits.

BACKGROUND

The City of Arcadia's water system annually delivers approximately 14,500 acre-feet of potable drinking water through approximately 15,000 water service connections. The water supply for the system is obtained from 10 active groundwater wells. The water system also utilizes 32 booster pumps that pump water through the distribution system, and 16 reservoirs that hold about 45 million gallons of water. The Public Works Services Department ("PWSD") is responsible for the daily operation and maintenance of the City's wells and booster pumps. However, in certain instances, the work to repair or perform specialized maintenance services goes beyond staff's capabilities.

DISCUSSION

On June 6, 2023, the City Council approved a contract with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps, in the amount of \$117,250. In 2024, General Pump Company, Inc. submitted a written offer to extend their contract for an additional year, with no increase to their pricing. General Pump Company, Inc. is now reaching the end of their first contract extension and has submitted a written offer to extend services for an additional year. The extension offer reflects an 11.2%, or \$13,160 increase, due to State-mandated prevailing wage increases, increased fuel prices and taxes impacting equipment and transportation, and increased operational costs aligned with a 3% CPI adjustment, as recorded by the US Bureau of Labor Statistics. Therefore, the increase is reasonable and aligns with current market conditions.

General Pump Company, Inc. has provided excellent service to the City of Arcadia. Therefore, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year contract extension with General Pump Company, Inc. This will be General Pump Company, Inc.'s second contract extension.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt per Section 15301(c) of the California Environmental Quality Act ("CEQA"), as it consists of repair and maintenance of an existing municipal water well, involving negligible or no expansion of existing use.

FISCAL IMPACT

Sufficient funds are available in the Department's Fiscal Year 2025-26 Operating Budget for well and pump preventative maintenance services. All work is performed on a time and materials basis, and the contractor is only paid for work performed.

RECOMMENDATION

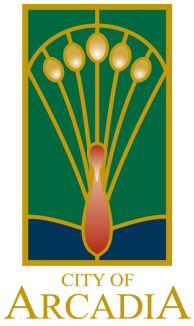
It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); approve, authorize, and direct the City Manager to execute an extension to the Contract with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps in an amount not to exceed \$130,410; and that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, without having to return to City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 2 to the Contract



AMENDMENT NO. 2 TO THE WELL & BOOSTER PREVENTATIVE MAINTENANCE AND SERVICES CONTRACT BY AND BETWEEN THE CITY OF ARCADIA AND GENERAL PUMP COMPANY, INC.

This Amendment No. 2 ("Amendment No. 2") is hereby entered into this _____ day of _____, 2025 by and between the City of Arcadia, a municipal corporation of the State of California, and General Pump Company, Inc., a California Corporation, with respect to that certain Contract between the parties dated August 23, 2023, and further amended by Amendment No. 1 dated August 28, 2024 ("Agreement").

The Parties agree as follows:

1. Section B of the Contract Term is hereby extended to include the period from August 23, 2025 to and including August 23, 2026. ("Extended Term").
2. Section C of the Contract, during the Extended Term Contract Price shall not exceed **One Hundred Thirty Thousand, Four Hundred Ten Dollars and No Cents (\$130,410.00)**.
3. All terms and provisions of the Contract not amended by this Amendment No. 2 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 2 on the date set forth below.

CITY OF ARCADIA

GENERAL PUMP COMPANY, 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



PUBLIC WORKS SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Michael Kwok, Associate Civil Engineer

SUBJECT: REJECT LOW BID FROM ALL CITIES ENGINEERING, INC., AND AWARD A CONTRACT TO RAMONA, INC. FOR THE SEWER MAIN REPLACEMENT PROGRAM IN THE AMOUNT OF \$865,000, WITH A 10% CONTINGENCY
CEQA: Exempt
Recommendation: Approve

SUMMARY

The Fiscal Year 2024-25 Capital Improvement Program Budget allocates funding to replace the existing 10-inch sewer pipe with a 12-inch sewer pipe, on Santa Anita Avenue between Christina Street and Camino Real Avenue, to accommodate future sewer demands and alleviate potential sewer spills. To ensure that the City receives the most competitive price and quality service for this work, a formal bid was conducted, with All Cities Engineering, Inc. submitting the lowest bid. During the bid evaluation process, it was discovered that All Cities Engineering, Inc., did not properly fill out the List of Subcontractors Form or provide evidence of the necessary experience to perform the work. As a result, it was determined that All Cities Engineering, Inc.'s bid is non-responsive and should be rejected. Ramona, Inc. was the second lowest bidder and their bid proposal was determined to be responsive.

It is recommended that the City Council reject the low bid from All Cities Engineering, Inc., and approve, authorize, and direct the City Manager to execute a contract with Ramona, Inc. for the Sewer Main Replacement Program in the amount of \$865,000, with a 10% contingency.

BACKGROUND

In 2006, the State Water Resources Control Board adopted the Waste Discharge Requirement Program for all publicly-owned sanitary sewer collection systems in California with more than one mile of sewer pipeline. Under this program, the City was required to prepare and implement a Sewer System Management Plan (“SSMP”). The SSMP identifies routine preventative operation and maintenance activities that assist the City in achieving a goal of zero sewer system overflows. This is achieved through annual inspections, routine cleaning of the sewer pipes, repair of broken pipes, and replacement of pipes flowing above their design capacity.

The City of Arcadia’s 2022 Sewer Master Plan (“SMP”) Study identified and prioritized sections of sanitary sewer pipe that are flowing at, or above, design capacity. Sections of sanitary sewer pipe on Santa Anita Avenue were identified as inadequate in accommodating the current high-demand flows. The additional flows generated by the anticipated developments on Santa Anita Avenue will place even more demand in the area, further increasing the risk of sewer spills. The existing 10-inch sewer pipe along Santa Anita Avenue, between Christina Street and Camino Real Avenue, needs to be replaced with a 12-inch sewer pipe to accommodate peak flows and alleviate the potential of a sewer backup.

In-ground pipe bursting will be used to replace the existing 10-inch pipe. This process will reduce the excavation required to replace the existing sewer pipe and minimize the disruption to traffic along Santa Anita Avenue. The work is anticipated to begin in October, and construction will take approximately three months to complete. A copy of the Project Location Map is shown on Exhibit “A”.

