CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

APRIL 16, 2019, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Lloyd Johnson
Mayor Pro Tem Tony Wu
Councilman Dario Castellanos
Councilwoman Letty Lopez-Viado
Councilmember Jessica C. Shewmaker

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY APRIL 16, 2019, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Samuel Martinez
Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Councilman Dario Castellanos

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS
Small Business Week
They Will Know
Presentation by CSAQMD

ORAL COMMUNICATIONS - Five (5) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR
All matters listed under 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 members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

1) OCTOBER 2, 2018, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION AND REGULAR MEETING MINUTES
MARCH 19, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION AND REGULAR MEETING MINUTES
MARCH 21, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION
MARCH 22, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION

It is recommended that the City Council receive and file the Closed Session and Regular Meeting Minutes of October 2, 2018, the Closed and Regular Meeting Minutes of March 19, 2019, the Closed Session Minutes of March 21, 2019, and March 22, 2019.

INVESTMENT REPORT

2) INVESTMENT REPORT FOR THE MONTH ENDED FEBRUARY 28, 2019

It is recommended that the City Council receive and file the Investment Report for the month ended February 28, 2019.

CITY MANAGER'S OFFICE

3) CONSIDERATION OF PLACING "SAY NO TO PANHANDLING" SIGNS IN DESIGNATED CITY AREAS-COUNCILWOMAN LOPEZ-VIADO

It is recommended that the City Council direct the City Manager to install "Say No To Panhandlers" signs in designated areas within the City.

4) EVALUATION OF SENIOR DISCOUNT FOR CITY TRANSPORTATION-COUNCILMEMBER SHEWMAKER

It is recommended that the City Council direct the City Manager to reduce the Dial A Ride and City Shuttle fare from $1.00 per ride (one way) to $0.50 per ride for seniors ages 55 and over.

5) APPROVAL OF AGREEMENT WITH MUNITEMPS FOR INTERIM HUMAN RESOURCES/RISK MANAGEMENT DIRECTOR SERVICES

It is recommended that the City Council approve the agreement with MuniTemps for Interim Human Resources/Risk Management Director Services in an amount not to exceed $80,000.

6) REQUEST FOR LETTER OF SUPPORT FOR SENATE BILL 751 (RUBIO) SAN GABRIEL VALLEY REGIONAL HOUSING TRUST-MAYOR JOHNSON

It is recommended that the City Council direct the City Manager to send a letter of support to our legislative representatives for Senate Bill (SB) 751.

COMMUNITY DEVELOPMENT

7) CONSIDERATION OF AMENDMENT OF CONTRACT FOR CITY ENGINEER SERVICES (WILLDAN)

It is recommended that the City Council authorize the Interim City Manager to execute the First Amendment to the Agreement for Professional Services for City Engineer Services by Willdan in the amount of $50,000 for Fiscal Year 2018-19.

8) AWARD OF CONTRACT FOR ANNUAL CONCRETE REPAIR PROGRAM - PROJECT NO. SP-18003, SP-18030, AND SP-19002

It is recommended that the City Council authorize the Interim City Manager to execute a contract agreement with CT & T Concrete Paving, Inc., of Diamond Bar, California, in the amount of $126,213.34 for the Annual Concrete Repair Program.

9) CONSIDERATION OF APPROVAL OF AMENDMENT OF CONTRACT FOR BUILDING SERVICES (RKA)

It is recommended that the City Council authorize the Interim City Manager to execute the Third Amendment to the Agreement for Professional Services for Building Services by RKA in the amount of $50,000 for Fiscal Year 2018-19.

FINANCE DEPARTMENT

10) CONSIDERATION OF APPROVAL OF AMENDMENT OF FINANCIAL CONSULTANT SERVICES AGREEMENT (VTD)

It is recommended that the City Council authorize the Interim City Manager to execute the Third Amendment to the Professional Services Agreement with Vavrinek, Trine, Day & Co., LLP.

END OF CONSENT CALENDAR

HEARINGS

DEPARTMENTAL REGULAR MATTERS

COMMUNITY DEVELOPMENT

11) DISCUSSION REGARDING SHOPPING CART CONTAINMENT

Staff recommends that the City Council review the information in the staff report and provide appropriate direction regarding Shopping Cart regulations.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	05/07/2019	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: OCTOBER 2, 2018, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION AND REGULAR MEETING MINUTES
MARCH 19, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION AND REGULAR MEETING MINUTES
MARCH 21, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION
MARCH 22, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION

RECOMMENDATION:

It is recommended that the City Council receive and file the Closed Session and Regular Meeting Minutes of October 2, 2018, the Closed and Regular Meeting Minutes of March 19, 2019, the Closed Session Minutes of March 21, 2019, and March 22, 2019.

DISCUSSION:

Prepared by: Carrie Gallagher, Assistant City Clerk

Attachments

10.02.2018 CC Closed Session Meeting Minutes Draft
10.02.2018 CC Regular Session Meeting Minutes Draft
03.19.2019 CC Closed Session Meeting Minutes Draft
03.19.2019 CC Regular Session Meeting Minutes Draft
03.21.2019 CC Closed Session Meeting Minutes Draft
03.22.2019 CC Closed Session Meeting Minutes Draft

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY OCTOBER 02, 2018, 6:00 PM
REGULAR MEETING - CLOSED SESSION

CITY MANAGER'S CONFERENCE ROOM
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

DRAFT

CALL TO ORDER

The Regular Closed session meeting on Tuesday, October 2, 2018 was called to at 6:02 p.m. in the City Manager's Conference Room at City Hall, 1444 W. Garvey Avenue, West Covina, California, 91790 by Mayor Lloyd Johnson.

ROLL CALL

Council Members
Present: Council Members Mike Spence (arrived at 6:26 p.m.), James Toma, and Corey Warshaw, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Council Members
Absent: None

City Staff
Present: City Manager Chris Freeland, City Attorney Kimberly Hall Barlow, Assistant City Manager/Community Services Director Nikole Bresciani, Human Resources Director Edward Macias, Management Analyst Eva Sahagun, Economic Development and Housing Director Paulina Morales, and Workers' Compensation Attorney Jeremiah Heisler

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

City Attorney Kimberly Hall Barlow reported that there was no public comments during the closed session discussion.

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: APN's: 8474-011-942 & 943 (Lakes Parking Structures)
Agency Negotiator: Freeland, Bresciani, Morales, Hall Barlow
Negotiating Parties: CIP 2014-SG Covina Owner, LLC
Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code § 54956.9(d)(1)

Bryan Chalais v. City of West Covina (Case No.'s ADJ10389318, ADJ10389343, ADJ10607033, ADJ10758764)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code § 54956.9(d)(2)

Number of Cases: One (1)

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Freeland, Macias, Bresciani, Hall Barlow

Employee Organizations

- Confidential Employees
- General Employees
- Maintenance & Crafts Employees
- Mid-Management Employees
- Non-Sworn
- W.C. Police Management Association
- W.C. Police Officers' Association
- W.C. Firefighters' Management Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226

Unrepresented Employee Group

- Department Heads

REPORTING OUT

City Attorney Kimberly Hall Barlow reported that there was no reportable action taken during the closed session discussion.

DRAFT

ADJOURNMENT

Mayor Johnson adjourned the meeting at 7:02 p.m. The next Regular City Council Meeting is scheduled for Tuesday, October 16, 2018 at 7:00 p.m., in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Carrie Gallagher, CMC
Assistant City Clerk

_____
Lloyd Johnson
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY OCTOBER 02, 2018, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

DRAFT

CALL TO ORDER

A Regular City Council Meeting was called to order at 7:06 p.m., on Tuesday, October 02, 2018 at the Council Chambers, 1444 West Garvey Avenue South, West Covina, California, 91790, by Mayor Lloyd Johnson.

ROLL CALL

Councilmembers
Present: Councilmembers Mike Spence, James Toma, Corey Warshaw, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Councilmembers
Absent: None

City Staff:
Present: Chris Freeland City Manager, Nikole Bresciani Assistant City Manager/Community Services Director, Rosalia Butler Assistant City Clerk, Scott Porter City Attorney; Other city staff presented reports and responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Councilman Mike Spence led the Pledge of Allegiance.

REPORTING OUT FROM CLOSED SESSION

City Attorney Kimberly Hall Barlow reported that there was no reportable action taken during the closed session discussion.

CHANGES TO THE AGENDA

City Manager Freeland announced there were no changes to the agenda.

PRESENTATIONS

Recognition of 2018 Lab World of Dance Champions
Presentation of American Cancer Society Relay for Life Certificates
Proclamation proclaiming October 5, 2018 as Manufacturing Day
Proclamation proclaiming October 7-13, 2018 as National Fire Prevention Week

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Speaker:

Norma Levario
Phil Kaufman
Jerri Potras
Johns Shewmaker
Wen Wen Zhang
Gretchen M. Hillman
Jefferson DeRoux

--End of Oral Communications--

CONSENT CALENDAR
Ordinances for Adoption – Procedural Waiver.

ACTION: MOTION BY SPENCE, SECONDED BY WARSHAW, CARRIED 5-0 to, approve Consent Calendar Item 1 thru 3, 5, 6, and 8 as recommended.

ACTION: MOTION BY WU, SECONDED BY WARSHAW, CARRIED 5-0 to, approve Consent Calendar Item 4 as recommended. (Item 4 was pulled from the Consent Calendar by Mayor Pro Tem Wu.)

ACTION: MOTION BY TOMA, SECONDED BY WARSHAW, CARRIED, 5-0 to, approve Consent Calendar Item 7 as recommended, amended to include notification to existing businesses with off sale alcohol licenses. (Item 7 was pulled from the Consent Calendar by Councilmember Toma.)

APPROVAL OF MEETING MINUTES

1) **CARRIED 5-0** to approve the following meeting minutes:

August 21, 2018 Regular City Council/Successor Agency Closed Session Meeting Minutes
August 21, 2018 Regular City Council/Successor Agency/Housing Authority Public Financing Authority Meeting Minutes
September 11, 2018 Special City Council/Successor Agency Closed Session Meeting Minutes

COMMISSION SUMMARY OF ACTIONS

2) **CARRIED 5-0** to approve the following Commission Summary of Actions:

July 10, 2018 Community and Senior Services Commission Meeting

CLAIMS AGAINST THE CITY

3) **Government Tort Claim Denials**

CARRIED 5-0 to deny the following Government Tort Claims and the claimants be notified:

Eileen Aquino vs. The City of West Covina
Christian Moreno vs. The City of West Covina

CITY MANAGER'S OFFICE

4) **Reorganization of Community Services, Planning, Public Works, and Economic Development into New City Department**
(Item 4 was pulled from the Consent Calendar by Mayor Pro Tem Wu for separate consideration)

ACTION: MOTION BY MAYOR PRO TEM WU AND SECONDED BY COUNCILMEMBER WARSHAW, CARRIED 5-0 to:

1) Adopt RESOLUTION NO. 2018-124 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CREATING THE CLASS SPECIFICATION AND SALARY RANGE OF COMMUNITY DEVELOPMENT DIRECTOR, PLANNING MANAGER, PUBLIC SERVICES SUPERINTENDENT, MAINTENANCE SERVICES SUPERVISOR, PUBLIC SERVICES MANAGER AND SENIOR ACCOUNTANT, AND ELIMINATING UNNECESSARY CLASS SPECIFICATIONS;
2) Approve the various reclassifications as presented in the staff report.

COMMUNITY SERVICES DEPARTMENT

5) Cortez Park Community & Senior Center Kitchen Project

CARRIED 5-0 to adopt RESOLUTION NO. 2018-118 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2018 AND ENDING JUNE 30, 2019 (Senior Center Kitchen)"

HUMAN RESOURCES

6) Award of Contract to Carl Warren & Company for Third-Party General Liability Claims Administration Support Services

CARRIED 5-0 to authorize the City Manager to execute a three-year professional services agreement with two (2) one-year renewal options with Carl Warren & Company to provide third-party claims administration support services for the City's General Liability Claims Program.

PLANNING DEPARTMENT

7) Courtesy Notification Standard for Code Amendment 18-04 (Alcohol Sales at Service Stations)
(Item 7 was pulled from the Consent Calendar by Councilmember Toma for separate consideration)

ACTION: MOTION BY COUNCILMAN SPENCE AND SECONDED BY COUNCILMEMBER TOMA, CARRIED 5-0 to instruct staff to complete the courtesy noticing as identified in the staff report [a courtesy mailing list to be created through E-notification on the City website and allow anyone that has an interest to sign up through that system], amended to include notification to existing business with off sale alcohol licenses.

PUBLIC WORKS

8) Acceptance of Public Improvements for Structured Cabling Systems (Project No. BP-17034)

CARRIED 5-0 to: accept the Structured Cabling Systems Project as complete – Project No. BP-17034; and Authorize recordation of Notice of Completion with the Los Angeles County Recorder; and Authorize the release of retention funds 35 days after recordation of the Notice of Completion.

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

9) Appeal of Precise Plan No. 15-07, Tentative Parcel Map No. 73652, Variance No. 15-18, and Mitigated Negative Declaration of Environmental Impact to Subdivide an Existing 0.62-Acre Multi-Family Residentially Zoned Parcel to Facilitate the Construction of Seven (7) Condominiums

Mayor Johnson announced the Public Hearing Matter, Assistant City Clerk Butler verified that proper legal notice was given, and Mayor Johnson opened the Public Hearing. Senior Planner Ron Garcia presented the staff report and PowerPoint presentation. Staff responded to questions from Council.

Public Comments in Favor of Appeal (Opposition of the project)
Dae Han, Appellant
Peggy Hale
Gretchen M. Hillman
Richard Rodrigues
Cheryl Rodriquez
Robert Torres

Opposition of Appeal (Support of the project)
Clem Ziroli, property owner and developer

Rebuttal Comments
Dae Han

---End of Public Comment---

ACTION: MOTION BY SPENCE, SECOND BY WARSHAW, CARRIED 4-1 (JOHNSON) to adopt the following resolutions:

RESOLUTION NO. 2018-119 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION AND CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MITIGATION MONITORING AND REPORTING PROGRAM FOR PRECISE PLAN NO. 15-07, TENTATIVE TRACT MAP NO. 73652 AND VARIANCE NO. 15-18 ON APPEAL OF PLANNING COMMISSION ACTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED

RESOLUTION NO. 2018-120 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION AND APPROVING PRECISE PLAN NO. 15-07 ON

APPEAL OF PLANNING COMMISSION ACTION, as amended to include the planting of trees along the easterly property line to form a level of privacy and to relocate the trash enclosure to the western property line.

RESOLUTION NO. 2018-121 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLD THE DECISION OF THE PLANNING COMMISSION AND APPROVING TENTATIVE TRACT MAP NO. 73652 ON APPEAL OF PLANNING COMMISSION ACTION

RESOLUTION NO. 2018-122 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION AND APPROVING VARIANCE NO. 15-18 ON APPEAL OF PLANNING COMMISSION ACTION

THE CITY COUNCIL MEETING WAS RECESSED AT 10:00 P.M. AND RECONVENED AT 10:12 P.M. WITH ALL MEMBERS PRESENT, BY MAYOR LLOYD JOHNSON.

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

10) Mayoral Rotation Ordinance Revision

ACTION: MOTION BY JOHNSON, SECOND BY WU, CARRIED BY CONSENSUS to receive and file the report, retain the current ordinance, and not introduce, waive further reading and give first reading to ORDINANCE NO. 2446 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 2-21 OF ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE RELATED TO THE MAYOR SELECTION PROCESS."

FINANCE DEPARTMENT

11) Establishment of New Fees and Changes to Existing Fees and Fines

ACTION: MOTION BY TOMA, SECOND BY WARSHAW, CARRIED 3-2 (SPENCE, WU) to adopt RESOLUTION NO. 2018-114 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A NEW FEE SCHEDULE THAT ESTABLISHES NEW FEES AND CHANGES TO EXISTING FEES AND FINES," with the exception of the two Fire Department proposed fees related to fire and life safety inspections.

