CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

DECEMBER 2, 2025, 7:00 PM
REGULAR MEETING

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

Mayor Tony Wu
Mayor Pro Tem Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz
Councilmember Brian Gutierrez

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 a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please 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

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

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. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

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

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

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 DECEMBER 2, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Kelly Dupee

PLEDGE OF ALLEGIANCE
Led by Mayor Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS:

- **Gayle Mason**
- **Corless Roanoke**
- **Sandra Taylor**

ORAL COMMUNICATIONS - Three (3) 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.

CITY MANAGER'S REPORT
City Manager's report on current City projects.

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.

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

CITY MANAGER'S OFFICE

1) CONSIDERATION OF FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR A PORTION OF DEVELOPMENT SITE (APN 8474-007-940) IN THE CITY OF WEST COVINA

It is recommended that the City Council authorize the Acting City Manager to execute the First Amendment to the Purchase and Sale Agreement & Joint Escrow Instructions with Real SAET West Covina, LLC (Project Passion Restaurant Group) for the sale of City-owned property located at the northeast corner of the West Covina Mall on E. Garvey Avenue South.

FINANCE DEPARTMENT

2) CONSIDERATION OF THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVAL OF THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

Staff and the Human Resources Commission recommend that the City Council approve the removal of the Lead Jailer classification and the establishment of the Police Jail Supervisor classification by adopting the following resolution:

RESOLUTION NO. 2025-95 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

3) CONSIDERATION OF ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVAL OF THE CLASS SPECIFICATION AND SALARY RANGE FOR THE EXECUTIVE ASSISTANT CLASSIFICATION

Staff and the Human Resources Commission recommend that the City Council approve the establishment of the Executive Assistant classification by adopting the following resolution:

RESOLUTION NO. 2025-96 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

4) REORGANIZATION OF MAYOR AND MAYOR PRO TEM

It is recommended that the City Council reorganize in accordance with the order of mayoral succession outlined by Section 2-21 of the West Covina Municipal Code.

MAYOR/COUNCILMEMBERS REPORTS

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

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

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 Date December 16, 2025 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 STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR A PORTION OF DEVELOPMENT SITE (APN 8474-007-940) IN THE CITY OF WEST COVINA**

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to execute the First Amendment to the Purchase and Sale Agreement & Joint Escrow Instructions with Real SAET West Covina, LLC (Project Passion Restaurant Group) for the sale of City-owned property located at the northeast corner of the West Covina Mall on E. Garvey Avenue South.

BACKGROUND:

The City of West Covina owns approximately 21 acres of land at the West Covina Mall, including a 2.35-acre parcel identified as APN 8474-007-940 (the “Development Site”) (Attachment No. 1). On September 21, 2021, the City declared the Development Site to be surplus property pursuant to Government Code Section 54221(b) through Resolution No. 2021-93. In accordance with the Surplus Land Act (Government Code Sections 54220–54233), a Notice of Availability was issued; however, no proposals were received.

The Development Site currently consists of surface parking and a canopy sign and is subject to a Construction Operating and Reciprocal Easement Agreement (COREA). Following the unsuccessful Notice of Availability process, the City received several unsolicited offers from Project Passion Restaurant Group to purchase a portion of the site. On April 4, 2023, the Group submitted an unsolicited offer of $2 million.

Subsequent negotiations resulted in the submission of a Letter of Intent offering $3 million for the Development Site. The City Council accepted this offer in Closed Session on April 16, 2024. On May 21, 2024, the City Council directed staff to proceed with Project Passion Restaurant Group as the preferred developer.

On August 20, 2024, the City Council authorized staff to enter into an Exclusive Negotiation Agreement (ENA). On January 21, 2025, the Council approved execution of all documents required to finalize the ENA and begin negotiations for a Purchase and Sale Agreement (PSA) to develop an approximately 8,800-square-foot restaurant (concept plan provided as Attachment No. 2).
On August 19, 2025, the City Council authorized the Acting City Manager to execute the Purchase and Sale Agreement & Joint Escrow Instructions with Real SAET West Covina, LLC. Key terms of the PSA (Attachment No. 3) include:

Purchase Price: $3,000,000
Deposit: $150,000
Feasibility Period: 240 days
Closing Costs: Shared 50/50

DISCUSSION:

The PSA was executed by Project Passion Restaurant Group on June 2, 2025. After execution by the Acting City Manager, staff mailed the fully executed agreement to the buyer on September 11, 2025.

On October 1, 2025, Project Passion Restaurant Group informed staff that the original executed agreement had not been received. Staff promptly emailed a scanned copy of the previously mailed agreement the same day.

The PSA states that escrow is deemed open when an original or counterpart of the fully executed agreement has been delivered to each party. To clarify this requirement, Project Passion Restaurant Group has submitted a First Amendment (Attachment No. 4) defining the “Effective Date” as the date the buyer received the agreement, which is October 1, 2025.

The buyer is also requesting the addition of two optional 30-day extensions to the Closing Date to account for potential unforeseen delays. Under the proposed amendment, the buyer may exercise each extension option by providing written notice to the City and the Escrow Holder at least five business days before the then-applicable Closing Date.

LEGAL REVIEW:

The City Attorney's Office has reviewed the First Amendment and approved it as to form.

OPTIONS:

The City Council has the following options:

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

Prepared by: Gerardo Rojas, Economic Development Project Coordinator
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Upon execution of the Purchase and Sale Agreement, the Developer will be required to submit an earnest money deposit of one hundred fifty thousand dollars ($150,000.00) to the City. This deposit is intended to cover the City’s actual third-party, out-of-pocket legal and related expenses necessary to complete the sale of the Development Site. If the transaction proceeds to closing, the City will receive $3 million from the property sale.

All predevelopment costs—including legal fees, permitting, demolition, and construction expenses—will be the sole responsibility of the Developer, making this a turn-key sale for the City. Following the completion of the land transaction, the City will begin receiving property tax revenue from the site. Upon completion and operation of the restaurant by Project Passion Restaurant Group, the City will also receive ongoing sales tax revenue generated by the establishment.

Attachments

Attachment No. 1 - City Owned Parcels Aerial

Attachment No. 2 - Project Development Proposed Site

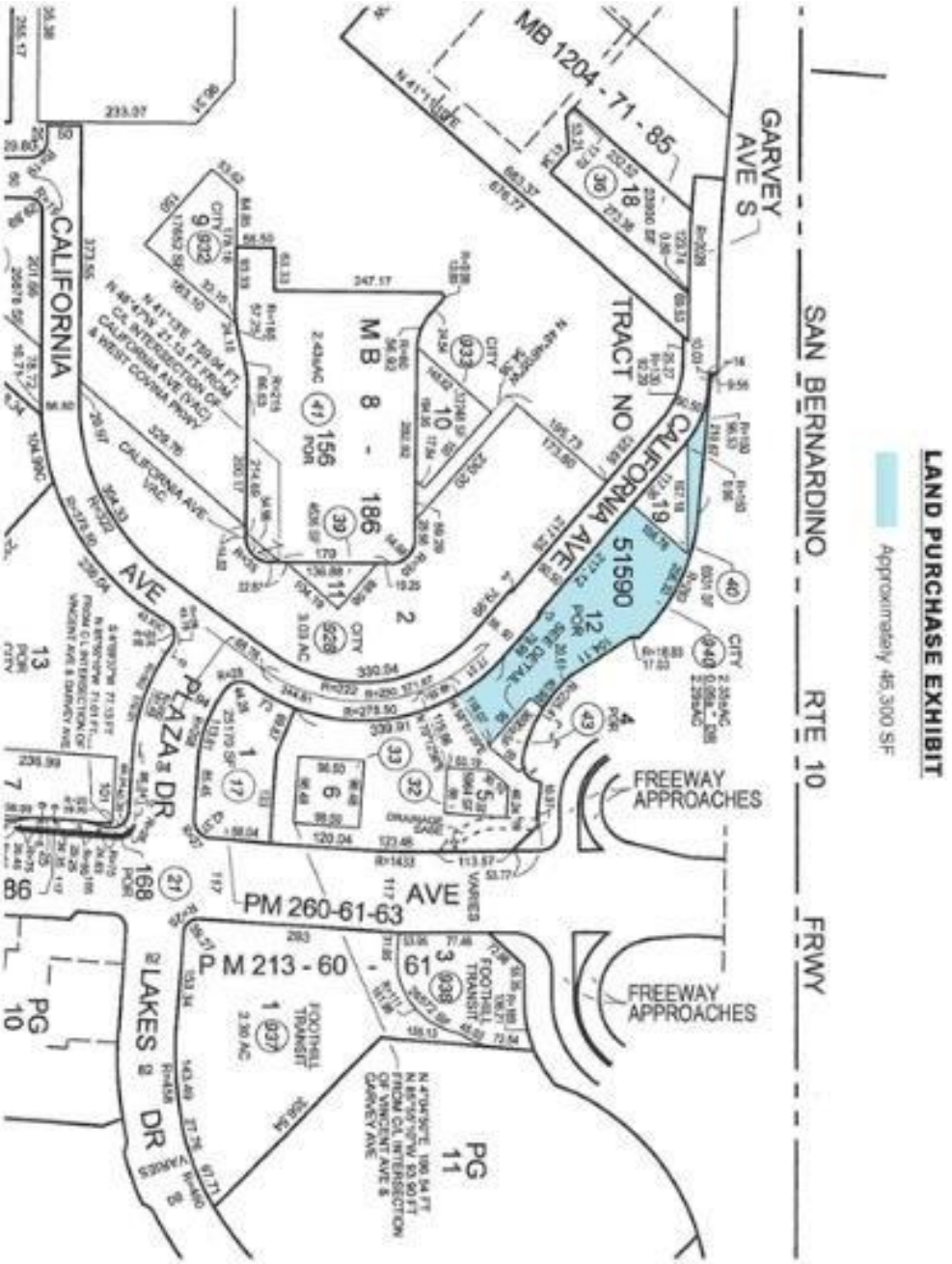
Attachment No. 3 - PSA - Fully Executed

Attachment No. 4 - First Amendment to Purchase and Sale of Real Property and Joint Escrow Instructions