DISCUSSION

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were provided to contractors that perform this type of work. On June 10, 2025, the City Clerk received five bids with the following results:

Award Sewer Main Replacement Program

August 19, 2025

Page 3 of 4

Bidder	Location	Bid Amount
All Cities Engineering, Inc.	Riverside, CA	\$ 769,000.00
Ramona, Inc.	Baldwin Park, CA	\$ 865,000.00
Mike Prlich and Sons, Inc.	Baldwin Park, CA	\$ 945,250.00
Kordich Construction Inc.	Cypress, CA	\$ 1,035,389.00
GRBCON, Inc.	Baldwin Park, CA	\$ 1,045,316.11

All bid documents were reviewed for content and All Cities Engineering, Inc. submitted the lowest bid. During the bid evaluation process, it was discovered that All Cities Engineering, Inc.'s bid did not list any projects that demonstrated their ability and experience to perform the required work. The bid specifications for this project requested a minimum of two comparable projects of similar size and scope, completed within the past three years. All Cities Engineering, Inc., was contacted and given another opportunity to provide evidence showing that they could perform the work. However, they were still unable to provide the requested evidence, and they also did not list all their subcontractors on the applicable form. Therefore, All Cities Engineering, Inc.'s bid should be considered non-responsive.

As a result, the second lowest bidder, Ramona, Inc. is considered the lowest responsive bidder. The bid submitted by Ramona, Inc. was reviewed for content, and the contractor's background was also investigated. Based on this review, it has been determined that Ramona, Inc. is the lowest responsive bidder and is qualified to complete the project as defined in the bid documents. Ramona, Inc. has successfully completed similar projects on time and within budget for the Cities of Garden Grove, Anaheim, and Arcadia.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Funds in the amount of \$1,350,000 have been budgeted in the FY 2024-25 Capital Improvement Program for the Sewer Main Replacement Program. The total

construction cost for this project is \$865,000. A 10% construction contingency would bring the total cost to \$951,500, which is within the adopted budget.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); reject the low bid from All Cities Engineering, Inc.; and approve, authorize, and direct the City Manager to execute a contract with Ramona, Inc. for the Sewer Main Replacement Program in the amount of \$865,000, with a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

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

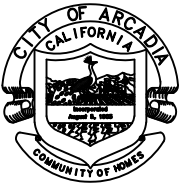
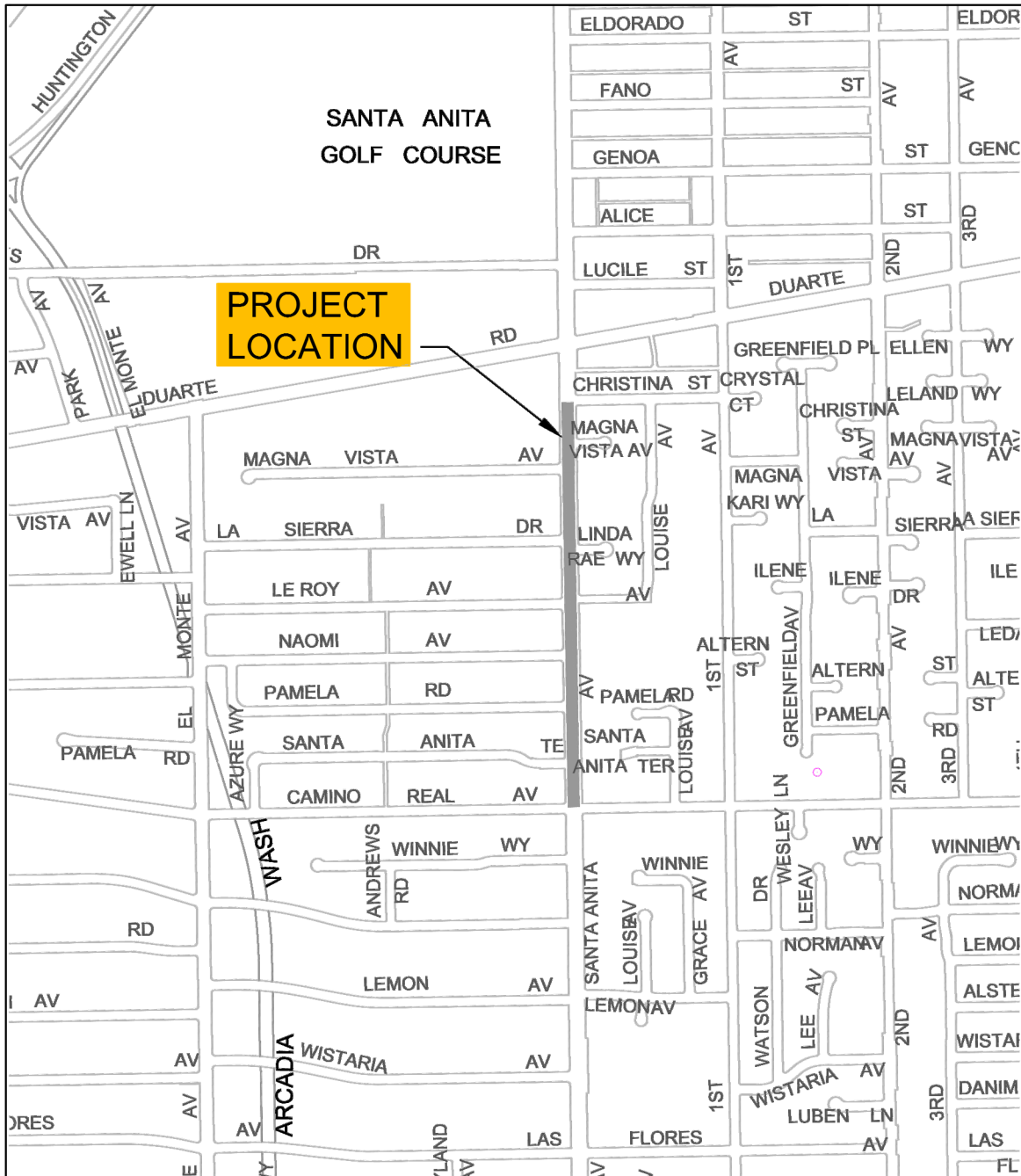


EXHIBIT "A" SEWER MAIN REPLACEMENT PROGRAM



PROJECT LOCATION MAP

CITY OF ARCADIA

**SEWER MAIN REPLACEMENT PROGRAM
PROJECT NO.: 33861625**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
RAMONA, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

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

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

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

Sewer Main Replacement Program / Project No.: 33861625

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **90** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$865,000.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

RAMONA, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney



DEVELOPMENT SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Kevin Merrill, City Engineer
Cong Chen, Assistant Engineer