FIRE DEPARTMENT

12) Agreement with Fire Recovery USA, LLC for Emergency Incident Billing and Inspection Billing Services

ACTION: CONSENSUS to hold this item over to the next City Council meeting.

MAYOR/COUNCILMEMBERS REPORTS

COUNCILMAN MIKE SPENCE

13) Street Naming Policy

ACTION: MOTION BY SPENCE, SECOND BY WARSHAW, CARRIED 5-0 to incorporate into the Community Service Foundation annual report, which will be presented at the next meeting, a mechanism to allow a developer to donate to the Community Services Foundation for the establishment of a street name within the development.

COUNCILMEMBER JAMES TOMA

14) Homeless Education & Solutions for Business/Commercial Property Owners

Assistant City Manager/Community Services Director Nikole Bresciani presented the staff report. Staff responded to questions from Council.

Following Council discussion, Council provided direction to staff to:

Research having Athens Services provide billing insert to business regarding link to Toolkit for Businesses to address homelessness
Provide a flyer to businesses applying for a business license a link to the Toolkit for Business
Develop Best Practices for new businesses regarding homelessness
Discuss with Athens Services for lock on trach bins
Involve GWC to email businesses regarding Toolkit for Businesses and Best Practices
Maintain data of actions conducted with businesses
Provide quarterly reports to the Council at public meetings with weekly report to Council as needed
Study a shopping cart retrieval program
Have business provide emergency contacts to the City

ACTION: CONSENSUS, to approve direction provided to staff.

AB1234 Conference and Meeting Report *(verbal, if any)*

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Community Development Commission agenda as items of business and must be approved by a majority of the City Council/Community Development Commission.)

COUNCILMAN MIKE SPENCE

15) Request from Councilman Mike Spence Requesting the City Council's Consideration to take a Position on Proposition 10 (Affordable Housing Act)

ACTION: MOTION BY SPENCE, SECOND BY JOHNSON, CARRIED 5-0 to have the City Council formally oppose Proposition 10 (Affordable Housing Act).

16) Request from Councilman Mike Spence Requesting the City Council's Consideration to Review New Law on Sidewalk Vending

ACTION: BY CONSENSUS, to have the City Attorney review the new law on sidewalk vending, and if needed to bring back for Council's consideration a Code Amendment.

CITY COUNCIL COMMENTS

Councilmember Toma requested to adjourn tonight's meeting in memory of Anita Santarina, wife of City of Carson Councilmember Elito Santarina.

ADJOURNMENT

The meeting was adjourned at 11:27 p.m. in memory of Anita Santarina, wife of City of Carson Councilmember Elito Santarina. The next Regular City Council Meeting will be held on October 16, 2018 at the City Council Chambers, 1444 West Garvey Avenue South, West Covina, California 91790.

Submitted by:

_____

Carrie Gallagher, CMC
Assistant City Clerk

_____

Lloyd Johnson
Mayor

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 19, 2019, 5:30 PM
SPECIAL MEETING - CLOSED SESSION

CITY MANAGER'S CONFERENCE ROOM
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

CALL TO ORDER

A Closed Session Meeting of the West Covina City Council was called to order at 5:40 p.m. held in the City Manager's Conference Room located at 1444 West Garvey Avenue South, West Covina, California, 91790, by Mayor Lloyd Johnson.

ROLL CALL

Councilmembers
Present: Councilmembers Jessica C. Shewmaker, Letty Lopez-Viado, Dario Castellanos, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Councilmembers
Absent: None

City Staff
Present: Nikole Bresciani Acting City Manager/Public Services Director, Scott Porter City Attorney, Martin Pinon Interim Human Resources Director, Paulina Morales Community Economic Development Housing Manager, Melissa Ballard Attorney, Gary Kranker Attorney, Jamaar M. Boyd-Weatherby

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

DRAFT

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code § 54956.9(d)(4): 1 potential case

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)

Luebe, Cynthia v. Los Angeles County Metropolitan Transportation Authority et al.; LASC Case number BC629302

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Joshua Rodriguez v. City of West Covina (Case Number 17-cv-00138-CBM (JCx))

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Rios, Kasey v. Adam Jerome Berger and City of West Covina (LA Superior Case Number: BC671575)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code § 54956.8

Property: APN Nos. 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940
City Negotiator: Bresciani, Anderson, Morales, Porter
Negotiating Parties: Starwood Retail Partners, LLC.
Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Bresciani, Pinon, Porter

Employee Organizations
- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Manement Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group
- Department Heads

DRAFT

ADJOURNMENT

The meeting was adjourned at 6:55 p.m., by Mayor Johnson. The next West Covina City Council Meeting will be held on Tuesday, April 02, 2019 at 7:00 p.m. located in West Covina City Council Chambers, 1444 West Garvey Avenue South, West Covina, California 91790.

Submitted by:

_____
Carrie Gallagher, CMC
Assistant City Clerk

_____
Lloyd Johnson
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 19, 2019, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

DRAFT

CALL TO ORDER

A Regular Meeting was called to order at 7:12 p.m. on Tuesday, March 19, 2019 at the City Council Chambers located at 1444 West Garvey Avenue South, West Covina, California 91790, by Mayor Lloyd Johnson.

ROLL CALL

Councilmembers
Present: Councilmembers Jessica C. Shewmaker, Letty Lopez-Viado, Dario Castellanos, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Councilmembers
Absent: None

City Staff: Nikole Bresciani Acting City Manager/Public Services Director, Scott Porter City Attorney, Carrie Gallagher Assistant City Clerk; Other city staff presented reports and responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Mayor Lloyd Johnson led the Pledge of Allegiance.

REPORTING OUT FROM CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code § 54956.9(d)(4): 1 potential case

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)

Luebe, Cynthia v. Los Angeles County Metropolitan Transportation Authority et al.; LASC Case number BC629302

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Joshua Rodriguez v. City of West Covina (Case Number 17-cv-00138-CBM (JCx))

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Rios, Kasey v. Adam Jerome Berger and City of West Covina (LA Superior Case Number: BC671575)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code § 54956.8

Property: APN Nos. 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940
City Negotiator: Bresciani, Anderson, Morales, Porter
Negotiating Parties: Starwood Retail Partners, LLC.
Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Bresciani, Pinon, Porter

Employee Organizations
- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Manement Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group
- Department Heads

DRAFT

City Attorney Scott E. Porter reported that there was no reportable action taken during the closed session discussion.

PRESENTATIONS

Recognition of Youth Wrestling Champion
Resolution of Commendation for Community & Senior Services Commissioner Paul Blackburn
Police Explorer Recognition

ORAL COMMUNICATIONS - Five (5) minutes per speaker.

Speaker:

James Toma
Daniel Lueranos
Raymonf Edmondson
Brian Jobst
Heidi Freeman
Jerri Potras
Jim Grivich
Renee Chavez
Bill Robinson
Chris Miller
Birdie
Kim Fa'anunu

---End of Public Comment—

CONSENT CALENDAR

ACTION: MOTION BY COUNCILMAN CASTELLANOS AND SECONDED BY MAYOR PRO TEM WU, CARRIED 5-0 to Approve Consent Calendar 1 thru 3 and 5 thru 6.

ACTION: MOTION BY COUNCILMAN CASTELLANOS AND SECONED BY COUNCILWOMAN LOPEZ-VIADO, CARRIED 5-0, to Approve Consent Calendar Item 4. (Pulled by CASTELLANOS for further discussion)

ACTION: MOTION BY MAYOR JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 5-0, to Approve Consent Calendar Item 7. (Pulled by JOHNSON for further discussion)

APPROVAL OF MEETING MINUTES

1) **FEBRUARY 5, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION AND REGULAR MEETING MINUTES**
FEBRUARY 19, 2019, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION AND REGULAR MEETING MINUTES

CARRIED 5-0 to: receive and file the Closed Session and Regular Meeting Minutes of February 5, 2019, and the Closed Session and Regular Meeting Minutes of February 19, 2019.

INVESTMENT REPORT (receive & file)

2) **INVESTMENT REPORT FOR THE MONTH ENDED JANUARY 31, 2019**

CARRIED 5-0 to: receive and file the Investment Report for the month ended January 31, 2019.

ORDINANCES FOR ADOPTION - Procedural Waiver.

3) **ADOPTION OF ORDINANCE NO. 2448 - REPEALING AND REENACTING SECTION 19-1 OF ARTICLE 1 OF CHAPTER 19 OF THE MUNICIPAL CODE RELATED TO STANDARDS FOR CITY STREETS AND CONSTRUCTION**

CARRIED 5-0 to: adopt the following ordinance:

ORDINANCE NO. 2448 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REENACTING SECTION 19-1 OF ARTICLE 1 OF CHAPTER 19 OF THE MUNICIPAL CODE RELATED TO STANDARDS FOR CITY STREETS AND CONSTRUCTION

COMMUNITY DEVELOPMENT

4) **ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR DOOR ACCESS CONTROL SYSTEM AT CITY FACILITIES (PROJECT NO. BP-17006)**
(Item 4 pulled by Councilmember Castellanos for further discussion)

ACTION: MOTION BY COUNCILMAN CASTELLANOS AND SECONDED BY COUNCILWOMAN LOPEZ-VIADO, CARRIED 5-0 to: take the following actions:

1. Accept the public construction improvements for (Project No. BP-17006);
2. Authorize recordation of Notice of Completion with the Los Angeles County Recorder; and
3. Authorize release of retention funds 35 days after recordation of the Notice of Completion.

DRAFT

5) **ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR RESIDENTIAL STREETS REHABILITATION PROJECT AT VARIOUS LOCATIONS (PROJECT NO. SP-17029)**

CARRIED 5-0 to: take the following actions:

1. Accept the public improvements for the Residential Streets Rehabilitation Project (Project No. SP-17029);
2. Authorize recordation of Notice of Completion with the Los Angeles County Recorder; and
3. Authorize release of retention funds 35 days after recordation of the Notice of Completion.

6) **RELEASE OF FAITHFUL PERFORMANCE GUARANTEE FOR 1000 AND 1050 LAKES DRIVE**

CARRIED 5-0 to: accept all on-site improvements for 1000 and 1050 Lakes Drive and authorize the release of the Performance Security cash deposit in the amount of $36,200.

PUBLIC SERVICES

7) **APPROVE BLANKET PURCHASE ORDER TO J & L CUSTOM AUTO BODY REPAIR FOR FISCAL YEAR 2018-19**

(Item 7 pulled by Mayor Johnson for further discussion)

ACTION: MOTION BY MAYOR JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 5-0 to: take the following action:

1. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-330 (b), which states that the City Council can dispense with the competitive bidding procedures upon finding that it will prove impracticable or uneconomical and authorize a purchase order for J & L Custom Auto Body Repair totaling $100,000 from Account No. 365.41.4170.6417 and authorize the City Manager or her designee to execute related purchase documents.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

FINANCE

8) **COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND OTHER RELATED REPORTS FOR THE YEAR ENDED JUNE 30, 2018**

DRAFT

ACTION: MOTION BY COUNCILMEMBER SHEWMAKER AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 5-0 to: submit to the City Council the following letters and financial reports for the year ended June 30, 2018:

- Comprehensive Annual Financial Report;
- Government Auditing Standards Letter;
- Audit Communication Letter;
- West Covina Housing Authority Fund Financial Report;
- West Covina Housing Authority Fund Addendum to the Annual Progress Report; and Air Quality Improvement Fund Financial Statements.

CITY MANAGER'S OFFICE

9) **APPOINTMENT POWERS OF THE CITY MANAGER**

ACTION: MOTION BY MAYOR PRO TEM WU AND SECONDED BY COUNILMEMBER SHEWMAKER, CARRIED 4-1(JOHNSON) to: introduce by title, waive further reading of the following ordinance:

ORDINANCE NO. 2454 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AMENDING SECTION 2-151 OF THE WEST COVINA MUNICIPAL CODE, REGARDING THE APPOINTMENT POWERS OF THE CITY MANAGER

COMMUNITY DEVELOPMENT

10) **REQUEST FOR PROPOSALS FOR DEVELOPMENT OPPORTUNITY SITE AT FORMER BKK LANDFILL SITE**

ACTION: MOTION BY MAYOR PRO TEM WU AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-1(JOHNSON) to: authorize the City Manager to release a Request for Proposals (RFP) for development of the Development Opportunity Site at the BKK landfill (APN Nos: 8735-001-919, 8735-001-920, 8735-001-931, 8735-002-906, 8735-002-909, 8735-002-910, and 8735-002-018).

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

11) **REQUEST FROM MAYOR LLOYD JOHNSON REQUESTING THE CITY COUNCIL'S CONSIDERATION TO CANCEL WATER SERVICE LINE COVERAGE WITH SERVICE LINE WARRANTIES OF AMERICA, INC.**

ACTION: MOTION BY CONSENSUS, to provide staff direction.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

None

CITY COUNCIL COMMENTS

None

ADJOURNMENT

The meeting was adjourned the meeting at 9:58 p.m., by Mayor Johnson. The next City Council Meeting will be held on Tuesday, April 02, 2019 at the West Covina City Council Chambers, 1444 West Garvey Avenue South, West Covina, California 91790.

Submitted by:

_____
Carrie Gallagher, CMC
Assistant City Clerk

_____
Lloyd Johnson
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 21, 2019, 7:00 PM
SPECIAL MEETING - CLOSED SESSION

CITY MANAGER'S CONFERENCE ROOM
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

DRAFT

CALL TO ORDER

A Special-Closed Session Meeting was called to order on Thursday, March 21, 2019 at 6:00 p.m. held in the City Manager's Conference Room, 1444 West Garvey Avenue South, West Covina, California 91790, by Mayor Lloyd Johnson.

ROLL CALL

Council Members
Present: Council Members Dario Castellanos, Letty Lopez-Viado, Jessica C. Shewmaker, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Council Members
Absent: None

City Staff: Scott Porter City Attorney

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT (authorized by Government Code section 54957(b)(2))
Title: Interim City Manager

ADJOURNMENT

The meeting was adjourned at 9:48 p.m. The meeting was continued on Friday, March 22, 2019 at 7:00 p.m. which was adjourned at 9:50 p.m. The next Regular Meeting was scheduled on Tuesday, April 02, 2019 at 7:00 p.m. held in the West Covina City Council Chamber, 1444 West Garvey Avenue South, West Covina, California 91790.

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 22, 2019, 7:00 PM
SPECIAL MEETING - CLOSED SESSION

CITY MANAGER'S CONFERENCE ROOM
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

CALL TO ORDER

A Special-Closed Session Meeting was called to order on Friday, March 21, 2019 at 7:00 p.m. held in the City Manager's Conference Room, 1444 West Garvey Avenue South, West Covina, California 91790, by Mayor Lloyd Johnson.

ROLL CALL

Council Members
Present: Council Members Dario Castellanos, Letty Lopez-Viado, Jessica C. Shewmaker, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Council Members
Absent: None

City Staff: Scott Porter City Attorney

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT (authorized by Government Code section 54957(b)(2))
Title: Interim City Manager

DRAFT

ADJOURNMENT

The meeting was continued on Friday, March 22, 2019 at 7:00 p.m. from Thursday, March 21, 2019 which was adjourned at 9:50 p.m. The next Regular Meeting was scheduled on Tuesday, April 02, 2019 at 7:00 p.m. held in the West Covina City Council Chamber, 1444 West Garvey Avenue South, West Covina, California 91790.

DRAFT

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: **INVESTMENT REPORT FOR THE MONTH ENDED FEBRUARY 28, 2019**

RECOMMENDATION:

It is recommended that the City Council receive and file the Investment Report for the month ended February 28, 2019.

DISCUSSION:

The Investment Report (Attachment No. 1) presents the City's and the Successor Agency's cash and investments for the month ended February 28, 2019. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as, reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. The City's Investment Policy was last revised and adopted by City Council on June 5, 2018. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months.