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities

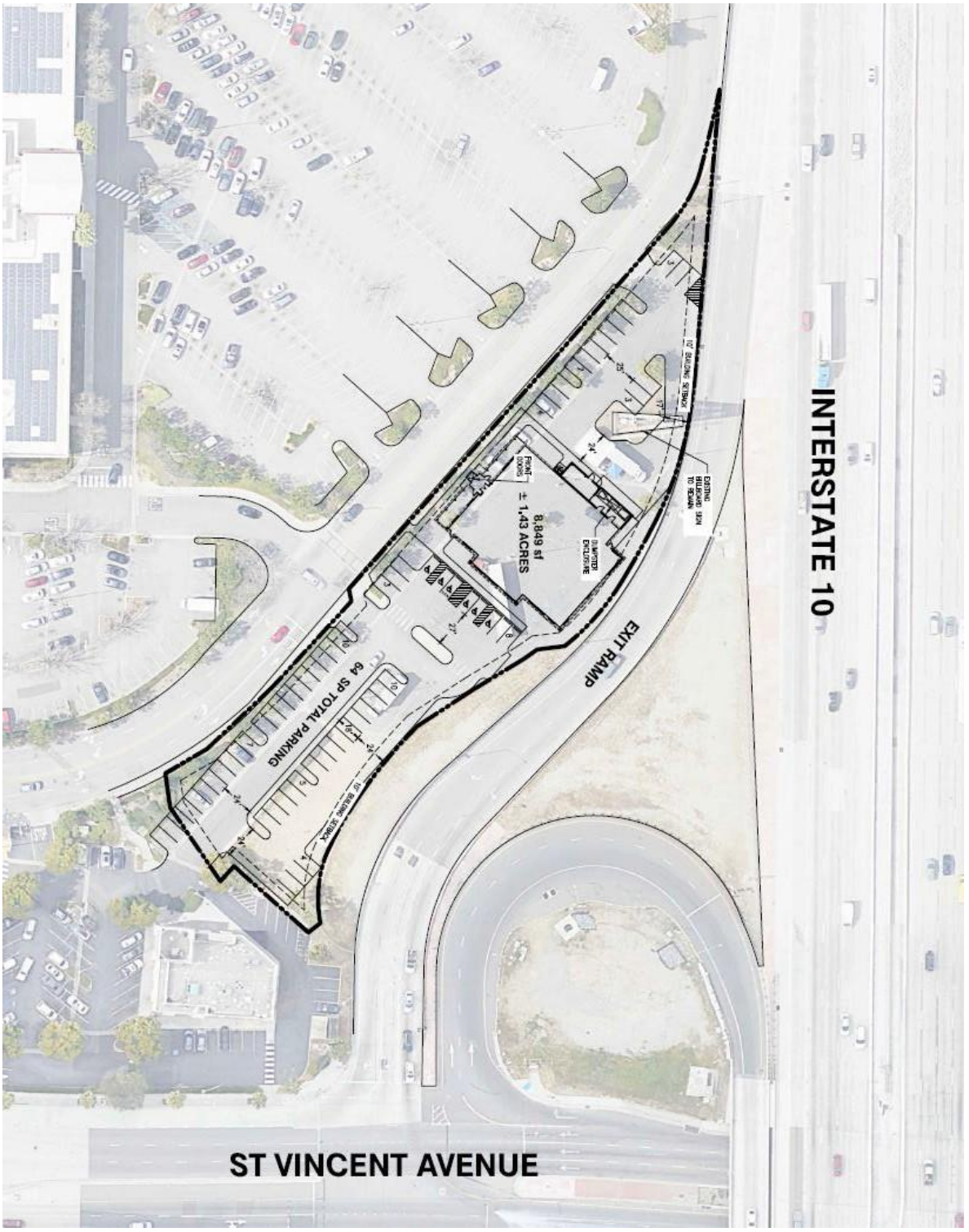
ATTACHMENT NO. 1

DEVELOPMENT SITE MAP



ATTACHMENT NO. 2

Conceptual Site Development Plans



ATTACHMENT NO. 3

PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This Real Property Purchase Agreement and Joint Escrow Instructions (this "**Agreement**"), dated as of June 2, 2025, is between City of West Covina, a municipal corporation ("**Seller**"), and Real SAET West Covina, LLC, a California limited liability company ("**Buyer**") and is entered into with reference to the following facts:

RECITALS

A. Seller owns the Property defined in Section 1.

B. Subject to the terms and conditions of this Agreement, Buyer is interested in acquiring the Property for purposes of constructing a full-service sit down Texas Roadhouse concept restaurant ("Restaurant") with an indoor and outdoor eating area, thereon and Seller is interested in selling the Property to Buyer, for the purpose of Buyer constructing the Restaurant thereon, subject to the City of West Covina's concept approval.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Sale of the Property.

Subject to the terms and conditions of this Agreement and the CC&Rs (as defined below), Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the following:

(a) A portion of the land located in West Covina, California, at the northeast corner of the West Covina Mall on E. Garvey Avenue, with APN 8474-007-940 to be legally described on **Exhibit "A"** upon completion of the Survey (as defined below) and shown as a portion of Parcel 940 of the "Land Purchase Exhibit" on **Exhibit "B"** attached hereto, together with all right, title and interest of Seller in and to all benefits, privileges, easements, tenements, hereditaments and appurtenances appertaining thereto, and together with all right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way (the "Real Estate");

(b) All structures, buildings, improvements and fixtures located on the Real Estate (collectively, the "Improvements"), if any;

(c) To the extent assignable, all intangible property owned by Seller and

used in connection with the Real Estate and the Improvements (collectively, the "Intangible Property"), including specifically, without limitation, all right, title and interest of Seller in the following: (i) all plans and specifications, if any, in the possession of Seller pertaining to the construction of any Improvements; (ii) all licenses, permits, approvals, consents, variances and waivers from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity now in effect with respect to the Real Estate, the Improvements; and (iii) all warranties and guaranties, if any, assignable by Seller and issued to Seller in connection with the Improvements; and

(d) Seller's interest, if any, in all of the oil, gas, and other minerals in and under and that may be produced from the Real Estate (the "Mineral Rights"). The Real Estate, the Improvements, the Intangible Property and the Mineral Rights are herein called the "Land".

2. Opening of Escrow.

When an original or counterpart copy of this Agreement has been fully executed and delivered to each party (the date of such occurrence being referred to herein as the "**Effective Date**"), and the initial earnest money Deposit (defined in Section 3.2.1), are delivered to Chicago Title, (Attn. Mark Brady, Mark.Brady@ctt.com, 858-342-4868 (in such capacity ("**Escrow Holder**"), Escrow shall be deemed opened ("**Opening of Escrow**"). Escrow Holder shall immediately notify Buyer, Seller and their attorneys, in writing, of the date of Opening of Escrow. Opening of Escrow shall occur no later than ten (10) business days following the execution by both parties of this Agreement. If Opening of Escrow does not occur for any reason within this ten (10) business day period, then this Agreement shall automatically terminate.

3. Purchase Price.

3.1. Amount of the Purchase Price. The purchase price for the Property shall be equal to Three Million and 00/100 Dollars ($3,000,000,000) (the "**Purchase Price**").

3.2. Payment of Purchase Price. The Purchase Price shall be paid as follows:

321. Earnest Money Deposit. Within five (5) business days following the Effective Date, Buyer shall deliver to Escrow Holder, in immediately available funds, a deposit of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) (the "Refundable **Deposit**"). Escrow Holder shall place the Refundable

Deposit in a non-interest-bearing account. The Refundable Deposit shall be retained by Escrow Holder and credited to the Purchase Price if Escrow closes pursuant to the terms of this Agreement.

322. Notwithstanding anything in this Agreement to the contrary, One Hundred and No/100ths Dollars ($100.00) of the Refundable Deposit is delivered to the Escrow Holder for delivery to Seller as non-refundable "**Independent Contract Consideration**", and the Deposit is hereby reduced by and shall no longer include the amount of the Independent Contract Consideration so delivered to Seller, which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement during certain periods hereunder.

323. Nonrefundable Deposit. Within five (5) business days following the Effective Date, Buyer shall deliver to Escrow Holder, in immediately available funds, a deposit of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Nonrefundable Deposit"). Escrow Holder shall place the Nonrefundable Deposit in a non-interest-bearing account. The Nonrefundable Deposit shall be retained by Escrow Holder until such time Seller has completed and approved a Final Parcel Map to create Buyer's legal parcel or upon termination of this Agreement, whichever occurs soonest, at which time such portion of the Nonrefundable Deposit as is necessary to reimburse Seller for all third party out-of-pocket costs incurred by Seller in connection with the Final Parcel Map and preparation of the Agreement shall be released to Seller and the remaining balance shall become part of the Refundable Deposit for all purposes. The entire Nonrefundable Deposit shall be credited to the Purchase Price if Escrow closes pursuant to the terms of this Agreement.

324. Except as provided in Section 4.4, at the expiration of the Feasibility Period (defined in Section 4.3.1), unless Buyer has then terminated Escrow as permitted under Sections 4.2.3 or 4.3.2 of this Agreement, the Deposits shall be applied to the Purchase Price but become non-refundable under all circumstances other than, subject to Section 12.28, a termination of this Agreement as a result of (i) a material default by Seller of its obligations and covenants under this Agreement entitling Buyer to terminate this Agreement as expressly set forth herein ("**Seller's Breach**") or (ii) provided Buyer is not in default under this Agreement, non-satisfaction of the remaining conditions to Buyer's obligation to purchase the Property set forth in Section 4 below.

325. Buyer shall deliver to Escrow Holder, in immediately

available funds, the remainder of the Purchase Price as set forth in Section 6.2 below.

4. Conditions Precedent to Buyer's Purchase.

Buyer's obligation to purchase the Property is subject to the satisfaction or waiver of all the conditions set forth below within the applicable time periods specified. If any of these conditions are not satisfied within the applicable time period, then, except as otherwise specifically provided in Sections 4.2, 4.3 and 4.4, and subject to Section 12.28, below, Buyer's sole remedy shall be either to immediately terminate Escrow as set forth below and receive a refund of the Deposit or to waive in writing those conditions which have not been satisfied.

4.1. Issuance of Title Policy. Chicago Title ("**Title Company**") shall be in a position to issue the Title Policy upon Close of Escrow as described in Section 6.1.

4.2. Approval of Title.

421. Within ten (10) business days after the Opening of Escrow, Seller shall cause Escrow Holder to deliver to Buyer a current title commitment covering the Property and showing the state of title to the Land, together with legible copies of all documents shown as exceptions in the preliminary title reports (collectively, the "**Title Report**"). Within thirty (30) days after receiving the Title Report (the "**Title Review Period**"), Buyer may disapprove the Title Report by written notice to Escrow Holder and Seller (the "**Notice of Defect**") specifying the matters shown in the Title Report, if any, which are disapproved by Buyer ("**Disapproved Exception(s)**"). Any exception which is not a Disapproved Exception shall be deemed a "**Permitted Exception.**" Any Notice of Defect shall be presumed received so long as it was sent in conformance with Section 12.3 of this Agreement. If Seller and Escrow Holder have not received the Notice of Defect from Buyer on or before 2 o'clock pm (Pacific Standard time) on the last day of the Title Review Period, then Buyer shall be deemed to have accepted all exceptions to title disclosed on the Title Report and the title contingency shall be conclusively deemed satisfied in all respects. Buyer shall be responsible for obtaining, within the Title Review Period, a survey required in order to delete the survey exception contained in the Title Report and obtain survey coverage in the Title Policy to be issued at Closing (the "Survey"), and Buyer shall be responsible for the payment of all costs relating to the Survey. The legal description of the Property, including the boundary line separating the Property from the remainder of Lot 940 shall be subject to the approval of Seller, such approval not to be unreasonably withheld. Upon approval of the Survey, Seller shall be responsible for obtaining approval and recordation of any required lot split, replat or other documentation

necessary to establish the Property as a separate, standalone tax parcel based on the legal description set forth in the Survey.

4.2.2. Provided Buyer shall have timely and properly delivered Buyer's Notice of Defect, Seller, within ten (10) business days after receiving the Notice of Defect, may deliver to Buyer a notice stating whether or not Seller will use its reasonable efforts to cure the Disapproved Exception(s) on or before Close of Escrow.

4.2.3. If (i) Seller notifies Buyer in writing, as provided above, and then fails to cure that Disapproved Exception as of Closing, or (ii) if Seller fails to give a timely notice that it intends to cure a Disapproved Exception, then Buyer, as its only remedy for Seller having failed to cure the Disapproved Exception as of Closing or having elected not to agree to attempt to cure the Disapproved Exception(s), as applicable, may elect either (i) to waive the Disapproved Exception in writing and proceed to close Escrow, or (ii) to terminate this Agreement in accordance with Section 4.3.2 and receive a refund of the Deposit.

4.2.4. Seller's "**reasonable efforts**," as used in Section 4.2.2, shall not include any obligation of Seller to incur any liability, to spend any money or to file a lawsuit or maintain any legal action to correct or eliminate any exceptions to title; provided, however, notwithstanding anything to the contrary set forth in this Agreement, and whether or not the same is referenced in a Notice of Defect from Buyer, Seller shall be obligated, as of the Closing Date, and at Seller's sole cost and expense, to satisfy any monetary liens of record (e.g., mechanic's lien and any mortgage or deed of trust recorded against the Land) arising by, through or under Seller. The issuance of a title policy endorsement by Title Company on or before Close of Escrow with respect to any Disapproved Exception(s) shall be conclusively deemed to cure the Disapproved Exception(s).