SUBJECT: PURCHASE ORDERS WITH WALTERS WHOLESALE ELECTRIC AND SWARCO, INC. FOR THE PURCHASE OF NEW TRAFFIC SIGNAL POLES AND 13 NEW TRAFFIC SIGNAL CABINETS FOR THE LAS TUNAS DRIVE – LIVE OAK AVENUE TRAFFIC SIGNALS SYNCHRONIZATION PROGRAM (“TSSP”) AND MISCELLANEOUS TRAFFIC SIGNAL IMPROVEMENT PROJECTS, IN THE AMOUNT OF \$486,227.27
CEQA: Exempt
Recommendation: Approve

SUMMARY

The Los Angeles Countywide Traffic Signals Synchronization Program (“TSSP”) includes projects that improve traffic flow, reduce vehicle delays, and minimize emissions by decreasing vehicle idling times at signalized intersections along important County corridors. In addition, the City budgets for Miscellaneous Traffic Signal Improvements along major streets each year. Taken together, these projects focus on synchronizing traffic signals along Las Tunas Drive, Live Oak Avenue, and Baldwin Avenue corridors in Arcadia, to enhance coordination and overall efficiency. These upgrades involve signal pole replacements, cabinet and controller replacements, communication system enhancements, and adjustments to signal timing plans to support real-time coordination across the traffic signal network.

To receive the most competitive pricing for the project, the City utilized the County of Riverside’s cooperative purchasing agreement (also known as “piggybacking”) for

New Traffic Signal Poles and Cabinets Purchase

August 19, 2025

Page 2 of 6

the traffic signal cabinets, and facilitated a public bidding process to purchase the new traffic signal poles.

It is recommended that the City Council approve two Purchase Orders: one with Walters Wholesale Electric in the amount of \$195,565.86, and one with Swarco, Inc. in the amount of \$290,661.41, for the purchase of new traffic signal poles and traffic signal cabinets, for a total amount of \$486,227.27.

BACKGROUND

As part of this project, 13 intersections were identified that needed safety enhancements for pedestrians, cyclists, and motorists. These intersections are:

- Live Oak Avenue & Sixth Avenue
- Live Oak Avenue & Second Avenue
- Live Oak Avenue & Myrtus Avenue / Greenfield Avenue
- Live Oak Avenue & Santa Anita Avenue
- Live Oak Avenue & Las Tunas Drive
- Las Tunas Drive & El Monte Avenue
- Las Tunas Drive & Warren Way
- Las Tunas Drive & Holly Avenue
- Las Tunas Drive & Baldwin Avenue
- Baldwin Avenue & Gate 10
- Baldwin Avenue & Gate 9
- Baldwin Avenue & Gate 8
- Baldwin Avenue & Gate 7/LA Arboretum

In the Fiscal Year 2025-26 Capital Improvement Program (“CIP”), the Las Tunas Drive/Live Oak Avenue TSSP Project and the Miscellaneous Traffic Signal Improvement Project were programmed, which include the above-listed intersections. These projects will install new traffic signal poles, upgrade equipment, and replace old cabinets with new Advanced Traffic Controller (“ATC”) cabinets.

The portion of the Las Tunas Drive – Live Oak Avenue corridor, extending from Baldwin Avenue on the west to Sixth Avenue on the east, falls within City of Arcadia’s jurisdiction, and thus, the City will oversee the implementation and maintenance of these improvements in that segment. The Los Angeles County Department of Public

New Traffic Signal Poles and Cabinets Purchase

August 19, 2025

Page 3 of 6

Works will manage the construction of the entire TSSP project, which starts at Baldwin Avenue and extends east to Valley Center Avenue, covering multiple local agencies.

The portion of the Las Tunas Drive/Live Oak Avenue TSSP Project located within the City of Arcadia is part of a series of projects that LA County has received grant funding for. The funding has been provided by LA Metro in past open grant applications. Improvements range from new signal equipment to timing upgrades that enhance the synchronization of traffic along the corridor, throughout the region. While a majority of the enhancements are paid for by these grants, the City is responsible for a local match of 20% and is 100% responsible for the cost of new traffic signal poles and cabinets. The City and County have completed several TSSP projects over the years—most recently along Foothill Boulevard—and there are two more projects on the horizon at Myrtle Avenue/Peck Road and Santa Anita Avenue.

Traffic signal poles and cabinets are normally included in traffic signal improvement projects that are handled by the contractors. However, based on recent project bids, labor and equipment costs continue to increase. Therefore, the City has been purchasing traffic signal cabinets ahead of projects, which has lowered costs and eliminated procurement delays. With these two projects, a large amount of new traffic signal poles and equipment are required. New traffic signal poles and cabinets have even longer lead times than other traffic signal equipment. In order to ensure timely completion of the projects, the City will procure the poles and cabinets prior to construction.

Finally, with Arcadia recently becoming a venue city for the Los Angeles Olympics in 2028 ("LA28"), obtaining traffic signal poles and cabinets now will be critical. These projects will help further improve the Baldwin Avenue corridor near the I-210 freeway, which will be a main entry point to Santa Anita Park for the LA28 Equestrian Events.

DISCUSSION

This project has two components and to receive the best pricing, each procurement was handled in different ways. For the traffic signal poles, in June 2025, the City advertised the procurement of the poles and received bids from two (2) companies, summarized below:

New Traffic Signal Poles and Cabinets Purchase

August 19, 2025

Page 4 of 6

Bidder	Locations	Price
Walters Wholesale Electric	Brea, CA	\$195,565.86
American Right of Way	La Puente, CA	\$287,297.17

Walters Wholesale Electric was the low bidder and is fully qualified to purchase and distribute the poles, while having the capacity to fulfill future needs.

For the traffic signal cabinets, the City of Arcadia's Purchasing Policy allows the use of other agencies' contracts to facilitate purchases, also known as "piggybacking". Essentially, this process is a form of intergovernmental cooperative purchasing in which a public agency uses an existing public contract to procure similar items or services with the same bulk pricing. This method allows savings in time, resources, and cost by leveraging another agency's successful competitive bidding process, with the benefits of volume or bulk pricing.

In 2022, the City purchased traffic signal cabinets by piggybacking on a County of Riverside competitive bid. In 2023, the County of Riverside re-advertised for traffic signal cabinets, and the cabinets are the same style and type preferred by the City of Arcadia. Swarco, Inc., was the low-bidder for this process and was awarded a five-year contract to provide equipment on an as-needed basis. Piggybacking on the County of Riverside's bidding process ensures the City will get the best price for the desired equipment.