The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield. The City's surplus funds are with the Los Angeles County Investment Pool (LACIP) and Chandler Asset Management. At February 28, 2019, the investment portfolio had a market value of $59,587,741.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. At February 28, 2019, the bond reserves had a market value of $7,145,027.

Prepared by: Todd H. Owens, Accounting Manager
Additional Approval: Robbeyn Bird, Interim Finance Director

Attachments

Attachment No. 1 - Investment Report
Chandler Report

City of West Covina
Investment Report
For the Month Ended February 28, 2019

Description	Book Value	Market Value	Interest/ Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Wells Fargo Checking Account	$ 15,312,581	$ 15,312,581	0.00%	n/a	22.95%
Pacific Western Bank Checking - HPP (CDBG)	8,568	8,568	0.00%	n/a	0.01%
Pacific Western Bank Checking - HPP (LMIHF)	12,256	12,256	0.00%	n/a	0.02%
Los Angeles County Investment Pool (LACIP)	19,371,015	19,371,015	2.18%	n/a	29.03%
Money Market Fund - Bank of the West	504,756	504,756	0.63%	n/a	0.76%
Wells Fargo Checking Account - Successor Agency	236,566	236,566	0.00%	n/a	0.35%
Wells Fargo Checking Account - CFD	493,460	493,460	0.00%	n/a	0.74%
Los Angeles County Investment Pool (LACIP) - Successor Agency	1,564,081	1,564,081	2.18%	n/a	2.34%
Investments - Chandler Asset Management					
Asset-Backed Securities	754,219	753,817	2.74%	See attached	1.13%
Federal Agencies	7,258,757	7,139,248	2.53%	See attached	10.70%
Collateralized Mortgage Obligation	151,965	150,476	2.88%	See attached	0.23%
Money Market Funds	127,800	127,800	2.01%	See attached	0.19%
Supranationals	2,178,828	2,149,861	2.62%	See attached	3.22%
US Corporate	6,132,603	6,062,508	2.74%	See attached	9.08%
US Treasury	5,795,000	5,700,748	2.53%	See attached	8.54%
Total Cash and Investments	**$ 59,902,455**	**$ 59,587,741**			
Bond Reserves					
Lease Revenue Bonds, 2006 Series A & 2006 Series B (Taxable)					
First American Treasury Obligations Fund Class D	$ 1,071,000	$ 1,071,000	1.85%	n/a	1.60%
First American Treasury Obligations Fund Class D	585,372	585,372	1.85%	n/a	0.88%
1996 Special Tax Refunding Bonds - Successor Agency					
Westdeutsche Landesbank Girozentrale Investment Agmt	5,002,670	5,002,670	7.01%	9/1/2022	7.50%
First American Treasury Obligations Fund Class D	485,985	485,985	1.85%	n/a	0.73%
Total Bond Reserves	**$ 7,145,027**	**$ 7,145,027**			
Total Investment Portfolio	**$ 67,047,482**	**$ 66,732,768**			**100.00%**

Blended Yield of Cash and Investments *	**2.38%**

Benchmarks:	
LAIF	2.39%
LACIP *	2.18%
6mo U.S. Treasury	2.50%
2yr U.S. Treasury	2.52%
5yr U.S. Treasury	2.52%

* To ensure timely submission of the Investment Report, the prior month's LACIP percentage yield is used.

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:

Todd H. Owens - Accounting Manager

REVIEWED BY:

Colleen B. Rozatti - City Treasurer

APPROVED BY:

Mark Baxter - Acting Finance Director

City of West Covina Short Term - Account #10479

MONTHLY ACCOUNT STATEMENT

FEBRUARY 1, 2019 THROUGH FEBRUARY 28, 2019

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

Custodian
US Bank
Christopher Isles
(503) 464-3685

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

City of West Covina Short Term

Account #10479

Portfolio Summary

As of February 28, 2019

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.43
Average Coupon	1.73%
Average Purchase YTM	1.48%
Average Market YTM	2.60%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.52 yrs
Average Life	1.47 yrs

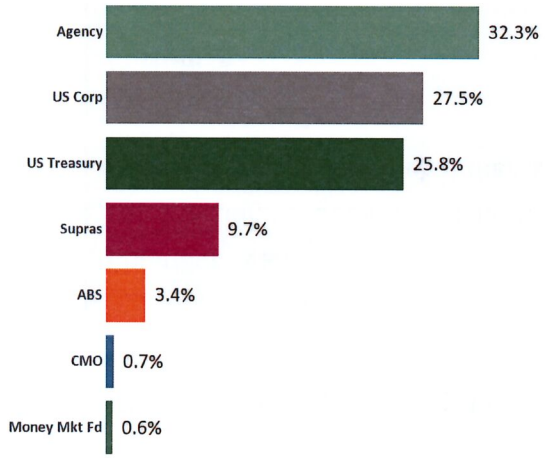
ACCOUNT SUMMARY

	Beg. Values as of 1/31/19	End Values as of 2/28/19
Market Value	22,049,196	22,084,458
Accrued Interest	81,584	80,276
Total Market Value	**22,130,780**	**22,164,734**
Income Earned	27,345	27,205
Cont/WD		-1,841
Par	22,322,552	22,353,330
Book Value	22,372,500	22,399,172
Cost Value	22,513,173	22,544,050

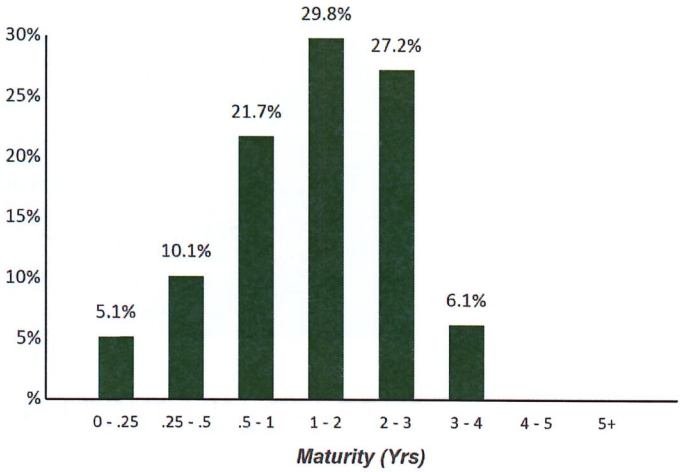
TOP ISSUERS

Government of United States	25.8%
Federal National Mortgage Assoc	15.7%
Federal Home Loan Mortgage Corp	11.0%
Federal Home Loan Bank	6.2%
International Finance Corp	5.3%
Inter-American Dev Bank	4.4%
Microsoft	2.7%
Bank of New York	2.3%
Total	**73.5%**

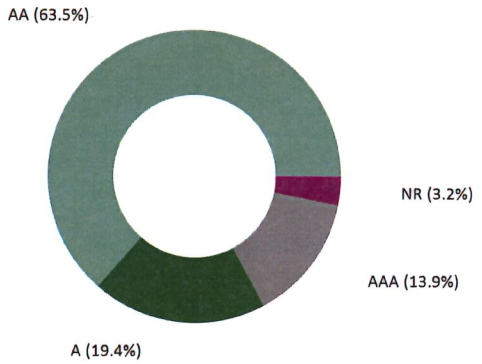
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	*Annualized* 2YRS	3YRS	5YRS	10YRS	7/31/2016
City of West Covina Short Term	0.16%	1.20%	0.52%	2.47%	1.43%	N/A	N/A	N/A	1.07%
ICE BAML 1-3 Yr US Treasury/Agency Index	0.10%	1.16%	0.37%	2.30%	1.09%	N/A	N/A	N/A	0.75%

Reconciliation Summary

As of February 28, 2019

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$22,372,500.30**
Acquisition		
+ Security Purchases	$194,987.44	
+ Money Market Fund Purchases	$107,972.88	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$302,960.32**
Dispositions		
- Security Sales	$0.00	
- Money Market Fund Sales	$194,987.44	
- MMF Withdrawals	$1,840.67	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturites	$0.00	
- Calls	$0.00	
- Principal Paydowns	$75,366.72	
Total Dispositions		**$272,194.83**
Amortization/Accretion		
+/- Net Accretion	($4,093.54)	
		($4,093.54)
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$22,399,172.25**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$216,655.51**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$32,336.78	
Dividend Received	$269.38	
Principal on Maturities	$0.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$75,366.72	
Total Acquisitions	**$107,972.88**	
Dispositions		
Withdrawals	$1,840.67	
Security Purchase	$194,987.44	
Accrued Interest Paid	$0.00	
Total Dispositions	**$196,828.11**	
ENDING BOOK VALUE		**$127,800.28**

Holdings Report

As of February 28, 2019

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	17,287.55	07/11/2017 1.60%	17,286.05 17,286.93	99.93 2.77%	17,274.95 12.21	0.08% (11.98)	Aaa / NR AAA	1.13 0.06
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	119,249.82	07/25/2017 1.59%	119,248.66 119,249.28	99.77 2.63%	118,979.46 83.74	0.54% (269.82)	Aaa / AAA NR	1.38 0.22
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	120,746.38	01/23/2018 2.12%	120,734.04 120,738.96	99.80 2.80%	120,503.90 112.70	0.54% (235.06)	Aaa / AAA NR	1.63 0.34
47788CAB8	John Deere Owner Trust 2018-A A2 2.42% Due 10/15/2020	113,960.02	Various 2.51%	113,841.80 113,885.35	99.92 2.71%	113,863.48 122.58	0.51% (21.87)	Aaa / NR AAA	1.63 0.31
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	104,285.89	04/27/2018 2.62%	102,664.57 103,075.29	99.26 2.71%	103,513.65 77.87	0.47% 438.36	Aaa / AAA NR	2.47 0.72
43814WAB1	HAROT 2019-1 A2 2.75% Due 9/20/2021	195,000.00	02/19/2019 2.77%	194,987.44 194,987.47	100.01 2.76%	195,013.85 59.58	0.88% 26.38	NR / AAA AAA	2.56 1.03
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	35,000.00	07/11/2017 1.83%	34,997.44 34,998.42	99.21 2.83%	34,723.29 28.31	0.16% (275.13)	Aaa / NR AAA	2.63 0.79
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	50,000.00	02/21/2018 2.68%	49,996.41 49,997.28	99.89 2.76%	49,944.50 59.11	0.23% (52.78)	Aaa / NR AAA	3.14 1.26
Total ABS		**755,529.66**	**2.34%**	**753,756.41** **754,218.98**	**2.74%**	**753,817.08** **556.10**	**3.40%** **(401.90)**	**Aaa / AAA** **AAA**	**2.08** **0.62**
AGENCY									
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	565,000.00	07/29/2016 0.89%	570,938.15 565,827.45	99.47 2.50%	562,022.45 588.54	2.54% (3,805.00)	Aaa / AA+ AAA	0.42 0.42
3135G0P49	FNMA Note 1% Due 8/28/2019	700,000.00	09/02/2016 1.06%	698,782.00 699,798.12	99.26 2.50%	694,812.30 19.44	3.13% (4,985.82)	Aaa / AA+ AAA	0.50 0.49
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	700,000.00	08/05/2016 0.97%	706,153.00 701,150.34	99.26 2.51%	694,823.50 3,621.52	3.15% (6,326.84)	Aaa / AA+ AAA	0.59 0.58
3137EAEE5	FHLMC Note 1.5% Due 1/17/2020	350,000.00	01/12/2017 1.54%	349,622.00 349,888.84	99.09 2.54%	346,818.50 641.67	1.57% (3,070.34)	Aaa / AA+ AAA	0.88 0.87
3135G0A78	FNMA Note 1.625% Due 1/21/2020	350,000.00	10/14/2016 1.16%	355,204.50 351,424.57	99.20 2.53%	347,196.50 631.94	1.57% (4,228.07)	Aaa / AA+ AAA	0.90 0.88
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	350,000.00	06/29/2017 1.58%	348,015.50 349,182.06	98.65 2.55%	345,282.00 1,604.17	1.57% (3,900.06)	Aaa / AA+ AAA	1.17 1.15

Holdings Report

As of February 28, 2019

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
313383HU8	FHLB Note 1.75% Due 6/12/2020	350,000.00	Various 1.12%	358,197.50 352,772.12	99.00 2.54%	346,495.10 1,344.10	1.57% (6,277.02)	Aaa / AA+ NR	1.29 1.26
3135G0D75	FNMA Note 1.5% Due 6/22/2020	700,000.00	07/29/2016 1.03%	712,474.00 704,195.96	98.64 2.56%	690,454.10 2,012.50	3.12% (13,741.86)	Aaa / AA+ AAA	1.32 1.29
3135G0F73	FNMA Note 1.5% Due 11/30/2020	350,000.00	07/29/2016 1.10%	355,939.50 352,398.28	98.19 2.56%	343,657.30 1,327.08	1.56% (8,740.98)	Aaa / AA+ AAA	1.76 1.71
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	350,000.00	07/29/2016 1.13%	353,846.50 351,663.35	97.81 2.52%	342,350.40 173.78	1.55% (9,312.95)	Aaa / AA+ AAA	1.98 1.93
3135G0K69	FNMA Note 1.25% Due 5/6/2021	350,000.00	07/22/2016 1.27%	349,744.50 349,883.30	97.33 2.51%	340,650.10 1,397.57	1.54% (9,233.20)	Aaa / AA+ AAA	2.19 2.13
313379RB7	FHLB Note 1.875% Due 6/11/2021	350,000.00	08/15/2017 1.73%	351,802.50 351,076.33	98.44 2.58%	344,548.05 1,458.33	1.56% (6,528.28)	Aaa / AA+ AAA	2.28 2.21
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	350,000.00	08/19/2016 1.28%	347,452.00 348,765.21	96.85 2.50%	338,970.10 514.06	1.53% (9,795.11)	Aaa / AA+ AAA	2.38 2.32
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	350,000.00	08/19/2016 1.32%	346,720.50 348,383.73	96.77 2.49%	338,683.10 207.81	1.53% (9,700.63)	Aaa / AA+ AAA	2.45 2.40
3135G0S38	FNMA Note 2% Due 1/5/2022	725,000.00	Various 1.88%	728,871.25 727,381.97	98.55 2.53%	714,458.50 2,255.56	3.23% (12,923.47)	Aaa / AA+ AAA	2.85 2.74
3135G0T45	FNMA Note 1.875% Due 4/5/2022	355,000.00	06/19/2017 1.88%	354,946.40 354,965.36	98.04 2.54%	348,025.67 2,699.48	1.58% (6,939.69)	Aaa / AA+ AAA	3.10 2.97
Total Agency		**7,245,000.00**	**1.28%**	**7,288,709.80** **7,258,756.99**	**2.53%**	**7,139,247.67** **20,497.55**	**32.30%** **(119,509.32)**	**Aaa / AA+** **AAA**	**1.53** **1.49**
CMO									
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	150,000.00	01/04/2018 2.37%	152,835.94 151,965.28	100.32 2.88%	150,475.95 373.88	0.68% (1,489.33)	NR / NR AAA	2.58 2.26
Total CMO		**150,000.00**	**2.37%**	**152,835.94** **151,965.28**	**2.88%**	**150,475.95** **373.88**	**0.68%** **(1,489.33)**	**NR / NR** **AAA**	**2.58** **2.26**