4.2.5. Once title has been approved by Buyer under this Section 4, any new title information received by Seller from a supplemental commitment, survey, or other source that would materially and adversely affect Buyer's use of the Property (collectively, "**New Title Matter**") shall be subject to the same procedure provided above (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the 30-day period in Section 4.2.1 shall be reduced to ten (10) business days after Buyer has received written notice of the New Title Matter.

4.3. Confirmation of Feasibility.

4.3.1. Buyer shall have from the Effective Date until two hundred forty (240) days following the Effective Date (the "**Feasibility Period**") to approve in Buyer's sole judgment and at the Buyer's sole expense the physical condition of the Land and whether Buyer can feasibly use the Property in accordance with Buyer's plans and all other matters relating to the Property or Buyer's proposed use of the Property, other than title matters set forth in Section 4.2. The Feasibility Period is for the benefit of, and may be waived solely by, Buyer. To assist Buyer's feasibility study, Seller shall, no later than fifteen (15) business days after the Opening of Escrow, make available to the Buyer for inspection and copying, at Buyer's sole cost (in terms of copy costs, if any), through digital delivery, in a virtual due diligence room or as the parties may otherwise agree, copies of the following documents to the extent they are in Seller's possession (which may not be any) (collectively, the Buyer "**Property Documents**"): (i) existing surveys in original electronic and CAD format (including legal descriptions); (ii) soil reports; (iii) all geotechnical studies and report; (iv) Civil engineering studies, plans and test reports/results in CAD and PDF format; (v) any information regarding the environmental condition of the Property, including environmental studies; (vi) any reports or documents prepared by third parties with respect to the physical condition or entitlement of the Property; (vii) copies of any civil engineering drawings, licenses or permits prepared or issued in connection with the Property; (viii) information relating to the rental, license, lease, easement, or any other document granting to any party(ies) a right of possession or use of the Property or any portion thereof; (ix) contact information for the property owner for Parcel 40; (x) contact information for the property owner for Parcel 43; (xi) any documents relating to the location of prior utility services, including but not limited to the domestic water, fire water, sanitary sewer, storm sewer, electrical, gas, internet, and telephone services previous run on through Parcel 940 to the prior operating business; and (xii) documentation of recorded parcel when returned to Seller by the State of California, provided, however, that Property Documents shall not include Seller's confidential proformas, projections, internal accounting and internal financial information and appraisals, all of which may be excluded from such delivery.

4.3.2. Buyer shall have until the expiration of the Feasibility Period to determine, in Buyer's sole discretion, the suitability of the Property for acquisition by Buyer. Buyer's efforts during the Feasibility Period will include but are not limited to seeking (i) all necessary approvals from the Developer and any other necessary parties under the COREA (as defined in Section 4.8) or other applicable documents to allow Buyer to build and operate a Texas Roadhouse in accordance with Buyer's plans and specifications, (ii) any necessary amendment to the COREA establishing the Land as an approved Building Site with adequate allowable Floor

Area, (iii) confirmation that the Land benefits from the Easements (including parking and access) established in the COREA; (iv) confirmation that the Owner Participation Agreement dated June 26, 1989 entered into by and between the Redevelopment Agency for the City of West Covina and Plaza West Covina, LLC (as amended, the "**OPA**") does not assess any charges or fees against the Land; (v) approvals from any other third parties that may have rights of approval, (vi) approval by the land owners of Parcel 40 (also known as Lot 19) and Parcel 43 to allow for the redevelopment of such Parcels in accordance with Buyer's site plan and a permanent right to use such Parcels for access and parking, (vii) approval by the Developer and any other necessary parties under the COREA to allow a protected parking area as generally shown in green on **Exhibit "B"** (the "Protected Parking Area") that cannot be redeveloped or used for any purpose other than parking and access drives, (viii) approval from all necessary departments within the City of West Covina for Buyer's Conceptual Grading, Drainage, Landscape, Site Plan, Floor Plan, Elevations, Finishes, and Signage; and (ix) preliminary approval of the Conditional Use Permit for service of full liquor, Type 47 license to be issued by the California ABC. Buyer shall have the right to terminate this Agreement pursuant to this Section 4.3.2 and Section 4.3.3 if it is unable to secure any approval or preliminary approval it deems necessary by giving written notice to Seller prior to the expiration of the Feasibility Period.

4.3.3. Buyer shall have unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 2:00 p.m. Pacific Time on the date of expiration of the Feasibility Period. If Buyer fails to deliver written notice of its election to proceed with the transaction or to terminate this Agreement prior to the expiration of the Feasibility Period, then such failure shall be deemed Buyer's election to terminate this Agreement. If Buyer so elects (or is deemed to have so elected) to terminate this Agreement pursuant to Section 4.3.2 or this Section 4.3.3, Escrow Holder shall return the Deposit to Buyer without the need for Seller's approval or signature and the Property Documents shall be returned to Seller (or destroyed by Buyer), whereupon, except for those provisions of this Agreement which, by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. If Buyer, by written notice provided by the end of the Feasibility Period, elects to proceed with the transaction contemplated by this Agreement, then Buyer shall have no further right to terminate this Agreement pursuant to this Section 4.3.3. Notwithstanding anything to the contrary contained in this Agreement, notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given by Buyer as provided in this Agreement or by Buyer or Buyer's attorney by email to Seller and Seller's attorney.

4.3.4. At reasonable times, and so long as Buyer does not unreasonably disrupt Seller's current operations, and subject to the terms and conditions set forth in this Section 4.3.4 and in Section 4.3.5 below, and the matters set forth in the Title Report, Seller shall provide a limited license to Buyer and its representative, agents, and contractors to enter upon the Property, at Buyer's own cost and expense, in connection with Buyer's proposed purchase of the Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 4.3.1. Buyer, its representatives, agents and contractors shall (i) provide Seller with not less than 48 hours prior written notice, (ii) perform all work permitted under this paragraph in a diligent, expeditious and safe manner, (iii) not allow any dangerous or hazardous condition caused by Buyer to continue beyond the completion of the work permitted under this paragraph, (iv) comply with all applicable laws and governmental regulations, and (v) keep the Property free and clear of all mechanics' and materialmen's liens or other liens arising out of the entry and work performed under this paragraph by Buyer, its representatives, agents and contractors. Buyer shall be permitted to undertake reasonable invasive testing including, without limitation, soil borings, potholing to determine utility depths and Phase II environmental testing if recommended by any Phase I. After any entry, Buyer shall immediately repair any damage to the Land caused by Buyer to the same condition as before Buyer entered the Land. Buyer shall indemnify, hold harmless and defend Seller and the Property from and against any and all claims, damages and liability, of any nature whatsoever, arising out of or in any manner related to the acts, errors or omissions of Buyer, its representatives, agents or contractors, in the exercise of Buyer's rights set forth in this Section 4.3.4; provided, however, the foregoing indemnity and repair obligations shall not extend to, and Seller hereby releases Buyer from liability for, any claims, damages or other liability resulting from or related to any existing environmental contamination with respect to the Property, or any other deficiencies in the Property, that is merely discovered by Buyer or its agents or representatives, as a result of its investigations. This limited license shall be deemed revoked upon termination of this Agreement. Notwithstanding anything to the contrary set forth herein, in the event a Phase I recommends a Phase II and Buyer orders the Phase II, the Feasibility Period shall all automatically be extended as necessary to the date that is ten (10) business days after Buyer's receipt of the Phase II.

4.3.5. Buyer agrees to require any contractor or subcontractor who will be entering the Property to maintain worker's compensation and commercial general liability insurance policies to cover its activities on the Property. At least two (2) days before entering on the Property, Buyer shall deliver to Seller a certificate of insurance evidencing insurance coverage in compliance with the terms of this paragraph. The insurance required under this Section shall include a commercial general liability

insurance policy having a combined liability limit of at least Two Million and 00/100 Dollars ($2,000,000) and property damage limits of at least One Million and 00/100 Dollars ($1,000,000). The insurance policy shall be primary and noncontributing with any insurance which may be carried by Seller, and shall name Seller as an additional insured pursuant to ISO CG 20 10 11 85 (or its equivalent form) endorsement (and such insurance shall provide for waiver of subrogation as to all additional insureds). The insurance policy shall also provide that it may not be canceled or modified without at least thirty (30) days prior written notice to Seller.

4.4. Entitlements

4.4.1. From and after the expiration of the Feasibility Period, at its sole expense, Buyer covenants and agrees that Buyer will apply for and diligently seek to obtain the necessary permits and approvals from all applicable governmental authorities to construct the Texas Roadhouse restaurant in accordance with Buyer's plans and specifications for the Project (collectively, the "**Entitlement Approvals**"). Seller will reasonably cooperate with Buyer to the extent necessary to allow Buyer to obtain the Entitlement Approvals, at no cost or liability to Seller, such cooperation including executing applications that are required to be signed by the fee owner of the Land. Buyer shall provide Seller copies of any due diligence documentation and reports related to the planned development within ten (10) days of receipt.

4.4.2. Buyer may terminate this Agreement by delivery of notice thereof to Seller on or prior to the date that is one hundred fifty(150) days after the expiration of the Feasibility Period (the "**Entitlement Period**") if the Entitlement Approvals have not been, or in Buyer's judgment, will not be, received or issued as of such date, whereupon Buyer and Seller shall each be released from all liability hereunder (except for those provisions which recite that they survive termination) and the Deposit shall be refunded to Buyer. No Entitlement Approvals shall be deemed to be received or issued if (A) there exist any unexpired appeal, contest, challenge or review periods for the issuance of such Entitlement Approvals, (B) an appeal, contest, challenge or review has been filed with respect to such Entitlement Approvals and the same has not been resolved on terms satisfactory to Buyer, or (C) such Entitlement Approvals are only available with conditions unacceptable to Buyer in its sole, but reasonable discretion.

4.5. Deposit of Documents.

Seller shall have signed, acknowledged and delivered all documents and instruments to Escrow Holder as required in Section 6.3.

4.6. Validity of Representations and Warranties.

All representations and warranties by Seller in this Agreement shall be materially true on Close of Escrow as if made at that time.

4.7. Performance of Covenants.

Seller shall have timely performed all its covenants under this Agreement, unless excused by reason of Buyer's prior breach of this Agreement.

4.8. Deed Covenants. Seller shall cooperate with Buyer to amend the COREA to satisfy the requirements of Section 4.3.2 (i), (ii) and (iii)) above.

As used herein, the "**COREA**" shall mean that certain Construction Operating and Reciprocal Easement Agreement dated December 24 1973 as Instrument No. 19731224-1676, First Amendment to Construction, Operation and Reciprocal Easement Agreement dated December 16, 1976 as Instrument No. 19761216-5514, Second Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 21, 1990 as Instrument No. 1990-1099047, Third Amendment to and Restatement of Construction, Operation and Reciprocal Easement Agreement dated October 15, 1993 as Instrument No. 1993-2018126, by and among Centermark Properties of West Covina, Inc., Carter Hawley Hale Stores Inc., Bullock's Properties Corp., J.C. Penney Properties, Inc., The May Department Stores Company, and The Redevelopment Agency of the City of West Covina.

4.9. In no event shall escrow close until (i) Buyer confirms the Feasibility Period's expiration or the waiver of same, (ii) Seller has approved and/or Buyer has obtained approval from the City of West Covina for Buyer's preliminary site plan, prototypical exterior building elevations, prototypical signage, and prototypical building finishes and any plans (iii) all necessary parties under the COREA have approved the required Protected Parking Area, (iv) all necessary parties under the COREA have approved of the use and inclusion of the Property within the COREA, including that the Property benefits from all access, parking and other easements granted therein, (v) the City of West Covina has approved the CUP, (vi) the City of West Covina is ready to issue Permits and approvals from all other authorities having jurisdiction are received by Buyer, (vii) Buyer receives necessary approvals from Parcel 40 (also known as Lot 19) and Parcel 43 to permanently use and improve the land. Seller shall cooperate and assist Buyer with its application for a Conditional Use Permit for a Type 47 full liquor service license through the California Department of Alcoholic Beverage Control. No further approval shall be required from Seller unless such items are materially altered for reasons other than satisfying applicable governmental

requirements. Any changes required by applicable governmental requirements shall be deemed approved by Seller.

