CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 3, 2020, 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 Dario Castellanos
Councilman Lloyd Johnson
Councilmember Jessica C. Shewmaker

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

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

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

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

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

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

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

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

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

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

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY MARCH 3, 2020, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor and West Covina Chaplain Kelly DuPee, Faith Community Church

PLEDGE OF ALLEGIANCE
Led by Mayor Wu

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Merced Elementary School: Named 2020 California Distinguished School by the CA Department of Education.

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

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.

APPROVAL OF MEETING MINUTES

FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES

1) FEBRUARY 18, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
FEBRUARY 18, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES

It is recommended that the City Council approve the February 18, 2020 Regular Meeting Minutes and the February 18, 2020 Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF REQUEST TO ESTABLISH A FRIENDLY SISTER CITY RELATIONSHIP WITH THE CITY OF TAINAN.

It is recommended that the City Council send a letter of interest establishing a sister city relationship between the City of West Covina, California, United States of America, and the City of Tainan, Taiwan.

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF A PREQUALIFIED LIST OF ENVIRONMENTAL CONSULTANTS AND ADOPTION OF REVISIONS TO CITY PROCEDURES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND CEQA GUIDELINES

It is recommended that the City Council take the following actions

1. Approve a list of prequalified consultants to be used for Environmental Consulting Services for three years ending April 1, 2023, and
2. Adopt the following resolution to revise the procedures to implement the California Environmental Quality Act (CEQA and CEQA Guidelines.

RESOLUTION NO. 2020-14 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING PROCEDURES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THE CEQA GUIDELINES BY INCORPORATING THE CEQA GUIDELINES INTO THE OPERATIONS OF THE CITY OF WEST COVINA AND REPEALING RESOLUTION NO. 2016-26

4) CONSIDERATION TO INITIATION OF CODE AMENDMENT NO. 20-03 REGARDING SHORT TERM RENTALS

It is recommended that the City Council adopt a resolution initiating Code Amendment No. 20-03 regarding a prohibition on short term housing rentals, by adopting the following resolution:

RESOLUTION NO. 2020-05 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, INITIATING CODE AMENDMENT NO. 20-03 TO CONSIDER PROHIBITING SHORT TERM HOUSING RENTALS

POLICE DEPARTMENT

5) CONSIDERATION OF AWARD OF BID FOR TACTICAL BULLETPROOF VESTS FOR POLICE DEPARTMENT

It is recommended that the City Council take the following actions:

1. Find that F.S.O.C. LLC of El Segundo, CA is the lowest priced responsible bidder for the Police Department tactical bulletproof vests; and
2. Approve a purchase order agreement with F.S.O.C. LLC totaling $99,360.30, from account #155.31.3110.7160.

6) CONSIDERATION OF PURCHASING AND EQUIPPING POLICE PATROL VEHICLES

It is recommended that the City Council take the following actions:

1. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333 (i) (2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/National Joint Powers Alliance (NJPA) Master Vehicle Contract # 120716-NAF satisfies West Covina's bid process, and authorize the purchase of a total of eight (8) Ford Police SUV Interceptor vehicles per specifications, directly from Wondries Fleet Group of Alhambra (part of National Auto Fleet Group) for a total of $301,687.71, including taxes and fees, using previously appropriated federal asset forfeiture funds;
2. Authorize the purchase of vehicle mounted equipment and installation services for these new vehicles from Black & White Emergency Vehicles (the City's currently authorized public safety equipment purchase and installation vendor), totaling $149,422.33, using previously appropriated federal asset forfeiture funds; and

3. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333 (b), which states that bidding may be dispensed with when the commodity can be obtained from only one (1) vendor, authorize the purchase of a vehicle mounted camera system for eight (8) vehicles, per specifications, directly from WatchGuard Video of Allen, TX, for a total of $44,685, including taxes, using previously appropriated federal asset forfeiture funds.

END OF CONSENT CALENDAR

PUBLIC SERVICES

7) CONSIDERATION OF THIRD AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES

It is recommended that the City Council approve the Third Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2020 through March 2, 2021.

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 COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	March 17, 2020	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

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

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

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.

f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

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

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

The following are excerpts from the Penal Code

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

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

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: FEBRUARY 18, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
FEBRUARY 18, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES

RECOMMENDATION:

It is recommended that the City Council approve the February 18, 2020 Regular Meeting Minutes and the February 18, 2020 Closed Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 02-18-2020 Regular Session Meeting Minutes Draft
Attachment No. 2 - 02-18-2020 Closed Session Meeting Minutes Draft

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 18, 2020, 7:00 PM
REGULAR MEETING

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

MINUTES

DRAFT

CALL TO ORDER

A Regular Meeting was called to order by Mayor Wu on Tuesday, February 18, 2020 at 7:02 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

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

Councilmembers
Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Lisa Sherrick Assistant City Clerk; other city staff presented reports and responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Councilman Castellanos led the Pledge of Allegiance.

REPORTING OUT FROM CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Solano v. City of West Covina (Los Angeles Superior Court, Case No. BC697027)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Tony Saldana v. City of West Covina (Case No's ADJ10939762, ADJ10939765, ADJ10939768)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
David Branconier v. City of West Covina (Case No's ADJ11441194, ADJ11773443, ADJ12600841)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code § 54956.9(d)(4)
Number of Cases: One (1)

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Carmany, Duarte, Persico, Tran,

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

Unrepresented Employee Group
- Department Heads

City Attorney Thomas P. Duarte reported regarding Solano, vote of 5-0 Council directed staff to pay plaintiff $75,999.99 in exchange plaintiff agreed to dismiss the lawsuit; regarding Saldana, vote of 5-0 Council directed staff to pay plaintiff $77,502.50 in exchange plaintiff agreed to dismiss the lawsuit; regarding Branconier, vote of 5-0 Council directed staff to pay plaintiff $82,877.50 in exchange plaintiff agreed to dismiss the lawsuit.

PRESENTATIONS

- 2019 World Series Shetland Ponies – Sal Espinosa, Manager
- Thanksgiving Box Outreach – Pastor Kelly DuPree, Faith Church

ORAL COMMUNICATIONS

Speakers:

Sherrie Berillon
Barbara Sepulveda Valadez
George Ogden
Sherry Fischer
Bill Robinson
Bill Elliott
Edward Sallee
Ray Edmondson

---End of Public Comment—

CITY MANAGER'S REPORT

- Presentation given by Mr. Carmany

CONSENT CALENDAR

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 5-0 to: approve Consent Calendar Items 1-7, 9, and 11-13.

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-1 (COUNCIL MEMBER SHEWMAKER: NO) to: approve Consent Calendar Item 8. (Item 8 was pulled by Councilman Johnson for separate discussion.)

ACTION: MOTION BY MAYOR PRO TEM LOPEZ-VIADO AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 5-0 to: table Consent Calendar Item 10 to the March 3, 2020 Council Meeting. (Item 10 was pulled by Mayor Pro Tem Lopez-Viado for separate discussion.)

APPROVAL OF MEETING MINUTES

1) FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES

CARRIED 5-0 to: approve the February 4, 2020 Regular Meeting Minutes and the February 4, 2020 Closed Session Meeting Minutes.

CLAIMS AGAINST THE CITY

2) GOVERNMENT TORT CLAIM DENIALS

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

1. Victoria Esguerra vs. The City of West Covina
2. Terry Christopher vs. The City of West Covina
3. Yvonne Van Der Eb vs. The City of West Covina
4. Sergio Hermosillo vs. The City of West Covina
5. David Cordero vs. The City of West Covina
6. Julie Frank vs. The City of West Covina

INVESTMENT REPORT

3) INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2019

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

CITY MANAGER'S OFFICE

4) CONSIDERATION OF MAYORAL ANNUAL APPOINTMENT OF CITY COUNCIL MEMBER REPRESENTATIVES TO EXTERNAL ADVISORY BOARDS

CARRIED 5-0 to: adopt Resolution 2020-13 confirming the Mayor's appointments to the various organizations and advisory boards.

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF MEETING MINUTES AND ADOPTION OF THE TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE JANUARY 14, 2020 TRAFFIC COMMITTEE MEETING

CARRIED 5-0 to: approve the Traffic Committee recommendations from the January 14, 2020 Traffic Committee Meeting for the following items:

1. **Line of Sight Review for the City Hall Parking Lot and City Parking Structure Exits onto Garvey Avenue**

   Request: A request was submitted to evaluate the line of sight for the City Parking Structure exit and the City Hall Parking Lot exit due to parked vehicles obstructing the line of sight.

   Review Standard:

- Curb marking recommendations are based on a combination of engineering judgment, the California Manual on Uniform Traffic Devices (CAMUTCD), and the California Vehicle Code (CVC). Based on engineering judgment, red curb is recommended.
- The City Traffic Engineer conducted a line of sight analysis at the requested intersection, relying on engineering judgment and standards. The American Association of State

Highway and Transportation Officials (AASHTO) is a standards setting body which publishes specifications, test protocols and guidelines which are used in highway design and construction throughout the United States. AAASHTO sets transportation standards and policy for the United States as a whole. AASHTO is not an agency of the federal government; rather it is an organization of the states themselves. Policies of AASHTO are not federal laws or policies, but rather are ways to coordinate state laws and policies in the field of transportation. Per AASHTO Table 3-1 (A Policy on Geometric Design of Highways and Streets) for a roadway with a posted speed of 35 MPH, the clear sight distance needed is 250 feet. Based on stopping sight distance triangle analysis completed at the City Hall Parking Lot exit and City Parking Structure exit, red curb is recommended to increase visibility for drivers exiting the facilities.
Recommendation: The Traffic Committee unanimously recommends to (1) Install 90-feet of red curb along the south side of S. Garvey Avenue along the dedicated right turn lane just west of the City Hall Parking Lot entrance/exit; (2) Install 70-feet of red curb along the south side of S. Garvey Avenue just east of the City Hall Parking Lot entrance/exit; (3) Install 145-feet of red curb along the south side of S. Garvey Avenue along the dedicated right turn lane just west of the City Parking Structure entrance/exit; and (4) Remove 3 angled parking spaces along the south side of S. Garvey Avenue, just east of the City Parking Structure entrance/exit and repaint and extend the no parking hatched area and red curb approximately 35-feet east towards the existing 4th parking space.

2. **Traffic Safety Review of Sunset Avenue and Durness Street**
Request: A resident requested a traffic safety evaluation of the intersection of Sunset Avenue and Durness Street due to visibility concerns of crossing pedestrians.

Review Standard:

- The placement of crossing guards is dictated by engineering judgment and based on the guidelines found in the CAMUTCD and the CVC. CAMUTCD Chapter 7D describes requirements needed to be met for an adult crossing guard who would control pedestrians and vehicles. Based on these guidelines, the placement of a crossing guard at the requested location was not warranted.
- Curb marking recommendations are based on a combination of engineering judgment, the CAMUTCD, and the CVC. Based on engineering judgment red curb is recommended.
Recommendation: The Traffic Committee unanimously recommends to (1) Install advanced stop line 4' (feet) in advance of the nearest crosswalk line for all legs of the intersection; (2) Repaint yellow standard crosswalks in all legs of Sunset Avenue and Durness Street intersection to yellow ladder striped crosswalks; (3) Install Turning Vehicles Yield to Peds (R10-15) signs at the intersection of Sunset Avenue and Durness Street for all directions on signal pole mast arms next to the signal heads; and (4) that the Police Department and School District further review the placement of a crossing guard at the intersection of Sunset Avenue and Durness Street to see if funds are available for an additional crossing guard at this intersection.

3. **Traffic Calming Review Along Eveningside Drive from Fairgrove Avenue to Brentwood Avenue**

Request: A resident requested a traffic safety review along the segment of Eveningside Drive between Fairgrove Avenue and Brentwood Drive due to speeding concerns.

Review Standard:

- Pavement markings are recommended as treatments to provide guidance and information for the road user. All pavement word, symbol, and arrow markings should comply with CAMUTCD Section 3B.20. Speed limit "25" pavement markings are recommended to remind motorists of the posted speed limit.
- Pavement markings are recommended as treatments to provide guidance and information for the road user. All yellow center line pavement markings should comply with the guidelines and warrants set forth in the CAMUTCD Section 3B.01. A broken yellow center line and repainting the existing double yellow center line is recommended help keep motorists in their travel lane.
- Non-vehicular warning signs are recommended as treatments to alert road users in advance of locations where unexpected entries into the roadway might occur. All non-vehicular warning signs should comply with the CAMUTCD Section 2C.50. Pedestrian Warning signs with Ahead plaque are recommended to inform motorists that they are approaching a point where crossing activity may occur.

Recommendation: The Traffic Committee unanimously recommends to (1) Install 30x30 Pedestrian Warning Sign (W11-2) with a 24x12 Ahead plaque (W16-9P) approaching the Community Park for both northbound and southbound approach; (2) Paint a broken yellow center line along Eveningside Drive from Fairgrove Avenue to Brentwood Drive and repaint existing double yellow center line along the curve; (3) Paint white "25" pavement markings adjacent to the existing 25 MPH Speed Limit signs for both the northbound and southbound approach; (4) Replace all existing faded street sweeping signs; and (5) Work with the Police Department to place the speed trailer on Eveningside Drive.

6) CONSIDERATION OF DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR LOT 59 (MISCELLANEOUS TRANSFER DRAIN NO. 962)

CARRIED 5-0 to: accept the Declaration of Easement and Maintenance Agreement for Lot 59, Maintenance Transfer Drain No. 962, authorize staff to execute the agreement, and facilitate the transfer of the Agreement to the County of Los Angeles.

7) CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2469 - CODE AMENDMENT NO. 19-02 REGARDING SINGLE FAMILY STANDARDS FOR ACCESSORY HABITABLE QUARTERS, AND VEHICLE BACKUP SPACE

CARRIED 5-0 to: adopt the following ordinance:

ORDINANCE NO. 2469 - AN ORDINANCE TO AMEND ZONING REGULATIONS APPLICABLE TO SINGLE FAMILY AND RESIDENTIAL AGRICULTURAL ZONES REGARDING ACCESSORY HABITABLE

QUARTERS (FORMERLY KNOWN AS GUEST HOUSES) AND VEHICULAR BACKUP SPACE

8) CONSIDERATION OF BUDGET AMENDMENT TO INCREASE APPROPRIATIONS FOR PROFESSIONAL AND CONTRACT SERVICES FOR BUILDING AND PUBLIC WORKS PLAN CHECK AND INSPECTION SERVICES

CARRIED 4-1 (NO: SHEWMAKER) to: adopt the following Resolution:

RESOLUTION NO. 2020-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (BUILDING AND PUBLIC WORKS CONTRACT/ PROFESSIONAL SERVICES)

HUMAN RESOURCES/RISK MANAGEMENT

9) CONSIDERATION OF INCREASE IN HOURLY RATE SALARY SCHEDULE TO REELECT RECENT INCREASE IN STATE HOURLY MINIMUM WAGE

CARRIED 5-0 to: adopt the following items**:**

1. Approve wage adjustments to limited service positions to bring them into compliance with the State's minimum wage requirement as of January 1, 2020;
2. Approve wage adjustments to limited service positions to address adverse pay compaction created by the State's minimum wage increase as of January 1, 2020;
3. Approve deletion of Engineering Aide, Engineering Trainee, Fire Protection Engineering Intern, Information Systems Intern, Recycling Specialist and Social Services Specialist from the Limited Services Pay Schedule due to the position being operationally obsolete or redundant to other similar existing positions; and
4. Adopt Resolution 2020-11:

RESOLUTION NO. 2020-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADJUSTING THE HOURLY PAY RATES OF CLASSIFICATIONS WITHIN THE LIMITED SERVICES PAY SCHEDULE

PUBLIC SERVICE

10) CONSIDERATION OF THIRD AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES

CARRIED 5-0 to: table to the March 3, 2020 Council Meeting.