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	127,800.28	Various 2.01%	127,800.28 127,800.28	1.00 2.01%	127,800.28 0.00	0.58% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		**127,800.28**	**2.01%**	**127,800.28** **127,800.28**	**2.01%**	**127,800.28** **0.00**	**0.58%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
SUPRANATIONAL									
45950KCD0	International Finance Corp Note 1.75% Due 9/16/2019	700,000.00	08/05/2016 1.02%	715,554.00 702,729.50	99.52 2.64%	696,626.70 5,614.58	3.17% (6,102.80)	Aaa / AAA NR	0.55 0.54
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	290,000.00	04/05/2017 1.70%	289,312.70 289,732.65	98.84 2.61%	286,637.45 1,426.84	1.30% (3,095.20)	Aaa / AAA AAA	1.20 1.18
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/9/2020	350,000.00	08/05/2016 1.21%	363,261.50 355,282.41	99.13 2.65%	346,941.00 2,313.89	1.58% (8,341.41)	Aaa / AAA AAA	1.70 1.64
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	215,000.00	01/18/2018 2.35%	214,367.90 214,598.59	99.29 2.63%	213,476.30 483.75	0.97% (1,122.29)	Aaa / AAA NR	1.91 1.85
45950KCJ7	International Finance Corp Note 1.125% Due 7/20/2021	275,000.00	11/09/2016 1.64%	268,576.00 271,729.87	96.61 2.59%	265,689.88 352.34	1.20% (6,039.99)	Aaa / AAA NR	2.39 2.34
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	345,000.00	01/10/2017 2.15%	344,575.65 344,755.06	98.69 2.60%	340,489.47 875.68	1.54% (4,265.59)	Aaa / NR AAA	2.89 2.77
Total Supranational		**2,175,000.00**	**1.53%**	**2,195,647.75** **2,178,828.08**	**2.62%**	**2,149,860.80** **11,067.08**	**9.75%** **(28,967.28)**	**Aaa / AAA** **AAA**	**1.55** **1.51**
US CORPORATE									
532457BF4	Eli Lilly & Co Note 1.95% Due 3/15/2019	500,000.00	09/08/2016 1.20%	509,180.00 500,140.76	99.98 2.44%	499,880.50 4,495.84	2.28% (260.26)	A2 / A+ A	0.04 0.05
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	500,000.00	07/12/2016 1.31%	512,145.00 500,658.76	99.96 2.45%	499,787.00 3,850.00	2.27% (871.76)	A1 / A+ AA-	0.15 0.16
594918BN3	Microsoft Note 1.1% Due 8/8/2019	410,000.00	08/01/2016 1.14%	409,577.70 409,938.29	99.40 2.47%	407,536.31 288.14	1.84% (2,401.98)	Aaa / AAA AA+	0.44 0.44

Holdings Report

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US CORPORATE									
084664CK5	Berkshire Hathaway Note 1.3% Due 8/15/2019	205,000.00	08/08/2016 1.33%	204,801.15 204,969.67	99.38 2.65%	203,728.59 118.44	0.92% (1,241.08)	Aa2 / AA A+	0.46 0.46
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	500,000.00	Various 1.36%	514,405.00 502,447.38	99.81 2.66%	499,041.00 5,430.56	2.28% (3,406.38)	A1 / A AA-	0.53 0.52
68389XAX3	Oracle Corp Note 2.25% Due 10/8/2019	250,000.00	08/09/2016 1.32%	257,177.50 251,376.93	99.65 2.82%	249,137.25 2,234.38	1.13% (2,239.68)	A1 / AA- A	0.61 0.60
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 1/23/2020	445,000.00	08/26/2016 1.81%	451,363.50 446,683.25	99.47 2.85%	442,636.16 1,056.88	2.00% (4,047.09)	A2 / A- AA-	0.90 0.88
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	250,000.00	07/15/2016 1.67%	254,060.00 251,055.16	99.35 2.88%	248,364.50 462.85	1.12% (2,690.66)	A2 / A- A+	0.92 0.90
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	150,000.00	11/01/2016 1.57%	150,873.00 150,255.78	99.12 2.68%	148,674.30 116.67	0.67% (1,581.48)	Aa3 / A+ A+	0.96 0.95
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	500,000.00	07/26/2016 1.49%	513,955.00 504,474.42	99.14 2.96%	495,724.50 3,156.26	2.25% (8,749.92)	A2 / A- NR	1.22 1.19
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	90,000.00	05/24/2017 1.82%	89,947.80 89,978.00	98.94 2.66%	89,041.59 387.00	0.40% (936.41)	A2 / A A	1.27 1.24
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	390,000.00	02/06/2017 2.17%	391,836.90 390,826.13	99.03 2.89%	386,217.78 2,940.17	1.76% (4,608.35)	A3 / A A	1.68 1.62
44932HAG8	IBM Credit Corp Note 2.65% Due 2/5/2021	250,000.00	02/14/2018 2.84%	248,662.50 249,128.47	99.47 2.93%	248,675.50 478.47	1.12% (452.97)	A1 / A A	1.94 1.87
037833BS8	Apple Inc Callable Note Cont 1/23/2021 2.25% Due 2/23/2021	250,000.00	08/19/2016 1.57%	257,375.00 253,252.36	99.17 2.68%	247,922.75 125.00	1.12% (5,329.61)	Aa1 / AA+ NR	1.99 1.93
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	250,000.00	07/11/2016 1.43%	258,810.00 253,808.46	99.11 2.68%	247,785.00 2,777.50	1.13% (6,023.46)	Aaa / AA+ NR	2.01 1.93
166764BG4	Chevron Corp Callable Note Cont 4/15/2021 2.1% Due 5/16/2021	250,000.00	08/16/2016 1.66%	255,022.50 252,341.51	98.61 2.75%	246,513.75 1,531.25	1.12% (5,827.76)	Aa2 / AA NR	2.21 2.14
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	250,000.00	08/26/2016 1.71%	252,750.00 251,293.55	97.90 2.93%	244,747.75 1,381.25	1.11% (6,545.80)	A1 / A AA-	2.22 2.14

Holdings Report

As of February 28, 2019

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	200,000.00	08/26/2016 1.60%	199,536.00 199,770.70	97.41 2.65%	194,828.60 198.06	0.88% (4,942.10)	Aaa / AAA AA+	2.44 2.37
69371RN44	Paccar Financial Corp Note 1.65% Due 8/11/2021	225,000.00	01/25/2017 2.57%	216,153.00 220,218.13	96.38 3.20%	216,853.20 206.25	0.98% (3,364.93)	A1 / A+ NR	2.45 2.37
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	250,000.00	07/25/2017 2.45%	249,977.50 249,984.66	98.16 3.02%	245,411.75 561.46	1.11% (4,572.91)	A2 / A A+	3.41 3.24
Total US Corporate		**6,115,000.00**	**1.64%**	**6,197,609.05** **6,132,602.37**	**2.74%**	**6,062,507.78** **31,796.43**	**27.50%** **(70,094.59)**	**A1 / A+** **A+**	**1.21** **1.17**
US TREASURY									
912828WS5	US Treasury Note 1.625% Due 6/30/2019	375,000.00	07/20/2016 0.84%	383,497.35 375,957.34	99.71 2.50%	373,901.25 1,010.01	1.69% (2,056.09)	Aaa / AA+ AAA	0.33 0.33
912828G95	US Treasury Note 1.625% Due 12/31/2019	750,000.00	07/25/2016 0.96%	766,848.22 754,101.12	99.24 2.54%	744,316.50 2,020.02	3.37% (9,784.62)	Aaa / AA+ AAA	0.84 0.82
912828UL2	US Treasury Note 1.375% Due 1/31/2020	375,000.00	08/05/2016 0.91%	380,992.47 376,584.16	98.95 2.54%	371,044.88 413.07	1.68% (5,539.28)	Aaa / AA+ AAA	0.92 0.91
912828UV0	US Treasury Note 1.125% Due 3/31/2020	375,000.00	08/05/2016 0.92%	377,799.11 375,832.79	98.49 2.54%	369,345.75 1,761.68	1.67% (6,487.04)	Aaa / AA+ AAA	1.09 1.06
912828K58	US Treasury Note 1.375% Due 4/30/2020	225,000.00	06/27/2017 1.52%	224,113.06 224,635.64	98.64 2.56%	221,950.13 1,034.10	1.01% (2,685.51)	Aaa / AA+ AAA	1.17 1.14
912828VF4	US Treasury Note 1.375% Due 5/31/2020	375,000.00	08/05/2016 0.99%	380,391.88 376,770.18	98.55 2.56%	369,565.50 1,289.06	1.67% (7,204.68)	Aaa / AA+ AAA	1.25 1.23
912828L99	US Treasury Note 1.375% Due 10/31/2020	250,000.00	12/14/2016 1.77%	246,319.20 248,414.34	98.08 2.56%	245,205.00 1,149.00	1.11% (3,209.34)	Aaa / AA+ AAA	1.67 1.63
912828N48	US Treasury Note 1.75% Due 12/31/2020	250,000.00	01/24/2018 2.20%	246,796.88 247,993.19	98.59 2.54%	246,464.75 725.14	1.12% (1,528.44)	Aaa / AA+ AAA	1.84 1.79
912828N89	US Treasury Note 1.375% Due 1/31/2021	375,000.00	08/11/2016 1.07%	380,054.97 377,173.05	97.83 2.54%	366,855.38 413.07	1.66% (10,317.67)	Aaa / AA+ AAA	1.93 1.88
912828P87	US Treasury Note 1.125% Due 2/28/2021	350,000.00	06/27/2017 1.66%	343,397.66 346,405.89	97.28 2.53%	340,470.55 10.70	1.54% (5,935.34)	Aaa / AA+ AAA	2.00 1.96
912828WN6	US Treasury Note 2% Due 5/31/2021	750,000.00	Various 1.51%	766,555.25 757,966.84	98.89 2.51%	741,650.26 3,750.00	3.36% (16,316.58)	Aaa / AA+ AAA	2.25 2.18

Holdings Report

As of February 28, 2019

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US TREASURY									
912828S76	US Treasury Note 1.125% Due 7/31/2021	250,000.00	05/30/2017 1.69%	244,366.07 246,731.43	96.78 2.50%	241,943.25 225.31	1.09% (4,788.18)	Aaa / AA+ AAA	2.42 2.36
912828G87	US Treasury Note 2.125% Due 12/31/2021	165,000.00	06/29/2017 1.80%	167,307.98 166,453.54	99.01 2.49%	163,362.87 581.15	0.74% (3,090.67)	Aaa / AA+ AAA	2.84 2.72
912828V72	US Treasury Note 1.875% Due 1/31/2022	200,000.00	07/25/2017 1.82%	200,492.86 200,318.72	98.25 2.50%	196,507.80 300.41	0.89% (3,810.92)	Aaa / AA+ AAA	2.93 2.82
912828J43	US Treasury Note 1.75% Due 2/28/2022	355,000.00	03/13/2017 2.14%	348,580.68 351,118.63	97.88 2.49%	347,456.25 16.88	1.57% (3,662.38)	Aaa / AA+ AAA	3.00 2.90
912828XG0	US Treasury Note 2.125% Due 6/30/2022	365,000.00	08/15/2017 1.82%	370,176.81 368,543.41	98.82 2.49%	360,708.33 1,285.57	1.63% (7,835.08)	Aaa / AA+ AAA	3.34 3.19
Total US Treasury		**5,785,000.00**	**1.39%**	**5,827,690.45 5,795,000.27**	**2.53%**	**5,700,748.45 15,985.17**	**25.79% (94,251.82)**	**Aaa / AA+ AAA**	**1.76 1.70**
TOTAL PORTFOLIO		**22,353,329.94**	**1.48%**	**22,544,049.68 22,399,172.25**	**2.60%**	**22,084,458.01 80,276.21**	**100.00% (314,714.24)**	**Aa1 / AA AAA**	**1.52 1.43**
TOTAL MARKET VALUE PLUS ACCRUED						**22,164,734.22**			

Transaction Ledger

As of February 28, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/01/2019	31846V203	3,531.25	First American Govt Obligation Fund Class Y	1.000	2.01%	3,531.25	0.00	3,531.25	0.00
Purchase	02/01/2019	31846V203	269.38	First American Govt Obligation Fund Class Y	1.000	2.01%	269.38	0.00	269.38	0.00
Purchase	02/05/2019	31846V203	3,312.50	First American Govt Obligation Fund Class Y	1.000	2.01%	3,312.50	0.00	3,312.50	0.00
Purchase	02/08/2019	31846V203	3,805.00	First American Govt Obligation Fund Class Y	1.000	2.01%	3,805.00	0.00	3,805.00	0.00
Purchase	02/11/2019	31846V203	1,856.25	First American Govt Obligation Fund Class Y	1.000	2.01%	1,856.25	0.00	1,856.25	0.00
Purchase	02/12/2019	31846V203	1,968.75	First American Govt Obligation Fund Class Y	1.000	2.01%	1,968.75	0.00	1,968.75	0.00
Purchase	02/15/2019	31846V203	2,645.00	First American Govt Obligation Fund Class Y	1.000	2.01%	2,645.00	0.00	2,645.00	0.00
Purchase	02/15/2019	31846V203	5,868.11	First American Govt Obligation Fund Class Y	1.000	2.01%	5,868.11	0.00	5,868.11	0.00
Purchase	02/15/2019	31846V203	14,414.46	First American Govt Obligation Fund Class Y	1.000	2.01%	14,414.46	0.00	14,414.46	0.00
Purchase	02/15/2019	31846V203	53.08	First American Govt Obligation Fund Class Y	1.000	2.01%	53.08	0.00	53.08	0.00
Purchase	02/15/2019	31846V203	19,181.36	First American Govt Obligation Fund Class Y	1.000	2.01%	19,181.36	0.00	19,181.36	0.00
Purchase	02/15/2019	31846V203	110.83	First American Govt Obligation Fund Class Y	1.000	2.01%	110.83	0.00	110.83	0.00
Purchase	02/15/2019	31846V203	21,826.68	First American Govt Obligation Fund Class Y	1.000	2.01%	21,826.68	0.00	21,826.68	0.00
Purchase	02/15/2019	31846V203	14,962.60	First American Govt Obligation Fund Class Y	1.000	2.01%	14,962.60	0.00	14,962.60	0.00
Purchase	02/18/2019	31846V203	2,406.25	First American Govt Obligation Fund Class Y	1.000	2.01%	2,406.25	0.00	2,406.25	0.00
Purchase	02/23/2019	31846V203	2,812.50	First American Govt Obligation Fund Class Y	1.000	2.01%	2,812.50	0.00	2,812.50	0.00

Transaction Ledger

As of February 28, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/25/2019	31846V203	373.88	First American Govt Obligation Fund Class Y	1.000	2.01%	373.88	0.00	373.88	0.00
Purchase	02/27/2019	43814WAB1	195,000.00	HAROT 2019-1 A2 2.75% Due 9/20/2021	99.994	2.77%	194,987.44	0.00	194,987.44	0.00
Purchase	02/28/2019	31846V203	8,575.00	First American Govt Obligation Fund Class Y	1.000	2.01%	8,575.00	0.00	8,575.00	0.00
Subtotal			**302,972.88**				**302,960.32**	**0.00**	**302,960.32**	**0.00**
TOTAL ACQUISITIONS			**302,972.88**				**302,960.32**	**0.00**	**302,960.32**	**0.00**
DISPOSITIONS										
Sale	02/27/2019	31846V203	194,987.44	First American Govt Obligation Fund Class Y	1.000	2.01%	194,987.44	0.00	194,987.44	0.00
Subtotal			**194,987.44**				**194,987.44**	**0.00**	**194,987.44**	**0.00**
Paydown	02/15/2019	43811BAC8	5,714.11	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	100.000		5,714.11	154.00	5,868.11	0.00
Paydown	02/15/2019	47788BAB0	14,372.51	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		14,372.51	41.95	14,414.46	0.00
Paydown	02/15/2019	47788BAD6	0.00	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		0.00	53.08	53.08	0.00
Paydown	02/15/2019	47788CAB8	18,913.40	John Deere Owner Trust 2018-A A2 2.42% Due 10/15/2020	100.000		18,913.40	267.96	19,181.36	0.00
Paydown	02/15/2019	47788CAC6	0.00	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	100.000		0.00	110.83	110.83	0.00
Paydown	02/15/2019	89237RAB4	21,641.18	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		21,641.18	185.50	21,826.68	0.00
Paydown	02/15/2019	89238BAB8	14,725.52	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		14,725.52	237.08	14,962.60	0.00
Paydown	02/25/2019	3137BFDQ1	0.00	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		0.00	373.88	373.88	0.00
Subtotal			**75,366.72**				**75,366.72**	**1,424.28**	**76,791.00**	**0.00**

Transaction Ledger

As of February 28, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	02/05/2019	31846V203	1,656.93	First American Govt Obligation Fund Class Y	1.000		1,656.93	0.00	1,656.93	0.00
Security Withdrawal	02/25/2019	31846V203	183.74	First American Govt Obligation Fund Class Y	1.000		183.74	0.00	183.74	0.00
Subtotal			**1,840.67**				**1,840.67**	**0.00**	**1,840.67**	**0.00**
TOTAL DISPOSITIONS			**272,194.83**				**272,194.83**	**1,424.28**	**273,619.11**	**0.00**
OTHER TRANSACTIONS										
Interest	02/01/2019	3137EADK2	565,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		3,531.25	0.00	3,531.25	0.00
Interest	02/05/2019	44932HAG8	250,000.00	IBM Credit Corp Note 2.65% Due 2/5/2021	0.000		3,312.50	0.00	3,312.50	0.00
Interest	02/08/2019	594918BN3	410,000.00	Microsoft Note 1.1% Due 8/8/2019	0.000		2,255.00	0.00	2,255.00	0.00
Interest	02/08/2019	594918BP8	200,000.00	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	0.000		1,550.00	0.00	1,550.00	0.00
Interest	02/11/2019	69371RN44	225,000.00	Paccar Financial Corp Note 1.65% Due 8/11/2021	0.000		1,856.25	0.00	1,856.25	0.00
Interest	02/12/2019	3137EAEC9	350,000.00	FHLMC Note 1.125% Due 8/12/2021	0.000		1,968.75	0.00	1,968.75	0.00
Interest	02/15/2019	084664CK5	205,000.00	Berkshire Hathaway Note 1.3% Due 8/15/2019	0.000		1,332.50	0.00	1,332.50	0.00
Interest	02/15/2019	22160KAG0	150,000.00	Costco Wholesale Corp Note 1.75% Due 2/15/2020	0.000		1,312.50	0.00	1,312.50	0.00
Interest	02/18/2019	3130A7CV5	350,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		2,406.25	0.00	2,406.25	0.00
Interest	02/23/2019	037833BS8	250,000.00	Apple Inc Callable Note Cont 1/23/2021 2.25% Due 2/23/2021	0.000		2,812.50	0.00	2,812.50	0.00
Interest	02/28/2019	3135G0P49	700,000.00	FNMA Note 1% Due 8/28/2019	0.000		3,500.00	0.00	3,500.00	0.00

Transaction Ledger

As of February 28, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	02/28/2019	912828J43	355,000.00	US Treasury Note 1.75% Due 2/28/2022	0.000		3,106.25	0.00	3,106.25	0.00
Interest	02/28/2019	912828P87	350,000.00	US Treasury Note 1.125% Due 2/28/2021	0.000		1,968.75	0.00	1,968.75	0.00
Subtotal			**4,360,000.00**				**30,912.50**	**0.00**	**30,912.50**	**0.00**
Dividend	02/01/2019	31846V203	220,186.76	First American Govt Obligation Fund Class Y	0.000		269.38	0.00	269.38	0.00
Subtotal			**220,186.76**				**269.38**	**0.00**	**269.38**	**0.00**
TOTAL OTHER TRANSACTIONS			**4,580,186.76**				**31,181.88**	**0.00**	**31,181.88**	**0.00**

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: CONSIDERATION OF PLACING "SAY NO TO PANHANDLING" SIGNS IN DESIGNATED CITY AREAS-COUNCILWOMAN LOPEZ-VIADO

RECOMMENDATION:

It is recommended that the City Council direct the City Manager to install "Say No To Panhandlers" signs in designated areas within the City.

BACKGROUND:

Panhandling is a solicitation made in person for immediate donation of money or other gratuity. Aggressive panhandling is generally understood as panhandling that uses coercive tactics such as badgering, harassment, threats or demand of money to name a few. Aggressive panhandling has been associated with increased blight within neighborhoods, and raises safety concerns. The issue of panhandling or aggressive panhandling in the City of West Covina (City) has risen over the past few years. Residents have voiced their concerns regarding increased traffic hazards and traffic congestion due to panhandling activity at freeway on-ramps and off-ramps.

During the February 5, 2019 City Council Meeting, Councilwoman Lopez-Viado requested to agendize an item related to the regulation of panhandling along City streets and freeway entrances. Councilwoman Lopez-Viado also requested that City staff research how other neighboring cities such as Upland and Pomona have addressed this problem in their cities and whether signs have helped to minimize the impacts of certain panhandling activity.

This staff report examines whether the City can use similar signage to address similar panhandling problems in the City of West Covina.

DISCUSSION:

FIRST AMENDMENT PROTECTED SPEECH

Requests for money constitute speech protected by the First Amendment. The City, therefore, cannot totally prohibit solicitation activity. The City can, however, enforce existing statutes which relate to aggressive panhandling. The following are examples of statutes that the City can enforce: First, Vehicle Code section 22520.5 generally prohibits solicitation and vending activity within 500 feet of freeway on-ramps; Second, Penal Code section 647c makes it a crime if a person "willfully and maliciously obstructs the free movement of any person" in a place open to the public; Third, Penal Code 602 prohibits specified trespassing activities. Subsection (t) creates a misdemeanor when a person who was previously convicted of a crime in that location refuses to leave, after the property owner (or agent) requests the person leave.

Staff has looked at other cities with respect to their approach to reducing panhandling within city limits:

THE CITY OF UPLAND

The City of Upland created a program through a private committee of residents formed by a member of its City Council. The program was aimed at addressing the City's panhandling issues. The committee decided to place signs in problem areas. The committee received approval from the City Council and the signs were purchased and installed by City staff and handed out to local merchants by the committee volunteers.

The "Say No To Panhandlers" signs were designed to help educate the public about panhandling and according to the Upland Police Department, have reduced panhandling in areas were the signs were placed.

- Metal "No Soliciting Street and Highways" signs were placed at freeway on-ramps and off-ramps by the City and are enforced by Vehicle Code Section 22520.5 which refers to solicitations on freeway on-ramps and off-ramps.
- Cardboard "Say No To Panhandlers" signs were given to local businesses in shopping centers by its volunteer committee as a deterrent only and cannot be enforced by the vehicle code.

The City uses its municipal code section to enforce aggressive panhandling in areas of the City other than the freeway on-ramps and off-ramps. The City of Upland and the courts have collaborated to ensure the enforceability of the City's municipal code section. A violation of its municipal code results in the issuance of a misdemeanor citation. In addition to making the signs, the City of Upland is currently working with CalTrans to have certain signs placed on CalTrans property.

THE CITY OF POMONA

The City of Pomona has installed "Say No To Panhandlers" signs within its City boundaries to reduce panhandling at freeway on-ramps and off-ramps and other adjoining intersections. In addition, the City has partnered with community leaders to distribute "It's Okay To Say No To Panhandlers" signs at other problem locations such as local business where panhandlers tend to gather.

- Metal "Say No To Panhandlers" signs were placed at the freeway on-ramps and off-ramps by City staff. These signs are enforced by Vehicle Code Section 22520.5 which refers to solicitation within 500 feet of freeway on-ramps and off-ramps.
- Cardboard or paper "It's Okay To Say No To Panhandlers" signs were handed out to local business by volunteers for placement in shop windows as a deterrent to stopping panhandling activity. These signs cannot be enforced by the vehicle code section.

The City of Pomona's intent for the signs is to send the message that giving out money in these designated areas increases blight, creates traffic hazards, and reduces the quality of life for nearby residents. The "Say No To Panhandlers" signs are intended to help educate the public about panhandling. According to Pomona's Police Chief, the City has seen approximately 80% reduction in panhandling in areas where the signs were placed.

The City of Pomona also has a municipal code that addresses panhandling. The Pomona municipal code prohibits solicitations within certain areas (e.g. within 25 feet of ATMs) and solicitation in aggressive manners. The majority of the misdemeanor citations issued are rejected or turned into fines by the courts for the violator.

THE CITY OF EASTVALE

The City of Eastvale is patrolled by the Riverside County Sheriff's Department. The City recently adopted a portion of the panhandling sign program from the Upland Police Department. The City Manager was provided direction by the City Council to purchase and install panhandlers signs in the community. To date, no signs have been placed in the City.

The City of Eastvale has an ordinance in place that addresses aggressive panhandling at parks and other designated areas. Citations are issued to violators but unlike Upland, its citations are only fine based and are not prosecuted in the court. The City is responsible for collecting any such fine. Any solicitation on the freeway on-ramps and off-ramps are enforced by the vehicle code. The success of this program within the City of Eastvale is yet to be determined due to the infancy of the program.

CITY OF WEST COVINA

The City of West Covina can follow a similar path taken by the cities of Upland, Pomona and Eastvale by implementing a "Say No To Panhandlers" signs program. The signs could be placed in designated areas of the City and also on freeway property once the signs are made and authorization has been granted by CalTrans. Volunteers can start distributing Cardstock signs to business owners within approximately three to four weeks. Signs placed on CalTrans property could take one month to make and several more weeks to install depending on CalTrans decision to allow the signs on their property.

The Deputy District attorney who oversees criminal prosecutions in West Covina stated the court will accept citations for violations of Vehicle Code section 22520.5 [freeway vending], Penal Code section 647(c) [accosting in public places] and Penal Code 602(t)(2) [trespass after request to leave from place of prior conviction].

LEGAL REVIEW:

With or without a sign in place with respect to on-ramps and off-ramps, the police can issue citations for violations of State law. The proposed "Say No To Panhandlers" signs, would remind the public that they don't have to aid panhandlers. The City's Municipal Code does not carve out special rules which apply only in West Covina regarding aggressive panhandling.

The following statutes, summarized above, potentially apply to panhandling:

California Vehicle Code section 22520.5*.*

"(a) *No person shall solicit, display, sell, offer for sale, or otherwise vend or attempt to vend any merchandise or service while being wholly or partly within any of the following:*

(1) The right-of-way of any freeway, including any on-ramp, off-ramp or roadway shoulder which lies within the right-of-way of the freeway.

(2) Any roadway or adjacent shoulder within 500 feet of a freeway off-ramp or on-ramp.

(3) Any sidewalk within 500 feet of a freeway off-ramp or on-ramp, when vending or attempting to vend to vehicular traffic.

(b) *Subdivision (a) does not apply to roadside rest area or vista point located within a freeway right-of-way which is subject to Section 22520.6, to a tow truck or service vehicle rendering assistance to a disabled vehicle, or to a person issued a permit to vend upon the freeway pursuant to Section 670 of the Streets and Highways Code.*

(c) A violation of this section is an infraction. A second or subsequent conviction of a violation of this section is a misdemeanor."

California Penal Code section 647c:

"Every person who willfully and maliciously obstructs the free movement of any person on any street, sidewalk, or other public place or on or in any place open to the public is guilty of a misdemeanor.

Nothing in this section affects the power of a county or a city to regulate conduct upon a street, sidewalk, or

other public place or on or in a place open to the public."

California Penal Code section 602(t)(2)

"602. Except as provided in subdivisions (u), (v), and (x), and Section 602.8, every person who willfully commits a trespass by any of the following acts is guilty of a misdemeanor: ...

"(t) (1) Entering upon private property, including contiguous land, real property, or structures thereon belonging to the same owner, whether or not generally open to the public, after having been informed by a peace officer at the request of the owner, the owner's agent, or the person in lawful possession, and upon being informed by the peace officer that he or she is acting at the request of the owner, the owner's agent, or the person in lawful possession, that the property is not open to the particular person; or refusing or failing to leave the property upon being asked to leave the property in the manner provided in this subdivision.

(2) This subdivision applies only to a person who has been convicted of a crime committed upon the particular private property."

The City Attorney has reviewed this report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Richard Bell, Captain

Additional Approval: Nikole Bresciani, Assistant City Manager/Public Services Director

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Fiscal Impact

FISCAL IMPACT:

Staff recommends that a total of ten (10) signs be installed along the Interstate 10 Freeway corridor, with permission of Caltrans as appropriate. The signs will cost up to $65 each (including signs, poles, and cement), plus installation labor costs. The Maintenance Division of the Public Services Department will fund the cost of the signs from Account No. 124.41.4151.6254, and will also fund the installation/labor costs of Maintenance Division workers. No additional appropriation is needed for Fiscal Year 2018-19

Attachments

Attachment No. 1 - No Soliciting Sign

Attachment No. 2 - Say No To Panhandlers Sign

Attachment No. 3 - It's OK To Say No To Panhandlers Sign

CITY COUNCIL GOALS & OBJECTIVES: Identify Resources & Programs for Homeless Solutions

ATTACHMENT NO. 1



ATTACHMENT NO. 2



IT'S OK TO SAY NO



TO PANHANDLERS

POMONA
POLICE DEPT
(909) 622-1241

30-605(a) PPC
Panhandling in Public
Right of Way

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: EVALUATION OF SENIOR DISCOUNT FOR CITY TRANSPORTATION-COUNCILMEMBER SHEWMAKER

RECOMMENDATION:

It is recommended that the City Council direct the City Manager to reduce the Dial A Ride and City Shuttle fare from $1.00 per ride (one way) to $0.50 per ride for seniors ages 55 and over.

BACKGROUND:

This item was requested to be agendized by Councilmember Jessica Shewmaker at the March 5, 2019 City Council Meeting.

DISCUSSION:

MV Transportation, Inc. (MV) has staffed and managed the City of West Covina's Fixed Route Shuttle (Shuttle) and Dial-A-Ride (DAR) services since March 2014. The Shuttle service consists of three alignments (Red, Blue, and Green) that operate Monday-Friday from 6:30 a.m. to 7:00 p.m. The estimated annual hours of operation for the Shuttle service are 11,650, with over 47,925 annual passengers in Fiscal Year (FY) 2017-18. The City Shuttle program is open to riders of all ages including school-age children. The DAR operates Monday-Friday from 8:00 a.m. to 5:30 p.m., and Sunday from 8:00 a.m. to 2:30 p.m. The estimated annual hours of operation for the DAR service are 7,600, with over 15,945 annual passengers in FY 2017-18. The City's DAR program predominately serves seniors and individuals who are disabled.

Fare revenue offsets the contract cost of providing the services. Fare rates are set by the City. The current fare of $1 for a one-way trip on the Dial-A-Ride or Shuttle was made effective on January 6, 2014, with the September 17, 2013, approval of the City Fee Schedule. The increase in the fare from $0.50 to $1.00 was recommended by staff in June 2013 to offset anticipated higher fuel costs and the expected increase in a new contract which required new vehicles. It should be noted that this occurred prior to the award of the transit contract to MV in December 2013.

Revenue collected in FY 2017-18 for the DAR program totaled $14,507. Revenue collected for the Shuttle program totaled $45,415. If the City provides a senior discount for riders of either or both the transit programs, it is reasonable to expect that the City would need to use additional transportation funds from Prop C and Measure R to compensate for the loss of fare revenue. A reduction in fare, however, may potentially increase ridership, helping to make up the difference. MV is able to accommodate the decrease in fare cost for seniors, but the drivers do not make change and only take the exact fare amount.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Additional Approval: Nikole Bresciani, Assistant City Manager/Public Services Director

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Fiscal Impact

FISCAL IMPACT:

There are sufficient funds available in Prop C and Measure R to compensate for the loss in fare revenue which may result from a discount in the fare for senior riders. There is no impact to the General Fund.