If these conditions are not satisfied on or prior to the Closing Date, Buyer may terminate this Agreement and receive a refund of the Deposit and any Extension Deposits (as defined below).

5. Conditions Precedent to Seller's Performance.

Seller's obligation to sell the Property is subject to the satisfaction or waiver of all conditions set forth below within the applicable time periods specified.

5.1. Deposit of Documents and Funds.

Buyer shall have signed, acknowledged and timely delivered all documents, instruments and funds to Escrow Holder as required in Section 6.2.

5.2. Validity of Representations and Warranties.

All representations and warranties by Buyer in this Agreement shall be true on Close of Escrow as if made at that time.

5.3. Performance of Covenants.

Buyer shall have timely performed all of its covenants under this Agreement, including, without limitation, timely delivery of the Deposit due hereunder.

6. Closing of Escrow.

6.1. Closing Date.

6.1.1. Subject to the condition precedents set forth in Sections 4 and 5, Escrow shall close on or before 2:00 o'clock pm (Pacific Standard time) on the "**Closing Date**", which shall be on or before sixty (60) days after expiration of the Entitlement Period; provided, that, Buyer shall have the right to extend the Closing Date up to two (2) times (each an "**Extension Option**"), upon (a) written notice to Seller and Escrow Holder no later than five (5) business days prior to the then-applicable Closing Date, electing to exercise its Extension Option, and (b) deposit of an additional Fifteen Thousand Dollars ($15,000.00) (the "**Extension Deposit**") with Escrow Holder concurrently with Buyer's delivery of its notice electing to exercise such Extension Option. The Extension Deposit(s) shall be nonrefundable to Buyer except in the event of the failure of a condition precedent to Buyer's obligation to close or a Seller Breach (as

defined below) hereunder, and applicable to the Purchase Price. Notwithstanding the foregoing, and provided, that, Buyer has completed and delivered its initial submission for its entitlement and permit review process for construction of the Restaurant to the City of West Covina no later than five (5) business days after expiration of the Feasibility Period, Buyer shall not be required to pay the Extension Deposit to exercise its Extension Option if the delay in the Closing Date is solely caused by the failure of the City of West Covina to complete its entitlement and permit review process within its projected timeline (which projected timeline as of the Effective Date is one hundred fifty (150) days from Buyer's initial submission to the City of West Covina) and such delay was due to no fault of Buyer.

6.1.2 The terms "**Close of Escrow**" and/or "**Closing**" are used in this Agreement to mean the time and date (which shall be as provided in Section 6.1.1 and Section 6.3) the Grant Deed is filed for recording by Escrow Holder in the Office of the Los Angeles County Recorder.

6.2. Deposits to be Made by Buyer.

At or before 5:00 p.m. (Pacific Standard time) on the last business day immediately before Close of Escrow, Buyer shall deliver to Escrow Holder:

6.2.1. Immediately available funds in an amount which, when added to the Deposit, shall equal the Purchase Price. Buyer's funds must actually be transferred into and received by Escrow Holder's depository bank account by Close of Escrow;

6.2.2. A Buyer's Affidavit in form and substance reasonably requested by Title Company; and

6.2.3. Such documents and fees as Buyer is required to deliver and pay, if any, under this Agreement or as shall be reasonably requested by the Title Company to effectuate the purposes and intent of this Agreement.

6.3. Deposits to be Made by Seller.

At or before 5:00 p.m. (Pacific Standard time) on the last business day immediately before the Close of Escrow, Seller shall deliver to Escrow Holder:

6.3.1. A Grant Deed conveying Seller's interest in the Property, properly signed and acknowledged by Seller (the "**Grant Deed**");

6.3.2. A Certification of Non-Foreign Status certifying, pursuant to

Internal Revenue Code section 1445, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

6.3.3. An owner's affidavit from Seller in a form reasonably requested by the Title Company; and

6.3.4. Seller's executed original counterpart of the COREA amendment in accordance with Section 4.8 of this Agreement; and

6.3.5. A certificate from Seller, dated as of the date of Closing and duly executed on behalf of Seller, in the form attached hereto as **Exhibit "C"** ("**Seller's Certificate**"), evidencing the reaffirmation of the truth and accuracy in all material respects of Seller's representations and warranties set forth in Section 9 hereof, with such modifications thereto as may be appropriate in light of any change in circumstance since the Effective Date to the extent such changes were not the result of a breach by Seller of its obligations under this Agreement.

6.3.6. Such documentation as may reasonably be required by the Title Company to establish that this Agreement, the transactions contemplated herein, and the execution and delivery of the documents required hereunder, are duly authorized, executed and delivered on behalf of Seller.

7. Title Policy.

7.1. At Close of Escrow, Title Company shall issue and deliver to Buyer, or irrevocably commit to issue, an Standard A.L.T.A. Owner's Policy of title insurance (the "**Title Policy**"), with liability in the amount of the Purchase Price, insuring fee title in the Land vested in Buyer, free of encumbrances, except:

7.1.1. All non-delinquent general and special real property taxes and assessments;

7.1.2 Easements, encumbrances, covenants, conditions and restrictions, reservations, rights-of-way and other matters of record of whatever kind or nature as shown in the Title Report as finally approved by Buyer under Section 4.2 (including any COREA or OPA, as applicable, which may be recorded against the Property and the Seller Retained Property concurrent with Closing);

7.1.3 Any encumbrance placed of record by or through the acts of omissions of Buyer; and

7.1.4 All exceptions agreed upon by Buyer and Seller pursuant

to Section 4.2.

Buyer may obtain from the Title Company its A.L.T.A. Extended Coverage title policy, and/or such endorsements as Buyer may require, provided that (i) all costs thereof (including survey costs) shall be at Buyer's expense, and (ii) the issuance of an A.L.T.A. Extended Title Policy shall not extend Buyer's title approval period under Section 4.2, the Feasibility Period or the Close of Escrow.

8. Termination and Cancellation of Escrow.

8.1. Except as otherwise provided in Section 11.28 or elsewhere in this Agreement, Buyer and Seller agree that in no event shall Escrow be extended beyond the Closing Date unless Buyer and Seller mutually agree in writing. If Escrow fails to close when and as provided in Section 6.1, then, unless that failure is caused by Seller's Breach or the permitted termination by Buyer or Seller under this Agreement, Escrow shall terminate automatically without further action by Escrow Holder or any party, Buyer shall have no further right, title or interest in or to the Property. Termination of Escrow, as provided in this Section 8.1, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other which may otherwise arise from this Agreement in connection with that termination.

In the event that Buyer terminates Escrow, Buyer shall, to the extent allowable by law or contract, provide Seller with a copy of all site investigations related to the Property (collectively "**Feasibility Documents**") as an accommodation to Seller. Feasibility Documents do not include project development concept related documents such as architectural plans, elevations, floor plans, renderings, proformas and other such documents all of which shall remain the property of the Buyer or its agents. Feasibility Documents shall be provided to Seller only as an accommodation to Seller and Buyer shall not be liable for the accuracy, completeness or Seller's right to rely on of any of the documents. The Feasibility Documents provided to Seller or its consultants by Buyer, its agents, employees or contractors shall not be representations or warranties. Seller shall not rely on such Feasibility Documents. Seller shall rely only on its own, and its consultants' inspections of the Property. Any Feasibility Documents provided to Seller are made solely for Seller's own benefit.

8.2. Except as otherwise expressly provided herein, if (i) any condition to performance by Buyer or Seller has not been satisfied or waived within the time period and in the manner set forth in this Agreement, or (ii) either Buyer or Seller is otherwise allowed to terminate Escrow under this Agreement, the party electing to terminate Escrow may do so only by timely delivering written notice to the other party

and to Escrow Holder. Either party's failure to timely terminate Escrow when and as provided in this Section 8.2 shall constitute a waiver of that party's right to terminate with respect only to the particular event giving rise to the right of termination.

8.3. If the Close of Escrow fails to occur because of either party's default, the defaulting party shall be liable for reasonable Escrow cancellation and Title Company charges ("**Escrow Cancellation Charges**"). If Close of Escrow fails to occur for any other reason, Buyer and Seller shall each pay one-half (1/2) of any Escrow Cancellation Charges.

8.4. If the Close of Escrow fails to occur as the result of a Seller's Breach, Buyer may either (1) terminate this Agreement by delivery of notice of termination to Seller and Escrow Holder, whereupon Escrow Holder or Seller, as applicable, shall return the Deposit and any Extension Deposits to Buyer, and neither party shall have any further rights or obligations hereunder, except for those which by their express terms survive the termination of this Agreement or (2) continue this Agreement pending Buyer's action for specific performance without any abatement in the Purchase Price or other consideration and without claim for damages, provided, however, that unless Buyer commences an action for specific performance within thirty (30) days after the date the Close of Escrow fails to occur because of Seller's Breach, Buyer will be conclusively presumed to have elected to terminate this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative, or consequential damages. This Agreement confers no present right, title or interest in the Property to Buyer and Buyer agrees not to file a *lis pendens* or other similar notice against the Property except in connection with, and after, the filing of a suit for specific performance. As used herein, "**Seller's Breach**" means Seller's failure to perform its obligations hereunder beyond any applicable notice or cure period..

8.5 Limitations.

8.5.1 Limitation Period. The representations and warranties of Seller, and any covenants and indemnities of Seller which expressly survive the Closing, contained in this Agreement and in any document executed by Seller pursuant to this Agreement ("**Seller's Surviving Warranties**") shall survive Buyer's purchase of the Property for a period commencing on the Closing Date and ending one hundred eighty (180) calendar days after the Closing Date (the "**Limitation Period").** Seller's liability for breach of any such covenant, indemnity, representation, or warranty with respect to the Property shall be limited to claims in excess of an aggregate $20,000 and Seller shall be liable only to the extent that such aggregate exceeds such figure. Seller's aggregate liability for claims arising out of such covenants,

indemnities, representations, and warranties with respect to the Property shall not exceed $300,000. Buyer shall provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such covenants, indemnities, warranties or representations and shall allow Seller 30 days within which to cure such breach, or, if such breach cannot reasonably be cured within 30 days, an additional reasonable time period, so long as such cure has been commenced within such 30 days and is being diligently pursued. All liability or obligations of Seller under any of Seller's Surviving Warranties shall lapse and be of no further force or effect with respect to any matters not contained in a written notice delivered as contemplated above within the Limitation Period. If Seller fails to cure such breach after written notice and within such cure period, Buyer's sole and exclusive remedy shall be an action at law for actual damages (subject to the second and third sentences of this Section 8.6.1 as a consequence thereof, which must be commenced, if at all, within the Limitation Period; provided, however, that if within the Limitation Period Buyer gives Seller written notice of such a breach and Seller notifies Buyer of Seller's commencement of a cure, commences to cure and thereafter terminates such cure effort, Buyer shall have an additional 30 days from the date of such termination within which to commence an action at law for damages as a consequence of Seller's failure to cure. The Limitation Period referred to herein shall apply to known as well as unknown breaches of such covenants, indemnities, warranties or representations. Buyer's waiver and release set forth in Section 13 shall apply fully to liabilities under such covenants, indemnitees, representations, and warranties and is hereby incorporated by this reference. Buyer specifically acknowledges that such termination of liability represents a material element of the consideration to Seller.