The City received Swarco, Inc.'s pricing from their contract with the County of Riverside. The desired cabinet is the 352i-ATC anodized cabinet, priced at \$20,234, highlighted in green on the attachment. In total, 13 cabinets will be purchased at this price, for a total of \$290,661.41, which includes shipping and sales tax. Swarco, Inc., is fully qualified to manufacture and distribute the cabinets and will continue to provide needed traffic signal equipment to the City.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15303 (New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities, and limited installation of new, small structures related to the traffic signal system, with no expansion of use.

New Traffic Signal Poles and Cabinets Purchase

August 19, 2025

Page 5 of 6

FISCAL IMPACT

The cost for new traffic signal poles and cabinets, including shipping and sales tax, is shown below:

Supplier	Items	Price
Walters Wholesale Electric	Traffic signal poles	\$195,565.86
Swarco, Inc.	Traffic signal cabinets	\$290,661.41
	Total	\$486,227.27

The project cost will be funded out of projects currently in the City's 2025-26 Capital Improvement Program, as shown in the table below:

Project	Budget	Fiscal Year	Fund
Las Tunas Dr-Live Oak Ave TSSP	\$400,000	2025-2026	Measure M
Miscellaneous Traffic Signal Improvements	\$100,000	2025-2026	Transportation Impact Fees
Total Funds Available	\$500,000		

Design of the Las Tunas Drive – Live Oak Avenue Project was completed in December 2024 by Los Angeles County, so there will be no major costs incurred from design, and the City will program for the remaining balance for both projects in future years. There are sufficient funds from Measure M and Transportation Impact Fees to cover this equipment purchase. No general funds are necessary for these purchases.

RECOMMENDATION

It is recommended the City Council determine that this Project is exempt under the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute Purchase Orders with Walters Wholesale Electric in the amount of \$195,565.86, and with Swarco, Inc., in the amount of \$290,661.41, for the purchase of new traffic signal poles and traffic signal cabinets, in the total amount of \$486,227.27.

New Traffic Signal Poles and Cabinets Purchase

August 19, 2025

Page 6 of 6

Approved:



Dominic Lazzaretto
City Manager

Attachment: Swarco Pricing from County of Riverside Bid



QUOTATION

Estimator: Melissa Lanini
 (760)734-5086
 melissa.lanini@swarco.com

Quote #: QUO-20250429-0654-01
Agency: Arcadia
Job Name: 352i Cabinets
Bid Date: 6/27/25

Bid Item	Qnty	Description	Price	Extension
13		352i ATCC-HV,CALIFORNIA,,(2)IA-24CH,FITA-48CH,OA-16CH,FOTA-16CH,SA, ANODIZED	\$20,234.00	\$263,042.00
		1 CMU,2212-HV-MC (ip), 32 CH W/ ETHERNET PORT, ATC		
		4 SIU,2218-MC SERIAL INTERFACE UNIT, ATC		
		4 ISO, DC, 242L, EDI ISOLATOR		
		9 LS,2202-HV-MC, HDSP/FLASHER UNIT, ATC		
		1 ATCC-HV, SERVICE ASSEMBLY (ONE FLASHER) , W/O SUPPRESSOR		
		8 DET,222,EDI LMD-222		
		1 2070LX CONTROLLER, TEES 2020; 1C T20, 2E+ T20, 3B T20, 4A - EB4		
		1 MODULE, 2070-2B, TEES 2009		
		2 DET,224,EDI LMD-224 (LA CITY)		
		1 2070-4A, JASPER, PWR SUP FOR 2070		
		Turn on support not included anchor bolts not included software not included		
		Tax 10.5% *subject to change		\$27,619.41
		Reference Total		\$290,661.41

Prices firm for 90 days. Freight included. Add sales tax.

Sale is subject to Swarco's standard terms and conditions.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

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CONTRACT

County of Riverside

County of Riverside
 TLMA Administration
 PO Box 1605
 Riverside CA 92502
 USA

Supplier 0000001603
 McCain Traffic Supply
 2365 Oak Ridge Way
 Vista CA 92081
 USA

Dispatch via E-Mail

Contract ID TLARC-55089-00090-06/26		Page 1 of 4	
Contract Dates 03/10/2023 to 06/30/2026	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: TRAFFIC SIGNAL CONTROLLERS, CA		Contract Maximum 252,739.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1		TRAFFIC SIGNAL CONTROLLERS, CABINETS & COMPONENTS	EA	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date: PO Date
 Pricing Quantity: PO Date
 Quantity Type: Current Order Quantity

This contract is being issued at the request of the Department of TLMA for items as noted.

All discrepancies in price or quantities must be communicated before work is completed or orders are shipped. No partial orders or backorders accepted. Please ship complete order.

Riverside County Terms and Conditions are in full effect as noted.
 To view County's Terms and Conditions, please refer to <http://www.purchasing.co.riverside.ca.us>

- *116-200 General Conditions Personal/Professional Services
- *116-210 General Conditions Materials and/or Services
- *116-220 General Conditions Public Works Under \$25K
- *116-222 General Conditions Public Works Over \$25K
- *116-230 General Conditions Equipment

*Acceptance of order confers acceptance of terms as applicable to the product or service noted on this PO
TO INSURE PROMPT PAYMENT THE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES & DOCUMENTS.
 In the Event of contradiction, between the County's and the Seller's conditions, the County's conditions shall prevail.

PAYMENT TERMS: Net 30 unless acceptable prompt payment discount terms are stated. For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later.

PO number must be referenced on all work orders and invoices to assure prompt payment.
 Invoices must be itemized and include a breakdown of parts and labor, if applicable.
 Electronic invoices and payment inquiries can be sent to: tlmaacctspay@rivco.org

Monica Rossow
 Procurement Contract Specialist
 Department of Waste Resources
 Office (951) 955-8324
 Dec 2023 Revised Price Effective 1/1/2024