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: APPROVAL OF AGREEMENT WITH MUNITEMPS FOR INTERIM HUMAN RESOURCES/RISK MANAGEMENT DIRECTOR SERVICES

RECOMMENDATION:

It is recommended that the City Council approve the agreement with MuniTemps for Interim Human Resources/Risk Management Director Services in an amount not to exceed $80,000.

DISCUSSION:

The previous Human Resources/Risk Management Director gave notice of his resignation at the end of February 2019. With his last day slated for Friday, March 8th, City staff reached out to MuniTemps to interview and hire a temporary Interim Human Resources/Risk Management Director. With the resignation, it was imperative to have someone with experience to be able to step right in and oversee day-to-day operations of the Human Resources/Risk Management Department with the volume of personnel matters, litigation and claims the City receives. In addition, with the resignation of the former City Manager effective March 5, 2019, the recruitment for an Interim City Manager and permanent City Manager needed to begin immediately.

The Interim Human Resources/Risk Management Director began on Monday, March 11, 2019, and is budgeted to be in this role through June 30, 2019, however that could change if the City hires a permanent Human Resources/Risk Management Director by that time. The Acting City Manager signed under her authority until the item could be brought before the City Council.

The City reserves the right to adjust hours, length of contract, or contract personnel assigned to the City.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Nikole Bresciani, Assistant City Manager/Public Services Director

Fiscal Impact

FISCAL IMPACT:

The City Council approved a budget amendment at the April 2, 2019 City Council Meeting appropriating the funds for this professional service. $80,000 was the projection from March 11, 2019 thru June 30, 2019 for 40 hours per week, 16 weeks, at $125/hour.

Attachments

Attachment No. 1 - Muni Temps Agreement

Exhibit A

ATTACHMENT NO. 1

MuniTemps®
Municipal Staffing Solutions

Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemps**, with its Corporate Mailing Address at **MuniTemps Corporate Lockbox, PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF WEST COVINA**, with its principal municipal office located at **1444 West Garvey Avenue South, West Covina, CA 91790** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:

   a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CITY's supervision at the locations specified on Exhibit A;

   b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;

   c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:

   a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

   b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

   c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;

   d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

   e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

DocuSign Envelope ID: 5627CB60-06CD-45C1-93BB-FA2C8F567F2F

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Fees

3. CITY will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a Semi-Monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.

4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.

5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending last day worked at the CITY. (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused

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Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

9. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective after termination or renewal of this Agreement.

14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.

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Municipal Staffing Solutions

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20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

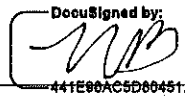
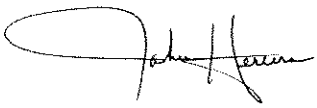
21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

22. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

23. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF WEST COVINA	**GOVERNMENT STAFFING SERVICES, INC.**
DocuSigned by:  441E90AC5D80451...	
Signature	Signature
Nikole Bresciani	John Herrera, CPA
Printed Name	Printed Name
Acting City Manager	President / CEO
Title	Title
3/8/2019	03/07/2019
Date	Date

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GOVERNMENT STAFFING SERVICES, INC.

EXHIBIT "A"
of Municipal Staffing Agreement

MuniTemps® Municipal Staffing Solutions

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

Municipality:	**City of West Covina, CA**	Notes
Client Contact:	**Nikole Bresciani**	**Acting City Manager**
Interim Position:	**Human Resources Director**	Martin Piñon
Bill Rate per Hour:	**$125**	
Hours per Week:	**40**	Within a 4/10 Work Schedule
Start Date:	**3/11/2019**	
Expected Duration:	**6 Months**	Depending on Needs of City.

PROPER SUPERVISION
City will properly supervise MuniTemps employee(s) performing its work and be responsible for its business operations, services, and intellectual property. City will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemps employees to operate any vehicle or mobile equipment unless approved by MuniTemps in writing.

JOB DESCRIPTION
Under general administrative direction, plans, organizes, directs and administers the City's Human Resources and Risk Management programs and services; acts as chief spokesperson in the meet and confer process with represented City employees; develops goals, policies and procedures for human resource and risk management related issues; is responsible for recruitment, classification, training, benefit administration, records management, employee relations, workers' compensation and risk management activities; performs related work as required.

DIRECT HIRE / CONVERSION FEE OF MUNITEMPS ASSOCIATES
CITY may hire MuniTemps associate (Martin Piñon) "directly" as Employee or as Independent contractor, or "indirectly" through a third party upon paying a direct hire / conversion as follows:

(1) If MuniTemps associate has worked a "minimum of" 980 hours on this assignment at CITY (per this Exhibit A), CITY shall pay a direct hire / conversion fee equal to 9% of the annualized hourly pay rate (pay rate x 2,080) offered by CITY to MuniTemps associate.

(2) If MuniTemps associate has worked "less than" 980 hours on this assignment at CITY (per this Exhibit A), CITY shall pay a direct hire / conversion fee equal to 18% of the annualized hourly pay rate (pay rate x 2,080) offered by CITY to MuniTemps associate.

INVOICING INFORMATION: Let us know who needs to receive a copy of invoices. **Note:** *A/P must be copied also.*

Name: Mark Baxter Name:_____

Title: Purchasing Manager Title:_____

Email: Mbaxter@westcovina.org Email:_____

Authorized Signature: DocuSigned by: 441E96AC5D80451... _____ 3/8/2019 _____

City Representative **Date**

AGENDA ITEM NO. 6

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: REQUEST FOR LETTER OF SUPPORT FOR SENATE BILL 751 (RUBIO) SAN GABRIEL VALLEY REGIONAL HOUSING TRUST-MAYOR JOHNSON

RECOMMENDATION:

It is recommended that the City Council direct the City Manager to send a letter of support to our legislative representatives for Senate Bill (SB) 751.

BACKGROUND:

Mayor Lloyd Johnson requested this item be agendized to discuss sending a letter of support for SB 751.

DISCUSSION:

California has an affordable housing crisis, which is especially acute in the San Gabriel Valley due to the high cost of housing, even in formerly affordable communities. The Los Angeles Homeless Services Authority's 2018 point-in-time count for the San Gabriel Valley found that the number of unsheltered persons grew to 2,790 people-a 19% increase from the 2017 point-in-time count. In West Covina, homelessness increased by 75% from 2017 based on the 2018 point-in-time count. In contrast, the Los Angeles Homeless Services Authority found that homelessness decreased across the entire county by 3% in 2018.

SB 751 addresses the growing homelessness crisis in the San Gabriel Valley by establishing a San Gabriel Valley Regional Housing Trust to receive available public and private funds to finance affordable housing projects for homeless and low-income populations. Existing law authorizes the creation of the Orange County Housing Finance Trust, a joint powers authority, for the purposes of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within Orange County.

The Bill was referred to committee as amended on March 27, 2019, and was slated for a hearing April 10, 2019. At the time of this report, the hearing has been postponed with no date listed.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Nikole Bresciani, Assistant City Manager/Public Services Director

Attachments

Attachment No. 1 - Senate Bill 751

AMENDED IN SENATE MARCH 27, 2019

SENATE BILL No. 751

Introduced by Senator Rubio

February 22, 2019

An act to ~~amend Section 50408 of the Health and Safety Code, relating to housing.~~ *add Section 6539.6 to the Government Code, relating to joint powers.*

LEGISLATIVE COUNSEL'S DIGEST

SB 751, as amended, Rubio. ~~Department of Housing and Community Development: annual report.~~ *Joint powers authorities: San Gabriel Valley Regional Housing Trust.*

The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. That act specifically authorizes the creation of the Orange County Housing Finance Trust, a joint powers authority, for the purposes of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within the County of Orange, as specified.

This bill would similarly authorize the creation of the San Gabriel Valley Regional Housing Trust, a joint powers authority, by any or all of the cities within the jurisdiction of the San Gabriel Valley Council of Governments, with the stated purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley. The bill would authorize the San Gabriel Valley Regional Housing Trust to fund the planning and construction of housing, receive public and private

financing and funds, and authorize and issue bonds. The bill would require that the joint powers agreement establishing the San Gabriel Valley Regional Housing Trust incorporate specified annual financial reporting and auditing requirements.

This bill would make legislative findings and declarations as to the necessity of a special statute for the San Gabriel Valley region.

~~Existing law establishes the Department of Housing and Community Development in the Business, Consumer Services, and Housing Agency. The department is responsible for administering various housing and home loan programs throughout the state. Existing law requires the department, on or before December 31 of each year, to submit an annual report containing specified information to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs administered by the department.~~

~~This bill would make a nonsubstantive change to that provision.~~

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares the following:

(a) California has an affordable housing crisis, which is especially acute in the San Gabriel Valley due to the high cost of housing in that area, even in formerly affordable communities.

(b) The establishment of the San Gabriel Valley Regional Housing Trust to receive available public and private funds could help finance affordable housing projects for homeless and low-income populations.

SEC. 2. Section 6539.6 is added to the Government Code, to read:

6539.6. (a) (1) Notwithstanding any other law, any or all of the cities within the jurisdiction of the San Gabriel Valley Council of Governments may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the San Gabriel Valley region.

(2) The joint powers agency created pursuant to this section shall be known as the San Gabriel Valley Regional Housing Trust, and shall be created and operate in accordance with this section.

(b) The San Gabriel Valley Regional Housing Trust shall be governed by a board of directors consisting of elected officials representing the representative cities that are party to the joint powers agreement.

(c) Notwithstanding any other law, the San Gabriel Valley Regional Housing Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the San Gabriel Valley Regional Housing Trust.

(d) The San Gabriel Valley Regional Housing Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the San Gabriel Valley Regional Housing Trust.

(e) The San Gabriel Valley Regional Housing Trust shall comply with the regulatory guidelines of each specific state funding source received.

SEC. 3. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances, described in Section 1 of this act, in the San Gabriel Valley region.

~~SECTION 1. Section 50408 of the Health and Safety Code is amended to read:~~

~~50408. (a) On or before December 31 of each year, the department shall submit an annual report to the Governor and both houses of the Legislature on the operations and accomplishments during the previous fiscal year of the housing programs~~

~~administered by the department, including, but not limited to, the Emergency Housing and Assistance Program and Community Development Block Grant activity.~~

~~(b) The report shall include all of the following information:~~

~~(1) The number of units assisted by those programs.~~

~~(2) The number of individuals and households served and their income levels.~~

~~(3) The distribution of units among various areas of the state.~~

~~(4) The amount of other public and private funds leveraged by the assistance provided by those programs.~~

~~(5) Information detailing the assistance provided to various groups of persons by programs that are targeted to assist those groups.~~

~~(6) The information required to be reported pursuant to Section 17031.8.~~

~~(7) (A) An evaluation, in collaboration with the Department of Veterans Affairs, of any program established by the department pursuant to Article 3.2 (commencing with Section 987.001) of Chapter 6 of Division 4 of the Military and Veterans Code, including information relating to the effectiveness of assisted projects in helping veterans occupying any supportive housing or transitional housing development that was issued funds pursuant to that article.~~

~~(B) The evaluation shall include, but is not limited to, the following information:~~

~~(i) Performance outcome data including, but not limited to, housing stability, housing exit information, and tenant satisfaction, which may be measured by a survey, and changes in income, benefits, and education.~~

~~(I) For purposes of this paragraph, the term "housing stability" includes, but is not limited to, how many tenants exit transitional housing to permanent housing or maintain permanent housing, and the length of time those tenants spent in assisted units.~~

~~(II) For purposes of this paragraph, the term "housing exit information" includes, but is not limited to, the following:~~

~~(ia) How many tenants left assisted units.~~

~~(ib) The length of tenancy in assisted units.~~

~~(ic) The reason those tenants left assisted units, when that information is readily obtainable.~~

~~(id) The housing status of a tenant exiting an assisted unit upon exit when that information is readily available.~~

~~(ii) Client data, which may include, but is not limited to, demographic characteristics of the veteran and their family, educational and employment status of the veteran, and veteran-specific information including, but not limited to, disability ratings, type of discharge, branch, era of service, and veterans affairs health care eligibility.~~

~~(8) An evaluation of any program established by the department to meet the legal requirements of the Federal Housing Trust Fund program guidelines.~~

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AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: CONSIDERATION OF AMENDMENT OF CONTRACT FOR CITY ENGINEER SERVICES (WILLDAN)

RECOMMENDATION:

It is recommended that the City Council authorize the Interim City Manager to execute the First Amendment to the Agreement for Professional Services for City Engineer Services by Willdan in the amount of $50,000 for Fiscal Year 2018-19.

DISCUSSION:

The loss of the Public Works Director in June of 2018, and subsequent City Hall reorganization to create the Community Development Department created a need to provide contractual City Engineer services from a Professional Engineer (PE). In previous years, the City included a Professional Engineer (PE) on staff as the Public Works Director. From July to October, 2018, the City has utilized the services of Emilio Murga, PE (Willdan) to manage the Public Works Department. Beginning in November, the Community Development Department was formed and incorporated the Engineering Division into that Department. It is required that the City have a PE on staff to provide review of applications such as grading plans, subdivisions, preparing project specifications and training Engineering staff.

On November 20, 2018, the City Council approved an Agreement for Professional Services with Willdan to provide City Engineer Services for $95,000 for Fiscal Year 2018-19 and for $20,500 for Fiscal Year 2019-20. At that time the City had restructured the organization by splitting the divisions of the Public Works Department between the newly formed Community Development and Public Services Departments. Because the City has always had a PE on staff, it has been difficult to estimate the cost of providing City Engineer services. Based on the costs of providing PE services thus far, staff is requesting an increase in the Agreement for Professional Services for Willdan by $50,000. This increase in the Agreement would come from existing funds within the budget (primarily special funds) so there is no need for a budget adjustment. The current contract for Engineering Services ends on September of 2019, and an RFP (Request for Proposals) has been released for City Engineering services and proposals have been received. Staff will be coming back to a future City Council Meeting with those findings.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Jeff Anderson, Community Development Director

Fiscal Impact

FISCAL IMPACT:

The fiscal impact for City Engineer services will be $160 per hour up to $145,000 for FY 18/19 and $20,500 for FY 19/20 (through September). While some of the funds utilized will be General Fund, the majority of funds that will be utilized include transportation funds, maintenance district funds, and sewer funds, depending on the projects being reviewed and approved. This increase in the Agreement would come from existing funds within the budget (primarily special funds) so there is no need for a budget adjustment.

Attachments

ATTACHMENT NO. 1 - 1ST AMENDMENT TO AGREEMENT

ATTACHMENT NO. 2 - CITY ENGINEER AGREEMENT

ATTACHMENT NO. 1

FIRST AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
WILLDAN
FOR PROFESSIONAL SERVICES FOR CITY ENGINEER SERVICES

This is the First Amendment to the Agreement dated November 20, 2018 between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **WILLDAN**, hereinafter referred to as "Contractor" ("Original Agreement") is made and entered into as of April 16, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

1. WHEREAS, the Original Agreement Section 2.0 limited the compensation not to exceed One Hundred Fifteen Thousand Five Hundred Dollars ($115,500).

2. WHEREAS, the City requires additional hours, as such, needs to increase the compensation amount by Fifty Thousand Dollars ($50,000).

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

3. The Compensation and Billing in the Agreement, as set forth in Section 2.1 of the Original Agreement, shall be amended to increase the compensation to One Hundred Sixty-Five Thousand Five Hundred Dollars ($165,500).

4. Except as herein amended, the terms and conditions of the Original Agreement, executed on November 20, 2018 shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment as of the date set forth above.

CITY OF WEST COVINA

_____

By: David Carmany
Interim City Manager

WILLDAN

_____

By: Adel Freij
Deputy Director

APPROVED AS TO FORM:

_____

Scott E. Porter
City Attorney

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
WILLDAN

THIS AGREEMENT is made and entered into this 20th day of November, 2018 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and Willdan, a California Corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City Officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has

the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be destroyed or returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred and Fifteen Thousand Five Hundred Dollars ($115,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of $25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 11 months, ending on September 1, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this AGREEMENT may be renewed for a maximum of successive one (1) year terms not to exceed three (3) years. Such renewal will be evidenced by a written Amendment upon written notice of City given to Consultant at any time prior to the expiration date of the AGREEMENT.]