DRAFT

11) CONSIDERATION OF RESOLUTION GRANTING AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

CARRIED 5-0 to: approve the following Resolution:

RESOLUTION NO. 2020-09 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

12) CONSIDERATION OF AWARD OF BIDS FOR FIRE AND HEAVY EQUIPMENT MAINTENANCE AND REPAIRS

CARRIED 5-0 to: approve the following items:

1. Authorize the City Manager to negotiate and execute a three (3) year contract with two optional one-year extensions with Valley Power, Southern California Fleet Services, Emergency Vehicle Group, South Coast Emergency, and Velocity Truck Centers to provide Fire Department fleet and heavy equipment maintenance and repair services; and
2. Authorize Purchase Orders not to exceed $300,000 annually.

13) CONSIDERATION OF PURCHASE ORDERS FOR AUTO PARTS, TIRES AND FLEET SERVICES

CARRIED 5-0 to: approve the following purchase orders (PO) as reflected in the table below for Fiscal Year (FY) 2019-20:

Vendor	PO	PO Amount	Requested Increase	New PO Total Amount
Daniels Tire Service Corp	20-00042	$25,000	$30,000	$55,000
Firestone Tire & Service Center	20-00102	$30,000	$30,000	$60,000
Pep Boys Corp	20-00078	$25,000	$30,000	$55,000

END OF CONSENT CALENDAR

CITY COUNCIL COMMENTS

None.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Wu, and the meeting was adjourned at 9:06 p.m., by Mayor Wu. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, March 3, 2020 at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Tony Wu
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 18, 2020, 6:00 PM
REGULAR MEETING - CLOSED SESSION

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

MINUTES

DRAFT

CALL TO ORDER

A Closed Session Meeting was called to order by Mayor Wu on Tuesday, February 18, 2020 at 6:00 p.m., in the City Manager's Conference Room, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

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

Council Members
Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Jeff Anderson Community Development Director, Chief Richard Bell Police Chief.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Solano v. City of West Covina (Los Angeles Superior Court, Case No. BC697027)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Tony Saldana v. City of West Covina (Case No's ADJ10939762, ADJ10939765, ADJ10939768)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
David Branconier v. City of West Covina (Case No's ADJ11441194, ADJ11773443, ADJ12600841)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code § 54956.9(d)(4)
Number of Cases: One (1)

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Carmany, Duarte, Persico, Tran,

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

Unrepresented Employee Group
- Department Heads

REPORT OUTING OUT FROM CLOSED SESSION

City Attorney Thomas P. Duarte reported regarding Solano, vote of 5-0 Council directed staff to pay plaintiff $75,999.99 in exchange plaintiff agreed to dismiss the lawsuit; regarding Saldana, vote of 5-0 Council directed staff to pay plaintiff $77,502.50 in exchange plaintiff agreed to dismiss the lawsuit; regarding Branconier, vote of 5-0 Council directed staff to pay plaintiff $82,877.50 in exchange plaintiff agreed to dismiss the lawsuit.

ADJOURNMENT

The Closed Session Meeting adjourned at 6:24 p.m., by Mayor Wu. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday, March 3, 2020 at 6:00 p.m. in the City Manager's Conference Room, 1444 West Garvey Avenue South, West Covina, California.

DRAFT

Submitted by:

_____

Lisa Sherrick
Assistant City Clerk

_____

Tony Wu
Mayor

DRAFT

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF REQUEST TO ESTABLISH A FRIENDLY SISTER CITY RELATIONSHIP WITH THE CITY OF TAINAN.

RECOMMENDATION:

It is recommended that the City Council send a letter of interest establishing a sister city relationship between the City of West Covina, California, United States of America, and the City of Tainan, Taiwan.

BACKGROUND:

The National League of Cities originally promoted sister-city partnerships after President Dwight D. Eisenhower proposed a people-to-people citizen diplomacy initiative. In 1967, the League of Cities formed Sister Cities International (SCI), a national membership association that links jurisdictions from the United States to communities worldwide. A sister city relationship is a broad-based, long-term partnership between two communities in two countries. A city may have any number of sister cities, with community involvement ranging from a half dozen to hundreds of volunteers. In addition to volunteers, sister city organizations may include representatives from nonprofits, municipal governments, the private sector, and other civic organizations. Sister city relationships offer the flexibility to form beneficial connections between communities that address the issues that are most relevant for partners. Since the 1960's sister-city relationships between United States cities and foreign communities began to develop, after President Dwight D. Eisenhower proposed a people-to-people citizen diplomacy initiative. West Covina has been supportive of sister-city relationships between communities to promote cultural exchange, highlight West Covina's diversity, seek business opportunities, and much more. While numerous communities have been considered (i.e. Santa Ignacia, Phillipines; Yancheng, China; etc.), the following are the cities that West Covina has adopted sister-city relationships.

Toluca, Mexico

In 1964, the City of West Covina formed a sister-city relationship with the City of Toluca, Mexico. This relationship became inactive in the 1980's. In 2008, and after several attempts to resurrect the relationship with Toluca, the City Council formed a sub-committee to seek support from the community to replace Toluca, with another community in Mexico. There was no future action to find a replacement, and there has been no communication with Toluca. Today, Toluca has sister-city relationships with Fort Worth.

Ohtawara, Japan (Kurobane, Japan)

In January 2004, the East San Gabriel Valley Japanese Community Center (ESGVJCC) submitted a letter to the

City, nominating Kurobane, Japan to become a sister-city with the City of West Covina. The ESGVJCC had a pre-established relationship with Kurobane, Japan. The two groups conducted a student exchange program for middle and high school students and a cultural exchange program that provided teachers who travel to Japan to teach English to the Japanese students. In 2007, the City of Kurobane, Japan was merged into the larger community of Ohtawara, Japan. With the support of the City of West Covina and the ESGVJCC, this sister-city program remains active and very successful. This relationship was also a deciding factor to host Team Nippon (Japan) in West Covina during the Special Olympic World Games in 2016.

Wuhu, China

In 2010, a sister-city relationship with Wuhu, China was established, however, the two communities do not have an active relationship. Wuhu has never sent a delegation to West Covina, while former Councilmember Steve Herfert and former City Manager Chris Chung visited their community a few years ago. There was a recent exchange of invitations to visit each other's communities, but no in-person visits with students or government officials for cultural exchange.

Nantou, Taiwan

In September 2016, the City Council approved sending an invitation to the Mayor of Nantou City, Taiwan to visit West Covina with the intent to establish a sister-city relationship between the two Cities. While City staff has reached out to Nantou City, Taiwan, and they wish to become a sister-city with West Covina, the relationship has not yet become official.

Fengtai District, Beijing, China

In October 2017, the City Council approved sending an invitation to the Mayor of Fengtai, District, Beijing, China to visit West Covina with the intent to establish a sister-city relationship between the two Cities. In November 2017, representatives from Fengtai District visited West Covina and executed a joint sister-city agreement.

The two communities have made a commitment to promote cultural exchanges between the two communities, seek business opportunities, and much more. Locally, the West Covina Chinese American Association (WCCAA) has taken on the responsibility to assist in funding the program, seek participants and hosts for a student exchange program in 2018, etc. The WCCAA hosted the welcome dinner for Fengtai District during their visit. On December 5, 2017, the Mayor and Council took action to terminate its sister-city relationship with the communities of Wuhu, China and Toluca, Mexico.

DISCUSSION:

On February 24, 2020, Mayor Wu received a letter from Ichun Chen, the section chief of the International Relations from Tainan City Government requesting to explore the opportunity of becoming a Sister City. The primary objective of the request is to encourage and foster goodwill and friendship between the two nations and communities.

OPTIONS:

The City Council has the following options:

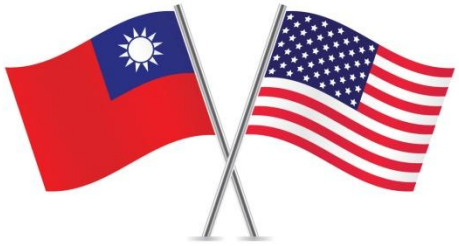
1. Send a Letter of Interest establishing a sister city relationship between City of West Covina, California, United States of America, and the City of Tainan, Taiwan.
2. Do not send a Letter of Interest establishing a sister city relationship between City of West Covina, California, United States of America, and the City of Tainan, Taiwan.
3. Provide alternative direction.

Prepared by: David Carmany, City Manager

Attachments

Attachment No. 1 - Letter of Interest

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness
Enhance City Programs and Activities
Engage in Proactive Economic Development



Letter of Interest In Becoming A Sister City

This Letter of Interest is an agreement between City of West Covina, California, United States of America, and the City of Tainan, Taiwan to explore the opportunity of becoming a Sister City. The primary objective is to encourage and foster goodwill and friendship between our two nations and communities.

The City of West Covina and the City of Tainan agree to seek approval of their respective City Councils, to establish a Sister City relationship that will deepen friendship and mutual understanding between the two cities through educational, cultural, and commercial exchanges.

Both the English language and the Chinese of this Letter of Interest shall be recognized as official texts.

The City of West Covina and City of Tainan hereby execute this Letter of Interest on March 3, 2020, which shall become effective with the signatures of both municipal representatives.

City of Tainan
On its behalf

_____
Huang Wei-che
Mayor

City of West Covina
On its behalf

_____
Tony Wu
Mayor

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF A PREQUALIFIED LIST OF ENVIRONMENTAL CONSULTANTS AND ADOPTION OF REVISIONS TO CITY PROCEDURES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND CEQA GUIDELINES

RECOMMENDATION:

It is recommended that the City Council take the following actions

1. Approve a list of prequalified consultants to be used for Environmental Consulting Services for three years ending April 1, 2023, and
2. Adopt the following resolution to revise the procedures to implement the California Environmental Quality Act (CEQA and CEQA Guidelines.

   RESOLUTION NO. 2020-14 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING PROCEDURES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THE CEQA GUIDELINES BY INCORPORATING THE CEQA GUIDELINES INTO THE OPERATIONS OF THE CITY OF WEST COVINA AND REPEALING RESOLUTION NO. 2016-26

BACKGROUND:

On April 5, 2016, the City Council adopted California Environmental Quality Act (CEQA) procedures regarding the selection of consultants to prepare environmental documents for development projects. This prequalification list implements the CEQA procedures.

In summary, the 2016 policy sought to achieve the following goals:

1. Provide for expedited review of development projects by reducing the timeframe for release of the RFP, reducing the number of proposals received and reducing the need to prepare and present proposals to City Council, which provides a potential savings of two to three months of processing time.
2. Ensure that the firms preparing environmental documents are qualified to perform the work, so that the City's decision-makers, the public and other agencies are provided with complete and accurate information.
3. Eliminate, to the extent possible, actual or perceived conflicts of interest by ensuring that firm(s) preparing environmental documents are not financially involved with either the project or the applicant.
4. Ensure that firms interested in being on the City's approved list have the opportunity to submit qualifications for consideration.

The system has worked fairly well, however, staff believes there is room for further improvements as discussed below.

DISCUSSION:

As discussed below staff is recommending an updated list of five environmental consultants and revisions to the procedures for implementing the California Environmental Quality Act (CEQA) that will ensure thorough environmental review process as well as an expedited process.

PREQUALIFIED CEQA CONSULTANT LIST

Currently, the City has a list of six prequalified consultants that were selected based on an RFP and City Council approval in 2016. On October 28, 2019, staff issued a Request for Qualifications (RFQ) for Environmental Consulting Services. In response staff received Statements of Qualification from the following eighteen firms:

Aspen Environmental
Chambers Group
ECORP Consulting, Inc.
EcoTierra Consulting
Envicom Corporation
EPD Solutions
ESA
FirstCarbon Solutions
GPA Consulting
ICF
Impact Sciences
LSA
MIG
Psomas
Rincon Consulting, Inc.
Terry A. Hayes Associates
Ultra Systems Environmental
Willdan

Staff reviewed the Statement of Qualification for completeness, relevant experience, understanding of the project, qualifications of the project team and understanding of the scope of services and is recommending the five top scoring firms. Staff selected firms of varying sizes (small, medium, and large firms) as development projects come in a variety of sizes. In addition, some firms can complete environmental documents in-house while others utilize sub-consultants. The selected firms have a diversity of size and range of expertise allowing applicants to select the most appropriate firm depending on the type of development proposed.

The selected firms are: GPA, Psomas, Rincon Consultants Inc, Terry A. Hayes Associates (TAHA), and Ultra Systems Environmental. Staff recommends City Council adoption of a prequalification list with these five firms to provide environmental consulting services for private development projects in the city.

REVISION TO CITY PROCEDURES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

In 2016 the City Council adopted Procedures to Implement the CEQA and CEQA Guidelines. That process used the prequalified list as the firms that staff asked to submit cost proposals for preparation of environmental documents under contract to the City. That process saved several weeks to a few months of processing time because staff did not need circulate a full Request for Proposals to determine the firms' credentials. Under the existing process, prequalified firms submitted cost proposals only.

After working with the process for the past few years, staff is proposing further streamlining while still having an environmental review that is thorough and rigorous. Once the list of prequalified firms is adopted, an applicant can contract directly with the consultant thus removing staff from contract administration. This step will save applicants both time and money. Planning staff would still be integrally involved in the environmental review process and the final document would still be the City's environmental document. Specific changes to the procedures include the following;

1. Elimination of the requirement for a Request for Proposal (RFP) by the City,
2. Elimination of the requirement for the applicant to submit a check and for the City to contract with the consultant,
3. Addition of procedures to ensure the City directs the preparation of the environmental analysis,
4. Requirement for applicant and consultant to comply with the Procedures; and
5. Preparation of administrative guidelines regarding the specific steps and procedures to be followed.

The Procedures to Implement CEQA are adopted by resolution. Staff has prepared a resolution attached (Attachment No. 1) that further details the process.

OPTIONS:

Reject proposals and direct staff to send out another RFQ. This would take time and staff would therefore continue release Request for Proposals for development proposals to the current list of consultants.

Prepared by: Jeff Anderson, Community Development Director

Fiscal Impact

FISCAL IMPACT:

There would be no fiscal impact to the City. All costs would be paid by the appilcant of a project.

Attachments

Attachment 1 - Reso 2020-14 (CEQA Procedures)

Attachment 2 - Prequalified CEQA Consultants

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness
Engage in Proactive Economic Development

ATTACHMENT NO. 1

RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING PROCEDURES NECESSARY TO IMPLEMENT THE CALIFIORNIA ENVIRONMNETAL QUALITY ACT (CEQA) AND THE CEQA GUIDELINES BY INCORPORATING THE CEQA GUIDELINES INTO THE OPERATIONS OF THE CITY OF WEST COVINA AND REPEALING RESOLUTION NO. 2016-26

WHEREAS, on May 2, 2000 the City Council adopted City Council Resolution No. 2000-35 that adopted procedures for the implementation of the California Environmental Quality Act;

WHEREAS, on April 5, 2016 the City Council adopted City Council Resolution No. 2016-26 revising the City's procedures for the implementation of the California Environmental Quality Act;

NOW THEREFORE, The City Council of the City of West Covina does resolve as follows:

Section 1. Repeal of Resolution No. 2016-26

The procedures for implementation of the California Environmental Quality Act adopted by Resolution No. 2016-26 are repealed in their entirety and replaced with the procedures set forth herein.