Vendro Item Number	Item Name	Item Description	PROPOSED PRICE
M68610+	332L Cabinet, anodized (fully loaded)	332L Cabinet, anodized (fully loaded) including all components & 2070E controller/2033 software (latest)	\$14,729.00
M46312+	333L Cabinet, anodized (fully loaded)	333L Cabinet, anodized (fully loaded) including all components & 2070E controller/2033 software (latest)	\$16,505.00
M68610	332L cabinet, anodized	Component for 332L or 333L Cabinet and Controller Assembly	\$7,086.50
M46312	333L cabinet, anodized	Component for 332L or 333L Cabinet and Controller Assembly	\$9,127.58
M14317	Corbin #2 lock, left door	Component for 332L or 333L Cabinet and Controller Assembly	\$30.56
M14318	Corbin #2 lock, right door	Component for 332L or 333L Cabinet and Controller Assembly	\$30.56
M44004	2070E controller (without software)	Component for 332L or 333L Cabinet and Controller Assembly	\$2,025.97
S-2033RV	2033 software (latest).	Component for 332L or 333L Cabinet and Controller Assembly	\$1,100.50
M62989	Power Distribution Assembly PDA-2L	Component for 332L or 333L Cabinet and Controller Assembly	\$609.76
M68763	EDI 2010ECLip EDI Conflict monitor	Component for 332L or 333L Cabinet and Controller Assembly	\$950.00
M15545	Red Monitor Kit	Component for 332L or 333L Cabinet and Controller Assembly	\$75.00
M15924	C-2 Cable	Component for 332L or 333L Cabinet and Controller Assembly	\$65.00
M44010 + M33998	2070-1E, CPU Module, (standard included).	Component for 332L or 333L Cabinet and Controller Assembly	\$603.22
M44020	2070-2E, Field I/O Module, (standard included).	Component for 332L or 333L Cabinet and Controller	

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Authorized Signature

Monica Rossow

CONTRACT

County of Riverside

County of Riverside
TLMA Administration
PO Box 1605
Riverside CA 92502
USA

Dispatch via E-Mail

Contract ID TLARC-55089-00090-06/26		Page 2 of 4	
Contract Dates 03/10/2023 to 06/30/2026	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: TRAFFIC SIGNAL CONTROLLERS, CA		Contract Maximum 252,739.00	
Allow Multicurrency PO			

Supplier 0000001603
McCain Traffic Supply
2365 Oak Ridge Way
Vista CA 92081
USA

Tax Exempt? N Tax Exempt ID:

Assembly \$445.00
M44015 2070-3B, 8x40 Display Module, (standard included). Component for 332L or 333L Cabinet and Controller Assembly \$372.13
M77873 2070-4A, Power Supply Module, (standard included). Component for 332L or 333L Cabinet and Controller Assembly \$325.00
M33152 2070-6A, 1200 Baud Modem Module Component for 332L or 333L Cabinet and Controller Assembly \$765.00
M45581 2070-7G, GPS Time Source Module (model M45581). Component for 332L or 333L Cabinet and Controller Assembly \$625.14
M11371 200 Modular encapsulation I/O Load Switch Component for 332L or 333L Cabinet and Controller Assembly \$39.97
M11377 204 flasher, Modular encapsulation Component for 332L or 333L Cabinet and Controller Assembly \$42.50
M35579 206L power supply Component for 332L or 333L Cabinet and Controller Assembly \$207.32
M68373 EDI LMD222 detectors Component for 332L or 333L Cabinet and Controller Assembly \$135.00
M56812 242 Isolator, PDC Component for 332L or 333L Cabinet and Controller Assembly \$56.80
M11556 430 F.T.R. flash transfer relay Component for 332L or 333L Cabinet and Controller Assembly \$25.00
M12549 Harness Assembly for I/O Load Switches Component for 332L or 333L Cabinet and Controller Assembly \$2.00
M36633 LED Lamp Kit, 1 light, 2 switches, for 332L or 333L Component for 332L or 333L Cabinet and Controller Assembly \$266.55
M42176-MOD Drawer/Shelf for 332L or 333L Component for 332L or 333L Cabinet and Controller Assembly \$100.00
M36210 Rack mount detector input panel for 332L or 333L Component for 332L or 333L Cabinet and Controller Assembly \$225.00
E17515 Intersection sketch/cabinet print Component for 332L or 333L Cabinet and Controller Assembly \$74.00
E24876 Certificate of Compliance Component for 332L or 333L Cabinet and Controller Assembly \$50.00
M91509+ 352i-ATC Cabinet, anodized (fully loaded) 352i-ATC Cabinet, anodized (fully loaded) including all components & 2070LX controller with (latest) software \$20,234.00
M76098-RIVCO+ 350i-ATC Cabinet, anodized (fully loaded) 350i-ATC Cabinet, anodized (fully loaded) including all components & 2070LX controller with (latest) software. \$22,064.00
M91509 352i cabinet, anodized Components for 352i or 350i 2070LX Controller Cabinets \$9,916.00
M76098-RIVCO 350i cabinet, anodized Components for 352i or 350i 2070LX Controller Cabinets \$11,692.00
M14317 Corbin #2 lock, left door Components for 352i or 350i 2070LX Controller Cabinets \$30.56
M14318 Corbin #2 lock, right door Components for 352i or 350i 2070LX Controller Cabinets \$30.56
M54372 OMNI 2070 LX controller (without software) Components for 352i or 350i 2070LX Controller Cabinets \$2,075.00
S-OMNI OMNI eX software (latest). Components for 352i or 350i 2070LX Controller Cabinets \$1,100.50
M84650 CMUip Monitor Key Programming Tool. Components for 352i or 350i 2070LX Controller Cabinets \$573.68
M33152 2070-6A, 1200 Baud Modem Module. Components for 352i or 350i 2070LX Controller Cabinets \$752.60
M45581 2070-7G, GPS Time Source Module (model M45581). Components for 352i or 350i 2070LX Controller Cabinets \$625.14
24CH-IA-ATC 24-channel input assembly & field input assembly. Components for 352i or 350i 2070LX Controller Cabinets \$548.27
M54140 16-channel output assembly & field output assembly. Components for 352i or 350i 2070LX Controller Cabinets \$1,764.65
M36256 Model 22202-HV (HDSP-FU) Flasher Unit. Components for 352i or 350i 2070LX Controller Cabinets \$266.96
M36258 Model 2218 Serial Interface Unit (SIU). Components for 352i or 350i 2070LX Controller Cabinets \$295.00
M52476 Model 21H High-Density Flash Transfer Relay (HDFTR). Components for 352i or 350i 2070LX Controller Cabinets \$33.58
M36259 Model 2212-HV Cabinet Monitor Unit (CMUip). Components for 352i or 350i 2070LX Controller Cabinets \$825.00
M36261 Model 2216-24 Cabinet Power Supply (CPS). Components for 352i or 350i 2070LX Controller Cabinets \$527.85
M36255 Model 2220 Auxiliary Display Unit (ADU). Components for 352i or 350i 2070LX Controller Cabinets \$566.80
M52495 Red Flash Program Block. Components for 352i or 350i 2070LX Controller Cabinets \$3.59
M52497 Yellow Flash Program Block. Components for 352i or 350i 2070LX Controller Cabinets \$3.59
M52496 White Flash Program Block. Components for 352i or 350i 2070LX Controller Cabinets \$3.53
M58625 Cabinet Suppressor-Filter. Components for 352i or 350i 2070LX Controller Cabinets \$130.00
M73486 High Density Switch Pack (HDSP) Suppressor. Components for 352i or 350i 2070LX Controller Cabinets \$15.58
35XLAMPKIT LED Lamp Kit, 1 light, 2 switches, for 352i or 350i Components for 352i or 350i 2070LX Controller Cabinets \$250.00
M42725 Drawer/Shelf for 352i or 350i Components for 352i or 350i 2070LX Controller Cabinets \$101.00
RM-DET-PANEL-ATC Rack mount detector input panel for 352i or 350i Components for 352i or 350i 2070LX Controller Cabinets \$224.00
E17515 Intersection sketch/cabinet print Components for 352i or 350i 2070LX Controller Cabinets \$74.00
E24876 Certificate of Compliance Components for 352i or 350i Controller Cabinet Assembly \$50.00
M91509 352i-ATC Cabinet, anodized (fully loaded) 352i-ATC Cabinet, anodized (fully loaded) including all components &