8.5.2 Disclosure. Notwithstanding any contrary provision of this Agreement, if during the pendency of this Agreement prior to Closing, Seller discloses, in writing, any matters which make any of Seller's representations and warranties untrue in any material respect or in the event that Buyer, in writing, otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue in any material respect, such representations and warranties shall be deemed modified to reflect such matters and Seller shall bear no liability for such matters, but Buyer shall have the right to elect in writing within fifteen (15) days after becoming aware of any such matter, but in no event later than the Closing Date, (i) to terminate this Agreement and receive a prompt return of the Deposit and any Extension Deposit(s), or (ii) to waive such matter and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement (and any failure to give notice under clause (i) shall be deemed to constitute such a waiver).

9. Seller's Representations and Warranties.

The following constitute representations and warranties of Seller and shall also be true and correct in all material respects as of the date hereof and as of the Closing Date, and shall survive the Close of Escrow for a period of six (6) months after Close of Escrow.

9.1. Authority.

Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The individuals executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

9.2. Requisite Action.

As of the date hereof, all requisite action (corporate, partnership or otherwise) has been taken by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

9.3. Validity.

This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

9.4. Violations. To Seller's knowledge, Seller has not received any written notice from any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance or regulation, including any applicable environmental laws, or the COREA or other documents of record.

10. Buyer's Representations and Warranties.

In addition to any express agreements of Buyer contained herein, the following constitute covenants, representations and warranties of Buyer and shall also be true and correct as of the Close of Escrow (and the truth and accuracy of which shall constitute a condition to the Close of Escrow), and shall survive the Close of Escrow:

10.1. Authority.

Buyer and Seller have the legal power, right and authority to enter into

this Agreement and the documents referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the documents referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

10.2. Requisite Action.

As of the date hereof, all requisite action (corporate, partnership or otherwise) has been taken by Buyer and Seller in connection with the entering into this Agreement and the documents referenced herein, and the consummation of the transactions contemplated hereby.

10.3. Validity.

This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

11. Brokerage Commissions.

Buyer and Seller acknowledge to each other that Buyer is represented by Jeff Drew with Retail Insite. Buyer shall be responsible for payment of any and all brokerage fees and commissions. Buyer indemnifies, defends and holds harmless Seller from and against any and all liability, cost, damage or expense on account of any brokerage commission or finder's fee it has agreement to pay. This indemnification survives the termination of this Agreement.

12. General Provisions.

12.1. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective representatives, successors and assigns as may be permitted below. Buyer may assign this Agreement to an entity which it shall form for the purpose of owning and developing the Property without obtaining approval from the Seller. Any other assignment of Buyer's interest shall require Seller's prior written approval, such approval not to be unreasonably withheld. In no event, however, shall any designation, assignment or nomination relieve Buyer of any obligations under this Agreement.

12.2. Attorneys' Fees.

In any action between the parties arising out of this Agreement or the Escrow, or in connection with the Property, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief or other relief, to its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees fixed by the court.

12.3. Approval and Notices.

Any approval, disapproval, demand, document or other notice ("**notice**") which either party may desire to give to the other party or to Escrow Holder must be in writing and may be given by personal delivery, electronic mail, facsimile, overnight mail courier to the party to whom the notice is directed at the address of the party set forth below, or at any other address as the parties may later designate:

To Seller:	City of West Covina City Manager 1444 West Garvey Ave. South, Room 305 West Covina, CA 91790
With a copy to:	City Attorney City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790
To Buyer:	Real SAET West Covina LLC 235 West Market Street San Diego, CA 92101 Attn: Tara Hurta, Alisha Lapkewych email: tara@projectpassion.ventures alisha@projectpassion.ventures

Any notice under this Agreement, whether served personally or by electronic mail, facsimile or delivered by mail, shall be deemed given only upon actual receipt by the intended party.

12.4. General Escrow Provisions.

Notwithstanding anything to the contrary contained in this Agreement, Escrow Holder's Escrow Agreement are incorporated by reference herein to the extent

they are not inconsistent with the provisions of this Agreement. If there is any inconsistency between the Escrow Agreement and any of the provisions of this Agreement, the provisions of this Agreement shall control. If any requirements relating to the duties or obligations of Escrow Holder are unacceptable to Escrow Holder, or if Escrow Holder requires additional instructions, the parties agree to make any deletions, substitutions and additions, as counsel for Buyer and Seller shall mutually approve, and which do not materially alter the terms of this Agreement. Any supplemental instructions shall be signed only as an accommodation to Escrow Holder and shall not be deemed to modify or amend the rights of Buyer and Seller, unless those signed supplemental instructions expressly so provide.

12.5. Prorations.

Property taxes and assessments on the Property shall be prorated between Buyer and Seller as of Close of Escrow, based on the most current statements and information available to Escrow Holder. If the Property is part of a larger assessor's parcel, then the property taxes allocable to the Property shall be determined on pro rata basis based on acreage. Buyer shall be responsible for the lien of supplemental taxes, if any, assessed against the Property for acts or events occurring on or after Close of Escrow. In addition, Buyer shall be responsible for its pro rata share of "Common Area Maintenance Costs" (as defined in the COREA) and any other fees, assessments, expenses and payments required under the COREA with respect to the Property.

12.6. Payment of Costs.

Seller shall pay (i) all title search, exam, Seller's attorney, and abstract fees, including, without limitation, the Title Company's charge for the issuance of the Commitment, if any, (ii) the title premium in connection with an Owner's Title Policy, (iii) one half (1/2) of any real property deed tax, and (iv) one-half (1/2) of Escrow costs and fees. Buyer shall pay, (i) the charge for recording the Grant Deed, (ii) one half (1/2) of any real property deed tax, (iii) one-half (1/2) of all Escrow costs and fees, (iv) all of the title endorsement costs and survey costs, if elected by Buyer, and (v) all mortgage registry tax (if any). Any extraordinary title and/or escrow charges, costs or fees relating to this transaction (and not referenced above) shall be paid by Buyer.

12.7. Escrow Holder Authorized to Complete Documents.

If necessary, Escrow Holder is authorized to insert the date Escrow closes as the date of documents conveying interests herein.

12.8. Recordation of Documents.

When all of the conditions in Sections 4 and 5 have been satisfied or waived and Closing occurs, Escrow Holder shall cause the Grant Deed, the amendment to the COREA, and any other recordable instruments to be filed for recordation in the office of the county recorder for which the Property is located. Escrow Holder shall supply all parties listed in Section 12.3 with conformed copies of documents submitted for recording. None of this Agreement, any memorandum of agreement or notice relating to the Agreement may be recorded in any public records.

12.9. Delivery of Documents and Funds.

Upon Close of Escrow, Escrow Holder shall deliver to Seller and to Buyer all documents and funds to which each is entitled and for whose benefit those documents and funds were delivered to Escrow Holder.

12.10. Performance by Escrow Holder.

Escrow Holder is to be concerned only with those paragraphs under this Agreement where Escrow Holder is given instructions to perform certain acts or with those paragraphs where escrow holders generally and reasonably would be expected to act.

12.11. Risk of Loss.

All risk of loss concerning the Property shall be borne by Seller only until the Closing Date.

12.12. Condemnation.

If any portion of the Property, is taken or made the subject of a taking before the Closing Date as a result of the condemnation (including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, or negotiations, offers or agreements prior to or in lieu of condemnation or eminent domain proceedings), Seller shall immediately give Buyer notice of the taking. Within fifteen (15) days after Seller delivers the notice, Buyer shall elect, by delivering to Seller a written notice, either (i) to terminate this Agreement in which event Buyer and Seller shall share equally in all Escrow costs and the Deposit and any Extension Deposits refunded to Buyer, or (ii) to proceed with the purchase of the Property and consummate this Agreement in accordance with its terms. Buyer's failure to deliver to Seller notice of its election within the 15-day period shall be deemed Buyer's election to

terminate this Agreement. If Buyer elects option (ii), Seller shall, at the Closing, assign to Buyer all Seller's right, if any, to receive any portion of any condemnation award.

12.13. Interpretation.

This Agreement is made under the laws of the state in which the Property is located. All actions or claims arising out of or in connection with this Agreement or any other actions or claims between the parties hereto shall be brought only in state court in the county in which the Property is located.

12.14. Titles, Captions and Paragraphs.

Titles and captions are for convenience only and shall not constitute a portion of this Agreement. References to paragraph numbers are to paragraphs as numbered in this Agreement unless expressly stated otherwise.

12.15. Gender.

As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

12.16. No Waiver.

A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

12.17. Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. In no event shall any amendment or other modification to this Agreement be implied by or construed from oral statements or from the conduct of any party.

12.18. Severability.

If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to

whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

12.19. Merger of Prior Agreements and Understandings.

This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, letters of intent, representations and statements, oral or written, are merged into this Agreement and shall be of no further effect. Except as otherwise expressly provided in this Agreement, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Deed and other instruments executed at Closing, shall terminate at Closing and shall not survive the Closing.

12.20. Time of Essence.

Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement in general, and of the title approval period, the Feasibility Period and Close of Escrow in particular.

12.21. Possession of Property.

Buyer shall be entitled to possession of the Property only at Close of Escrow.

12.22. Counterparts.

This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding Agreement.

12.23. Exhibits Incorporated by Reference.

All exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.24. Computation of Time.

The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day Escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, in which case the time shall be extended to the next business day.

12.25. Other Documents; Cooperation of Parties.

Each party agrees to sign any other and further instruments and documents as may be reasonably necessary or proper in order to accomplish the intent of this Agreement.

12.26. Waiver of Jury Trial.

AS A MATERIAL PART OF THE CONSIDERATION UNDER THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BUYER AND SELLER EACH WAIVES ALL RIGHTS TO TRIAL BY JURY IF LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

The provisions of this paragraph shall survive the termination of this Agreement and the Close of Escrow.

12.27. Not an Offer.

Delivery of unsigned copies of this Agreement is solely for the purpose of review by the party to whom delivered, and neither the delivery nor any prior communications between the parties, whether oral or written, shall in any way be construed as an offer, nor in any way imply any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Buyer constitutes an offer which shall not be deemed accepted by Seller unless and until Seller has signed this Agreement and delivered a duplicate original to Buyer.

12.28 Notice of Default; Cure Period. With respect to a default by either party hereunder, neither party will be in default under this Agreement unless and until the other party gives the defaulting party written notice specifying the default or defaults and such default or defaults have not been cured within three (3) business days from the defaulting party's receipt of such notice.

12.29 Electronic Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted by facsimile or electronic mail shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other party to this Agreement.

12.30 No Recording. Buyer shall not record this Agreement or any notice thereof. If such recording shall occur, Seller shall have, in addition to all other remedies for breach by law, the right to terminate this Agreement by written notice to Buyer.