Section 2. Authority

These procedures are adopted to implement the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the State CEQA Guidelines ("State Guidelines"), Title 14 California Administrative Code Section 15000 et seq., pursuant to State Guidelines Section 15022 (d).

Section 3. Incorporation of State Guidelines by Reference

The City Council hereby incorporates the State Guidelines, as they now exist or may be amended hereafter, by this reference as though fully set forth herein. The procedures established by this resolution implement and tailor the general provisions of the State Guidelines to the specific operations of the City of West Covina. This resolution is not intended to replace the State Guidelines. If any section of this resolution is in conflict with or contrary to any provisions of the State Guidelines as they now exist or may be amended hereafter, the State Guidelines shall control.

Section 4. Delegation of Responsibility to the Community Development Director

The Community Development Director shall be responsible for the following CEQA functions to the extent permitted by law:

(a) Determining whether a proposal constitutes a "project" as defined in Section 15378 of the State Guidelines;
(b) Determining whether a project is exempt;
(c) Preparing or directing the preparation of an Initial Study and deciding whether to prepare a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report (EIR);
(d) Preparing or directing the preparation of a Negative Declaration, Mitigated Negative Declaration or EIR;
(e) Determining that a Negative Declaration has been completed within a period of 105 days or an EIR within a period of one year from the date an application has been accepted as complete;
(f) Preparing or directing the preparation of responses to comments on environmental notices and documents;
(g) Filing or directing the filing of notices required or authorized by the National Environmental Protection Act ("NEPA"), CEQA, the State Guidelines, or as otherwise required by law;
(h) Consulting with and obtaining comments from other public agencies and the public as required by CEQA;
(i) Assuring adequate opportunity and time for public review and commentary as required by CEQA; and
(j) Developing procedures for monitoring, reporting and enforcing mitigation conditions.

Section 5. <u>Procedures for Contracting for the Preparation of Environmental Reports and Studies Required by the State Guidelines</u>

The following procedures shall be used for the selection of environmental consulting firms to prepare those Initial Studies, Negative Declarations, Mitigated Negative Declarations, and EIRs (collectively, "Environmental Reports") as may be required by CEQA.

(a) Consultant Selection. The City shall select and maintain a resource list of qualified environmental consulting firms to prepare the environmental review and analysis. The resource list should be compiled based on qualifications submitted by individual firms as part of a Request for Qualifications.

(b) The applicant may only use a firm listed on the qualified environmental consulting firms list to prepare the environmental review and analysis for a project.

(c) Reports. Environmental review and analysis shall be prepared by a qualified consultant under the supervision and direction of the City as specified in the Delegation of Responsibility to the Community Development Director in Section 4 above. Following a determination that some type of Environmental Report is required by the City, the applicant may contract with one of the consultants on the list selected by the City to prepare an appropriate technical report. Upon selection the applicant and consultant shall sign the policy document that they understand these procedures.

(d) Costs. Cost associated with the preparation, printing, and distribution of Environmental Reports and addenda and supplements for projects shall be borne by the applicant. The applicant shall also be required to pay the actual time and materials cost incurred by the City for the additional staff time required to administrate the preparation of the document at the hourly rate adopted in the City's Fee Schedule. This cost will be in addition to processing the development application for which the Environmental Reports is being prepared.

(e) Selection of Consultant. An applicant must select a prequalified consultant listed on Attachment 2 and notify the City. The selected consultant shall schedule a kickoff meeting with City staff, which the applicant may attend. The following items shall be discussed at the kickoff meeting:

- Completion of the Initial Study Checklist,
- The project description, project goals and objectives,
- Potential types of technical studies to be conducted,
- The environmental baseline
- The thresholds of review

During the preparation of the relevant environmental documents, the consultant is allowed free access to the applicant, provided that the Community Development Director is notified ahead of time of any meeting between the applicant and the consultant, and that no meeting be held without Planning staff's prior knowledge and consent. For instance, it may be advisable that the applicant review and comment on the draft project description for accuracy and to ensure no project components are excluded. All information shall be provided concurrently to City staff and the applicant. The City shall be copied on all email correspondence to and from the applicant related to the environmental review process.

City staff shall agree to all the following before preparation of any environmental documents:

1. The project description,
2. Project goals and objectives,
3. The types of technical studies,
4. The appropriate environmental baseline, and
5. Thresholds of review.

(f) Review of Draft and Final Documents. When the consultant completes draft documents, the City and the applicant shall both receive copies. The consultant shall work with the City to develop all mitigation measures. Any revisions requested by the applicant shall be approved by the City. The selected consultant shall attend all public hearings.

(g) Submittal of Documents to Recorders Office. All documents required to be filed with the County Recorders office shall be the prepared, submitted and paid for by the consultant including, but not limited to, the NOP, NOE, NOD, and De Minimis finding.

(h) Compliance with Procedures. Selected consultants shall comply with these procedures. Noncompliance with the procedures will be cause to remove the consultant from the list of qualified environmental consulting firms.

(i) Within thirty (30) days of adoption of this resolution, the Community Development Director shall prepare administrative guidelines for the consultant and applicant. The consultant and applicant shall sign the administrative policy document that they understand the procedures.

Section 6. Severability

If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this resolution, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution or its application to other persons. The City Council hereby declares that it would have adopted this resolution and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional.

Section 7. City Discretion

For large projects that might entail the preparation of an EIR, the City, at its sole discretion, may use other methods in the selection of a consultant. The absence of any of the above noted data from the resource list, or the choosing of an alternative qualified consultant not on the resource list to prepare an Environmental Report or other technical document, shall not invalidate the consultant selection.

FINALLY RESOLVED, the City Clerk shall certify to the passage of this resolution.

APPROVED AND ADOPTED on this 3rd day of March 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2020-14 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of March, 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 2

CITY OF WEST COVINA
PREQUALIFIED CEQA CONSULTANTS
(Valid through April 1, 2023)

1. **GPA Consulting**
2. **PSOMAS**
3. **Rincon Consultants, Inc.**
4. **Terry A. Hayes Associates (TAHA)**
5. **Ultra Systems Environmental**

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION TO INITIATION OF CODE AMENDMENT NO. 20-03 REGARDING SHORT TERM RENTALS

RECOMMENDATION:

It is recommended that the City Council adopt a resolution initiating Code Amendment No. 20-03 regarding a prohibition on short term housing rentals, by adopting the following resolution:

RESOLUTION NO. 2020-05 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, INITIATING CODE AMENDMENT NO. 20-03 TO CONSIDER PROHIBITING SHORT TERM HOUSING RENTALS

DISCUSSION:

Based on past City Council discussions and community concerns, staff has prepared a resolution to initiate a code amendment to prohibit short term housing rentals. Short terms rentals refer to residential rentals of thirty days or less. The Municipal Code does not explicitly regulate short term housing rentals. However, the Business License Section of the Municipal Code defines a hotel/motel as transient uses of less than 30 days and the Zoning Code does not allow hotels/motels in residential zones. In order to adopt standards to clearly prohibit short term rentals, the Zoning Code would be revised. The Municipal Code specifies that the City Council or Planning Commission can initiate a code amendment to the Zoning Code. To that end, a resolution has been prepared stating the intent of the City Council to initiate a code amendment.

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation;
2. Receive and file the report thereby declining to initiate a code amendment;
3. Provide alternative direction.

ENVIRONMENTAL REVIEW:

The proposed code amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines in that it consists of a code amendment that would prohibit short term rentals and it can be seen that there is no significant effect on the environment through this potential amendment.

Prepared by: Jeff Anderson, Community Development Director

Attachments

Attachment No. 1 - Initiation Resolution

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance the City Image and Effectiveness

ATTACHMENT NO. 1

C I T Y C O U N C I L

R E S O L U T I O N N O. 2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, INITIATING CODE AMENDMENT NO. 20-03 TO CONSIDER PROHIBITING SHORT TERM RENTALS

WHEREAS, on March 3, 2020, the City Council initiated a code amendment to consider adopting a prohibition on short term rentals in the West Covina Municipal Code; and

WHEREAS, the studies and investigations made by the City Council and in its behalf reveal the following facts:

1. Recently there have been negative impacts to the community based on the operation of short term rentals in the City, including noise, parties and a murder.

2. The West Covina Municipal Code currently includes a definition of a hotel and motel in the Business License Chapter and the Zoning Chapter does not allow hotels or motels in residential zones. While the Municipal Code does not allow hotels/motels, it is appropriate to consider standards that clearly prohibit short term rentals for clarification and enforcement.

3. The proposed action is considered to be exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the proposed action consists of a code amendment, which does not have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of West Covina, in conformance with Section 26-153(a)(2) of the West Covina Municipal Code, does hereby initiate an application for a Code Amendment related to the Short Term Rentals.

APPROVED AND ADOPTED on this 3rd day of March 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2020-13 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of March, 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AWARD OF BID FOR TACTICAL BULLETPROOF VESTS FOR POLICE DEPARTMENT

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Find that F.S.O.C. LLC of El Segundo, CA is the lowest priced responsible bidder for the Police Department tactical bulletproof vests; and
2. Approve a purchase order agreement with F.S.O.C. LLC totaling $99,360.30, from account #155.31.3110.7160.

BACKGROUND:

Tactical bullet-resistant vests are items of personal armor that help absorb the impact and reduce or stop penetration to the body from firearm-fired projectiles and shrapnel from explosions. They should be replaced every 5 to 7 years.

DISCUSSION:

The specialized tactical bulletproof vests utilized the Police Officers on the Special Weapons and Tactics (SWAT) and Special Enforcement Team (SET) Teams are due for replacement. Supplying SWAT and SET Officers with new tactical vests is a vital Officer safety need. On October 15, 2019 (agenda item #11), the City Council appropriated State Supplemental Law Enforcement Services Allocation (SLESA) funds for these tactical vests. That agenda item stated that staff would conduct a competitive bid process for these vests, and then return to the City Council to award the bid.

A Request for Quotations (RFQ) for these tactical vests was completed and published online at Planet Bids on January 22, 2019. On the bid deadline of February 10, 2020, staff received two sealed bid packages. Staff reviewed these bid packages, and concluded that they were both fully responsive to the RFQ. The table below summarizes the bid amounts:

Vendor	TOTAL
F.S.O.C. LLC	$99,360.30
Galls LLC	$105,965.34

The Police Department has purchased safety equipment from both vendors in the past, and was satisfied with both vendors. In accordance with the City's purchasing policy, staff recommends accepting the lowest responsive bid, from F.S.O.C. LLC of El Segundo, and awarding a purchase agreement—see Attachment No. 1.

Fiscal Impact

FISCAL IMPACT:

The purchase of these specialized tactical bulletproof vests will constitute no cost to the General Fund. State Supplemental Law Enforcement Services Allocation (SLESA) funds were previously appropriated by the City Council in account #155.31.3110.7160 for this purchase.

Attachments

Attachment No. 1 - RFQ 31-005 Bid by F.S.O.C. LLC

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure
Enhance Public Safety

ATTACHMENT NO. 1

THE CITY OF
WEST COVINA
PURCHASING DIVISION
PHONE (626) 939-8705
RFQ 31-005

Attachment C

REQUEST FOR QUOTATION

Quotation No. _____
(This is not an order)

INSTRUCTIONS TO BIDDERS:	
• Please quote prices F.O.B. Destination. No charges for packing, drayage, postage, or for any other purpose will be allowed over and above the prices quoted herein unless noted. • Quote each item separately as awards will be made on a unit basis. Each item will be considered separately and not in combination with other items unless otherwise specified. • The City invites cost saving or quality improving substitutes, however deviations from these specifications should be clearly indicated on your quotation.	Buyer Mailed Return by

			Unit Price	Extension
26	ea	Paraclete SRV Tactical vest w/ AXBIIIA Alpha Elite Black, Level IIIA NIJ.06 Ballistics. Complete set with Quick release, throat, collar bicep, groin, lower ab, Lower back protection, 5 molle pouches, front/back ID Placards, and front molle quick attachment.	2514.00	65,364.00
52	ea	Paraclete Omega ICW Special Threat Rifle Plates 10x12, shooters cut, 2.1 lbs, multi curve.	488.00	25,376.00
		On-site fitting costs (if any) at West Covina Police Department (should not be taxed)		0
			Sub Total	90,740.00
			9.5% Calif. Sales Tax	8,620.30
			Shipping	0
			GRAND TOTAL	$ 99,360.30

	Unit Price
Additional Paraclete SRV (Level IIIA)" tactical vests, With features same as above	2514.00
Additional <u>set of 2</u> Omega ICW Special Threat Rifle plates, With features same as above (should be double the unit price for the 52 plates above)	976.00

Firm	F.S.D.C. LLC	Terms	NET 30
Address	803 EUCALYPTUS DR EL SEGUNDO 90245	FOB Point	WEST COVINA
Telephone	(310) 616-6184	Delivery	45 days after receipt of order
Fax	(310) 640-6899	Signed	David Pomerell

AGENDA ITEM NO. 6

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF PURCHASING AND EQUIPPING POLICE PATROL VEHICLES

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333 (i) (2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/National Joint Powers Alliance (NJPA) Master Vehicle Contract # 120716-NAF satisfies West Covina's bid process, and authorize the purchase of a total of eight (8) Ford Police SUV Interceptor vehicles per specifications, directly from Wondries Fleet Group of Alhambra (part of National Auto Fleet Group) for a total of $301,687.71, including taxes and fees, using previously appropriated federal asset forfeiture funds;
2. Authorize the purchase of vehicle mounted equipment and installation services for these new vehicles from Black & White Emergency Vehicles (the City's currently authorized public safety equipment purchase and installation vendor), totaling $149,422.33, using previously appropriated federal asset forfeiture funds; and
3. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333 (b), which states that bidding may be dispensed with when the commodity can be obtained from only one (1) vendor, authorize the purchase of a vehicle mounted camera system for eight (8) vehicles, per specifications, directly from WatchGuard Video of Allen, TX, for a total of $44,685, including taxes, using previously appropriated federal asset forfeiture funds.

BACKGROUND:

The patrol vehicle is a basic tool needed by a patrol officer to perform the job of providing police service to residents. For patrol officers, their office space is their vehicle, and they count on those vehicles performing every time they enter them. These vehicles are used in intense pursuits, and often run nonstop supporting multiple patrol shifts round the clock—this greatly reduces these vehicle's useful lifespan in comparison to regular civilian passenger vehicles. In comparison to a standard civilian car, the actual mileage and wear and tear on these units' engines far exceeds the odometer numbers, because these patrol units frequently idle for long periods of time at crime scenes and traffic stops while Officers use vehicle-mounted lights, mobile data computers, and communications equipment. Currently, eight high-mileage vehicles (including one K-9 vehicle) have been identified as needing replacement.

DISCUSSION:

Wondries Fleet Group of Alhambra (part of National Auto Fleet Group) has offered the eight Ford SUV Police Interceptor vehicles to West Covina, under the Sourcewell/National Joint Powers Alliance (NJPA) program, Master Vehicle Contract No. 120716-NAF—see Attachment No. 1. On May 7, 2019 (agenda item #15), the City Council approved the purchase of ten Ford SUV Police Interceptor vehicles, under this exact Sourcewell/NJPA vehicle contract. Wondries Fleet Group has again offered the same pricing under the same contract, totaling $301,687.71 for the eight vehicles.