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Authorized Signature

Monica Rossow

CONTRACT

County of Riverside

County of Riverside
 TLMA Administration
 PO Box 1605
 Riverside CA 92502
 USA

Supplier 0000001603
 McCain Traffic Supply
 2365 Oak Ridge Way
 Vista CA 92081
 USA

Dispatch via E-Mail

Contract ID TLARC-55089-00090-06/26		Page 3 of 4	
Contract Dates 03/10/2023 to 06/30/2026	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: TRAFFIC SIGNAL CONTROLLERS, CA		Contract Maximum 252,739.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

- FLeX controller with (latest) software. \$20,234.00
- M76098 350i-ATC Cabinet, anodized (fully loaded) 350i-ATC Cabinet, anodized (fully loaded) including all components & FLeX controller with (latest) software. \$22,064.00
- M91509 352i cabinet, anodized Components for 352i or 350i Flex Controller Cabinets \$9,916.00
- M76098-RIVCO 350i cabinet, anodized Components for 352i or 350i Flex Controller Cabinets \$11,692.00
- M14317 Corbin #2 lock, left door Components for 352i or 350i Flex Controller Cabinets \$30.56
- M14318 Corbin #2 lock, right door Components for 352i or 350i Flex Controller Cabinets \$30.56
- M73101RWA FLeX controller (rack mounted) (no software) Components for 352i or 350i Flex Controller Cabinets \$2,075.00
- S-OMNI OMNI eX software (latest) Components for 352i or 350i Flex Controller Cabinets \$1,100.50
- M84650 CMUip Monitor Key Programming Tool Components for 352i or 350i Flex Controller Cabinets \$573.68
- M44342 + M59207 GPS Time Source Module (model M44342) & Cable (M59207) Components for 352i or 350i Flex Controller Cabinets \$660.29
- 24CH-IA-ATC 24-channel input assembly & field input assembly. Components for 352i or 350i Flex Controller Cabinets \$548.27
- M54140 16-channel output assembly & field output assembly Components for 352i or 350i Flex Controller Cabinets \$1,764.65
- M36256 Model 22202-HV (HDSP-FU) Flasher Unit Components for 352i or 350i Flex Controller Cabinets \$266.96
- M36258 Model 2218 Serial Interface Unit (SIU) Components for 352i or 350i Flex Controller Cabinets \$295.00
- M52476 Model 21H High-Density Flash Transfer Relay (HDFTR) Components for 352i or 350i Flex Controller Cabinets \$33.58
- M36259 Model 2212-HV Cabinet Monitor Unit (CMUip) Components for 352i or 350i Flex Controller Cabinets \$825.00
- M36261 Model 2216-24 Cabinet Power Supply (CPS) Components for 352i or 350i Flex Controller Cabinets \$527.85
- M36255 Model 2220 Auxiliary Display Unit (ADU) Components for 352i or 350i Flex Controller Cabinets \$566.80
- M52495 Red Flash Program Block Components for 352i or 350i Flex Controller Cabinets \$3.59
- M52497 Yellow Flash Program Block Components for 352i or 350i Flex Controller Cabinets \$3.59
- M52496 White Flash Program Block Components for 352i or 350i Flex Controller Cabinets \$3.53
- M58625 Cabinet Suppressor-Filter Components for 352i or 350i Flex Controller Cabinets \$130.00
- M73486 High Density Switch Pack (HDSP) Suppressor Components for 352i or 350i Flex Controller Cabinets \$15.58
- 35XLAMPKIT LED Lamp Kit, 1 light, 2 switches, for 352i or 350i Components for 352i or 350i Flex Controller Cabinets \$250.00
- M42725 Drawer/Shelf for 352i or 350i Components for 352i or 350i Flex Controller Cabinets \$101.00
- RM-DET-PANEL-ATC Rack mount detector input panel for 352i or 350i Components for 352i or 350i Flex Controller Cabinets \$224.00
- E17515 Intersection sketch/cabinet print Components for 352i or 350i Flex Controller Cabinets \$74.00
- E24876 Certificate of Compliance Components for 352i or 350i Flex Controller Cabinets \$50.00
- M54372 + S-OMNI 2070LX ATC/w Omni software (latest). Additional Equipment (ATC Individual Cabinet Spare Parts) \$3,175.50
- M73101RWA + S-OMNI Rack-mount FLeX Controller /w Omni software (latest). Additional Equipment (ATC Individual Cabinet Spare Parts) \$3,175.50
- M73101SWA + S-OMNI Shelf-mount FLeX Controller /w Omni software (latest). Additional Equipment (ATC Individual Cabinet Spare Parts) \$3,175.50
- M36256 2202-HV-MC HDSP/FLASHER UNIT (M36256). Additional Equipment (ATC Individual Cabinet Spare Parts) \$266.96
- M36258 2218-SIU-MC Serial Interface Unit, ATC (M36258). Additional Equipment (ATC Individual Cabinet Spare Parts) \$295.00
- M36259 2212-HV-MC (ip), 32-CH w/Ethernet Port, ATC (M36259). Additional Equipment (ATC Individual Cabinet Spare Parts) \$825.00
- M36255 ADU 2220 (M36255). Additional Equipment (ATC Individual Cabinet Spare Parts) \$566.80
- M52476 HDTFR-Flash Transfer Relay (M52476). Additional Equipment (ATC Individual Cabinet Spare Parts) \$33.58
- M52475 Struthers & Dunn 428 AXXL 60 Amp 120/48V Solid State Relay (M52475). Additional Equipment (ATC Individual Cabinet Spare Parts) \$54.00
- M36261 Model 2216-24-HV Power Supply ATC (M36261). Additional Equipment (ATC Individual Cabinet Spare Parts) \$527.85
- M91177 ATCC-Service Assembly Complete for 16-Ch (M91177). Additional Equipment (ATC Individual Cabinet Spare Parts) \$704.97
- M91179 ATCC-Service Assembly Complete for 32-Ch (M91179) Additional Equipment (ATC Individual Cabinet Spare Parts) \$867.45
- M58625 ATC Cabinet Clean Power Filter (M58625). Additional Equipment (ATC Individual Cabinet Spare Parts) \$130.00
- M74151 ATC Cabinet Input Assembly Panel (M58625). Additional Equipment (ATC Individual Cabinet Spare Parts) \$484.44
- M44342 GPS Stand Alone Module (M44342). Additional Equipment (ATC Individual Cabinet Spare Parts) \$625.14
- M44342 GPS Stand Alone Module (M44342). FLeX compatible. Additional Equipment (ATC Individual Cabinet Spare Parts) \$625.14
- M59207 GPS Stand Cable (M59207). FLeX compatible. Additional Equipment (ATC Individual Cabinet Spare Parts) \$35.15
- M59207 GPS Receiver 2070A Cable Assembly (M59207). Additional Equipment (ATC Individual Cabinet Spare Parts) \$35.15