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and

keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Emilio Murga, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Willdan 13191 Crossroads Parkway North, Suite 405 Tel: 562-364-8491 Fax: 562-695-2120 Email: afreij@willdan.com Attn: Adel Freij	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Tel: 626-939-8423 Email: JAnderson@westcovina.org Attn: Jeff Anderson

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees to the extent arising out of the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized

subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligent work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees to the extent arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or

degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one

or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
City Manager

CONSULTANT

William Padgett Date: 11/7/18
Signature William K Padgett

Adel Freij

ATTEST:

_____
Assistant City Clerk of the
City of West Covina

APPROVED AS TO FORM:

_____ Date: _____
Scott Porter, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

PROJECT SCHEDULE

AGENDA ITEM NO. 8

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: AWARD OF CONTRACT FOR ANNUAL CONCRETE REPAIR PROGRAM - PROJECT NO. SP-18003, SP-18030, AND SP-19002

RECOMMENDATION:

It is recommended that the City Council authorize the Interim City Manager to execute a contract agreement with CT & T Concrete Paving, Inc., of Diamond Bar, California, in the amount of $126,213.34 for the Annual Concrete Repair Program.

DISCUSSION:

In an effort to maintain its existing infrastructure, the City repairs damaged sidewalks, walkways, driveway approaches and curb and gutter caused by extensive wear and tear, sub-grade settlement, or growth of tree roots on an annual basis. The work to be performed in this project includes the removal and replacement of existing damaged concrete sidewalks, curb and gutters and removal of conflicting street trees at various locations citywide.

A Notice Inviting Bids was advertised in the San Gabriel Valley Tribune on March 12 and March 19, 2019. In addition, the project was advertised on Planetbids.com, ebidboard.com, and construction.com. On April 2, 2019, the City received the following nine bids:

No.	Contractor	City	Bid Amount
1.	CT & T Concrete paving, Inc.	Diamond Bar	$126,213.34
2.	Hardy & Harper, Inc.	Lake Forest	$137,954.00
3.	EBS General Engineering, Inc.	Corona	$154,050.00
4.	DM Contracting, Inc,	Colton	$161,786.00
5.	V.C.I. Victor construction, Inc.	Riverside	$178,193.00
6.	Yakar	Covina	$185,237.50
7.	ONYX Paving Company, Inc.	Anaheim	$196,000.00
8.	All American Asphalt	Corona	$197,959.00
9.	EC Construction	El Monte	$208,474.68

CT & T Concrete Paving, Inc. submitted the lowest responsible bid in the amount of $126,213.34. The engineer's estimate for this project was $166,600. Nine bids were received and the price submitted by CT & T Concrete Paving, Inc., was lower than the engineer's estimate. CT & T Concrete Paving, Inc. has a valid State contractor's license and has completed similar projects for the Cities of Chino, Cypress and Downey. If the contract is awarded, construction will start following issuance of a Notice to Proceed. The project is anticipated to be completed by June 2019.

OPTIONS:

The City Council has the following options:

1) Approve staff's recommendation;
2) Reject all bids and re-advertise; or
3) Provide alternative direction.

Prepared by: Romany Basilyous, Civil Engineering Assistant

Fiscal Impact

FISCAL IMPACT:

The total estimated project costs are broken down as follows:

No.	Item	Amount
1.	Design (in house 5%)	$6,226.00
2.	Construction Contract	$126,213.34
3.	Contingencies (10%)	$12,621.00
4.	Inspection 5%	$6,311.00
5.	Construction Administration (3%)	$3,786.00
6.	Testing 2%	$2,524.00
	Total	$157,681.34

Funds were approved by the City Council as part of Fiscal Year (FY) 2018-19 Capital Improvement Program (CIP) budget. The TDA funds must be used by June 30, 2019. There is no impact to the General Fund. The following special funds were budgeted for FY 2018-19 for this project:

Project No.	Funds	Account No.	Amount
SP-18003	TDA	18003.128.7200	$70,000.00
SP-19002	TDA	19002.128.7200	$70,000.00
SP-18030	Measure R	18030.224.7200	$73,409.00
		Total	**$213,409.00**

Attachments

Attachment No. 1 - Concrete Repair Agreement

CONTRACT SERVICE AGREEMENT FOR
ANNUAL CONCRETE REPAIR PROGRAM
PROJECT NO. SP-18003, SP-18030AND SP-19002
Contract No. PW.004.2019

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 16th day of April 2019 by and between the CITY OF WEST COVINA, a municipal corporation, (herein "City") and CT & T CONCRETE PAVING, INC. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires the removal and replacement of concrete sidewalk and curb and gutter and removal of trees in compliance with the requirements as shown in the project specifications and this contract. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in Section 3 ("Description of Work") of Section V ("Special Provisions") of the Instructions to Bidders, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the (1) Notice to Contractors, (2) Instructions to Bidders, (3) Bid Documents (inclusive of the (a) Proposal (b) Proposal Schedule, (c) Sub-contractor list; (d) Bidder's guarantee; (e) Bid Bond; (f) Statement of Non-collusion by Contractor; (g) Debarment and Suspension Certification; (h) Certification of Principal; (i) reference form); (4) Contract Documents (inclusive of (a) Agreement; (b) Performance Bond; (c) Warranty Bond; (d) Supplemental Information to be completed by Principal; (e) Tax Identification Form; (f) Guarantee; (g) Substitution of Equals; (5) Special Provisions, all Exhibits to the Special Provisions and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency between any of the terms in this Agreement and any of the above, this Agreement shall govern.

1.3 **Compliance with Law** - All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section 1.4.

1.5 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 **Care of Work** - The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 **Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this Agreement.

1.8 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer except as provided in West Covina Municipal Code section 19-302. Any increases which cannot be approved by the Contract Officer as provided in West Covina Municipal Code section 19-302, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 **Prevailing Wages Laws** – This project requires the payment of prevailing wages under California Law. In accordance with Labor Code Section 1770, et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810, et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours for which Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770, et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of **ONE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED THIRTEEN AND 34/100 DOLLARS ($126,213.34)** (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) of the

Contract Sum shall be retained as performance security. Refer to Section 7.4 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 **Force Majeure** - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 **Term** - Unless earlier terminated in accordance with Section 7.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jose Carvajal, President
CT & T Concrete Paving, Inc.
324 S. Diamond Bar Blvd., PMB 275
Diamond Bar, CA 91795

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this

Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement.

4.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 **Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 **Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 **Utility Relocation** - City or the owner of any owner, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the

specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the contract price. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating, repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements (i) the delays occurred after Contractor gave City the written notice required by this section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 **Trenches or Excavations** - Pursuant to California Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.

c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits combined single limits, per occurrence and aggregate
(X)	Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products / completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury.	$1,000,000. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
(X)	Contractual Liability Insurance; Products Liability Insurance.	$1,000,000 limit.
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard).	$1,000,000 per occurrence combined single limit combined single limits, per occurrence for bodily injury and property damage.
(X)	Workers Compensation/Employers' Liability Insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.	Statutory $1,000,000 per occurrence.

CONDITIONS:

a) Admitted. In accordance with Public Code Section 20170, the insurance or surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a current Moody's credit rating of "A" minus or better.

b) The policies shall contain or be endorsed to contain, with respect to:

(i) Notice of Termination: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City Engineer, City of West Covina, 1444 West Garvey Avenue South, West Covina, California 91790."

(ii) Additional Insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the

Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(iii) Excess: "Any insurance maintained by the City of West Covina shall apply in excess of and not combined with insurance provided by this policy."

c) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) Before starting work, Contractor shall deliver to the City insurance endorsements and certificates of insurance confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

f) Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, Contractor shall see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

g) If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. Procuring of said insurance by the City is in addition to all other remedies the City may have. In addition to any other remedies the City may have upon Contractor's failure to timely provide and maintain required insurance or policy endorsements, the City may order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

h) Nothing herein limits the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractors' performance of the work covered under this agreement.

i) Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 **Indemnification** - Contractor agrees to defend (with an attorney of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or

authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all sub-contractors.

5.3 **Labor and Materials and Performance Bonds** - Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 **Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies admitted to do business in California, rated with a current Moody's credit rating of "A" minus or better unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies and the performance bond required by this Section 5 upon receipt of written notice from the Risk Manager; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 **Substitution of Securities** - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.2 **Records** - Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be

maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 **Notice of Default and Cure Period** - If either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3. **"Claims" by Contractor under Section 9204**. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section

9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in section 9204; (ii) City has an initial 45 days to respond to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed"; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount, and (v) specified procedures apply to resolve any amounts in dispute.

7.4 **Retention of Funds** - Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code § 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner.

7.5 **Waiver** - No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 **Rights and Remedies are Cumulative** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City liquidated damages for each working day of delay in the performance of any service

required hereunder, as specified in the Schedule of Performance and Liquidated Damages, and incorporated by reference (Exhibit "B"). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the scope of services. The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, its sureties, and City agree that the damages constitute a reasonable estimate of actual damage, and are not punitive.

7.9 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, California 91790
Attention: City Engineer

To Contractor: CT & T Concrete Paving, Inc.
324 S. Diamond Bar Blvd., PMB 275
Diamond Bar, CA 91795
Attention: Jose Carvajal, President

9.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability** - If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Hiring of Undocumented Aliens Prohibited** - Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

9.6 **Unfair Business Practices Claims** - Consistent with Public Contract Code section 7103.5, the contractor and all sub-contractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

9.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering

into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 **Legal Responsibilities** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 **Termination for Convenience** – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.
3. The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.
4. Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede provisions of the Agreement and any provision of any plans, specification, addendums or other documents which is or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of this Agreement's consideration.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF WEST COVINA,
a municipal corporation

By: _____
City Clerk

By: _____
Community Development Director

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:

By: Jose Carvajal
(Print Name)

Signature: _____

Title: President

Address: 324 S. Diamond Bar Blvd
PMB 275
Diamond Bar, CA 91765

By: Jackie Carvajal
(Print Name)

Signature: Jackie Carvajal

Title: Treasurer

Address: 324 S. Diamond Bar Blvd
PMB 275
Diamond Bar, CA 91765

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF AMENDMENT OF CONTRACT FOR BUILDING SERVICES (RKA)

RECOMMENDATION:

It is recommended that the City Council authorize the Interim City Manager to execute the Third Amendment to the Agreement for Professional Services for Building Services by RKA in the amount of $50,000 for Fiscal Year 2018-19.

DISCUSSION:

Previous to November, 2018, City staff included a Building Official who managed the Building Division, interpreted the Building Code, and completed plan checks. In order to provide elasticity in staffing for counter coverage and heavier than normal workload, the Building Division had included in its budget funding to allow for RKA to fill in and provide building inspection services, plan check services and counter assistance. This contract amount was specified as $75,000 annually via a contract originally approved in 2015, which will expire in August 2019.

Staff is currently developing an RFP to release in the near future. Since November 2018, the cost of the contract with RKA has been under $75,000. Based on the cost of providing for building services thus far, staff is requesting an increase in the agreement for professional services for RKA by $50,000. This increase in the agreement would come from existing funds within the current Fiscal Year 2018-19 Budget so there is no need for a budget adjustment.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Jeff Anderson, Community Development Director

Fiscal Impact

FISCAL IMPACT:

The fiscal impact for Building services will be $85 to $110 per hour (the range is for building inspector, plan examiner and plan check engineer (Building Official)) up to $125,000 for FY 18/19. Funding for these services comes from the General Fund. This increase in the Agreement would come from existing funds within the budget so there is no need for a budget adjustment.

Attachments

ATTACHMENT NO. 1 - 3RD AMENDMENT TO AGREEMENT

ATTACHMENT NO. 2 - 2ND AMENDMENT TO AGREEMENT

ATTACHMENT NO. 3 - 1ST AMENDMENT TO AGREEMENT

ATTACHMENT NO. 4 - PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT NO. 1

THIRD AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
RKA CONSULTING GROUP
FOR 'AS-NEEDED' BUILDING PLAN CHECK AND INSPECTION SERVICES.

This is the Third Amendment to the Agreement dated August 18, 2015 between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **RKA CONSULTING GROUP**, hereinafter referred to as "Contractor" ("Original Agreement") is made and entered into as of April 16, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

1. WHEREAS, the Original Agreement Section 2.0 limited the compensation not to exceed One Hundred Fifteen Thousand Five Hundred Dollars ($75,500).

2. WHEREAS, the City requires additional hours, as such, needs to increase the compensation amount by Fifty Thousand Dollars ($50,000).

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

3. The Compensation in the Agreement, as set forth in Section 2.1 of the Original Agreement, shall be amended to increase the annual compensation by fifty thousand Dollars ($50,000), from seventy-five thousand Dollars ($75,000) to one hundred fifteen thousand Dollars ($115,000) per year. The Consultant's total compensation shall not exceed one hundred fifteen thousand Dollars ($115,000) per year.

4. Except as herein amended, the terms and conditions of the Original Agreement, executed on August 18, 2015 shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, City and Contractor have executed this Third Amendment as of the date set forth above.

CITY OF WEST COVINA

By: David Carmany
Interim City Manager

RKA CONSULTING GROUP

By: Dominic Milano
President

APPROVED AS TO FORM:

Scott E. Porter
City Attorney

SECOND AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
RKA CONSULTING GROUP
FOR 'AS-NEEDED' BUILDING PLAN CHECK AND INSPECTION SERVICES.

This is the Second Amendment to the Agreement dated August 18, 2015 between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **RKA CONSULTING GROUP**, hereinafter referred to as "Contractor" ("Original Agreement") is made and entered into as of November 21, 2018. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

1. WHEREAS, the Original Agreement had an expiration date of August 21, 2018. The First Amendment extended the Agreement for an additional term of Twelve months, ending on August 18, 2019.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. The Scope of Services in the Agreement, as set forth in Section 2.2 and Exhibit A of the Original Agreement, shall be amended to include As-Needed Public Works Inspection Services as provided in Exhibit A and the Fee Schedule as provided in Exhibit B of this Agreement.

3. Except as herein amended, the terms and conditions of the Original Agreement, executed on August 18, 2015 shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment as of the date set forth above.

CITY OF WEST COVINA

By: Chris Freeland
City Manager

RKA CONSULTING GROUP

By: David Gilbertson
Executive Vice President

APPROVED AS TO FORM:

Scott E. Porter
City Attorney

FIRST AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
RKA CONSULTING GROUP
FOR 'AS-NEEDED' BUILDING PLAN CHECK AND INSPECTION SERVICES.

This First Amendment to the Agreement dated August 18, 2015 ("Original Agreement") between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **RKA CONSULTING GROUP**, hereinafter referred to as "Consultant" is made and entered into as of August 21, 2018. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

WHEREAS, the Original Agreement had an expiration date of August 18, 2018;

WHEREAS, the City and Consultant desire to amend the term of the Original Agreement set forth in Section 4.1 of the Original Agreement to allow for three one-year extension terms and to agree to the first one-year extension term.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The Term of the Original Agreement, as set forth in Section 4.1 of the Original Agreement shall be amended to read as follows: this Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on August 18, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This agreement may be extended thereafter for up to three successive one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify any other terms which the parties determine necessary.

2. The Term of the Agreement, as set forth in Section 4.1 of the Original Agreement and amended in this First Amendment dated August 21, 2018 shall be extended for an additional term of Twelve months, ending on August 18, 2019.

3. All other terms, conditions and provisions of the Original Agreement, executed on August 18, 2015, to the extent not modified with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City and Consultant have executed this First Amendment as of the date set forth above.