The NJPA program is a public agency, member-driven service cooperative that serves over 50,000 members. NJPA offers a multitude of contracted products, equipment, and service opportunities to local government agencies. The NJPA offers its members purchasing contracts that are competitively bid nationally to enable contracted suppliers and member agencies to work smarter and more efficiently and bring considerable value to member agencies. By utilizing the NJPA purchasing contract services, local government agencies can expedite and purchase critical equipment much quicker than using traditional acquisition methods. NJPA products and suppliers are already approved by the United States General Service Administration, so no request for proposal or bidding is required. The City of West Covina's purchasing policy as specified in Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333 (i) (2), allows the bidding to be waived in favor of this type of contract pricing, saving considerable staff time.

The eight police vehicles will be equipped with public safety vehicle-mounted gear by Black & White Emergency Vehicles—the Police Department's currently authorized vehicle conversion vendor. On January 1, 2017 (agenda item # 14), the City Council authorized City Staff to "piggyback" on a competitive bid for public safety equipment and installation that was completed by the City of Arcadia, and enter into agreements with Black & White Emergency Vehicles, the lowest priced bid, for public safety vehicle equipment and installation services through Fiscal Year 2019-2020. The entire equipment and installation costs for the eight vehicles totals $149,422.33—see Attachment No. 2.

Additionally, the Police Department needs to equip eight vehicles with vehicle mounted cameras, using our current authorized vendor, WatchGuard video. On January 1, 2016 (agenda item #15), the City Council authorized staff to purchase a vehicle mounted camera system for Patrol vehicles, as a sole source purchase, directly from the system manufacturer, WatchGuard Video. Since that time, the Police Department has been very satisfied with this video camera system. WatchGuard Video's system has a series of unique features, including a complete one-piece hardware mount, an automatic media overflow function ensuring that all footage is recorded even when the primary portable hard drive is full, real-time backup DVD recording, multiple resolution encoding, 60 hours of record-after-the-fact retrievable footage, a line of sight range of one to two miles, and more. WatchGuard Video submitted a detailed price quote with specifications, and sole source letter—see Attachment No. 3—for a camera system for eight vehicles, meeting the needs of the West Covina Police Department. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333 (b), which states that bidding may be dispensed with when the commodity can be obtained from only one (1) vendor, staff recommends that the City Council authorize the purchase of the eight WatchGuard camera system units per specifications directly from WatchGuard Video of Allen, TX, for a total of $44,685.

After the vehicles have been ordered, staff will purchase extended "Premium Care" warranties from Wondries, totaling $16,360. This extended "bumper to bumper" warranty covers virtually all vehicle components (e.g., drive train, air conditioning, etc.), lasts five years or 100,000 miles with a zero (0) deductible, and will go into effect after the vehicles are received and equipped. When replaced, the older Police vehicles will be rotated to non-patrol uses, or auctioned.

Federal asset forfeiture funding for all of these vehicle items was previously appropriated by the City Council on August 12, 2019 (agenda item #9). The federal asset forfeiture program encompasses the seizure and forfeiture of assets that represent the proceeds of, or were used to facilitate federal crimes. The primary mission of the program is to employ asset forfeiture powers in a manner that enhances public safety and security. This is accomplished by removing the proceeds of crime and other assets relied upon by criminals and their associates to perpetuate their criminal activity against our society. Asset forfeiture has the power to disrupt or dismantle criminal organizations that would continue to function if we only convicted and incarcerated specific individuals, denying these criminal organizations of their ill-gotten gains and instead channeling those resources to enhance public safety.

The West Covina Police Department received federal asset forfeiture funds stemming from successful joint federal-local law enforcement cases, focusing on narcotics. These cases are adjudicated at the federal level, which is often a lengthy process that results in irregular receipts of these funds. The U.S. Department of Justice produces a lengthy publication concerning the spending rules and prohibitions associated with federal asset forfeiture funds. This publication is called the *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Governments*. Briefly, asset forfeiture funds are approved for new unbudgeted law enforcement uses, must be accounted for separately from other funds to adhere to financial reporting and auditing requirements, and cannot be spent until the funds are actually received as revenue. Moreover, these funds cannot be used to replace (supplant) funding levels for police department items (like police officers, materials, services, supplies and equipment, etc.) previously funded from the City's General Fund. It is appropriate and allowable to use available federal asset forfeiture funds for these vehicle items.

OPTIONS:

The options available to the City Council include:

1. Approving the item as recommended,
2. Requesting that staff re-bid the items, or
3. Provide staff further direction

Prepared by: Alex B. Houston, Police Administrative Services Manager
Additional Approval: Richard Bell, Chief of Police
Additional Approval: Robbeyn Bird, Finance Director

Fiscal Impact

FISCAL IMPACT:

The purchase cost of these vehicles, equipment, and warranties (totaling $512,155.04) will constitute no cost to the General Fund. Federal asset forfeiture funding for these vehicles, equipment, and warranties was previously appropriated by the City Council on August 12, 2019 (agenda item #9), in account #117.31.3120.7170.

Attachments

Attachment No. 1 - Price Quotes and Specifications from Wondries
Attachment No. 2 - Price Quotes from Black & White Emergency Vehicles
Attachment No. 3 - Price Quote & Sole Source Letter from WatchGuard

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CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure
Enhance Public Safety

ATTACHMENT NO. 1

Wondries FLEET GROUP

400 S. Atlantic Blvd. Alhambra, CA 91801 • P.O. Box 1131 Alhambra, CA 91802
(626) 457-5590 (626) 457-5593 Fax

January 21, 2020

Brian Daniels
City of West Covina Police Department
1444 W Garvey Ave S
West Covina, Ca 91790
Delivery Via Email

Dear Mr. Daniels,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at West Covina, new/unused 2020 Police Interceptor Utilities responding to your requirement with the attached specifications for $34,355.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.This unit includes Black and White Paint without Ballistics.

Selling Price	34,355.00
Sales Tax 9.5%	3,263.72
Tire Tax	8.75
Total	37,627.47

7 UNIT'S X 37,627.47 = 263,392.29

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com

CHEVROLET Ford NISSAN KIA DODGE CHRYSLER Jeep

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 10152, Data updated Jan 20, 2020 10:12:00 PM PST

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2020 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH Top Speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
___	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft,up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
76D	Underbody Deflector Plate -inc: Engine and transmission shield	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	0.00 lbs	0.00 lbs
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red / passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel Drive

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Police/Fire

1670# Maximum Payload

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Front Windshield -inc: Sun Visor Strip

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Fully Automatic Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Ford Fleet Telematics Selective Service Internet Access

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shift Knob
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Systems Monitor
	Redundant Digital Speedometer
	Trip Computer
	Analog Display
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL		MSRP
K8A	[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD		
	OPTIONS		
153	Front License Plate Bracket		$0.00
17T	Switchable Red/White Lighting in Cargo Area		
43D	Dark Car Feature		
44U	Transmission: 10-Speed Automatic (44U)		$0.00
500A	Order Code 500A		$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)		
59B	Keyed Alike - 1284x		
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.	
60R	Noise Suppression Bonds (Ground Straps)		
66A	Front Headlamp Lighting Solution		
68G	Rear-Door Controls Inoperable		
76D	Underbody Deflector Plate		
87R	Rear View Camera		$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear		$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)		
UM	Agate Black		$0.00
___	3.73 Axle Ratio		$0.00
	SUBTOTAL		
	Adjustments Total		$0.00
	Destination Charge		

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

TOTAL PRICE

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Wondries FLEET GROUP

400 S. Atlantic Blvd. Alhambra, CA 91801 • P.O. Box 1131 Alhambra, CA 91802
(626) 457-5590 (626) 457-5593 Fax

January 21, 2020

Brian Daniels
City of West Covina Police Department
1444 W Garvey Ave S
West Covina, Ca 91790
Delivery Via Email

Dear Mr. Daniels,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at West Covina, new/unused 2020 Police Interceptor K-9 Utilities responding to your requirement with the attached specifications for $34,965.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.This unit includes Black and White Paint Rear Air / without Ballistics.

Selling Price	34,965.00 (K-9 Unit)
Sales Tax 9.5%	3,321.67
Tire Tax	8.75
Total	38,295.42

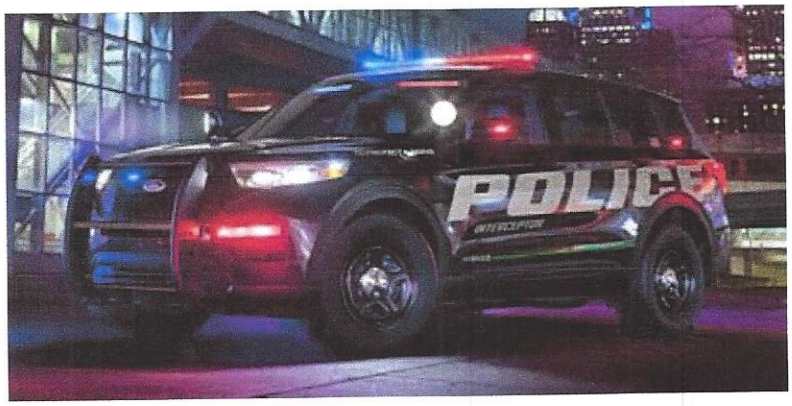
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2020 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH Top Speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
___	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft,up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
76D	Underbody Deflector Plate -inc: Engine and transmission shield	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	0.00 lbs	0.00 lbs
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red / passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17A	Rear Auxiliary Air Conditioning	0.00 lbs	0.00 lbs
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel Drive

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Police/Fire

1670# Maximum Payload

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Fully Automatic Projector Beam Led Low/High Beam Headlamps
- LED Brakelights

Entertainment

- Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
- Integrated Roof Antenna
- 1 LCD Monitor In The Front

Interior

- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Ford Fleet Telematics Selective Service Internet Access

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL		MSRP
K8A	[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD		
	OPTIONS		
153	Front License Plate Bracket		$0.00
17A	Rear Auxiliary Air Conditioning		
17T	Switchable Red/White Lighting in Cargo Area		
43D	Dark Car Feature		
44U	Transmission: 10-Speed Automatic (44U)		$0.00
500A	Order Code 500A		$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)		
59B	Keyed Alike - 1284x		
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.	
60R	Noise Suppression Bonds (Ground Straps)		
66A	Front Headlamp Lighting Solution		
68G	Rear-Door Controls Inoperable		
76D	Underbody Deflector Plate		
87R	Rear View Camera		$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear		$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)		
UM	Agate Black		$0.00
—	3.73 Axle Ratio		$0.00
	SUBTOTAL		
	Adjustments Total		$0.00

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Destination Charge	
TOTAL PRICE	

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ATTACHMENT NO. 2

BLACK & WHITE
EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
1/30/2020	1598

Name / Address	Ship To
West Covina Police Department 1444 W. Garvey Ave. Wchest Covina, CA 91790	West Covina Police Department 1444 W. Garvey Ave. West Covina, CA 91790

Customer	Terms
(7) 2020 Ford Utility	Net 30

Item	Description	Qty	Rate	Total
INTG51S-CAL4	Integrity Lightbar 51" Dual Color, Low-profile, linear-shaped LED, Integrated SignalMaster Directional Capability	7	2,464.60	17,252.20T
HKB-FPIU2020	2020 FPIU LIGHT BAR HOOK KIT	7	0.00	0.00T
MS4000U	MS4000 Undercover Siren, 100W, Air Horn, Manual, Wail, Yelp, Priority Intersection, remote switch panel	7	0.00	0.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	14	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	14	0.00	0.00T
MDASHCPE	Pre-Emption Supply	7	252.90	1,770.30T
36-2125	Westin Ford Utility Push Bumper 2020	7	313.29	2,193.03T
36-2125PB	Westin Pit Bar Ford Utility 2020	7	327.45	2,292.15T
36-6005	Push Bumper Light Channel 23.5 inch Solid	7	29.11	203.77T
SI240-T-IH	Secure Idle 2013+ Ford Interceptor Sedan & Utility	7	166.03	1,162.21T
CC-UV20-L-18	2020 PI Utility 18" L Shape Console, 8" Slope, 10" level	7	384.45	2,691.15T
AC-INTBHG	Troy 4" Internal Dual beverage Holder W/ Rubber Fingers	7	44.50	311.50T
AC-ARMMNT58-LP	Low Profile Arm Rest, Pedestal insert, 5x8 Foam Arm Rest. (3 Parts)	7	127.45	892.15T
CM-SDLA-SA-LED	Troy Side Mount Swing Bracket for Docking Station	7	294.00	2,058.00T
TP-E-SL6-US-SS	Troy Stash N Stow Cage with Sliding Center Window W/Square Punched Mesh Guard	7	678.27	4,747.89T
KP-UV20-DAP-SS	2020 PI Utility 3pc. Kick Panel w/ Foot Pockets Use with Big Boy Mount	7	146.42	1,024.94T
PS-20-UV-UVFX-OS-RL	Plastic Seat with OS Belts, Rear Partition Polycarbonate Window, with Fire Extinguisher Compartment	7	1,534.68	10,742.76T
AC-20-UV-CGP2	2020 PI Utility Rear Cage Airbag Corridor Gap Panels Set	7	93.96	657.72T

Quotes are subject to change and are Valid for 30 Days

Subtotal	
Sales Tax (9.5%)	
Total	

Signature

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

BLACK & WHITE
EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
1/30/2020	1598

Name / Address	Ship To
West Covina Police Department 1444 W. Garvey Ave. Wchest Covina, CA 91790	West Covina Police Department 1444 W. Garvey Ave. West Covina, CA 91790

Customer	Terms
(7) 2020 Ford Utility	Net 30

Item	Description	Qty	Rate	Total
SAB-20-FDUV-BB	2020 PI Utility Big-Boy Partition Mounting Kit	7	0.00	0.00T
AC-20-UV-SET	2020 PI Utility Driver/Passenger Side Set of Diamond-Punched Window Screens	7	176.18	1,233.26T
CP-UV20-CARGO	2020 PI Utility Tilt-Up Cargo Mount w/Gas Shocks	7	411.08	2,877.56T
AC-20-UV-HATCH	2020 PI Utility Hatch Window Screen	7	110.40	772.80T
AC-20-UV-TRAY	2020 PI Utility Electronics Tray Bolts to CP-UV20-CARGO	7	203.58	1,425.06T
Ch27.1.20/L3	27 Circuits W/ Modular Smart Start Timer and L3 bracket for Ford Utility with 20ft long Output Wires.	7	600.00	4,200.00T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	7	85.00	595.00T
CP-GB203212-TL	UV Gun Box, Half Size	7	1,096.20	7,673.40T
FHL-TAIL	Flasher, Taillight, Universal	7	62.33	436.31T
MPS620U-BA	MicroPulse Ultra 6-LED Light Head, Blue/Amber	14	110.56	1,547.84T
MPS620U-BR	MicroPulse Ultra 6-LED Light Head Blue/Red	14	110.56	1,547.84T
416800-RBRB	2 Twist-N-Lock Corner LEDs 2020 Ford PI Utility, Red/Blue	7	185.50	1,298.50T
MMSU-1	Magnetic Mic Single Unit	14	32.00	448.00T
461756	Laird Technologies - 450-470 Phantom Elite Antenna, Black	7	36.75	257.25T
MB8U	3/4" Hole NMO Antenna Coax RG58U	7	12.50	87.50T
22174	MiniUHF Male Crimp-RG58	7	2.50	17.50T
AP-CWG-BA-S222-RP2-WH	Antenna Plus AP-MultiMax (CELL/LTE/WiFi/GPS) (4G/3G) Antenna - Threaded Bolt Mount w/15' Cable, SMA/SMA/SMA with Reverse Polarity on WiFi connector	7	185.25	1,296.75T
AngArm-00358	Ford, Police Interceptor Utility, Level III+ Front Door, Driver Side 2020+	7	1,198.80	8,391.60T