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Authorized Signature

Monica Rossow

CONTRACT

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Dispatch via E-Mail

Contract ID TLARC-55089-00090-06/26		Page 4 of 4	
Contract Dates 03/10/2023 to 06/30/2026	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: TRAFFIC SIGNAL CONTROLLERS, CA		Contract Maximum 252,739.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

M73668 ATC Cabinet RRIP Railroad Interface Assembly-Complete (M73668). Additional Equipment (ATC Individual Cabinet Spare Parts) \$842.00
 M11346 + M32505A + S-233RV 170E controller/412F Prom w/.233RV2 (latest). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$3,300.00
 M44004 + S-2033RV 2070E Controller/w 2033 software (latest). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$3,126.47
 M15049 170 E Power Supply Plug-In (M15049) Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$316.73
 M77873 2070E Power Supply PlugIn (M77873). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$325.00
 M52805 CPU to convert 2070E to 2070LX (M52805). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$842.50
 M68156 332L Cabinet Clean Power Filter (M68156). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$149.50
 M68763 2010ECLip Conflict Monitor (M68763). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$950.00
 M35579 206L Power Supply (M35579). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$207.32
 M15545 Red Monitor Board Assembly w/ ribbon cable (M15545). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$75.00
 M68373 DET, 222, EDI, LMD-222 (M68373). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$135.00
 M45581 Module GPS, 2070-7G, Kit (M45581). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$625.14
 M36633 LED Lamp Kit (M36633). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$266.55
 M11377 204 Flasher, PDC, SSF-87-WP-I/O (M11377). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$42.50
 M11371 LS 200, M, I/O PDC SSS-87-I/O (M11371). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$39.97
 M54419A Railroad Interface Panel (M54419A). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$600.00
 M68672 Railroad Interface Panel Power Supply (M68672). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$115.00
 M54451 Railroad Interface Communications Harness (M54451). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$151.00
 M16091 IC 70PC1 ST Micro 28 DIP IC Chip (M16091). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$15.00
 M11741 Washer #4 Shoulder Nylon (M11741). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$0.05
 M30056 Insulator SI Adhesive Back w/hole (M30056). Additional Equipment (332, 332L, 333L individual Cabinet Spare Parts) \$0.55
 TRANSPARITY Individual license Transparency Additional Misc. Equipment (Individual Spare Equipment Parts) \$1,600.00
 TRANS-INTER-GRAPHICS Individual intersection graphics for Transparency Additional Misc. Equipment (Individual Spare Equipment Parts) \$500.00
 M53111 56"H x 26" W x 12"D Side mount BBS cabinet Additional Misc. Equipment (Individual Spare Equipment Parts) \$1,489.00
 M36319 Generator receptacle for BBS Additional Misc. Equipment (Individual Spare Equipment Parts) \$225.00
 MARATHON-BYPASS Bypass switch for BBS Additional Misc. Equipment (Individual Spare Equipment Parts) \$333.00
 SW-RV50X Sierra Wireless Airlink RV50X Router w/ Sierra Wireless PN# 2000579 AC power supply. Additional Misc. Equipment (Individual Spare Equipment Parts) \$1,200.00
 MOXA-EDR-810-VPN2GSFP-T + DR-4524 MOXA model EDR-810-VPN2GSFP-T Router/Switch and MOXA PN# DR-4524 VDC power supply. Additional Misc. Equipment (Individual Spare Equipment Parts) \$1,950.00
 M57425 T-12 6' LED IISNS Lamp Additional Misc. Equipment (Individual Spare Equipment Parts) \$263.00
 M56958 T-12 8' LED IISNS Lamp Additional Misc. Equipment (Individual Spare Equipment Parts) \$300.00

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Authorized Signature

Monica Rossow



ADMINISTRATIVE SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

FROM: Henry Chen, Administrative Services Director
By: Wilson Luo, Information Technology Manager

SUBJECT: PURCHASE ORDER WITH RESILIENT COMMUNICATIONS, INC. FOR THE PURCHASE OF CORE NETWORK SWITCHING EQUIPMENT FROM CISCO SYSTEMS IN THE AMOUNT OF \$67,000

CEQA: Not a project
Recommendation: Approve

SUMMARY

The Arcadia Police Department relies on core network switches to manage all their network traffic, including communications and data transmissions. Installed in 2016, these switches will reach end-of-life this October, and without ongoing support or security updates from Cisco, their failure could significantly disrupt police computer operations.

Using a cooperative agreement under the California Multiple Award Schedule ("CMAS") EC America Contract #3-22-10-1065, with Resilient Communications, Inc., the network switches needed for the Police Department can be acquired. Resilient Communications, Inc. is an authorized dealer and contracted reseller for Cisco System Corporation under the Cooperative Agreement. It is recommended that the City Council authorize a Purchase Order in the amount of \$67,000 for replacement of the Police Department's core network switches.

DISCUSSION

Core network switches are considered the main component of the Arcadia Police Department's network infrastructure, through which all traffic is routed. Communication data, including application data files, email messages, and voice and

data transmissions, are handled by these switches. The four core switches currently deployed are Cisco Catalyst 3850's, which were purchased in 2016 and are scheduled to reach the end of their useful life this October. Once the support for these switches ends, the City will no longer receive phone support, software updates, or any new security patches. Additionally, the City will no longer receive emergency hardware replacement coverage from Cisco. The end of support from Cisco increases the risk of network disruptions, and the failure of this critical equipment could have a significant impact on the network, causing downtime on police computer operations that are relying on the switches.

A lead time of approximately one month is anticipated for the delivery of the new equipment. Following delivery, a one-week period will be required by Arcadia's IT team for setup, pre-testing, and configuration of the new switches. With the new switches, bandwidth capacity will be increased tenfold. In addition to the speed increase, the new core switches will also support enhanced security features. For example, the new switches would support the Stateful feature, which helps the network make smarter decisions about which traffic to allow or block, based on the overall status of ongoing communication, rather than just looking at individual data packets. TrustSec is another security upgrade on the new core switches that lets the network be divided into smaller, secure sections. TrustSec uses special tags to organize network traffic and enforce rules about who can access what. These updates will make the City's network more secure and improve the performance of existing systems—such as body camera video uploads and officer access to cloud-based data storage. In addition, this will establish the foundation for future enhancements, including the potential of providing live incident data to officers.

The California Government Code permits public agencies to participate in cooperative purchasing agreements, while adhering to the City's rules and regulations for purchasing. Through participation in the cooperative program under the CMAS EC America contract with Resilient Communications, Inc., the procurement process is streamlined, and the best possible pricing is obtained by leveraging collective purchasing power to achieve cost savings.

Replacing the aging core network switches is a critical step in maintaining the reliability, security, and performance of our network infrastructure. Upgrading to new, high-capacity switches will enhance system performance and prepare the City for future technological advancements.

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 for the proposed replacement of the core switches is estimated to be \$67,000. Sufficient funds have been budgeted in the Fiscal Year 2025-26 Equipment Replacement Fund for this purchase. The cost of the core switches includes an annual hardware warranty and technical support directly from Cisco.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Resilient Communications, Inc. for the purchase of core network switching equipment from Cisco Systems, in the amount of \$67,000.

Approved:



Dominic Lazzaretto
City Manager



PUBLIC WORKS SERVICES DEPARTMENT

DATE: August 19, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: CHANGE ORDER TO THE PURCHASE ORDER WITH HYDROPRO SOLUTIONS FOR THE PURCHASE OF DATA LOG RADIO READ WATER METER DIALS IN THE AMOUNT \$82,204.50

CEQA: Exempt
Recommendation: Approve

SUMMARY

On July 16, 2024, the City Council approved a sole source Purchase Order with HydroPro Solutions, for the purchase of Advanced Metering Infrastructure (“AMI”) radio-read water meters and related infrastructure for the City’s water distribution system, in the amount of \$1,394,000. Through the Annual Meter Replacement Program, manually read water meters are being replaced with new meters that can be read via radio frequency. To complete the installation of new radio read water meters, additional AMI water meter dials are needed. The total cost for the additional AMI water meter dials exceeds the Purchase Order amount by \$82,204.50. Sufficient funds remain in the approved Fiscal Year 2024-25 Annual Meter Replacement Program budget to cover this cost.

It is recommended that the City Council approve a Change Order to the Purchase Order with HydroPro Solutions for the purchase of data log radio read water meter dials, in the amount of \$82,204.50.

BACKGROUND

The Annual Meter Replacement Program was created to replace manually read water meters with meters that are capable of being read via radio frequency. The City’s

radio read water meters utilized Automatic Meter Reading (“AMR”) technology, which automatically collects consumption, diagnostic, and status data from the water meter. The data is collected from mobile devices by City staff, then uploaded to a central database for utility billing purposes. In 2019, the Public Works Services Department (“PWSD”) Utilities Section, began replacing the first-generation AMR radio read water meters with Advanced Metering Infrastructure (“AMI”) radio read water meters. The new AMI meters provide real-time data to the consumer and will be read remotely through the AMI meter infrastructure and base station hubs—similar to a citywide water meter Wi-Fi network. AMI radio read water meters have the capability of capturing the precise measurements and readings of a customer’s water usage; it also includes leak detection and data logging functions. AMI meters enable residents to monitor and receive alerts for possible leaks on their property, as well as assist them with historical water usage information. Water meters register accuracy, which is important in calculating water demands, forecasting customer usage, and assisting in water conservation efforts.

On July 16, 2024, the City Council approved a sole source Purchase Order with HydroPro Solutions for the purchase of AMI radio-read water meters and related infrastructure, for the City’s water distribution system, in the amount of \$1,394,000. All final meters and related infrastructure necessary to complete the AMI Conversion were to be purchased under this Purchase Order.

Initially, conversion of the entire water system was scheduled to be completed by Fiscal Year 2023-24. However, due to ongoing delays caused by the COVID-19 pandemic and production issues with the manufacturer, the City could not purchase all the meters needed in Fiscal Year 2023-24. Therefore, all final meters necessary to complete the AMI conversion were purchased in Fiscal Year 2024-25, utilizing funds budgeted in the CIP Fiscal Year 2023-24 and 2024-25 Annual Meter Replacement Program.

DISCUSSION

To prepare for the installation of the new AMI water meters, an audit was completed to determine how many water meters remain in inventory and how many would need to be purchased to complete the installation. While there are existing meters that can be used as part of this project, the existing meters require replacement of the water meter dials. The water meter dials will allow the meters to function with the AMI system. Therefore, additional water meter dials are needed. The additional

dials are necessary to ensure completion of the Water Meter Replacement Project, as outlined in the approved Capital Improvement Program ("CIP"). The Change Order to the Purchase Order with HydroPro will allow the City to maintain project momentum and avoid potential delays in meter upgrades. The total cost for the additional meter dials is \$82,204.50. The requested Change Order includes all meter dials necessary to complete the Water Meter Replacement Project.

It is recommended that the City Council approve a Change Order to the Purchase Order with HydroPro Solutions for the purchase of data log radio read water meter dials, in the amount of \$82,204.50.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Funding is available in the Fiscal Year 2024-25 CIP for the Annual Meter Replacement Program. Sufficient budget exists to complete the Change Order to the Purchase Order with HydroPro Solutions in the amount of \$82,204.50.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve a Change Order to the Purchase Order with HydroPro Solutions for the purchase of data log radio read water meter dials, in the amount of \$82,204.50, utilizing remaining FY 2024-25 Annual Water Meter Replacement Program funds.

Approved:



Dominic Lazzaretto
City Manager