CITY OF WEST COVINA

Chris Freeland
City Manager

RKA CONSULTING GROUP

Dominic C. Milano
President

ATTEST:

Rosalia Butler
Assistant City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Risk Management

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
RKA CONSULTING GROUP

THIS AGREEMENT is made and entered into this 18th day of August 2015 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and RKA CONSULTING GROUP, Walnut, California ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occurring by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, pregnancy, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed seventy five thousand Dollars ($ 75,000.00) per year.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or $25,000 whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on August 18, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O

liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the

representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of trained and certified staff, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

RKA Consulting Group
398 Lemon Creek Ste E
Walnut, CA 91789
Tel: (909) 594-9702
Fax: (909) 594-2658
Email: rtao@rkagroup.com
Attn: Raymond Tao

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: _____
Fax: _____
Email: _____
Attn: _____

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090.

6.15. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision

shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

Mayor Fredrick Sykes

Date: 8-18-2015

CONSULTANT

Signature

Date: Aug. 12, 2015

DOMINIC C MILANO, PRESIDENT
Name and Title

ATTEST:

Assistant City Clerk of the
City of West Covina

APPROVED AS TO FORM:

City Attorney

Date: 8-18-15

APPROVED AS TO INSURANCE:

Risk Management

Date: 8/18/15

[[RKA Consulting Group]

EXHIBIT A

SCOPE OF SERVICES

1. Provide Building Inspections of all trades based on the requirements of the California Code of Regulations, Title 24 and West Covina municipal code.

2. Provide Building Plans Review of all trades based on the requirements of the California Code of Regulations, Title 24 and West Covina municipal code.

3. Inspection staff shall review and familiarized him/herself with the approved plans and documents either by RKA or the City.

4. Provide required record keeping of inspections.

5. Be available to meet with staff and/or applicant to resolve any issue that may arise from inspection.

6. Be available via telephone if any question or issue arises from inspection.

7. Provide additionalcoordination tasks between RKA and the City's Building Division as needed.

EXHIBIT B

FEE SCHEDULE

RKA proposes the following hourly rate schedule to the City of West Covina provide the on-call building plan check and inspection services on a time and materials basis.

2015 HOURLY RATE SCHEDULE*

Director of Building and Safety/Manager	$	125.00
Plan Check Engineer (Registered)	$	110.00
Senior Plans Examiner	$	95.00
Plans Examiner	$	85.00
Senior Building Inspector	$	95.00
Building Inspector	$	85.00

- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group, plus a 15% markup.
- All charges for reimbursable expenses, such as reproductions, will be billed at direct cost, plus a 15% markup.

* RKA recalibrates its billing rates for professional time each calendar year and reserves the right to raise the billing rate for one or more professional categories by no more than 3% once in twelve calendar months.

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF AMENDMENT OF FINANCIAL CONSULTANT SERVICES AGREEMENT (VTD)

RECOMMENDATION:

It is recommended that the City Council authorize the Interim City Manager to execute the Third Amendment to the Professional Services Agreement with Vavrinek, Trine, Day & Co., LLP.

BACKGROUND:

This item was carried over from the April 2, 2019 City Council Meeting.

DISCUSSION:

The City of West Covina has experienced significant turnover in the Finance Department over the last few years, and consulting services are essential to being able to provide segregation of duties to ensure adequate controls in financial operations of the City. City staff has an excellent rapport with the consultants from VTD, and as positions are once again vacant in the Finance Department, it would be a hardship to go through the RFP process to procure services from another vendor at this time. Consultants from this firm have been working with the City since July 3, 2018, and as such have more historical knowledge than many of the full-time employees and subsequently have been training many of the newer employees as well.

Since last year's budget process, the City has lost one accounting manager, two accountants, a senior level management analyst and transitioned through two Finance Directors and two Interim Finance Directors. In addition, the majority of Finance Department staff has less than two years of experience in West Covina and/or city government. Currently, there is a vacant Accounting Technician and a vacant permament Finance Director position.

The VTD agreement includes two senior level consultants at 32 hours per week each. One consultant handles accounting duties, and training and support of accounting staff. Without consultant services for the Finance Department, staff cannot complete necessary accounting duties to ensure operations continue. In addition, the City's Fiscal Year 2019-20 Budget will not be completed before June 30, 2019, if a consultant's services are not utilized.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Nikole Bresciani, Assistant City Manager/Public Services Director

Additional Approval: Robbeyn Bird, Interim Finance Director

Fiscal Impact

FISCAL IMPACT:

Approval of the third amendment with VTD for financial consultant services requires an appropriation from General Fund fund balance in the amount of $100,000 for Fiscal Year 2018-19, which was done at the April 2, 2019 City Council Meeting through adoption of the budget amendment, Resolution No. 2019-17. An appropriation during the Fiscal Year 2019-20 Budget Adoption of $234,000 will need to be made accordingly.

Attachments

Attachment No. 1 - VTD Third Amendment

Attachment No. 2 - VTD Second Amendment

Attachment No. 3 - VTD First Amendment

Attachment No. 4 - Original Agreement VTD

ATTACHMENT NO. 1

THIRD AMENDMENT TO CITY OF WEST COVINA PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to the Agreement dated July 3, 2018 between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **Vavrinek, Trine, Day & Co., LLP,** hereinafter referred to as "Consultant" ("Original Agreement") is made and entered into as of April 16, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

WHEREAS, the Original Agreement had an expiration date of October 31, 2018;

WHEREAS, the First Amendment extended the expiration date to December 31, 2018;

WHEREAS, the Second Amendment extended the expiration date to June 30, 2019; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement as provided for in Section 4.1 and the compensation amount of the Agreement as provided for in Section 2.1 of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The Term of the Agreement, as set forth in Section 4.1 of the Original Agreement shall be extended for an additional term of six (6) months ending on December 31, 2019 unless terminated sooner at any time by the City for any reason or no reason at all upon fifteen (15) days written notice to Consultant.

2. The Compensation of the Agreement, as set forth in Section 2.1 of the Original Agreement shall be revised from a total compensation amount of One hundred sixty-eight thousand five hundred ($168,500) to Five hundred and five thousand ($505,000).

3. Except as herein amended, the terms and conditions of the Original Agreement, executed on July 3, 2018 shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, City and Contractor have executed this Third Amendment as of the date set forth above.

CITY OF WEST COVINA

_____

By: David Carmany
Interim City Manager

ATTEST:

_____

Carrie Gallagher
Assistant City Clerk

APPROVED AS TO FORM:

_____

Scott E. Porter
City Attorney

Vavrinek, Trine, Day & Co., LLP

_____

By: Joseph Aguilar
Partner

SECOND AMENDMENT TO CITY OF WEST COVINA PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to the Agreement dated July 3, 2018 between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **Vavrinek, Trine, Day & Co., LLP**, hereinafter referred to as "Contractor" ("Original Agreement") is made and entered into as of December 19, 2018. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

WHEREAS, the Original Agreement had an expiration date of October 31, 2018.

WHEREAS, the First Amendment extended the expiration date to December 31, 2018.

WHEREAS, the City and Contractor desire to extend the term of the Agreement as provided for in Section 2.2 of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The Term of the Agreement, as set forth in Section 4.1 of the Original Agreement shall be extended for an additional term of six (6) months, year ending on June 30, 2019, unless terminated sooner at any time by the City for any reason or no reason at all upon fifteen (15) days written notice to Contractor.

2. Except as herein amended, the terms and conditions of the Original Agreement, executed on July 3, 2018, shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment as of the date set forth above.

CITY OF WEST COVINA

By: Chris Freeland
City Manager

NAME OF CONSULTANT

By: Joseph Aguilar
Partner

ATTEST:

Carrie Gallagher
Assistant City Clerk

APPROVED AS TO FORM:

Scott E. Porter
City Attorney

FIRST AMENDMENT TO CITY OF WEST COVINA PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Agreement dated July 3, 2018 between the **CITY OF WEST COVINA**, a municipal corporation, hereinafter referred to as "City" and, **Vavrinek, Trine, Day & Co., LLP**, hereinafter referred to as "Contractor" ("Original Agreement") is made and entered into as of October 10, 2018. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

WHEREAS, the Original Agreement had an expiration date of October 31, 2018.

WHEREAS, the City and Contractor desire to extend the term of the Agreement as provided for in Section 2.2 of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The Term of the Agreement, as set forth in Section 4.1 of the Original Agreement shall be extended for an additional term of two (2) months, year ending on December 31, 2018, unless terminated sooner at any time by the City for any reason or no reason at all upon fifteen (15) days written notice to Contractor.

2. Except as herein amended, the terms and conditions of the Original Agreement, executed on July 3, 2018, shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment as of the date set forth above.

CITY OF WEST COVINA

By: Chris Freeland
City Manager

NAME OF CONSULTANT

By: Joseph Aguilar
Partner

ATTEST:

Rosalia Butler
Assistant City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

ATTACHMENT NO. 4

COPY

020765

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
Vavrinek, Trine, Day & Co., LLP
FOR
Accounting Services

THIS AGREEMENT is made and entered into this 3rd day of July, 2018 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and, Vavrinek, Trine, Day & Co., LLP ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City Officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to

the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One hundred sixty eight thousand five hundred ($168,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of $25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of four (4) months, ending on October 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three

years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Brent Miller, Joanne Gitmed, Brent Kuhn and Adrianna Manza, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Vavrinek, Trine, Day & Co., LLP
2151 River Plaza Dr., Suite 308
Sacramento, CA 95833
Tel: (916) 570-1880
Fax: (916) 570-1875
Email: jaguilar@vtdcpa.com
Attn: Joseph Aguilar

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8402
Fax: (626) 939-8406
Email: Chris.Freeland@westcovina.org
Attn: Chris Freeland

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant

hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with

Vavrinek, Trine, Day & Co., LLP

nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in

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one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

Chris Freeland, City Manager — Date: 8-1-18

CONSULTANT

Joseph Aguilar, Partner — Date: 7/18/18

ATTEST:

Assistant City Clerk of the
City of West Covina

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney — Date: 7/26/18

APPROVED AS TO INSURANCE:

Risk Management — Date: 7/30/18

EXHIBIT A

SCOPE OF SERVICES

To perform all duties assigned and necessary to provide accounting services for the City of West Covina in relation to year end audit, and day to day functions, responsibilities and tasks of the Accounting Manager and Accountant in the Finance Department.

- VTD will perform general accounting functions of the Finance Department.
- VTD will provide analytical work in surveying its expenditures and receipts.
- VTD will assist the City in reviewing work performed by staff including journal entries, cost distributions, bank reconciliations and other accounting reports.
- VTD will assist with monthly closing of accounting records and provide informational reports to City Departments.
- VTD will perform accounting work related to the City's year-end workpapers and financial statements in preparation of the year end audit.
- VTD will perform various accounting duties as assigned.
- VTD will participate in the work thru the end of the City's audit.
- VTD staff estimated hours of work per week:
    - Senior Manager – at least 2 days per week up to 3 days per week
    - Manager – at least 2 days up to 4 days per week
    - Accounting Supervisor – no more than 4 days per week
    - Senior Accountant – at least 3 days per week up to 4 days per week

EXHIBIT B

FEE SCHEDULE

Personnel	Hourly Rate	
Partner	$195.00	Joseph Aguilar
Senior Manager	$180.00	Brent Miller
Manager	$160.00	Joanne Gitmed
Accounting Supervisor	$145.00	Brent Kuhn
Senior Accountant	$100.00	Adrianna Manza

EXHIBIT C

PROJECT SCHEDULE

As mutually agreed to by consultant and the City.

AGENDA ITEM NO. 11

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 16, 2019

TO: Mayor and City Council

FROM: David Carmany
Interim City Manager

SUBJECT: **DISCUSSION REGARDING SHOPPING CART CONTAINMENT**

RECOMMENDATION:

Staff recommends that the City Council review the information in the staff report and provide appropriate direction regarding Shopping Cart regulations.

BACKGROUND:

Over the past few years, complaints have been received from businesses and residents about abandoned shopping carts located throughout the City. At the October 2, 2018 City Council Meeting, the City Council directed staff to return to a future meeting to provide a background and discussion associated with establishing shopping cart regulations.

California Business and Professions Code sections 22435-22435.13 regulates shopping and laundry carts in the State of California. California Business and Professions Code section 22435.2 makes it unlawful for someone to remove a shopping cart from the premises or parking lot of a retail establishment where the shopping cart has a sign that is permanently affixed to it that identifies the owner of the cart or the retailer. This section also makes it unlawful for someone to be in possession of the shopping cart. Business and Professions Code 22435.3 states that a person who violates the article is in violation of a misdemeanor. Because State law does not require shopping cart owners to affix these signs and State law permits cities to adopt ordinances that do not conflict with existing State law, many cities in California have adopted local ordinances requiring signs and provisions on the management of shopping carts within their jurisdictions. The City Attorney's Office has experience in preparing ordinances that make it mandatory for owners of carts to submit a cart containment plan (CCP) that requires owners to manage their own carts. At minimum, the CCP outlines how the following will be addressed:

1. Signage stating unauthorized cart removal is illegal
2. Methods to prevent cart removal
3. Retrieval within 24 hours of notification; and
4. Plan to secure carts after business hours

If a cart owner fails to utilize a shopping cart retrieval service or follow cart prevention measures this may result in shopping carts being abandoned off premise of the store. This could result in either City personnel collecting and storing the carts, and/or the carts not being collected within 24 hours. Under such an ordinance, if either occurs, then the owner may be required to either submit a new containment plan or install a standardized cart containment system with a wheel locking or stopping mechanism that is used in conjunction with an electronic or magnetic barrier along the perimeter of the store premises.

DISCUSSION:

Currently, the City of West Covina does not have an ordinance that addresses the regulation and enforcement of shopping carts. According to the California Grocers Association, approximately 120 jurisdictions in California have adopted regulations specifically addressing abandoned shopping carts. The proposed ordinance is similar to the majority of existing ordinances.

Cooperation of Businesses with Shopping Carts

If the City Council is interested in enacting a shopping cart ordinance, it is recommended that City staff communicate with business owners before the ordinance is implemented. If the City gets cooperation from the businesses that utilize shopping carts, the ordinance will be more effective. The City should express to business owners the goal to be “good neighbors", which could reduce the amount of abandoned shopping carts throughout the City. If it is decided to create an ordinance, it would be appropriate for staff to create a list of stores in the City that utilize shopping carts and use that list to provide notice as the ordinance is processed.

Cart Containment Plan

If an ordinance is requested by the City Council, businesses would be required to submit a cart containment plan to the City; however, there would be no charge to review and approve the plan. The City may recover from the owner of a shopping cart, actual costs incurred in impounding the shopping cart pursuant to Business and Professions Code Section 22435.7(d). In addition, the owner of a shopping cart may also be subject to a fine in the maximum amount established by the Business and Professions Code Section 22435.7, for each occurrence in excess of three during any six-month period for failure to retrieve identified carts. An occurrence includes all identified carts impounded by the City in a one-day period.

Retrieval Company Issues

City Council should note that a shopping cart ordinance will not eliminate the problem with abandoned shopping carts in the City. One reason is that contracts with the retrieval company usually are for once a week or once every two weeks. If the problem is prevalent, that is not enough time for a company to collect all the shopping carts. Another reason is the City will need to decide if it wants to enter into a contract with a shopping cart retrieval company, which would be a cost to the City. Third, if abandoned shopping carts have personal effects in them, as they might in many circumstances, a retrieval company will not collect the carts. In those instances, Community Development, Public Services and Code Enforcement staff would work with Police to determine if the shopping carts can be retrieved.

LEGAL REVIEW:

This report has been reviewed and approved by the City Attorney’s Office.

OPTIONS:

The City Council has the following options:

1. Direct staff to prepare a shopping cart ordinance and communicate with stores with shopping carts; or
2. Determine not to prepare a shopping cart ordinance; or
3. Direct staff to engage with businesses and seek voluntary compliance with respect to cart retrieval.

Prepared by: Jeff Anderson, Community Development Director