13. Buyer's Reliance on its Investigations. Buyer acknowledges and agrees that (a) the Property is being sold, and Buyer accepts possession of the Property on the date of Closing, "AS IS, WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price; (b) except for Seller's representations and warranties in Section 9 ("**Seller's Warranties**"), neither Seller nor any Seller Related Party has or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, any matter set forth, contained or addressed in the documents delivered to Buyer in connection with the Property (including, but not limited to, the accuracy and completeness thereof) or the results of Buyer's due diligence; and (c) Buyer has confirmed independently all information that it considers material to its purchase of the Property or the transaction contemplated hereby. Buyer specifically acknowledges that, except for Seller's Warranties, Buyer is not relying on (and Seller, for itself and on behalf of the Seller Related Parties, does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, as to: (1) the operation of the Property or the income potential, uses, or the merchantability, habitability or fitness of any portion of the Property for a particular purpose; (2) the physical condition of the Property or the condition or safety of the Property or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including hazardous materials, lot size, or suitability of the Property or any component thereof for a particular purpose; (3) the presence or absence, location or scope of any hazardous materials in, at, about or under the Property; (4) the dimensions of the Property or the accuracy of any floor plans, square footage, lease abstracts, sketches, or revenue or expense projections related to the Property; (5) the operating performance, the income and expenses of the Property or the economic status of the Property; (6) the ability of Buyer to obtain any and all necessary governmental approvals or permits for Buyer's intended use and development of the Property; (7) the leasing status of the Property or the intentions of any parties with respect to the negotiation and/or execution of any lease for any portion of the Property; and (8) Seller's ownership of any portion of the Property. Except for the Seller's Warranties, Buyer, for itself and its partners, members, shareholders, directors, officers, affiliates, agents, contractors, employees, and their respective successors and assigns ("**Buyer Related Parties**"), hereby releases Seller and each Seller Related Party from, and waives all claims

and liability against Seller and each Seller Related Party for or attributable to, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by the Seller or Seller Related Parties to Buyer or any of the Buyer Related Parties; and (b) any and all losses, costs, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever attributable to the Property, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, (i) all losses, costs, claims, liabilities, expenses, demands and obligations with respect to the structural, physical, or environmental condition of the Property; (ii) all losses, costs, claims, liabilities, expenses, demands and obligations relating to the release of or the presence, discovery or removal of any hazardous materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in, about or under the Property; and (iii) any tort claims made or brought with respect to the Property or the use or operation thereof. In addition, Buyer expressly understands and acknowledges that it is possible that unknown liabilities may exist with respect to the Property and that Buyer explicitly took that possibility into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between parties with the knowledge of the possibility of such unknown liabilities shall be given in exchange for a full accord and satisfaction and discharge of all such liabilities.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS PARAGRAPH 13, BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

BUYER HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS

THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS PARAGRAPH 13

BUYER'S INITIALS: _____

The provisions of this Section 13 shall survive indefinitely the Closing or termination of this Agreement and shall not be merged into the closing documents.

14. Natural Hazard Disclosures. As used herein, the term "Natural Hazard Area" shall mean those areas identified as natural hazard areas or natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136, and any successor statutes or laws (the "**Act**"). Buyer hereby acknowledges that, prior to the Date of this Agreement, Seller has provided Buyer with a Natural Hazard Disclosure Statement (the "**Disclosure Statement**") in a form required by the Act. Buyer acknowledges that Seller retained the services of Title Company to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare the written report of the result of its examination (the "**Report**"). Buyer acknowledges that the Report fully and completely discharges Seller from its disclosure obligations under the Act and under California Civil Code Sections 1102 through 1102.17. Buyer acknowledges and agrees that nothing contained in the Disclosure Statement releases Buyer from its obligation to fully investigate and satisfy itself with the condition of the Property during the Due Diligence Period, including, without limitation, whether the Property is located in any Natural Hazard Area. Buyer further acknowledges and agrees that the matters set forth in the Disclosure Statement or Report may change on or prior to the Closing Date and that Seller has no obligation to update, modify or supplement the Disclosure Statement or Report. Buyer is solely responsible for preparing and delivering its own Disclosure Statement to subsequent prospective Buyers of the Property.

[SIGNATURE PAGE FOLLOWS]

BUYER:

DATE: 6-2-25

BY: REAL SAET WEST COVINA, LLC

STEVE ORTIZ, MANAGER

DATE: 9/3/2025

SELLER:

CITY OF WEST COVINA

BY: ~~Paulina Morales, City Manager~~

Acting City Manager

Exhibit "A"
Legal Description

DESCRIPTION OF THE LAND

(to be inserted upon completion and approval of the Survey)

Exhibit "B"
Land Purchase Exhibit

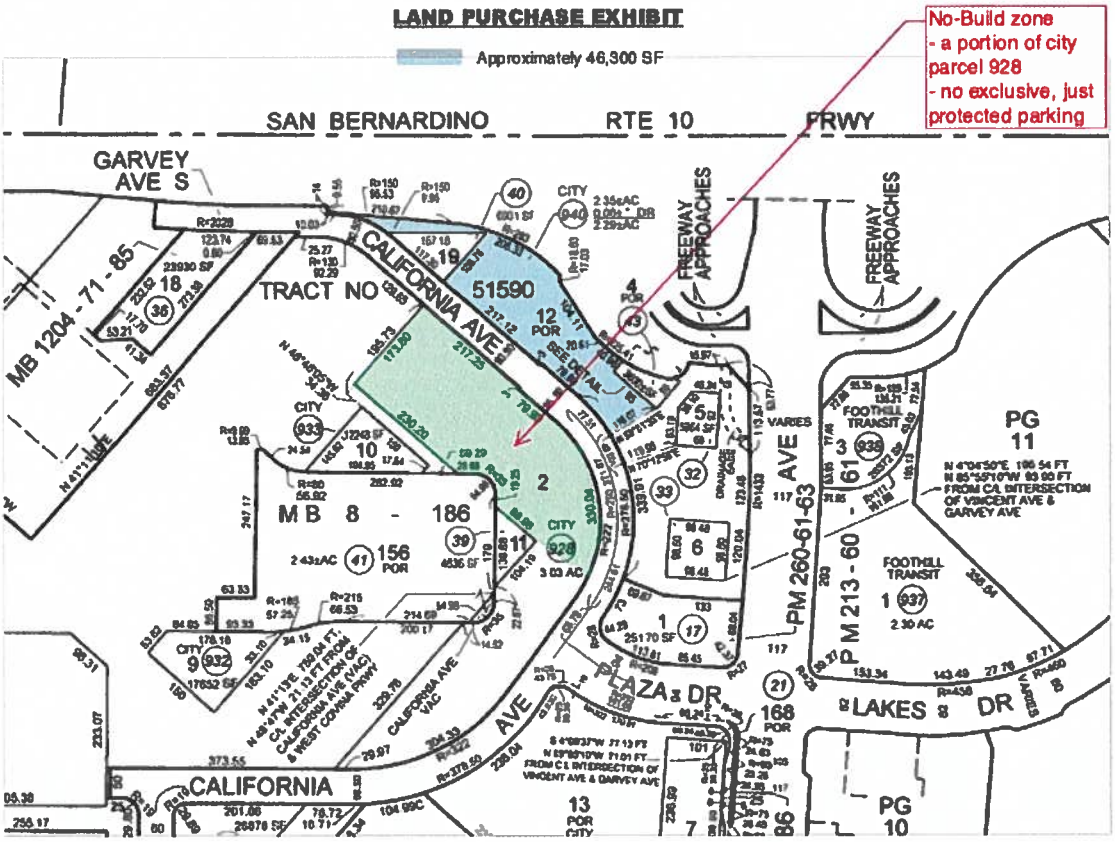


Exhibit "C"
Seller's Certificate

CERTIFICATE OF SELLER'S REPRESENTATIONS AND WARRANTIES

THE CITY OF WEST COVINA, a municipal corporation ("Seller"), hereby certifies to REAL SAET WEST COVINA, LLC, a California limited liability company ("Purchaser"), that the representations and warranties of Seller contained in certain Real Property Purchase Agreement and Joint Escrow Instructions executed _____ __, 2025 (as it may be amended, the "Agreement") by and between Seller and Purchaser are true, correct, and complete in all material respects as of the date hereof

CITY OF WEST COVINA

By: _____

Name: ~~Paulina Morales~~ MILAN MRAKICH

Title: City Manager Acting

Date: 9/3/2025

ATTACHMENT NO. 4

FIRST AMENDMENT TO PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This FIRST AMENDMENT TO PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (the "**Amendment**") is entered into effective as of October 1, 2025 (the "**Effective Date**"), by and between CITY OF WEST COVINA, a municipal corporation ("**Seller**"), and REAL SAET WEST COVINA, LLC, a California limited liability company ("**Buyer**").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale of Real Property and Joint Escrow Agreement dated June 2, 2025 on the first page thereof (the "**Agreement**") concerning the purchase of a certain tract of real property located in West Covina, California, at the northeast corner of the West Covina Mall on E. Garvey Avenue, with APN 8474-007-940, as more specifically described therein (the "**Property**"); and

WHEREAS, the Agreement was executed by Buyer on June 2, 2025 but was not executed by Seller until September 3, 2025 and a fully-executed copy of the Agreement was not delivered to Buyer until October 1, 2025; and

WHEREAS, pursuant to Section 2 of the Agreement, the "Effective Date" is defined as the date when "*an original or counterpart copy of this Agreement has been fully executed and delivered to each party*"; and

WHEREAS, the parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

1. Effective Date. The parties hereby stipulate that the Effective Date is **October 1, 2025.**

2. Opening of Escrow. Notwithstanding anything to the contrary set forth in the Agreement, the parties agree that the Opening of Escrow was timely accomplished, and the Agreement remains in full force and effect.

3. Closing Date. The first sentence of Section 6.1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

> Subject to the condition precedents set forth in Sections 4 and 5, Escrow shall close on or before 2:00 o'clock pm (Pacific Standard time) on the "**Closing Date**", which shall be on or before sixty (60) days after expiration of the Entitlement Period; provided, that, Buyer shall have the right to extend the Closing Date up to two (2) times **for a period of thirty (30) days each** (each an "**Extension Option**"), upon (a) written notice to Seller and Escrow Holder no later than five (5) business days prior to the then-applicable Closing Date, electing to exercise its Extension Option, and (b) deposit of an additional Fifteen Thousand Dollars ($15,000.00) (the "**Extension Deposit**") with Escrow Holder concurrently with Buyer's delivery of its notice electing to exercise such Extension Option.

4. Definitions. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

5. Execution. This Amendment may be executed in one or more counterparts, by facsimile or electronic mail signature, which, taken together, shall constitute but one binding instrument.

6. Enforceability. Except as expressly amended herein, the Agreement shall remain in full force and effect according to its terms. The parties hereto hereby ratify, confirm and approve in all respects the Agreement, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date.

BUYER:

REAL SAET WEST COVINA, LLC

DATE: _____ BY: _____

STEVE ORTIZ, MANAGER

DATE: _____ **SELLER:**

CITY OF WEST COVINA

BY: _____

Milan Mrakich, Interim City Manager

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVAL OF THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION**

RECOMMENDATION:

Staff and the Human Resources Commission recommend that the City Council approve the removal of the Lead Jailer classification and the establishment of the Police Jail Supervisor classification by adopting the following resolution:

RESOLUTION NO. 2025-95 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

BACKGROUND:

As part of the City's ongoing process to maintain its classification plan, the Human Resources Department reviews class specifications as needed. This process ensures that position specifications align with current standards, requirements, and qualifications. It also ensures that the essential functions, skills, knowledge, and abilities for each classification meet present-day operational demands and remain comparable to similar roles within the public-sector labor market.

DISCUSSION:

The West Covina Police Department (WCPD) operates a Type I jail facility responsible for processing, housing, securing, and releasing detainees. The facility is currently staffed by one Lead Jailer and six full-time Jailers. The Lead Jailer classification, created in 2016, was intended to serve as a point of contact and provide limited supervisory support. However, the operational needs of the jail have evolved, and the existing Lead Jailer role no longer provides the level of supervision required for efficient and compliant jail operations.

Currently, a sworn Police Sergeant oversees the jail as a collateral assignment, with oversight rotating among supervisory staff. This model has resulted in inconsistent management, communication challenges, and a lack of continuity. To address these concerns, staff proposes reclassifying the existing Lead Jailer position to Jail Supervisor, thereby establishing a dedicated civilian supervisory role with full

supervisory authority.

The reclassified Jail Supervisor position would assume responsibility for supervising staff; participating in hiring processes; conducting performance evaluations; investigating complaints; maintaining discipline; implementing corrective actions; and fostering a positive, productive work environment. Additionally, the facility is subject to inspections and audits by local, state, and federal agencies. A dedicated Jail Supervisor will ensure compliance, reduce liability, improve efficiency, and serve as a consistent point of contact for regulatory agencies.