Quotes are subject to change and are Valid for 30 Days

Subtotal	
Sales Tax (9.5%)	
Total	

Signature

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BLACK & WHITE
EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
1/30/2020	1598

Name / Address	Ship To
West Covina Police Department 1444 W. Garvey Ave. Wchest Covina, CA 91790	West Covina Police Department 1444 W. Garvey Ave. West Covina, CA 91790

Customer	Terms
(7) 2020 Ford Utility	Net 30

Item	Description	Qty	Rate	Total
AngArm-00359	Ford, Police Interceptor Utility, Level III+ Front Door, Passenger Side 2020+	7	1,198.80	8,391.60T
INV-40MM-WM	40MM Weapon Mount W/Delrin Insert No Lock	7	196.32	1,374.24T
SC-6	Gen. 2 Universal Gun Lock #2 Key	7	123.75	866.25T
475-0201	Gun Rack - Single Weapon, Trunk Mounted (GR4-870-UTM)	7	288.80	2,021.60T
475-0849	Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR3-AR-870-XTRD-GL3XL)	7	525.50	3,678.50T
CUSTBOX	Custom Built Spike Strip Box	7	125.00	875.00T
Shop Labor	Installation of emergency equipment and customer provided radio, computer, and camera system into a 2020 Ford Utility.	7	2,850.00	19,950.00

Quotes are subject to change and are Valid for 30 Days

Subtotal	$119,263.13
Sales Tax (9.5%)	$9,434.75
Total	$128,697.88

Signature _____

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BLACK & WHITE
EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
1/30/2020	1599

Name / Address	Ship To
West Covina Police Department 1444 W. Garvey Ave. Wchest Covina, CA 91790	West Covina Police Department 1444 W. Garvey Ave. West Covina, CA 91790

Customer	Terms
2020 K9	Net 30

Item	Description	Qty	Rate	Total
INTG51S-CAL4	Integrity Lightbar 51" Dual Color, Low-profile, linear-shaped LED, Integrated SignalMaster Directional Capability	1	2,464.60	2,464.60T
HKB-FPIU2020	2020 FPIU LIGHT BAR HOOK KIT	1	0.00	0.00T
MS4000U	MS4000 Undercover Siren, 100W, Air Horn, Manual, Wail, Yelp, Priority Intersection, remote switch panel	1	0.00	0.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	2	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	2	0.00	0.00T
MDASHCPE	Pre-Emption Supply	1	252.90	252.90T
36-2125	Westin Ford Utility Push Bumper 2020	1	313.29	313.29T
36-2125PB	Westin Pit Bar Ford Utility 2020	1	327.45	327.45T
36-6005	Push Bumper Light Channel 23.5 inch Solid	1	29.11	29.11T
SI240-T-IH	Secure Idle 2013+ Ford Interceptor Sedan & Utility	1	166.03	166.03T
CC-UV20-L-18	2020 PI Utility 18" L Shape Console, 8" Slope, 10" level	1	384.45	384.45T
AC-INTBHG	Troy 4" Internal Dual beverage Holder W/ Rubber Fingers	1	44.50	44.50T
AC-ARMMNT58-LP	Low Profile Arm Rest, Pedestal insert, 5x8 Foam Arm Rest. (3 Parts)	1	127.45	127.45T
CM-SDLA-SA-LED	Troy Side Mount Swing Bracket for Docking Station	1	294.00	294.00T
EZPF-INTERC-SUV-20_AA	E/Z Rider K9 Platform For Ford SUV 2020 PIU. Powder Coated black	1	2,331.45	2,331.45T
PC_MATTE	MATTE BLACK Powder Coating	1	0.00	0.00T
EZDISH	Water Dish, Spill Proof, Bracket Mounted. Capacity 1 Gallon	1	103.95	103.95T
COOLGUARDPLUSM-900	Cool Guard Plus with R.E.S.C.U.E	1	1,903.50	1,903.50T
PAGER	EZ Pager For Cool Guard System	1	365.00	365.00T
Freight Charge	Freight Charge K9 Insert	1	493.00	493.00

Quotes are subject to change and are Valid for 30 Days

Subtotal	
Sales Tax (9.5%)	
Total	

Signature

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BLACK & WHITE
EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
1/30/2020	1599

Name / Address	Ship To
West Covina Police Department 1444 W. Garvey Ave. Wchest Covina, CA 91790	West Covina Police Department 1444 W. Garvey Ave. West Covina, CA 91790

Customer	Terms
2020 K9	Net 30

Item	Description	Qty	Rate	Total
CP-UV20-CARGO	2020 PI Utility Tilt-Up Cargo Mount w/Gas Shocks	1	411.08	411.08T
AC-20-UV-HATCH	2020 PI Utility Hatch Window Screen	1	110.40	110.40T
AC-20-UV-TRAY	2020 PI Utility Electronics Tray Bolts to CP-UV20-CARGO	1	203.58	203.58T
Ch27.1.20/L3	27 Circuits W/ Modular Smart Start Timer and L3 bracket for Ford Utility with 20ft long Output Wires.	1	600.00	600.00T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	85.00	85.00T
CP-GB203212-TL	UV Gun Box, Half Size	1	1,096.20	1,096.20T
FHL-TAIL	Flasher, Taillight, Universal	1	62.33	62.33T
MPS620U-BA	MicroPulse Ultra 6-LED Light Head, Blue/Amber	2	110.56	221.12T
MPS620U-BR	MicroPulse Ultra 6-LED Light Head Blue/Red	2	110.56	221.12T
416800-RBRB	2 Twist-N-Lock Corner LEDs 2020 Ford PI Utility, Red/Blue	1	185.50	185.50T
MMSU-1	Magnetic Mic Single Unit	2	32.00	64.00T
461756	Laird Technologies - 450-470 Phantom Elite Antenna, Black	1	36.75	36.75T
MB8U	3/4" Hole NMO Antenna Coax RG58U	1	12.50	12.50T
22174	MiniUHF Male Crimp-RG58	1	2.50	2.50T
AP-CWG-BA-S222-RP2-WH	Antenna Plus AP-MultiMax (CELL/LTE/WiFi/GPS) (4G/3G) Antenna - Threaded Bolt Mount w/15' Cable, SMA/SMA/SMA with Reverse Polarity on WiFi connector	1	185.25	185.25T
AngArm-00358	Ford, Police Interceptor Utility, Level III+ Front Door, Driver Side 2020+	1	1,198.80	1,198.80T
AngArm-00359	Ford, Police Interceptor Utility, Level III+ Front Door, Passenger Side 2020+	1	1,198.80	1,198.80T
INV-40MM-WM	40MM Weapon Mount W/Delrin Insert No Lock	1	196.32	196.32T
SC-6	Gen. 2 Universal Gun Lock #2 Key	1	123.75	123.75T

Quotes are subject to change and are Valid for 30 Days

Subtotal	
Sales Tax (9.5%)	
Total	

Signature

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
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BLACK & WHITE
EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
1/30/2020	1599

Name / Address	Ship To
West Covina Police Department 1444 W. Garvey Ave. Wchest Covina, CA 91790	West Covina Police Department 1444 W. Garvey Ave. West Covina, CA 91790

Customer	Terms
2020 K9	Net 30

Item	Description	Qty	Rate	Total
475-0201	Gun Rack - Single Weapon, Trunk Mounted (GR4-870-UTM)	1	288.80	288.80T
CUSTBOX	Custom Built Spike Strip Box	1	125.00	125.00T
Shop Labor	Installation of emergency equipment , K9 System, K9 Kennel,and customer provided radio, computer, and camera system into a 2020 Ford Utility.	1	3,000.00	3,000.00

Quotes are subject to change and are Valid for 30 Days

Subtotal	$19,229.48
Sales Tax (9.5%)	$1,494.97
Total	$20,724.45

Signature _____

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

ATTACHMENT NO. 3

4RE/VISTA Price Quote

CUSTOMER: West Covina Police Department

ISSUED: 12/9/2019 3:24 PM

EXPIRATION: 3/31/2020 5:00 AM

,
,,
,,,

TOTAL PROJECT ESTIMATED AT: $44,685.00

ATTENTION: Gilbert Amis

SALES CONTACT: Leah Kipp

PHONE: 626-939-8500

DIRECT: (214) 785-2615

E-MAIL:

E-MAIL: leah.kipp@motorolasolutions.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	8.00	$150.00	$0.00	$1,200.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-SSD-64G	4RE Standard DVR Camera System with integrated 64GB Solid State hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	8.00	$4,795.00	$0.00	$38,360.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	8.00	$200.00	$0.00	$1,600.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	8.00	$200.00	$0.00	$1,600.00

Microphone Options

Part Number	Detail	Qty	Direct	Discount	Total Price
MIC-WRL-TRN-400	Hi-Fi Microphone Additional/Replacment Wireless Transmitter.	5.00	$345.00	$0.00	$1,725.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	8.00	$0.00	$0.00	$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$200.00	$0.00	$200.00

$44,685.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

4RE/VISTA Price Quote

Total Estimated Tax, may vary from State to State	**$0.00**
Configuration Discounts	**$0.00**
Additional Quote Discount	**$0.00**
Total Amount	**$44,685.00**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

24 of September 2019

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA wearable camera system. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.

- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68 degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
    - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
    - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event

EVIDENCE LIBRARY 4 EVIDENCE MANAGEMENT SOFTWARE

- Evidence Library 4 Web (EL4) utilizes Microsoft SQL Server databases, and can be hosted on premise on agency servers, or deployed as a hybrid solution.
    - WatchGuard engineers designed this software from the ground up to have all of the functionality, features, and the customization options necessary to ensure that law enforcement agencies have a tool they can use to protect, search, copy, share and create reports for their video evidence.
    - Using the building blocks of Microsoft Windows Server, Microsoft SQL Server and Active Directory provide for seamless integration into your existing infrastructure.

Respectfully submitted,



Troy Montgomery
Vice President of Sales
WatchGuard Video

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THIRD AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES

RECOMMENDATION:

It is recommended that the City Council approve the Third Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2020 through March 2, 2021.

BACKGROUND:

This matter was continued from the February 18, 2020, City Council meeting. The agenda report from February 18, 2020 is attached (Attachment No. 1).

DISCUSSION:

This report is intended to provide clarification and respond to concerns raised at the February 18, 2020 meeting.

Dial-A-Ride (DAR)

The agreement states that the contractor will provide 5 vehicles for the DAR service with one considered be a spare. The agreement also states that the contractor will make good-faith efforts to increase efficiencies of service. MV Transportation (MVT) does provide 5 vehicles for the DAR program, but frequently deploys 3, based on demand. A fourth vehicle is rolled-out, if demand warrants. Often times, this fourth vehicle is driven by a road supervisor, rather than calling in a driver for a full day, which would result in increased costs passed on to the City.

In regard to using DAR vehicles for transporting students, MVT advised that drivers would need to go through a process for certification and may be something to consider for incorporating into next Request for Proposals. In researching the possibility, some challenges were noted. An article in the January 24, 2016, edition of the Pasadena Star-News entitled, "Students Use of City's Dial-A-Ride Leaving Seniors Stranded" detailed the experience of the City of Arcadia. Seniors were unable to secure rides due to the great number of students with standing reservations. A consulting firm hired by the City to assess its transit services ultimately recommended returning the DAR to seniors and disabled. Some fixed routes were modified to better serve students.

Cost of Service

Pricing in the agreement and in subsequent amendments is based on contracted operating hours and hourly rates for each of the services, reflecting the total cost burden. Because the renewal of the agreement occurs between fiscal years, past practice has been to amend the budget to account for the increased obligation and full cost burden of the agreement. The City is only invoiced for actual usage. Unexpended funds are returned to the fund balance and

reprogrammed for other eligible activities.

The proposal from MVT for the second annual optional extension of the agreement resulted in a total increase of $35,476. The February 18, 2020 agenda report included an amendment to the FY 2019-2020 budget for $11,825 for the pro-rated portion of the increased cost. Less than anticipated participation, particularly in the DAR service, has resulted in less than planned expenditures. As a result, the portion of the increase planned in FY 2019-2020 can be absorbed by the existing budget. The FY 2020-2021 can be included in the City's proposed budget.

In regard to a status quo budget, service impact and flexibility would be driven by participation. For example, if the services were at full capacity for operating hours, based on pro-ration, status quo would result in a reduction of 345 hours and 245 hours of service in the shuttle and DAR programs, respectively. Because DAR participation is less than planned, the increase in hourly rates may be sustained by status quo budget, if participation remains lower than planned or declines, though contrary to the goal of increasing ridership.

Ridership

Nationally, public transit ridership has been in decline. The same phenomena is occurring in West Covina. In a January 2018 report prepared for the Southern California Association of Government by the UCLA Institute of Transportation Studies, "Falling Transit Ridership: California and Southern California, contributing factors were considered. While the increased use of services such as Uber and Lyft are cited as factors, the report points to surging vehicle ownership as largely responsible for the decline in transit use. Additionally, the report states the increase in "vehicle ownership has occurred disproportionately among populations that are more likely to take transit." An improved economy and lower gas prices are also factors.

Marketing

Staff will work with MVT to increase ridership through promotion of the service. The agreement states that the City shall be responsible for public relations. The transit services are promoted in each issue of the Discover West Covina, as well as a dedicated page on the City website. Staff will improve marketing efforts to increase ridership, through the City's social media channels, PowerPoint rotation at City Council meetings. Another idea to raise awareness of public transit, is the presentation of a proclamation to commemorate a day, for example, the annual "National Dump the Pump Day," which is sponsored by the American Public Transportation Association. The purpose is to encourage people to park cars for the day and ride public transportation. Consideration may be given to offering free shuttle and DAR rides for the day or week in conjunction with the day.

The agreement also states that the contractor shall participate in the City's special events, as requested by the City. MVT is very much willing to have a presence at events to promote the transit service. Staff has requested that MVT attend the upcoming Arbor Day/Earth Day event, as well as the Summer Concert Series.

Outreach, especially to the senior population will be important for increasing ridership, MVT conducted an outreach and informational event this past Wednesday, February 26 at Senior Center. Staff will work with MVT to identify other opportunities, such as school districts, for outreach to different populations, such as the youth.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Approve an extension of the contract with no budget increase and direct staff to work with MVT Transit to reduce its operating hours to stay within status quo cost;
3. Direct staff to conduct a Request for Proposals (RFP). This is not recommended as the current service is excellent and it would be expected that rates would be much greater than the proposed increase; or
4. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact

FISCAL IMPACT:

The proposed rates result in a total cumulative increase of $35,476 from March 3, 2020 through March 2, 2021. Transit services are funded from the Public Services Transportation Operating Budget (Proposition C and Measure R). The fixed route budget is included in Account Nos. 122.61.5142.6120, 122.61.5148.6120, and 224.61.5142.6120 and dial-a-ride services in Account Nos. 122.61.5143.6120 and 224.61.5142.6120. The balance of the current budget is sufficient to absorb increased costs for the remainder of Fiscal Year 2019-2020. The increases occurring in Fiscal Year 2020-2021 remainder of the agreement term will be incorporated into the budget, accordingly. There is no impact to the General Fund.

Attachments

Attachment No. 1 - Agenda Report February 18 2020

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness
Enhance City Programs and Activities

ATTACHMENT NO. 1

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THIRD AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the Third Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2020 through March 2, 2021 (Attachment No. 1);
2. Approve the following Resolution:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, – RESOLUTION NO. 2020-10 ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (MV Transportation)

BACKGROUND:

On December 17, 2013, the City Council approved a five-year agreement along with a provision for two one-year extensions with MV Transportation, Inc. (MVT) to provide fixed route and dial-a-ride transit services that began on March 3, 2014. (Attachment No. 2). The total cost of the agreement was $4,953,125.

MVT has staffed and managed the City of West Covina's Fixed Route Shuttle (Shuttle) and Dial-A-Ride (DAR) services with oversight by the Public Services Department. The Shuttle service consists of three alignments (Red, Blue, and Green) that operate Monday-Friday from 6:30 a.m. to 7:00 p.m. The estimated annual hours of operation for the Shuttle service are 11,650. The DAR operates Monday-Friday from 8:00 a.m. to 5:30 p.m., and Sunday from 8:00 a.m. to 2:30 p.m. The estimated annual hours of operation for the DAR service are 7,600. The annual ridership for both services during fiscal year 2018-2019 is summarized by month in the table below.

FY 2018-2019 Annual Ridership by Month

Shuttle	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Red	624	799	643	751	630	571	657	647	736	901	1,098	851	8,908
Blue	303	555	583	681	500	444	433	392	544	492	562	435	5,924
Green	1,501	2,051	2,122	2,705	2,255	1,754	1,800	2,104	2,425	2,755	2,886	2,070	26,428
Total	**2,428**	**3,405**	**3,348**	**4,137**	**3,385**	**2,769**	**2,890**	**3,143**	**3,705**	**4,148**	**4,546**	**3,356**	**41,260**
DAR	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
Weekday	1,160	1,161	988	1,095	920	901	1,074	956	1,075	1,084	1,216	934	12,564
Sunday	69	64	69	55	56	60	61	68	110	92	74	111	889
Total	**1,229**	**1,225**	**1,057**	**1,150**	**976**	**961**	**1,135**	**1,024**	**1,185**	**1,176**	**1,290**	**1,045**	**13,453**

In August 2017, MVT contacted the City to express its concern regarding the impact of the increased minimum wage on the cost of servicedelivery. At the start of the agreement in March 2013, the minimum wage was $8.00 per hour. SB-3 of 2016, signed by the Governor of California on April 4, 2016, amended the state labor code to include provisions for planned statewide minimum wage increases. Effective January 1, 2017, the minimum wage increased to $10.50 per hour. It increased to $11 on January 1, 2018 and has continued to increase by an additional $1 each year, through January 1, 2021. Related benefits also impact costs.

To address the rising minimum wage issue, MVT submitted a proposal to increase the rates of its revenue (operating) hours for the fixed route and dial-a-ride service. September 1, 2017 through March 2, 2019.

On November 7, 2017, the City Council approved the First Amendment to the Agreement with MVT, incorporating the increased rates into the Agreement, effective September 1, 2017. (Attachment No. 3).

On March 5, 2019, the City Council approved the Second Amendment to the Agreement with MVT (Attachment No. 4). This Amendment exercised the first optional one-year extension of the Agreement, extending the term through March 2, 2020. The Amendment also increased the hourly rates from $59.24 to $62.51 and $51.01 to 52.34 for the Fixed Route and Dial-A-Ride, respectively, as proposed by MVT.

DISCUSSION:

On January 22, 2020, the City received MVT's proposal for the second optional one-year extension of the Agreement. The Agreement term would be extended from March 3, 2020 through March 2, 2021. The hourly rates are proposed to increase from $62.51 to $64.42 and $52.34 to $54.08 for the Fixed Route and Dial-A-Ride, respectively. The proposed rates result in a $35,476 increase, approximately 3.15%, from the prior year. The Third Amendment (Attachment No. 1) incorporates this proposal.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Approve an extension of the contract with no rate increase and direct staff to work with MVT Transit to reduce its operating hours to stay within status quo cost;
3. Direct staff to conduct a Request for Proposals (RFP). This is not recommended as the current service is excellent and it would be expected that rates would be much greater than the proposed increase; or

4. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact

FISCAL IMPACT:

The proposed rates result in a total cumulative increase of $35,476 from March 3, 2020 through March 2, 2021. Transit services are funded from the Public Services Transportation Operating Budget (Proposition C and Measure R). The fixed route budget is included in Account Nos. 122.61.5142.6120, 122.61.5148.6120, and 224.61.5142.6120 and dial-a-ride services in Account Nos. 122.61.5143.6120 and 224.61.5142.6120. A Budget Amendment is needed for increased costs for the remainder of Fiscal Year 2019-2020 (Attachment No. 1). The increases occurring in Fiscal Year 2020-2021 remainder of the agreement term will be incorporated into the budget, accordingly. There is no impact to the General Fund.

Attachments

Attachment No. 1 - Third Amendment to MVT Agreement

Attachment No. 2 - MVT Agreement

Attachment No. 3 - First Amendment to MVT Agreement

Attachment No. 4 - Second Amendment to MVT Agreement

Attachment No. 5 - Budget Amendment Resolution and Exhibit

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Programs and Activities

ATTACHMENT NO. 1

THIRD AMENDMENT TO CITY OF WEST COVINA TRANSPORTATION SERVICES AGREEMENT WITH MV Transportation, Inc.

This Second Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of March 3, 2020. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

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

WHEREAS, On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and

WHEREAS, On November 7, 2017, City and Contractor agreed to the First Amendment to the Agreement which modified hourly service rates of the agreement in light of State-imposed increases to the minimum wage; and

WHEREAS, The City and Contractor agreed to the Second Amendment to the Agreement to exercise the first option to extend the Original Agreement for a one-year period, through March 2, 2020; and

WHEREAS, The City and Contractor wish to exercise the second option to extend the Original Agreement for a one-year period, through March 2, 2021;

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

1. To extend the Original Agreement for a one-year extension period, commencing March 3, 2020, and terminating March 2, 2021.

2. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee - Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) then increased with the First Amendment to the Agreement, effective September 1, 2017 through March 2, 2019, then increased with the Second Amendment to the Agreement, effective March 3, 2019 through March 2, 2020, is amended to reflect new rates effective March 3, 2020 through March 2, 2021, as shown below:

March 2020-2021

Fixed Route	$750,493 (Hourly Rate of $64.42)
Dial-A-Ride	$411,008 (Hourly Rate of $54.08)
Total	$1,161,501

3. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013 shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to become effective March 3, 2020.

"CITY"
CITY OF WEST COVINA,

_____ Date: _____
Tony Wu, Mayor

"CONTRACTOR"
MV Transportation, Inc.

_____ Date: _____
Gary Richardson, Chief Financial Officer

ATTEST:

_____
Lisa Sherrick, Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte, City Attorney

TRANSPORTATION AGREEMENT FOR THE PROVISION OF FIXED ROUTE SHUTTLE SERVICES AND DIAL-A-RIDE SERVICES FOR THE CITY OF WEST COVINA

THIS AGREEMENT is entered into this 18th day of December 2013, by and between the City of West Covina, hereinafter referred to as the "City", and, MV Transportation, Inc., hereinafter referred to as the "Contractor" or "Operator".

WITNESSETH:

WHEREAS, the City has determined that it requires management, operation and maintenance services for the fixed route shuttle service and dial-a-ride service to provide transportation services to the general population; and

WHEREAS, City has circulated a Request for Proposals for Transit Operations Contract City of West Covina Purchasing Specifications 0413-A, dated April 18, 2013, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Contractor has submitted its proposal entitled Proposal To City of West Covina For Transit Operations Contract Purchasing Spec. 0413-A, dated May 23, 2013, attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, Contractor has submitted its offer of additional and/or alternate terms entitled Best and Final Offer – Transit Operations Contract RFP Number: 0413-A, dated August 6, 2013, attached hereto as Exhibit "C", and incorporated herein by reference; and

WHEREAS, the Contractor has represented that it has the necessary expertise, personnel and qualifications to provide the requested service; and

WHEREAS, City Council approved the execution of this Agreement at a regularly scheduled City Council Meeting on December 17th, 2013, with an effective date of March 3rd, 2014; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1
COMPLETE AGREEMENT, PRECEDENCE OF DOCUMENTS

This Agreement and the attached forms and documents referred to herein and incorporated herein by reference, and the Request for Proposal (Exhibit "A"), Proposal (Exhibit "B"), submitted by the Contractor dated May 23, 2013, and Best and Final Offer (Exhibit "C"), submitted by the Contractor dated August 6, 2013 constitute the complete and exclusive Agreement between the City and the Contractor (Contract Documents) and supersede all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this

Agreement shall not affect the validity of other provisions. The City's failure to insist in any instance upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor. Except as otherwise allowed hereunder, any amendment shall be in writing and signed by both parties.

Any conflict, omission or difference in the Contract Documents shall be subject to the following order of precedence of Contract Documents:

1. This Agreement
2. Best and Final Offer (Exhibit "C")
3. Request for Proposals (Exhibit "A"), hereinafter the "RFP"
4. Proposal (Exhibit "B")

ARTICLE 2
AUTHORIZATION TO ACT

The West Covina City Manager or his/her designee shall have the authority to act for and exercise any of the rights of the City as set forth in this Agreement upon the authorization therefore by the West Covina City Council.

ARTICLE 3
INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. The personnel performing services under this Agreement shall be deemed, for all purposes, to be the Contractor's employees and not agents or employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees for services and goods rendered by said employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to worker's compensation benefits.

ARTICLE 4
TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2019, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

ARTICLE 5
STATEMENT OF SERVICES

A. GENERAL

The Contractor shall provide all management and operational functions necessary for the success of the fixed-route West Covina Shuttle and the demand-response Dial-a-Ride services (hereinafter the "Service" or "Services"). The Contractor shall provide the Services in the manner and to those areas identified on Exhibit "A" attached hereto and incorporated herein by this reference.

In addition to those Services specific to the fixed route or dial-a-ride services, the Contractor shall:

1. Order new vehicles (as described below) to provide the Services within twenty-four (24) hours of full execution of this Agreement. Contractor will warrant that these vehicles will be available for use by March 3, 2014.

2. Contractor shall, at Contractor's expense, cause all new vehicles to have appropriate branding and markings placed thereon to designate the vehicles as part of the City's transit service. City must approve the form and content of the brandings and markings prior to application. In the event that City makes modifications to its branding and required marking that require re-performance of these items, City will reimburse Contractor for actual and reasonable costs.

3. Make good-faith efforts to retain personnel employed by the existing provider of the Services, including extending offers of employment.

4. Conduct town hall meetings on an agreed schedule at reasonable frequency to educate the public, particularly senior citizens and dial-a-ride patrons on the Services.

5. Make good-faith efforts to increase efficiencies in Service, using the existing data as a baseline to work therefrom. City will provide data to Contractor after the execution of this Agreement.

6. Provide City staff with training on Passenger Complaint Tracking Software system utilized by Contractor.

7. Provide one full-time (1) project manager and two (2) full-time road supervisors dedicated to the Services under this Agreement.

8. Guarantee that Genevieve Madrid, Project Manager, and Wayne Poole, Dispatcher, will exclusively service the City's transit operations during the life of this Agreement. Neither of these individuals may be assigned to any other client of Contractor during the Term of this Agreement without the City's prior approval. Any change in the capacity or scope of services provided by Ms. Madrid or Mr. Poole must be approved by the City in writing.

Notwithstanding the foregoing, if the employment of either of these individuals is terminated for any reason, Contractor shall replace said individuals with persons of equal skill and experience to carry on the duties of the departed employee. Said replacement employees shall be subject to City approval prior to, and at anytime thereafter, assignment to the replacement position(s).

9. Provide City staff training on Contractor's complaint tracking software, as well as provide City staff ongoing access to the system to monitor complaints logged therein.

B. FIXED ROUTE SHUTTLE

The fixed route shuttle system will provide residents of West Covina with an improved service for travel within the City for shopping, business, recreational purposes, as well as large employment providers. The fixed route shuttle system's estimated annual revenue hours is 11,650 with over 108,000 passengers served. Locations within the City include: the Citrus Valley Hospital-Queen of the Valley Campus, Eastland Shopping Center, Civic Center, Cortez Park/Senior Center, the Heights Shopping Center, etc.

Specific requirements are as follows:

SHUTTLE

Hours of Service - The fixed route (**Red and Blue Line**) shuttle is approximately 17.0 service miles and will provide one (1) vehicles per line. The service will operate every thirty (30) minutes from 6:30 a.m. until 4:00 p.m. and will continue (1) vehicle per line every hour (60) minutes from 4:00 p.m. until 7:00 p.m. in a bi-directional loop (Red and Blue Line). The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Hours of Service – The fixed route (**Green Line**) shuttle is approximately 10.0 service miles and will operate two vehicles every thirty (30) minutes during the AM and PM Peak Hours and every 60 minutes during non-peak hours as shown on the attached schedules. The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

1. Collection of Fares - All fare(s) will be charged to each rider and the operator will be responsible for collecting all cash fares. All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.

    (a) The total fare amount collected by the Contractor shall be listed and deducted from the monthly billing statement to the City.
    (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification by the City.

2. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate Charged by the operator.

3. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all time in all vehicles at a level approved by the City.

4. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

5. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, QRT wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.

6. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicle.

7. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.

8. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, $50.00 per incident; if it exceeds 15 minutes $100.00 per incident shall be applied, and

$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

9. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.

10. Vehicles – The operator will be required to provide four (4) thirty-two foot (32') Starcraft Allstar F550 buses, or vehicles of equivalent or greater value and quality, for the daily shuttle operation. Additionally, City to provide two (2) City owned alternative fuel buses as spares. In the event that the Contractor does not wish to utilize the City owned buses, they must provide one (1) spare to be available when a regular vehicle is taken out of service. Vehicles are required to be ADA compliant, with a minimum seating capacity of 24 plus two (2) wheelchairs QRT tie-down system and ramp including lift. Seating configuration subject to joint approval of Contractor and the City. Vehicles should have two (2) position bike racks at the vehicle front; front and side roller head signs; passenger stop strips with pull cord functionality; overhead storage; display City logo and be equipped with two-way radios and/or cellular phone. Each vehicle will be equipped with the DriveCam video monitoring system.

11. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.

12. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture.

C. DIAL-A-RIDE SERVICE

Specific requirements are as follows:

1. Provide daily transportation to City residents - The operator will be expected to provide five (5) Starcraft Allstar twenty-five foot (25') buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor

provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat 16 ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system. The dial-a-ride service area encompasses the City of West Covina, and three (3) miles beyond service area for medical appointments only. Persons will be encouraged to call for service a day in advance. All trips must be requested individually which means that no standing orders should be scheduled on service.

The dial-a-ride system's estimated annual revenue hours is 7,600 with over 24,000 passenger trips.

2. Eligible users – Dial-a-ride service is primarily intended to serve the City's elderly and disabled population.

3. Hours of Service – Dial-a-ride service shall be restricted to the following hours:

Monday-Friday:	8:00 a.m. -- 5:30 p.m.
Saturday:	No Service
Sunday:	8:00 a.m.-- 2:30 p.m. (West Covina Only)

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

4. Amount of Service to be Provided - Approximately 24,000 trips will be provided over a one-year period.

5. Collection of Fares - Fare(s) will be charged to each rider, excluding children and escorts, and the operator will be responsible for collecting all cash fares.

   (a) The total fare amount collected by the Contractor shall be deducted from the monthly billing statement to the City.
   (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification to Contractor.

6. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate charged by the Operator.

7. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all times in all vehicles at a level approved by the City.

8. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

9. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.

10. Fare Boxes – All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.

11. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicles.

12. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed a minimum of daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.

13. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, $50.00 per incident; if it exceeds 15 minutes $100.00 per incident shall be applied, and $2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

14. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and a "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.

15. Vehicles - The operator will be expected to provide five (5) twenty-five foot (25') Starcraft Allstar buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat sixteen (16) ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system.

16. Dispatch System. Contractor shall employ an automated dispatching system at least equal in performance to the Trapeze Windows PASS system. The system shall be capable of supporting subscription services, day-ahead reservations, and real time reservations.

17. Dial-a-ride applications – The Contractor shall establish a regular schedule to pick-up dial-a-ride applications received at the City office at least on a weekly basis and processed within (3) business days.

18. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.

19. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture. The Contractor shall participate in and comply with the DMV Pull Notice Program. The Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

D. INSPECTION

1. The City reserves the right to inspect, examine and test, or cause such inspection, examination or testing of any dedicated vehicle and/or its equipment at any time to assure the compliance with all applicable laws and this Agreement. The Contractor shall transport any vehicle providing Services under this Agreement to a City-designated inspection facility at the Contractor's expense upon the City's request. Each vehicle, at minimum, must be inspected annually by the CHP (California Highway Patrol) and/or by any other agency at the frequencies required by State law.

   The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

2. Upon request by the City or any regulatory agency, the Contractor shall immediately remove from service, and replace or repair any equipment or vehicle, which is deemed inadequate or defective as a result of mechanical failure or non-compliance of the Vehicle Specifications.

E. VEHICLE LEASE

This agreement does not provide for the lease of vehicles by City from Contractor. Contractor shall be solely responsible for procuring by purchase, lease, rental or other means, sufficient vehicles to perform the provisions of this Agreement. City shall provide two (2) City owned alternative fuel buses as back-ups for fixed route services.

F. SERVICE ADJUSTMENTS

The City reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours. In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the parties agree to meet promptly to negotiate a revised unit cost per revenue hour with the Contractor.

G. OFFICES

The Contractor shall provide an office open to the public at least five days per week, four hours per day between the hours of 9 am and 6 pm. This office may be located at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Hall. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, and not the offices described in this section.

H. DOCUMENTS PROVIDED BY THE CONTRACTOR

The Contractor shall provide the City with the following documents throughout the term of this Agreement:

1. Written vehicle inspection check lists in the form set out by the City;
2. Wheelchair lift certificates;
3. Driver and dispatcher training manuals, as requested;
4. Certificates of insurance as required by Article 7;
5. Monthly performance reports as required by the City;
6. Unusual occurrence and all accident and injury reports, which shall be submitted within twenty-four (24) hours of the occurrence, including but not limited to, any "unsatisfactory" rating in a California Highway Patrol inspection program;
7. All data reports/information required by the RFP; and
8. Any additional information as may be required by other government agencies.

I. PERSONNEL

1. Contractor's Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established

by the City. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

Contractor shall include resumes and references of personnel assigned to West Covina program who will play critical roles in the provision of service. A responsible (Program Manager) senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The Project Manager and Route Supervisor shall not regularly perform the duties as a driver or back up driver at any time during this contract. The Project Manager and Route Supervisor may on occasion help fill in where needed on unexpected emergency events such as illnesses or absences until a cover driver has arrived to assume the duties of the regularly scheduled driver which should not exceed 3 hours. In addition, when such an emergency occurs, the City shall be immediately notified and informed of when the cover driver is expected to arrive and also when he or she has arrived and the Project Manager and Route Supervisor have returned to their regular duties.

2. Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. The Contractor shall require all vehicle operators providing services under this Agreement to provide consent for, and submit to, Live Scan fingerprinting. The City will conduct Live Scan fingerprinting at the City of West Covina Police Department, and bear all costs associated with this requirement. The City shall have the authority to deny an operator from providing services under this Agreement based on the results of said Live Scan report(s).

Vehicle operators shall pass a thorough background investigation, which shall verify the operators' qualifications, including proof they possess at least a valid California Class 11 or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, and CPR Certification, as well as, any other licenses required by applicable federal, state and local regulations. All vehicle operators must meet the minimum standards listed below:

a. Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.

b. Not be addicted to the use of alcohol or controlled substances.

c. Not be subject to outstanding warrants for arrest.

d. Able to read, write and speak English. Bilingual skills in Spanish or other languages are highly desirable.

e. Thorough knowledge of the service area street network.

f. Sensitive to passengers' needs, including assisting passengers, upon their request.

g. Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of West Covina, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securing all systems, as well as, other equipment, which they may be expected to use in the dial-a-ride and/or fixed-route services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear nametags with an identification number dedicated to that sole driver, clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag and id number.

The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

The Contractor shall have capable and courteous personnel who are responsible for taking dial-a-ride requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) or other languages dispatchers are highly desirable.

3. Maintenance Staff

The Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment to provide services at the level agreed to herein.

The Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. The Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

J. GENERAL VEHICLE EQUIPMENT

The Contractor shall provide the appropriate number of vehicles with the available capacity to meet the needs of the City. All vehicles must satisfy ADA requirements. If Contractor wishes to provide different vehicles, they shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City.

All vehicles, and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

Preventive maintenance inspections must be performed in accordance with manufacturer recommendations but shall not exceed every three thousand (3,000) miles for an "A" inspection. A "B" inspection shall be performed at every six thousand (6,000) miles and a "C" inspection shall be performed every eighteen thousand (18,000) miles and a "D" inspection at every thirty-six thousand (36,000) miles. The Contractor shall be responsible for correcting all deficiencies found during these inspections.

Preventive maintenance inspections and servicing shall occur not less than every three thousand (3,000) miles. The Contractor shall specify the preventive maintenance program for all vehicles used in this service.

A mechanic/certified driver must inspect each vehicle after it completes its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems, wheelchair lifts and exit doors are in proper operating condition.

Prior to beginning operations, the Contractor will be required to provide painting and current City of West Covina logo and design for each vehicle utilized in the fleet. The City of West Covina will provide the paint color-scheme and logo design for each of the services.

K. VEHICLE FACILITIES

1. The Contractor, with the cooperation of the City, shall provide and maintain appropriate vehicle storage facilities at an appropriate facility(ies) provided by the Contractor. The facility(ies) shall be located within reasonable proximity of the City's yard, specifically at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Yard. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, Contractor may use facility outside of the City limits only if travel time is not included in billable service hours. The Contractor shall indicate what actions will be taken to perform services in those site(s) prior to the start of service.

   Contractor will have access to the City Yard at 825 South Sunset Avenue to wash vehicles and fuel vehicles. Contractor shall be responsible for the conduct of all Contractor employees while those employees are present in the City Yard.

2. At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

3. Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall **not**:

   a. Install mismatched tires;

   b. Perform partial brake relines without determining the cause of abnormal or premature wear;

   c. Allow tires to wear more than 3/32 tread depth;

   d. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction;

e. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections; and

f. Allow any reported wear item to go unrepaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

4. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

5. The Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.

6. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time, from the moment a trouble call is received until a substitute vehicle arrives will be established by the City.

7. The Contractor shall obtain and maintain a two-way radio communications system, or cellular phone with adequate and demonstrated cellular reception coverage in the service areas subject to this Agreement, for both the fixed-route and dial-a-ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice.. Operators shall utilize a hands free system while operating vehicle. The radio or cellular communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle, as well as, each administrative vehicle shall have the communication system operational.

9. The Contractor shall ensure that the requirements and procedures for towing buses are followed and the proper towing equipment is used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor. The Contractor shall notify the City of all accidents, both by telephone (within four hours) and in writing (by the close of the next business day).

L. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures

The Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. The Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. The Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. The Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances

The Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the

supervisor shall notify the City of West Covina's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents

The Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

M. SPECIAL SERVICES

Special services, beyond those set forth in Contract Documents, will be provided by Contractor upon request by City's authorized employees as follows:

1. When additional services fall entirely within normal service hours and City directs that normal operating personnel should be used to provide the additional service, such as part of the regular cost defined in Exhibit "B" and are not considered "extra services" City recognizes that an equivalent lower level of service will be provided in normal operations during the period of such additional services.

2. The Contractor from time to time will be required to provide special event-related services. Special event service may vary from year to year and shall be billed at no more than the fixed-route revenue hour rate.

ARTICLE 6
INDEMNITY

The Contractor does hereby indemnify and hold the City and the Los Angeles County Metropolitan Transportation Authority (herein referred to as "LACMTA"), their appointed and elected officials, agents and employees free and harmless from any and all actions, suits, claims, damages to persons or property, loses, costs, penalties, obligations, errors, negligence, omissions or liabilities including but not limited to attorney's fees (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the activities of the Contractor or its officers, agents, or employees in connection with this Agreement (including use or servicing of vehicles) or arising from the Contractor's acts, negligence or omissions hereunder or its failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

1. The Contractor shall defend any action or actions filed in connection with any of the said claims or liabilities and shall pay all reasonable costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. The Contractor shall promptly pay any final judgment rendered against the City and the LACMTA, its officers, agents or employees for any such claims or liabilities arising directly out of or in connection with the activities of the Contractor hereunder; and

3. The Indemnity set forth in this Article 6 shall not apply in the case of claims arising from acts of third parties or the City.

The provisions of Article 7 of this Agreement shall not be deemed to satisfy the indemnity obligations of the Contractor pursuant to this Article 6.

ARTICLE 7 - INSURANCE
LIABILITY INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain, and shall require all of its Subcontractors maintain, during the life of this Agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus liens carrier listed in the State of California Department of Insurance "Leslie List". Said carrier(s) shall have a Best's rating of no less than "A-".

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerks office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

A. Worker's Compensation Insurance

1. The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than $1,000,000 per incident. Such insurance shall comply with all applicable state laws.
2. Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy is not acceptable.
3. An endorsement stating the City shall receive at least thirty (30) days notice prior to cancellation or non-renewal of coverage.
4. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible

for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

5. City shall not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.
6. The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

B. **Liability Insurance**

1. Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum shall be as follows:

   - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) $5,000,000 Combined Single Limit.

2. Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

   - Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence) $5,000,000 Combined Single Limit.

3. Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the City and LACMTA, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City, (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the

City for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the Contractor

4. Deductibles and Self-insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Contractor shall declare the deductible chosen and state as part of its Proposal. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents, and Contractor's; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

C. **Certificates of Insurance**

1. Contractor shall furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

2. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3. Separate endorsements are required, naming the City and the LACMTA as additional insureds, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.

4. Contractor shall maintain all insurance policies for the life of the Agreement, including all subsequent renewals. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.

5. All insurance required by this Agreement shall be maintained by Contractor in full force and effect for the entire term of this Agreement. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement.

6. Original insurance certificates and endorsements are to be delivered to:

Mr. Scott Smilowitz
Community Services Manager
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

ARTICLE 8
LICENSES, FEES, TAXES AND PERMITS

The Contractor shall have the sole obligation to pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property or other taxes on any real or personal property, owned, leased or used by it in providing the Services hereunder, plus any applicable penalties and interest imposed upon the Contractor by any agency as a result of the operation of the Services pursuant to this Agreement. Contractor shall maintain a current business license with the City during the term of this Agreement and any subsequent renewals.

ARTICLE 9
COMPENSATION TO THE CONTRACTOR

The City shall be responsible for and shall pay to the Contractor for the Services the amounts due pursuant to the Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall only bill for from first pick-up to last drop-off. No "dead-head" (transportation of an employee who is not operating the vehicle to a location along the path of the vehicle's route, including some deviation, for the employee's or employer's benefit) time shall be billed to City. Individual invoices shall be sent in triplicate to the City within ten (10) days after the end of each month. Billings not received within such time period are subject to a late billing penalty of 2% at the sole discretion of the City.

The City shall pay the Contractor monthly after the service has been provided and within a reasonable time after receipt of the invoice, consistent with the City's normal accounts payable practices and procedures. At City's sole discretion, City may elect to exercise the "progress payments" option offered to City by Contractor as defined by the Proposal. City may, but is not required to, exercise the "progress payments" option immediately upon commencement of Services, and may elect to exercise the option at any time during this Agreement and/or subsequent renewals. Should City elect to use the "progress payments" compensation model, City may cease utilizing the option and re-commence the program at any time after the completion of the preceding billing cycle.

All operating revenues collected by Contractor in connection with the services rendered under this Agreement are the property of City. Operating revenues include all fares, sales of tickets and passes, advertising sales, and rental of equipment. Operating revenues shall be collected and accounted for by Contractor, and shall be deducted from the monthly invoices.

ARTICLE 10
PERFORMANCE STANDARDS, LIQUIDATED DAMAGES AND PENALTIES

A. Operating Performance Standards

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public.

The City will set performance standards for its services. The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance.

Should deficiencies persist, the City may assess liquidated damages or penalties. Sums owed to the City as liquidated damages or otherwise may be paid directly to the City or at the sole option of the City, deducted from payments otherwise due to the Contractor.

The City Manager, or his/her designee, shall maintain the right to assess liquidated damages or penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages or penalties against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. The Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages or penalties on the following basis:

1. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 7-day period shall result in the Contractor paying a penalty $100 per substantiated complaint.

2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an *unsatisfactory* rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a

result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a $500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.

3. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, $500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed $500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.

4. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.

5. In the event the Contractor fails to commence service on March 3, 2014, (or a later date with approval of City) or if Contractor fails to provide service for any substantial part of any day, the Contractor shall pay the City liquidated damages of $1,000 for each service day.

DIAL-A-RIDE PENALTIES:

1. If the wait time of any dial-a-ride trip has been verified to exceed 60 minutes, the liquidated damages shall be $60.00 per incident plus $1.00 for every minute thereafter; and $120.00 for the first 120 minutes for dial-a-ride plus $1 for every minute thereafter.

2. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be $50.00 per incident; if it exceeds 45 minutes, the liquidated damages shall be $75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be $100 per incident.

3. If a trip request has been verified to be lost by dispatch, and no vehicle was dispatched, the liquidated damages shall be $100.00 per incident.

FIXED-ROUTE PENALTIES:

1. If the successful performance rate of the total wheelchair lift boardings falls below 90%, the liquidated damages shall be $100 per month. The percentage shall be calculated based on monthly actual usage of the lifts by passengers, and regular inspections by City staff;

2. Adherence to Schedule: The following liquidated damages shall be imposed if, within any 30-day period, any of the following incidents occur after the occurrence of two substantiated incidents during the same thirty day period;

   (1) If a trip on the fixed-route system departs in advance of the scheduled departure time at any designated time point, the liquidated damages shall be $100 for every 10 minute increments; and

   (2) If a trip on the fixed-route system is delayed for more than 10 minutes following the time set forth for departure at any designated time point, the liquidated damages shall be $100 per 10 minute increments. Exceptions will be granted if the trip had more than two wheelchair boardings or deboardings. If a trip on the fixed-route system is not provided, the liquidated damages shall be $500 per occurrence.

The Contractor must have sufficient telephone lines to handle the additional calls from West Covina residents. The Contractor shall provide a Customer Service telephone line which shall be a local (non-toll free) call from anywhere within the City of West Covina, to provide route information and take dial-a-ride requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. The Contractor must have a facsimile machine compatible with the City's. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

B. Personnel Performance Standards

Regularly assigned drivers or a trained back-up must be available and on-time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of West Covina, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

C. Fare Collection and Accountability

The City will determine the cash fare for the fixed route and dial-a-ride service. The City reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

All fares collected by the operators must be turned in each day to the Project Manager. This revenue is to be counted, rolled and deposited each day. The Contractor will establish

reconciliation procedures to safeguard any cash, tickets and coupons collected and will ensure that they are accounted for accurately. The Contractor will provide the City with an invoice and the City shall reimburse for actual services provided on a monthly basis. Only the City may decide whether or not to allow advertising on the vehicles. If advertising is allowed, any revenue from advertising on or in the vehicles will belong to the City.

D. Program Operational Records and Responsibilities

Records and reports should be consistent with all (Section 15) NTD reporting requirements, as well as, all other reporting required by MTA. In addition, the City of West Covina may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the, sixth working day of each month, a summary report of operations and activity for each type of transit service, which will include at least:

1. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.

2. Passenger pick-up and drop-off times, and locations for the dial-a-ride service.

3. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. All passenger complaints shall be reported by phone to the City immediately upon Contractor's receipt of complaint. Contractor must respond and begin investigation of complaint immediately. City shall be informed as to the time needed for resolution of complaint. Resolution of customer complaint must be submitted to the City immediately upon completion and no later than three business days.

4. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

5. If the Contractor does not provide required data, reporting, statistics and monthly billing invoices for any or all services that is demanded by the City and the Los Angeles County Metropolitan Transportation Authority (MTA) and the Authority within five (5) business days, liquidated damages of $500.00 per day will be paid to the City or deducted from the monthly billing owed to said Contractor.

E. City Access to Records

The City, or any of its duly authorized representatives, employees, personnel or agents, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to this Agreement. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

F. Marketing/Public Outreach/Advertising

The City shall be responsible for public relations, as well as, the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

The Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

The Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events such as the City's Earth Day Celebration, Red Ribbon Rally, etc. as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

G. Operating During a Declared Emergency

Upon declaration of any emergency by the City Manager or his/her designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Community Services or his designee as part of the City's Emergency Response Plan. The City shall be obligated to compensate the Contractor for services that significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

H. Price and Satisfaction Guarantee – Contractor Service Warranty

Contractor commits that its price and service model presented in its Best and Final Offer (Exhibit "C") is valid and meets the services needs of the City of West Covina's Transit System (Fixed Route and Dial-A-Ride). Furthermore, Contractor guarantees that its price to provide transit

services to the City of West Covina will not exceed its Best and Final Offer, barring any changes in the scope of work by the City. Contractor's not to exceed prices for the five-year agreement are as follows, with the optional sixth and seventh year contained in the Best and Final Offer.

March 2014-2015
Fixed Route $623,983 (Hourly Rate of $53.56)
Dial-A-Ride $347,063 (Hourly Rate of $45.67)
Total $971,047

March 2015-2016
Fixed Route $623,776 (Hourly Rate of $53.54)
Dial-A-Ride $346,662 (Hourly Rate of $45.61)
Total $970,437

March 2016-2017
Fixed Route $635,177 (Hourly Rate of $54.52)
Dial-A-Ride $352,883 (Hourly Rate of $46.43)
Total $988,059

March 2017-2018
Fixed Route $645,220 (Hourly Rate of $55.38)
Dial-A-Ride $358,331 (Hourly Rate of $47.15)
Total $1,003,551

March 2018-2019
Fixed Route $655,908 (Hourly Rate of $56.30)
Dial-A-Ride $364,123 (Hourly Rate of $47.91)
Total $1,020,031

In addition, Contractor shall provide the following unconditional satisfaction warranty to the City:

In the event the City is dissatisfied with Contractor's service for any reason during the term of the Agreement, the City may terminate the Agreement. In the event the Agreement is so terminated, Contractor will refund to the City any and all profits made by Contractor resulting from this Agreement, during the final 12 months during the period prior to the termination.

Furthermore, Contractor commits that its price is valid, and barring any changes in the scope of work, the company commits that its price will not change from its submitted cost proposal for the period of this agreement and any extensions to this agreement.

Contractor Initials: _____

ARTICLE 11
TERMINATION OR SUSPENSION

A. The City shall have the right to (i) forthwith terminate this Agreement, (ii) withhold payment to the Contractor, (iii) provide substitute service at the Contractor's expense, or (iv) exercise any and all other remedies legally available to it in the event of:

1. The bankruptcy of the Contractor or assignment by it for the benefit of its creditors.

2. The failure or refusal of the Contractor to perform the Services in a satisfactory manner after five (5) working days written notice by the City to the Contractor.

3. The failure or refusal of the Contractor to comply with applicable federal, state and local government laws, codes, regulations or ordinances.

4. The failure to receive a "Satisfactory" rating within thirty (30) days of receipt of an "Unsatisfactory" rating of any vehicle used in connection with the Services.

5. The failure to notify the City of an "Unsatisfactory" rating of any vehicle used in connection with the Services.

6. This contract may be terminated for convenience by the City without cause, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. Should the contract be terminated for convenience, the Contractor shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the Contractor shall not be paid any anticipated profit or fees for services not provided.

7. The abandonment or discontinuance by the Contractor of the Services without the prior written consent of the City.

8. The continued violation on the part of the Contractor's agents or employees of traffic laws, ordinances, and regulations.

9. The failure to maintain the whole, or any portion, of the Contractor's vehicles and other equipment or facilities as required by this Agreement.

10. The failure of the Contractor to maintain the insurance coverage required herein by Article 7.

11. Contractor violates any other material obligations contained hereunder.

B. If cancellation is due to any of the reasons specified in subsection (A) of Article 11 of this Agreement, the City may offset damages incurred by it in accordance with Article 10.

C. In the event the City terminates this Agreement as provided in subsection (A) Article 11, the Contractor shall be entitled to receive payment for the pro rata share of the monthly Services provided as of the time of cancellation of the Contract, subject to any offset, as provided in Article 10.

D. Subject to the foregoing, including any remedy preferable to City provided in subsection (A) Article 11, during the initial term and subsequent renewals, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

E. Notwithstanding the foregoing, during the initial term and any subsequent renewal terms, pursuant to the Contractor's Satisfaction Guarantee (see Article 10, Sec. H.), City may terminate this Agreement at any time if City is dissatisfied with the Services by providing written notice to Contractor.

F. If for any reason the Services continue after the end of the last renewal term provided for in this Agreement, the parties will continue to operate under the terms of this Agreement, except that the term for Services will be a month-to-month, and may be terminated by either party with fifteen (15) days prior written notice to the other party.

E. In the event this Agreement is terminated by the City, all data prepared in providing the Services shall be made available immediately to the City at the Contractor's sole expense.

F. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of Services under this Agreement

ARTICLE 12
ASSIGNMENT AND SUBCONTRACTING

This Agreement is made in reliance on the qualifications and responsibilities of the Contractor and, therefore, the Contractor shall not assign, transfer or subcontract all or any part of its obligations or benefits under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. The Contractor acknowledges that the following non-exhaustive list of requirements prior to authorizing an assignment, transfer or subcontracting of all or any part of this Agreement by the Contractor shall not be deemed unreasonable: 1) requirement of financial compensation from Contractor to City for the administrative and associated costs of processing said assignment, transfer, or subcontract, in an amount not to exceed 3 months of billed services under this Agreement; 2) cooperation with and facilitation of all communications, meetings and document transfers, between City and proposed assignee, transferee, or subcontractor necessary for City, at City's sole discretion, to determine the desirability of said assignee, transferee, or subcontractor; and 3) ninety (90) days advance written notice of the intention to assign, transfer, or subcontract all or any part of the Services or this Agreement, commencing upon the extension of an offer by Contractor of said assignment, transfer, or subcontracting to a third party, or entertainment of an offer from a potential assignee, transferee, or subcontractor by Contractor, whichever shall first occur.

The parties acknowledge and agree that this Agreement is not intended to be an exclusive agreement for transit services for the City. The Contractor acknowledges that the City may award or enter into additional agreements with third parties, including competitors of the Contractor for transit services during the term of this Agreement.

ARTICLE 13
CHOICE OF LAWS

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 14
ASSISTANCE FROM CONTRACTOR

The Contractor shall participate with the City in the design and implementation of any changes in the Services. The Contractor shall provide suggestions respecting scheduling and routing to the City from time to time for the purpose of improving the overall Services.

The Contractor shall provide advice to the City in the marketing and promotion of the Service and shall, at the request of the City, participate in marketing activities for the Service without additional compensation.

ARTICLE 15
NOTICES

All notices pursuant to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the person to be notified or (ii) three (3) business days after the postmarked date placed by the United States Postal Service or other carrier, including any lawful successor, postage prepaid addressed as follows:

City:
West Covina: Community Services Director
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor:
Joe Escobedo, Sr. Vice President
MV Transportation, Inc.
5910 N. Central Expy, Ste. 1145
Dallas, TX 75206
With copy to: Office of the General Counsel

City's General Counsel	West Covina City Attorney City of West Covina 1444 West Garvey Avenue West Covina, CA 91790
Contractor's General Counsel:	Patricia McArdle Associate General Counsel 5910 N. Central Expy., Suite 1145 Dallas, TX 75206

ARTICLE 16
SAFETY PROGRAM

The Contractor shall provide regular and continuous formal safety instructions and training to all employees providing Services under this Agreement. Personnel assigned to the Services shall be required to attend safety meetings scheduled at a minimum of four (4) times per year. Certifications of attendance at these meetings shall be sent to the City not later than thirty (30) days after each safety meeting. Copies of training manuals and materials shall be sent to the City, for review purposes, describing the content and scope of the safety program. Certification of Completion of Training shall be sent to the City for all employees no later than ten (10) working days after training has been completed.

ARTICLE 17
PROPOSITION "A" & "C" AND MEASURE "R" FUNDING

The funding source for the Service is the City's Proposition "A" &"C" and Measure "R" funds. In the event these funds become unavailable in the amount anticipated, the City shall have the right to reduce or terminate this Agreement upon thirty (30) days written notice to the Contractor. The Contractor shall be entitled to compensation for all Services provided up to the date of termination.

ARTICLE 18
FORCE MAJEURE

The parties to this Agreement agree that neither shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, flood or other natural disasters, riots, strikes, war, civil disorder, or unavailability of fuel. A party wishing to have its obligation hereunder suspended or excused for Force Majeure shall notify the other party of the existence of Force Majeure by telephone or by fax as soon as reasonably possible after the occurrence of the cause or event constituting Force Majeure.

ARTICLE 19

[INTENTIONALLY LEFT BLANK]

ARTICLE 20
ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, including an action for declaratory relief, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled in law or equity.

ARTICLE 21
SEVERABILITY

If any term, condition or covenant of this Agreement, or the application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, other than those paragraphs held invalid or unenforceable, shall be unaffected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

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

Date: 12/17/13

CITY OF WEST COVINA

By _____
Steve Herfert, Mayor

Date: 12/18/13

MV Transportation, Inc.

By _____
Joe Escobedo, Sr. Vice President

Date: 12/19/13

MV Transportation, Inc.

By _____
W.C. Pihl, Executive Vice President

ATTEST

_____
Nickolas S. Lewis, City Clerk

APPROVED AS TO FORM

_____
Arnold Alvarez-Glasman, City Attorney

FIRST AMENDMENT TO CITY OF WEST COVINA TRANSPORTATION SERVICES AGREEMENT WITH MV Transportation, Inc.

This First Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of November 7, 2017. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

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

WHEREAS, On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and

WHEREAS, City and Contractor wish to modify hourly service rates of the current agreement in light of State-imposed increases to the minimum wage

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

1. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee - Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) is amended to reflect new rates, effective September 1, 2017 through March 2, 2019, as follows:

March 2017-2018

Fixed Route	$322,589 (Hourly Rate of $55.38 – Mar 2017-Aug 2017)
Fixed Route	$338,957 (Hourly Rate of $58.19 – Sep 2017-Mar 2018)
Dial-A-Ride	$179,170 (Hourly Rate of $47.15 – Mar 2017-Aug 2017)
Dial-A-Ride	$189,848 (Hourly Rate of $49.96 – Sep 2017-Mar 2018)
Total	$1,030,563

March 2018-2019

Fixed Route	$690,146 (Hourly Rate of $59.24)
Dial-A-Ride	$387,676 (Hourly Rate of $51.01)
Total	$1,077,822

2. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013 shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to become effective November 7, 2017.

"CITY"
CITY OF WEST COVINA,

Corey Warshaw, Mayor — Date: 7 Nov 2017

"CONTRACTOR"
MV Transportation, Inc.

Gary Richardson, Interim Chief Financial Officer — Date: 4/3/18

ATTEST:

Rosalia Butler, Assistant City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney — Date: 12/5/17

SECOND AMENDMENT TO CITY OF WEST COVINA TRANSPORTATION SERVICES AGREEMENT WITH MV Transportation, Inc.

This Second Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of March 3, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

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

A. On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and

B. On November 7, 2017, City and Contractor agreed to the First Amendment to the Agreement which modified hourly service rates of the agreement in light of State-imposed increases to the minimum wage; and

C. The City and Contractor wish to wish to exercise the first option to extend the Original Agreement for a one-year period, through March 2, 2020;

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

SECTION 2. Article 4, Term of the Agreement, is hereby amended as follows:

ARTICLE 4. TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2020, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for one additional one-year term upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

SECTION 3. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) as increased with the First

Amendment to the Agreement, effective September 1, 2017 through March 2, 2019, is amended to reflect new rates effective March 3, 2019 through March 2, 2020, as shown below:

March 2019-2020

Fixed Route	$728,189 (Hourly Rate of $62.51)
Dial-A-Ride	$397,811 (Hourly Rate of $52.34)
Total	$1,126,000

SECTION 4. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013, as amended by the First Amendment, shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to become effective March 3, 2019.

CITY OF WEST COVINA,

Lloyd Johnson, Mayor — Date: 3/18/19

"CONTRACTOR"
MV Transportation, Inc.

Meg Lassarat, Chief Financial Officer — Date: 3/20/19

ATTEST:

Carrie Gallagher, Assistant City Clerk

APPROVED AS TO FORM:

Scott E. Porter, City Attorney — Date: 3/13/19

ATTACHMENT NO. 5

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020 (MV Transportation)

WHEREAS, the City Manager, on or about June 18, 2019, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2019-20; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2019 and ending July 30, 2020; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. That the budget amendment for Fiscal Year 2019-20 is hereby approved as reflected on Exhibit No. 1 attached hereto.

SECTION 2. That this resolution shall be effective immediately upon passage and adoption

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

PASSED, APPROVED, AND ADOPTED this 18th day of February 2020.

_____

Tony Wu
Mayor

APPROVED AS TO FORM **ATTEST**

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, the custodian of the original records, which are public records over which I maintain custody and control for the City of West Covina, California, hereby certify that the foregoing Resolution No. 2020-10 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 18th day of February 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Exhibit No. 1

CITY OF WEST COVINA
BUDGET AMENDMENT

BA # 037
Posted By:
Date Posted:

Date: 2/18/2020
Requested by: Kelly McDonald
Dept/Div: Public Services

Fiscal Year: 2019-2020
Amount: $ 11,825.00
MV Transit Contractual Services

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
122.51.5142.6120	Contractual Services	248,700.00	2,491.09	251,191.09
224.51.5142.6120	Contractual Services	158,300.00	1,585.60	159,885.60
122.51.5148.6120	Contractual Services	333,500.00	3,340.48	336,840.48
				-
				-
				-
122.51.5143.6120	Contractual Services	404,400.00	4,408.00	408,808.00
		-	-	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
				-
				-
				-
				-
				-

REASON/JUSTIFICATION (Please be specific)

MV Transit Contract. Increased rates due to minimum wage impacts.

APPROVALS

City Council Approval Date (if required, attach minutes): _____ □ Approval Not Required

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? □ Yes □No

City Manager: _____ Date: _____

Comment: □ Approved □ Denied