Reclassifying the Lead Jailer position to Jail Supervisor will also create a clear promotional pathway for jail staff, which is expected to support employee retention. Historically, retention has been challenging because employees often leave for agencies offering greater advancement opportunities. Elevating the position to a supervisory-level civilian classification will help strengthen internal career development.

At present, the jail unit continues to rely on temporary oversight from a Police Sergeant under the overall supervision of a Police Lieutenant, both of which are rotational assignments. This structure contributes to inconsistent management. Reclassifying the Lead Jailer to a dedicated Jail Supervisor aligns with industry best practices, as many comparable agencies utilize a civilian supervisor to oversee jail operations.

Given these factors, reclassification of the Lead Jailer position to Jail Supervisor, including the establishment of a corresponding salary range, is necessary to align with operational needs, market standards, and the City's ongoing classification plan updates.

Proposal:
To ensure proper supervision and oversight of the Police Department's jail facility, increase operational efficiency, promote consistency, and support career development among jail staff, it is proposed to reclassify the existing Lead Jailer position to Jail Supervisor. This reclassification will enhance management, improve communication, and provide a stable supervisory structure for jail operations.

Position Title	Bargaining Unit	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Police Jail Supervisor	Mid-Management	MMxxx	$6,809.19	$7,149.65	$7,507.14	$7,882.49	$8,276.62

These items were provided to the West Covina Mid-Management Bargaining Unit Association.

LEGAL REVIEW:
The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:
The City Council has the following options:

1. Approve the recommendation made by staff and the Human Resources Commission; or
2. Provide alternative direction.

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department
Additional Approval: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The difference between the current salary range and the new proposed salary range will be absorbed in the Police Department budget and will not require additional General Fund allocations.

Attachments

Attachment No. 1 - Resolution No. 2025-95

Attachment No. 2 Human Resources Minutes_10.15.25

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2025-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

WHEREAS, the Police Department has requested that the City remove the Lead Jailer position and establish a new Police Jail Supervisor position; and

WHEREAS, on October 15, 2025, the Human Resources Commission approved the removal of the Lead Jailer classification and the establishment of a new Police Jail Supervisor classification; and

WHEREAS, the City Council desires to approve the removal of the Lead Jailer classification and the establishment of a new Police Jail Supervisor classification; and

WHEREAS, the City Council also desires to approve the class specifications and salary grade for the Police Jail Supervisor classification.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the removal of the Lead Jailer classification and the establishment of the Police Jail Supervisor classification.

SECTION 2. The City Council hereby approves the class specifications for the Police Jail Supervisor classification attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves the following salary range for the Police Jail Supervisor classification:

CLASSIFICATION	MONTHLY PAY RANGE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Jail Supervisor	$6,809.19	$7,149.65	$7,507.14	$7,882.49	$8,276.62

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of December, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-95 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of December, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

CLASS SPECIFICATIONS

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	POLICE JAIL SUPERVISOR
Bargaining Unit:	MID MANAGEMENT
Class Code:	POL JAIL SUP
Salary Grade:	**MMXXX**
Salary:	$81,710.32-$99,319.41 Annually
FLSA:	EXEMPT
Date Updated:	

JOB SUMMARY

Under general direction of a Police Lieutenant or designee; supervise, assign, review, and participate in the more complex and difficult administrative work involved in the daily operation of the City's jail; coordinate activities with outside agencies and vendors; perform a variety of technical tasks related to assigned areas of responsibility; and provide responsible staff assistance to the Police Dispatch and Records Manager.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Supervise, plan, and review the work of staff responsible for providing jail services.
2. Select, train, motivate, and evaluate jail staff.
3. Coordinate training requests and requirements for "Standards Training for Corrections" (STC).
4. Coordinate the annual STC audit of the jail and continuing education by jail employees.
5. Ensure proper reimbursement for training costs is being obtained through the STC
6. Review and verify the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
7. Coordinates and monitors work schedules, including rotational work assignments, time off, and overtime requests.
8. Monitor the Jail Training Program and implement and make changes needed to enhance the training within the jail.
9. Assist in the development and implementation of goals, objectives, policies, and priorities for the Jail.
10. Participate in the development and administration of the jail budget, forecast additional funds needed for staffing, equipment, materials, and supplies; direct

the monitoring of and approve expenditures; recommend adjustments as necessary.

11. Identify opportunities for improving service delivery methods and procedures; review with appropriate management staff; implement improvements.
12. Assist in obtaining quotes for equipment, materials, and contracted services; prepare requisitions and approve purchase orders.
13. Research potential Grant opportunities for Jail 1 facilities
14. Facilitate and coordinate various inspections by outside agencies and implement changes as mandated.
15. Review and maintain daily logs of occurrences, including damage to jail property, sick or injured prisoners, maintenance/repair needs of equipment, transportation, jail checks, and juvenile logs, etc.
16. Manage the jail programs, including jail revenue programs; receive payments and deposits as assigned.
17. Coordinate assigned services and activities with other divisions and outside agencies and organizations.
18. Manage and oversee jail records, software, policies, procedures, and staff requirements.
19. Manage the custody and care of all inmates and inmate workers.
20. Investigate complaints related to jail issues.
21. Coordinate assigned services and activities with those of other divisions and outside agencies and organizations.
22. Interpret, implement, and keep current with laws, rules, and regulations related to jail services; recommend changes to policies and procedures as necessary.
23. Ensure adherence to safe work practices and procedures.
24. Provide staff assistance to the Police Dispatch and Jail Services Manager.
25. Perform duties listed under the Jailer and Lead Jailer job classifications.
26. Book, photograph, and fingerprint arrestees; oversees permitted phone calls; Observe and routinely check persons in custody to assure their health and safety; issues food and supplies; check and maintain inventory, return arrestee property upon release; prepare arrestees for court appearances; transport and release lo the custody of the court; perform routine housekeeping duties; and fingerprint and register parolees, sex offenders, and job applicants as required.
27. Receives, processes, and searches prisoners.
28. Perform related duties and responsibilities as assigned.

GENERAL QUALIFICATIONS

Knowledge of:

1. Knowledge of operations, services, and activities at a jail facility.
2. Principles of supervision and training.
3. Relevant Federal, State, and local laws, codes, regulations, court decisions, policies, and procedures affecting jail operations.
4. California Correctional Standards Authority guidelines.
5. Methods and techniques for inmate security, health, safety, and custody.
6. Occupational hazards and standard safety practices are essential in a jail setting.

7. Modern office practices, techniques, and computer equipment.
8. Principles and procedures for record keeping and reporting.
9. Basic firearm safety and self-defense techniques.
10. Safe driving principles and practices.
11. Skill in operating modern office equipment, including computers and software. Ability to operate a motor vehicle safely.

Ability to:

1. Select, supervise, train, and evaluate staff.
2. Plan, organize, and review the work of jail staff.
3. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of jail programs and goals.
4. Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
5. Prepare monthly and annual reports; maintain accurate and complete records.
6. Prepare and administer budgets.
7. Respond to requests and inquiries from the general public.
8. Prepare, interpret, and apply policies, procedures, laws, codes, and regulations related to jail programs and functions.
9. Interact effectively and sensitively with individuals from diverse backgrounds.
10. Identify processes and account for evidence items and property.
11. Act quickly and calmly in emergency situations.
12. Analyze situations carefully and adopt effective courses of action.
13. Maintain alcohol breath test machine and change solutions in testing machines; use and calibrate passive alcohol screening devices.
14. Understand and follow oral and written instructions.
15. Communicate clearly and concisely, both orally and in writing, including knowledge of correct English usage.
16. Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential Job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

High school diploma or equivalent. College coursework in criminal justice, liberal arts, public administration, police science, or a closely related field is desirable.

Six years of experience in jail operations, including three years of lead and/or supervisory experience.

Ability to successfully pass an intensive background check.

Licenses, Certificates, and Special Requirements

A valid California Driver's License with a satisfactory driving record is required.

PHYSICAL REQUIREMENTS

Must have the physical strength necessary to restrain and control combative and uncooperative individuals. This position also requires extensive and repetitive physical activities involving the arms, wrists, and hands, including writing and keyboard use. Additionally, it demands physical abilities related to reading, writing, and communicating in a work environment that does not require extraordinary strength or other special physical qualifications. Must be capable of sitting, standing, walking, kneeling, crouching, stooping, squatting, crawling, twisting, climbing, and lifting up to 50 lbs.; be exposed to blood-borne pathogens, bodily fluids, violent behavior, and jail hazards; and have the ability to travel to different sites and locations. Specific vision abilities required include close vision and the ability to adjust focus.

SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

ATTACHMENT NO. 2

City of West Covina

Human Resources Commission

CITY OF WEST COVINA

HUMAN RESOURCES COMMISSION MEETING

MINUTES OF THE SPECIAL MEETING

WEDNESDAY, OCTOBER 15, 2025

MEETING CALLED TO ORDER 6:15 p.m.

INVOCATION Commissioner Torres

PLEDGE OF ALLEGIANCE Commissioner Torres

ROLL CALL

Commissioners Present:	E. Gomez, S. Verceles D. Carlock, H. Torres, R. Franco
Commissioners Absent:	None
Staff Present:	Carmelita Underwood, Human Resources Director
	Milan Mrakich, Acting City Manager
	Tony Cortina, Police Chief

ORAL COMMUNICATIONS – Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Committee Chair.

Kelly Mc Donald and Renee Chavez.

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

1) **CONSIDERATION OF POLICE ADMINISTRATIVE JOB DESCRIPTION FOR THE POLICE DEPARTMENT**

   It is recommended that the Human Resources Commission approve the updated job description and salary grade for the Police Administrative Job Description for the Police Department.

Motion by Gomez seconded by Vercelesk to Approve the updated job description and salary grade for thethe Police Administrative Job Description for the Police Department.

Motion carried 5-0;

2) CONSIDERATION OF UPDATED JOB DESCRIPTIONS FOR EXECUTIVE ASSISTANT JOB DESCRIPTION

It is recommended that the City repeal the current Fire and Police Administrative Services position and replace it with the proposed Police Executive Administrator position as outlined in the proposed job description. It is also recommended that the salary range for this position be set at the median salary range from the surveyed cities for similar positions as a means of attracting and retaining qualified candidates by offering a competitive salary range that will carry into the future.

1. Executive Assistant

Motion by Franco seconded by Verceles to Approve the updated job description for executive management position.

Motion carried 4-0; 1 absent

3) APPROVAL OF THE JOB DESCRIPTION AND SSALATY GRADE FOR POLICE JAIL SUPERVISOR

It is recommended that the Human Resources Commission approve the following:

1. Establish and approve the new job description and salary grade for the Police Jail Supervisor position.

Motion by Gomez seconded by Franco to Approve the updated job description for executive management position.

Motion carried 4-0; 1 absent

DIRECTOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT – 7:15 p.m.

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Carmelita Underwood
Human Resources Director

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVAL OF THE CLASS SPECIFICATION AND SALARY RANGE FOR THE EXECUTIVE ASSISTANT CLASSIFICATION**

RECOMMENDATION:

Staff and the Human Resources Commission recommend that the City Council approve the establishment of the Executive Assistant classification by adopting the following resolution:

RESOLUTION NO. 2025-96 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

BACKGROUND:

As part of the City's ongoing efforts to maintain an accurate and effective position classification plan, the Human Resources Department periodically reviews class specifications to ensure they reflect the City's current organizational structure and align with modern standards, requirements, and qualifications. This process ensures that required skills, knowledge, abilities, and essential functions remain current and comparable to similar classifications within the public-sector labor market.

DISCUSSION:

Police and Fire Department management propose establishing a new Executive Assistant position so they can reclassify the current Senior Administrative Assistant positions to Executive Assistant positions. This change will create a clearer career progression, better reflect current duties, and align position standards with contemporary expectations.

Both departments have experienced increases in administrative complexity, reporting obligations, and executive-level coordination needs. These evolving responsibilities require enhanced administrative support for public safety leadership.

Fire Department:
The Fire Department has seen significant growth in its operational scope, administrative responsibilities, and inter-agency coordination requirements. Given these changes, the Office of the Fire Chief requires increased administrative capacity to support strategic decision-making, maintain operational efficiency, and ensure compliance with internal and external mandates.

To meet these needs, staff recommends the creation of a new Executive Assistant to the Fire Chief position. This position will provide high-level administrative and executive support to the Fire Chief and, as needed, to other executive management staff.

The Executive Assistant will be responsible for a wide range of complex and sensitive duties, including:

- Office administration
- Policy and procedure development
- Departmental correspondence
- Records management
- Fiscal operations support

The position will serve as a key liaison between the Fire Chief and internal/external stakeholders and will require a high degree of professionalism, discretion, and confidentiality. Additional responsibilities may include supervising clerical personnel, conducting procedural analyses, and leading or assisting with special projects such as grant applications, travel coordination, and policy development.

The absence of a dedicated executive assistant limits administrative capacity and poses risks to operational efficiency and accountability. Establishing this position will allow the Fire Chief to focus more fully on core leadership duties, emergency management, department planning, community relations, and inter-agency collaboration, while ensuring critical administrative functions are managed effectively. This structure aligns with current needs and anticipated future growth.

Police Department:
The Office of the Police Chief oversees complex law enforcement operations, including compliance with criminal justice standards, crime data reporting, internal investigations, administration, emergency response coordination, community engagement, and intergovernmental collaboration.

The proposed Executive Assistant to the Police Chief will provide enhanced administrative and confidential support in areas such as:

- Managing sensitive personnel matters, including discipline and legal case coordination
- Supporting policy research and procedural updates to ensure compliance with POST and State mandates
- Preparing operational and statistical reports for City leadership, regional partners, and the community
- Handling confidential correspondence, Public Records Act response coordination, and internal affairs scheduling
- Coordinating executive-level meetings, community outreach obligations, and advisory board support
- Providing budget tracking, procurement assistance, and grant documentation support
- Serving as a key liaison between Police Command Staff, City Administration, and external agencies

As public safety transparency requirements and administrative workloads continue to grow, providing the executive leadership team with a highly skilled professional in confidential and complex administrative tasks will strengthen operational accountability and improve overall service delivery.

The Executive Assistant classification will be added to the Confidential Employees' Association.

LEGAL REVIEW:
The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve the recommendation made by staff and the Human Resources Commission; or
2. Provide alternative direction.

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The overall fiscal impact will be minimal and no additional funding is required fro the proposed modifications.

Attachments

Attachment No. 1 - Resolution No. 2025-96

Attachment No. 2 Human Resources Minutes_10.15.25

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2025-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

WHEREAS, the Police and Fire Departments have requested that the City establish an Executive Assistant position; and

WHEREAS, on October 15, 2025, the Human Resources Commission approved the establishment of a new Executive Assistant classification; and

WHEREAS, the City Council desires to approve the establishment of a new Executive Assistant classification; and

WHEREAS, the City Council also desires to approve the class specifications and salary grade for the Executive Assistant classification.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the establishment of the Executive Assistant classification.

SECTION 2. The City Council hereby approves the class specifications for the Executive Assistant classification attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves the following salary range for the Executive Assistant classification:

CLASSIFICATION	MONTHLY PAY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Executive Assistant	$4,532.00				$6,115.00	N/A

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective

immediately.

APPROVED AND ADOPTED this 2nd day of December, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-96 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of December, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

CLASS SPECIFICATIONS

EXECUTIVE ASSISTANT

Class Title: EXECUTIVE ASSISTANT

Class Code: EXEC ASSNT

Salary: $26.15 - $35.28 Hourly

$2,091.69 - $2,822.31 Biweekly

$4,532.00 - $6,115.00 Monthly

$54,384.00 - $73,380.00 Annually

ESTABLISHED DATE July 06, 2015
REVISION DATE October13, 2025

Description

JobSummary:

Under general direction, serves as Secretary and general administrative aide to a Department head or higher City Manager and administrative staff; helps coordinate office operations; assists in coordinating communications between the manager and departmental administrators, City Council and the public; coordinates arrangements for meetings; and does related work as required. The Executive Assistant to the Fire Chief will serve as the confidential executive assistant to directly support the Fire Chief and may be the primary and confidential assistant to other executive management staff. Under general direction of the Department Head or higher, the Executive Assistant performs skilled tasks in general office administrative support, and performs related duties as assigned. The incumbent has a high level of responsibility commensurate with the varied and complex responsibilities associated with supporting the office of the Head of Department. This position has internal and external contacts at all organizational levels and requires considerable tact and discretion. There is regular access to confidential material which, if revealed, may be detrimental to the Department's interest. The incumbent may be assigned to supervise all levels of clerical staff within the department.

Examples of Duties

Essential Functions:

- Serve as confidential Executive Assistant to Department heads or higher and may serve as primary administrative to other executive management staff.
- Maintains calendar, coordinates meetings, appointments, and retreats.

- May perform, manage and supervise business management operations of administrative support functions, including personnel, accounting, budgeting, office management, and procedures analysis activities.
- Develop, implement and maintain departmental clerical, fiscal, and policies procedures. As well as reporting and monitoring procedures.
- Supervise the maintenance of budget, inventory, purchasing, and personnel records.
- Analyze office methods, procedures, and forms.
- Interview applicants for administrative support and/or technical positions and recommend on hiring and or refer applicants to operating supervisors for selection.
- Evaluate subordinates, provide job-related counseling, mentoring and guidance, and discipline subordinates up to and including making recommendations for termination.
- Facilitate, prepare and/or assist in the preparation and maintenance of departmental operating or procedures manuals.
- Assist the Head of Department and/or assigned executive staff with handling correspondence within assigned areas of responsibility.
- Serve as liaison on behalf of the department regarding all types of administrative support matters.
- Analyze departmental requests as assigned.
- Facilitate, prepare and/or assist in the creation and maintenance of filing and record keeping procedures, including archive records management practices and policies.
- Manage and process agency-related travel arrangements for the Head of Department and/or assigned executive staff.
- Conduct special projects related to development of departmental administrative services.
- May prepare and maintain monitoring and reporting systems, prepare grant applications, and confer with state and federal regulatory agencies.
- Perform other related work as required.
- Organizes the flow of communications, paperwork, and activity through the City Manager's office.
- Responds to inquiries or refers them to appropriate office; pursues and expedites decisions, answers, and information of special management or public significance.
- Independently drafts correspondence, and compiles information from a variety of sources.
- Communicates information, advice, and instructions as an agent of the City Manager.
- Maintains departmental payroll, personnel, and other official records.
- Assembles City Council agenda materials and follow up on agenda items. Emanating from other City departments.
- Assists City Council members in various requests or activities.
- Records meetings; transcribes correspondence.
- Supervises and trains office employees.

Typical Qualifications

Knowledge of:

- Principles and methods of public and business administration, including organization and personnel, fiscal management and budgetary control.
- Administrative survey techniques.
- Basic statistical and research methods.
- Office procedures and maintenance of records.
- Basic accounting principles and payroll procedures.
- Proficiency in Microsoft Office (e.g., Word, Excel, PowerPoint), and/or other comparable software such as Apple (e.g., Pages, Numbers, Keynote), iPad, Adobe Acrobat Reader and Pro, etc.
- Principles and practices of management relating to training, evaluation, and supervision of subordinates.
- Basic knowledge of city government, organization, and public administration.
- Thorough knowledge of English, grammar, spelling, filing, and arithmetic; of modern office methods, procedures, terms and equipment; of the principles of public relations and communication.

Ability to:

- Understand, apply and implement administrative policies, practices and procedures.
- Produce simple to complex documents, reports, presentations, and records using relevant software.
- Represent management in dealing with a variety of administrative policies, practices and procedures.
- Represent management in dealing with a variety of administrative matters with employees, or outside public and private agencies.
- Train, evaluate, and supervise the work of subordinates.
- Plan, coordinate, and initiate action necessary to implement decisions and/or recommendations.
- Work independently in identifying the need for and developing proposed changes to operating practices, programs, and policies.
- Speak and write effectively.
- Create meeting agendas, serve as notetaker and produce accurate, detailed meeting minutes for meetings involving the Head of Department and or higher executive staff.
- Maintain confidential information with discretion.
- Establish and maintain cooperative working relationships with a variety internal and external customers.
- Perform other related duties as required.

Experience:

Five years of responsible administrative support and secretarial experience involving a significantly high level of duties, including administrative, analytical, and evaluative assignments. Five years' experience involving a significantly high level of secretarial duties, including basic administrative, analytical, and evaluative assignments.

Skills:

Computer PC use; experience utilizing Microsoft Office 365 and Apple applications is desirable.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

ATTACHMENT NO. 2

City of West Covina

Human Resources Commission

CITY OF WEST COVINA

HUMAN RESOURCES COMMISSION MEETING

MINUTES OF THE SPECIAL MEETING

WEDNESDAY, OCTOBER 15, 2025

MEETING CALLED TO ORDER 6:15 p.m.

INVOCATION Commissioner Torres

PLEDGE OF ALLEGIANCE Commissioner Torres

ROLL CALL

Commissioners Present:	E. Gomez, S. Verceles D. Carlock, H. Torres, R. Franco
Commissioners Absent:	None
Staff Present:	Carmelita Underwood, Human Resources Director
	Milan Mrakich, Acting City Manager
	Tony Cortina, Police Chief

ORAL COMMUNICATIONS – Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Committee Chair.

Kelly Mc Donald and Renee Chavez.

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

1) **CONSIDERATION OF POLICE ADMINISTRATIVE JOB DESCRIPTION FOR THE POLICE DEPARTMENT**

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Motion carried 4-0; 1 absent

DIRECTOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT – 7:15 p.m.

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Carmelita Underwood
Human Resources Director

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: December 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **REORGANIZATION OF MAYOR AND MAYOR PRO TEM**

RECOMMENDATION:

It is recommended that the City Council reorganize in accordance with the order of mayoral succession outlined by Section 2-21 of the West Covina Municipal Code.

BACKGROUND:

Section 2-21 of the West Covina Municipal Code (WCMC), as amended through the City Council's adoption of Ordinance No. 2523 on October 1, 2024, establishes the procedures for mayoral succession and annual City Council reorganization. Additionally, as the presiding officer and ceremonial head of the City, the Mayor may also make adjustments and recommendations to committees and seating arrangements consistent with established Council practices and protocols.

Under the amended Section 2-21, the process for reorganization differs between election years and non-election years. Because 2025 is a non-election year, the City Council is required to conduct its annual reorganization and install a Mayor and Mayor Pro Tem at a regular or special meeting held approximately one year from the installation date of the outgoing Mayor.

Pursuant to Section 2-21, the reorganization is conducted in accordance with the mayoral succession list maintained by the City Clerk. During the reorganization, the current Mayor Pro Tem automatically succeeds to the position of Mayor, and all other Council Members advance one (1) position on the succession list. The outgoing Mayor rotates to the bottom of the list.

Accordingly, the 2025 reorganization will consist solely of the standard annual rotation prescribed by Section 2-21.

DISCUSSION:

The current order of mayoral succession is:

- Tony Wu, Mayor
- Letty Lopez-Viado, Mayor Pro Tem
- Ollie Cantos, Council Member
- Rosario Diaz, Council Member
- Brian Gutierrez, Council Member

Pursuant to the order of mayoral succession, Mayor Pro Tem Lopez-Viado will become Mayor and Council Member Cantos will become Mayor Pro Tem.

No vote is required to reorganize in accordance with the order of mayoral succession set forth in Section 2-21 of the WCMC.

Prepared by: Roxanne E. Lerma, Assistant City Manager

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness