CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

APRIL 7, 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

Governor Newsom issued Executive Orders (N-25-20 and N-29-20), which temporarily suspend certain requirements of the Brown Act. Pursuant to the Executive Orders, Council Members may attend City Council meetings telephonically and the City Council is not required to make available a physical location from which members of the public may observe the meeting and offer public comment.

On March 19, 2020, the Governor issued Executive Order N-33-20, directing that all individuals living in the State of California stay at home or their place of residence except as needed to maintain the continuity of operations of designated federal critical infrastructure sectors.

Consistent with the Governor's Executive Orders, please be advised that the City Council Chambers are closed to the public and that some, or all, of the West Covina City Council Members may attend this meeting telephonically.

Due to the essential nature of City Council meetings in conducting official City business, the April 7, 2020 City Council meeting will take place as scheduled, with the following changes and additional opportunities to participate:

1. **CHAMBERS CLOSED TO THE PUBLIC.** The City Council Chambers will be closed to the public.

2. **E-MAILED PUBLIC COMMENT.** Members of the public that wish to address the Council during public comment or a public hearing may submit public comments via e-mail to the City Clerk at City_Clerk@westcovina.org. The subject line should specify "Public Comment – 4/7/20". Please include your full name and address in your e-mail. The City Clerk will read emails received by 6:30PM the day of the Council meeting out loud into the public record.

All email comments must be received by 6:30PM the day of the meeting.

3. **TELEPHONIC ACCESSIBILITY.** If you wish to address the Council by telephone during public comment or a public hearing, you may contact the City Clerk by email or by telephone to advise the City Clerk that you would like to address the Council during public comment or a public hearing.

If emailing such request, please send an email by 6:30PM on the day of the Council meeting to City_Clerk@westcovina.org that includes your name, contact number, and item you wish to comment on, and you will be called during public comment. The subject line of your email should specify "Public Comment – 4/7/20".

If you would like to make such request by phone, please contact the City Clerk at (626) 939-8433 by no later than 6:30PM on the day of the Council meeting to make the request and provide your name, contact number, and the item you wish to speak on.

You must submit your phone number by 6:30PM the day of the meeting, if you wish to speak.

4. **LIVE STREAM/RECORDING OF CITY COUNCIL MEETINGS.** Members of the public may watch City Council meetings live through the West Covina City YouTube channel at www.westcovina.org/LIVE. Council meeting videos are also posted to the City's YouTube channel after each meeting.

The City of West Covina thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

AMERICANS WITH DISABILITIES ACT

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

AGENDA MATERIAL

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

NOTICE

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

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

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

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

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

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

RULES OF DECORUM

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

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY APRIL 7, 2020, 7:00 PM
REGULAR MEETING

INVOCATION
Led by

PLEDGE OF ALLEGIANCE
Led by

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PROCLAMATIONS

- DMV/Donate Life California Month
- National Public Safety Telecommunicators Week

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

1) MARCH 17, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES MARCH 17, 2020 CITY COUNCIL/SUCCESSOR AGENCY SPECIAL SESSION MEETING MINUTES

It is recommended that the City Council approve the March 17, 2020 Regular Meeting Minutes and the March 17, 2020 Special Session Meeting Minutes.

CLAIMS AGAINST THE CITY

2) CONSIDERATION OF GOVERNMENT TORT CLAIMS

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

1. Donna McLoughlin vs. The City of West Covina
2. Florentino Sandoval vs. The City of West Covina

CITY CLERK'S OFFICE

3) CONSIDERATION OF CERTIFICATION OF OFFICIAL ELECTION RESULTS OF THE MARCH 3, 2020 SPECIAL MUNICIPAL ELECTION

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2020-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD MARCH 3, 2020, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

CITY MANAGER'S OFFICE

4) CONSIDERATION OF AGREEMENT FOR MAINTENANCE OF CITY PHONE SYSTEM

It is recommended that the City Council authorize the City Manager to negotiate and execute a two-year Master Maintenance Agreement with up to three one-year extensions with Maverick Networks, Inc. in the amount of $24,000 per year (a total of $120,000.00) for maintenance of the Citywide Mitel VoIP phone system.

5) CONSIDERATION OF RESOLUTION NO. 2020-22 EXTENDING THE LOCAL EMERGENCY DECLARATION

That the City Council adopt Resolution 2020-22 as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND CONFIRMING THE WRITTEN ORDERS AND REGULATIONS PROMULGATED BY THE CITY MANAGER

COMMUNITY DEVELOPMENT

6) CONSIDERATION OF TRAFFIC IMPROVEMENTS AS RECOMMENDED BY THE TRAFFIC COMMITTEE AT THEIR MEETING OF FEBRUARY 11, 2020 AND APPROVAL OF MEETING MINUTES

This item was continued from the City Council meeting of March 17, 2020.

It is recommended that the City Council approve various traffic improvements as recommended by the Traffic Committee and minutes of the February 11, 2020 Traffic Committee Meeting as follows:

1. Traffic Review of Left Turn Access into Christ Lutheran School on Citrus Street

Request: A request was submitted to the City to review installation of a left turn pocket into Christ Lutheran School's parking lot from Citrus to improve street access into the parking lot as well as alleviate the queue in the northbound travel lane.
Review Standard: Left turn access signing and striping will help minimize the number of rear end accidents outside of Christ Lutheran School.
Recommendation: The Traffic Committee unanimously recommended to (1) Install a striped left turn pocket for vehicles accessing the Christ Lutheran School parking lot as well as additional improvements such as (a) A RIGHT TURN ONLY (R3-5R) sign will need to be installed at the parking lot exit to remind drivers that left turn movement out of the lot are prohibited, (b) A NO LEFT TURN (R3-2) sign into the lot at the middle driveway and (c) remove existing striping, raised markers, legends, and install new striping, raised markers and legends indicated in the proposed striping concept.
Budget Information and Scheduling: This item is not included in the Capital Improvement Program (CIP) Budget but will be included for City Council consideration as part of the draft Fiscal Year 20/21 CIP budget.

2. Permit Parking Review on Oakridge Circle East between Temple Avenue to Cul-de-Sac

Request: A resident's parking restriction application was submitted to the City for parking permit consideration on Oakridge Circle East between Temple Avenue to the end of the road.
Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: The Traffic Committee unanimously recommended to (1) take to the City Council the consideration of implementing permit parking for final approval and (2) if approved by City Council, install 2 "No Parking Anytime Except by Permit" signs (R26A CA) along Oakridge Circle from Temple Avenue to end of the street.

3. Permit Parking Review on Mullender Street between Michelle Street to Francisquito Avenue

Request: A resident's parking restriction application was submitted to the City for parking permit consideration on South Mullender Avenue between East Michelle Street and East Francisquito Avenue. Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: The Traffic Committee unanimously recommended to (1) take to the City Council the consideration of implementing permit parking for final approval and (2) if approved by City Council, install 2 "No Parking Anytime Except by Permit" signs (R26A CA) along South Mullender Avenue from East Michelle Street to East Francisquito Avenue except in front of the Church where parking will be allowed at all times. Signs will be posted accordingly to designate the permit parking areas.

4. Do Not Block Driveway at McIntyre Square on Citrus Street (Not on Agenda)

Request: A business owner submitted a request for a KEEP CLEAR zone in front of one of their driveways on Citrus Street to allow patrons and emergency vehicles to access the shopping center. During peak commute hours, vehicles are queuing waiting for the signal at Citrus Street and Garvey Avenue, with the queued vehicles blocking the driveway.
Review Standard: CAMUTCD Section 3B.17 – Do not block intersection markings may be used to make the edges of an intersection area that is in close proximity to a signalized intersection, railroad crossing, or other nearby traffic control that might cause vehicles to stop within the intersection and impede other traffic entering the intersection (driveway). Do Not Block Intersection markings can consist of a white word message such as DO NOT BLOCK or KEEP CLEAR, within the intersection area that vehicles must not block.
Recommendation: The Traffic Committee unanimously recommended to (1) install "KEEP CLEAR" Pavement Marking on Citrus Street for both northbound lanes with a "Do Not Block Driveway" (R10-7) sign following CAMUTCD Section 3b.17 to be installed on the right side of the street."

5. Announcement of the Upcoming Pacific Avenue Community Meeting

No action required. At the February 11, 2020 Traffic Committee Meeting, an announcement was given about the Community Meeting for the Baldwin Park Project proposed striping modifications on Pacific Avenue between Bromley Avenue and Ardilla Avenue in the City of West Covina. The Community Meeting was scheduled for February 24, 2020 at 6:00 p.m. Residents living within the project area received mailed flyers, as well as residents adjacent to Pacific Avenue received door hangers. The City Council is scheduled to discuss the proposed improvements at the March 17, 2020 City Council Meeting.

7) CONSIDERATION OF AGREEMENT FOR FISCAL YEAR 2019-20 RESIDENTIAL STREET REHABILITATION PROGRAM PROJECT - PROJECT NO. 20011

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

1. Authorize the City Manager to negotiate and execute a construction services agreement with Gentry Brothers, Inc. for $969,070.55;
2. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary at the City Manager's discretion, for unforeseen conditions; and
3. Authorize the City Manager to execute any amendments to the agreement.

8) CONSIDERATION OF APPROVAL OF AGREEMENT FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS - ORANGE AVENUE CATCH BASIN INSTALLATION - PROJECT NO. 19027

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

1. Authorize the City Manager to negotiate and execute a construction services agreement with GRBCON, Inc. for $73,235.00;
2. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary at the City Manager's discretion, for unforeseen conditions; and
3. Authorize the City Manager to execute any amendments to the agreement.

9) CONSIDERATION OF PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES OF TRAVEL (VMT) ANALYSIS MODEL

It is staff's recommendation that the City Council take the following actions:

1. Approve the proposed Memorandum of Agreement (Attachment No. 1)

   MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF WEST COVINA FOR PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

2. Approve the following Budget Amendment Resolution (Attachment No. 2):

   RESOLUTION NO. 2020-23 - 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 (SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGIONAL VMT MODEL)

FIRE DEPARTMENT

10) CONSIDERATION OF DESIGNATION OF AUTHORIZED AGENT FOR OFFICE OF EMERGENCY SERVICES GRANTS

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2020-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DESIGNATING CERTAIN CITY OFFICIALS TO ACT ON BEHALF OF THE CITY FOR THE PURPOSE OF OBTAINING FEDERAL AND STATE FINANCIAL ASSISTANCE FOR EMERGENCY AND DISASTER RELIEF, AND AUTHORIZING SUBMITTAL OF REQUIRED RESOLUTION TO CAL OES

HUMAN RESOURCES/RISK MANAGEMENT

11) SUMMARY OF ACTIONS FOR THE HUMAN RESOURCES COMMISSION MEETING OF OCTOBER 9, 2019

It is recommended that the City Council receive and file the Summary of Actions for the October 9, 2019 regular meeting of the Human Resources Commission.

PUBLIC SERVICES

12) CONSIDERATION OF PROPOSED AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN

It is staff's recommendation that the City Council take the following actions:

1. Approve the proposed amendments to the CDBG Action Plan as detailed in Table 1;
2. Approve the following Resolution:

RESOLUTION NO. 2020-18 - 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 (PROJECT NO. 19003)

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

DEPARTMENTAL REGULAR MATTERS

COMMUNITY DEVELOPMENT

13) FISCAL YEAR 2019-20 CAPITAL IMPROVEMENT PROGRAM STATUS UPDATE PRESENTATION

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

1. Provide Input and Direction to staff; and
2. Receive and File the Fiscal Year 2019-20 Capital Improvement Program (CIP) Projects Status Update.

MAYOR/COUNCILMEMBERS REPORTS

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

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	04/21/2020	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: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: MARCH 17, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
MARCH 17, 2020 CITY COUNCIL/SUCCESSOR AGENCY SPECIAL SESSION MEETING MINUTES

RECOMMENDATION:

It is recommended that the City Council approve the March 17, 2020 Regular Meeting Minutes and the March 17, 2020 Special Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Kyle Clayton, Deputy City Clerk

Attachments

Attachment No. - 3-17-20 Regular Session Meeting Minutes Draft

Attachment No. 2 - 3-17-2020 Special Session Meeting Minutes Draft

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 17, 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

DRAFT

CALL TO ORDER

A Regular Meeting was called to order by Mayor Wu on Tuesday, March 17, 2020 at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Councilmembers
Present: Council Members Dario Castellanos, Lloyd Johnson, Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Councilmembers
Absent: Councilmember Jessica C. Shewmaker

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.

PRESENTATIONS

Presentations were cancelled due to COVID-19.

ORAL COMMUNICATIONS

Speakers:
Daniel Luevanos
Bill Robinson
Steve Bennett
Jim Grivich
James Bradford
Jerri Potras
Nick Lewis
Colleen Rozatti
Sue Augino Oldham

CITY MANAGER'S REPORT

- Presentation given by Mr. Carmany

CONSENT CALENDAR

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: approve Consent Calendar Items 1-5 and 8-11

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: TABLE Consent Calendar Item 6 until the next City Council Meeting on April 7, 2020 (Item 6 was pulled by Councilman Castellanos)

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: TABLE Consent Calendar Item 7 until the next City Council Meeting on April 7, 2020 (Item 7 was pulled by Councilman Johnson)

APPROVAL OF MEETING MINUTES

1) **MARCH 3, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES MARCH 3, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: approve the March 3, 2020 Regular Meeting Minutes and the March 3, 2020 Closed Session Meeting Minutes.

DRAFT

COMMISSION SUMMARY OF ACTIONS

2) **SUMMARY OF ACTIONS FOR THE COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES FOR THE SEPTEMBER 10, 2019 MEETING.**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: receive and file the minutes of November 5, 2019 Closed Session Meeting Minutes and the November 5, 2019 Regular Meeting Minutes.

INVESTMENT REPORT

3) **INVESTMENT REPORT FOR THE MONTH ENDED JANUARY 31, 2020**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: receive and file the Investment Report for the month ended January 31, 2020.

CITY MANAGER'S OFFICE

4) **CONSIDERATION OF RENEWAL OF FIVE-YEAR GENERAL SERVICES AGREEMENT WITH COUNTY OF LOS ANGELES FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2025**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: adopt Resolution No. 2020-17, thereby approving the General Services Agreement with the County of Los Angeles through June 30, 2025, and authorize the Mayor to execute the agreement:

RESOLUTION NO. 2020-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING A GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR MISCELLANEOUS SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY ON AN AS-NEEDED BASIS

COMMUNITY DEVELOPMENT

5) **CONSIDERATION OF AGREEMENT FOR FISCAL YEAR 2017-18 RESIDENTIAL STREET REHABILITATION PROGRAM - PROJECT NO. SP-18032**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: approve the following actions:

1. Authorize the City Manager to execute a contract agreement with Onyx Paving Company, Inc. in the amount of $1,182,920 for the following work:

DRAFT

a. $1,009,000 for Fiscal Year 2017-18 Residential Streets Rehabilitation Program; and
b. $173,920 as Change Order per Cost Proposal received from the contractor as additional work for Parking Lot Rehabilitation located north of Cortez Park.

2. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, at the City Manager's discretion; and
3. Adopt the following resolution:

RESOLUTION NO. 2020-15– 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 (Onyx Paving)

6) **CONSIDERATION OF TRAFFIC IMPROVEMENTS AS RECOMMENDED BY THE TRAFFIC COMMITTEE AT THEIR MEETING OF FEBRUARY 11, 2020 AND APPROVAL OF MEETING MINUTES.**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: table Consent Calendar Item 6 to the next City Council Meeting on April 7, 2020 to recommend the following:

1. **Traffic Review of Left Turn Access into Christ Lutheran School on Citrus Street**

Request: A request was submitted to the City to review installation of a left turn pocket into Christ Lutheran School's parking lot from Citrus to improve street access into the parking lot as well as alleviate the queue in the northbound travel lane.
Review Standard: Left turn access signing and striping will help minimize the number of rear end accidents outside of Christ Lutheran School.
Recommendation: The Traffic Committee unanimously recommended to (1) Install a striped left turn pocket for vehicles accessing the Christ Lutheran School parking lot as well as additional improvements such as (a) A RIGHT TURN ONLY (R3-5R) sign will need to be installed at the parking lot exit to remind drivers that left turn movement out of the lot are prohibited, (b) A NO LEFT TURN (R3-2) sign into the lot at the middle driveway and (c) remove existing striping, raised markers, legends, and install new striping, raised markers and legends indicated in the proposed striping concept.
Budget Information and Scheduling: This item is not included in the Capital Improvement Program (CIP) Budget but will be included for City Council consideration as part of the draft Fiscal Year 20/21 CIP budget.

2. **Permit Parking Review on Oakridge Circle East between Temple Avenue to Cul-de-Sac**

Request: A resident's parking restriction application was submitted to the City for parking permit consideration on Oakridge Circle East between Temple Avenue to the end of the road.
Review Standard: Per City of West Covina Parking Restriction Application Procedure the

guidelines were met.
Recommendation: The Traffic Committee unanimously recommended to (1) take to the City Council the consideration of implementing permit parking for final approval and (2) if approved by City Council, install 2 "No Parking Anytime Except by Permit" signs (R26A CA) along Oakridge Circle from Temple Avenue to end of the street.

3. **Permit Parking Review on Mullender Street between Michelle Street to Francisquito Avenue**

Request: A resident's parking restriction application was submitted to the City for parking permit consideration on South Mullender Avenue between East Michelle Street and East Francisquito Avenue.
Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: The Traffic Committee unanimously recommended to (1) take to the City Council the consideration of implementing permit parking for final approval and (2) if approved by City Council, install 2 "No Parking Anytime Except by Permit" signs (R26A CA) along South Mullender Avenue from East Michelle Street to East Francisquito Avenue except in front of the Church where parking will be allowed at all times. Signs will be posted accordingly to designate the permit parking areas.

4. **Do Not Block Driveway at McIntyre Square on Citrus Street (Not on Agenda)**

Request: A business owner submitted a request for a KEEP CLEAR zone in front of one of their driveways on Citrus Street to allow patrons and emergency vehicles to access the shopping center. During peak commute hours, vehicles are queuing waiting for the signal at Citrus Street and Garvey Avenue, with the queued vehicles blocking the driveway.
Review Standard: CAMUTCD Section 3B.17 – Do not block intersection markings may be used to make the edges of an intersection area that is in close proximity to a signalized intersection, railroad crossing, or other nearby traffic control that might cause vehicles to stop within the intersection and impede other traffic entering the intersection (driveway). Do Not Block Intersection markings can consist of a white word message such as DO NOT BLOCK or KEEP CLEAR, within the intersection area that vehicles must not block.
Recommendation: The Traffic Committee unanimously recommended to (1) install "KEEP CLEAR" Pavement Marking on Citrus Street for both northbound lanes with a "Do Not Block Driveway" (R10-7) sign following CAMUTCD Section 3b.17 to be installed on the right side of the street."

5. **Announcement of the Upcoming Pacific Avenue Community Meeting**

No action required. At the February 11, 2020 Traffic Committee Meeting, an announcement was given about the Community Meeting for the Baldwin Park Project proposed striping modifications on Pacific Avenue between Bromley Avenue and Ardilla Avenue in the City of West Covina. The Community Meeting was scheduled for February 24, 2020 at 6:00 p.m. Residents living within the project area received mailed flyers, as well as residents adjacent to Pacific Avenue received door hangers. The City Council is

scheduled to discuss the proposed improvements at the March 17, 2020 City Council Meeting.

7) **CONSIDERATION OF INSTALLATION OF LANE MODIFICATIONS FOR THE TRANSITION STRIPING ON PACIFIC AVENUE BETWEEN BROMLEY AVENUE AND ARDILLA AVENUE AS PART OF CITY OF BALDWIN PARK PACIFIC AVENUE COMPLETE STREETS PROJECT**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: table Consent Calendar Item 7 to the next City Council Meeting on April 7, 2020 to approve the project and allow the City of Baldwin Park to install transitional lane striping per their engineering design on Pacific Avenue between Bromley Avenue and Ardilla Avenue as part of their Pacific Avenue Complete Streets Project.

8) **CONSIDERATION OF GENERAL PLAN ANNUAL REPORT FOR 2019**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: approve the following actions:

1. Direct staff to transmit a copy of the Housing Element Annual Report to the Department of Housing and Community Development; and
2. Direct staff to transmit a copy of the Policy Chart to the State Office of Planning and Research.

9) **CONSIDERATION OF AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR COMPREHENSIVE ASSESSMENT DISTRICT ENGINEERING REPORTS**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: authorize the City Manager to negotiate and execute a Professional Services Agreement with Willdan Financial Services for the not-to-exceed amount of $140,557.50 for a three-year period to provide Comprehensive Assessment District Engineering Services.

10) **CONSIDERATION OF AN AGREEMENT WITH THE STONE COLLECTOR FOR CONSTRUCTION OF A RESTROOM RENOVATION PROJECT AT WEST COVINA SENIOR CENTER (PROJECT NO. 19003)**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: approve the following recommendations:

1. Waive the minor irregularities in the bid submitted by the Stone Collector and award a construction agreement to The Stone Collector for $215,000 for the Restroom Renovation at Sr. Center Project (City Project No. 19003);
2. Authorize the City Manager to negotiate and execute the agreement;

DRAFT

3. Authorize 10% of the awarded contract amount as contingency allowance to be used if necessary at Community Development Director's discretion for unforeseen conditions; and
4. Authorize the City Manager to execute any amendments to the agreement.

FINANCE DEPARTMENT

11) **COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND OTHER RELATED REPORTS FOR THE YEAR ENDED JUNE 30, 2019**

CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: receive and file the following letters and financial reports for the year ended June 30, 2019:

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

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

12) **CONSIDERATION OF CODE AMENDMENT NO. 16-03 – WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY**

Mayor Wu announced the Public Hearing matter, Assistant City Clerk Lisa Sherrick verified that proper legal notice was given, and Mayor Wu opened the Public Hearing. Mr. Jeff Anderson presented the staff report with the use of a PowerPoint presentation. Staff responded to questions from Council

Public Comments in Favor of Appeal

None

Opposition of Appeal

None

---End of Public Comment---

ACTION: MOTION BY MAYOR WU AND SECONDED BY COUNCILMAN JOHNSON TO TABLE TO A FUTURE MEETING, CARRIED 4-0 (ABSENT:

DRAFT

COUNCILMEMBER SHEWMAKER) to: take the following actions:

1. Open the public hearing regarding Ordinance No. 2470
2. Introduce Ordinance No. 2470

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 16-03, RELATED TO WIRELESS TELECOMMUNICATION FACILITIES IN THE PUBLIC RIGHT OF WAY

13) **CONSIDERATION OF PRIORITIES FOR THE DEVELOPMENT OF A DRAFT FISCAL YEAR 2020-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN**

Mayor Wu announced the Public Hearing matter, Assistant City Clerk Lisa Sherrick verified that proper legal notice was given, and Mayor Wu opened the Public Hearing. Mr. Jeff Anderson presented the staff report with the use of a PowerPoint presentation. Staff responded to questions from Council

Public Comments in Favor of Appeal

None

Opposition of Appeal

None

---End of Public Comment---

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-0 (ABSENT: COUNCILMEMBER SHEWMAKER) to: take the following actions:

It is recommended that the City Council direct staff to develop a draft Fiscal Year 2020-2024 Consolidated Plan based upon the priorities in Table 1.

(THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK)

DRAFT

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Wu, and the meeting was adjourned at 8:27 p.m., by Mayor Wu. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, April 7, 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

MARCH 17, 2020, 7:00 PM
SPECIAL 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

MINUTES

DRAFT

CALL TO ORDER

A Special Meeting was called to order by Mayor Wu on Tuesday, March 17, 2020 at 7:00 p.m., in the Council Chambers, 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, Lisa Sherrick Assistant City Clerk; other City staff presented reports and responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Led by Councilman Lloyd Johnson

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Speaker:

None

--- End of Public Comment---

DEPARTMENTAL MATTER

ACTION: MOTION BY MAYOR WU AND SECONDED BY MAYOR PRO TEM LETTY LOPEZ-VIADO, CARRIED 5-0 to: approve Item 1

1) **CONSIDERATION OF RESOLUTION RATIFYING PROCLAMATION NO. 2020-01 DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

CARRIED 5-0 to: adopt the following resolution and ratify proclamation 2020-01:

RESOLUTION NO. 2020-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RATIFYING PROCLAMATION NO. 2020-01 DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

ADJOURNMENT

The Special Meeting was adjourned at 7:24 p.m., by Councilman Johnson. The next scheduled Regular Meeting will be held on Tuesday, March 17, 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

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: **CONSIDERATION OF GOVERNMENT TORT CLAIMS**

RECOMMENDATION:

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

1. Donna McLoughlin vs. The City of West Covina
2. Florentino Sandoval vs. The City of West Covina

BACKGROUND:

The California Tort Claims Act is the act that governs filing claims against a government entity. The Tort Claims Act is found in Division 3.6 of Title 1 of the Government Code (Govt. Code §§ 810 et seq.). The Tort Claims Act requires that all claims for money or damages against a public entity be presented in writing to the public entity before filing a lawsuit.

DISCUSSION:

All claims should be considered potential lawsuits. As such, it is requested that all Councilmembers refrain from making specific public comments so as not to prejudice any claim. Specific questions should be referred to the City Attorney.

Prepared by: Helen Tran, Human Resources /Risk Management Director

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF CERTIFICATION OF OFFICIAL ELECTION RESULTS OF THE MARCH 3, 2020 SPECIAL MUNICIPAL ELECTION

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2020-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD MARCH 3, 2020, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

BACKGROUND:

On July 11, 2019, proponent Glenn Kennedy filed with the City Clerk's Office a Notice of Intent to Circulate a Petition for an initiative ordinance imposing a three-quarter percent (0.75%) general transactions and use tax. The City Attorney prepared a title and summary for the petition and the proponent published information, as required by law, regarding the petition.

On October 7, 2019, the proponent submitted the signed petition to the City Clerk's Office. To be sufficient, the petition must have 5,573 valid signatures, which is 10% of the number of registered voters in the City according to the last report of registration by the County elections official to the Secretary of State. On October 9, 2019, the Assistant City Clerk, who serves as the City's Elections Official, determined that the number of signatures, prima facie, exceeded the number of signatures required, and accepted the Initiative for filing. On the same day, the Assistant City Clerk submitted the Initiative to the Los Angeles County Registrar-Recorder/County Clerk for signature verification. On October 28, 2019, the Los Angeles County Registrar-Recorder/County Clerk provided the results of the signature verification to the Assistant City Clerk. The County determined that 6,631 of 7,617 signatures submitted were sufficient. Based upon the County's signature verification, the Assistant City Clerk has determined that the initiative is sufficient to be certified to the City Council.

On December 3, 2019, the City Council adopted the following resolutions:

- Resolution No. 2019-94, accepting the Assistant City Clerk's certification of the sufficiency of the petition proposing a sales tax ordinance.
- Resolution 2019-95, calling for and giving notice of the holding of a special municipal election to be held on March 3, 2020.
- Resolution 2019-96, requesting the Board of Supervisors of the County of Los Angeles to consolidate

the special municipal election.

- Resolution 2019-97, directing the City Attorney to prepare an impartial analysis and setting deadlines for the submission of arguments and rebuttals in connection with the election.

DISCUSSION:

On March,3, 2020, a Special Municipal Election was held for the purpose of submitting to the voters an ordinance to establish a general transaction (sales) tax and use tax in the amount of three-quarters of a percent (0.75%). The Los Angeles County Election Department conducted the election on behalf of the City and is authorized to canvass the returns of the Special Municipal Election. The County Election Department has completed an official canvass and has verified that all ballots have been counted and accounted for. The Registrar-Recorder/County Clerk has certified the results and has submitted a Certificate of Canvass and Final Official Statement of Votes Cast. The results were provided by the County to the City on March 31, 2020 and are attached d as "Exhibit A" to the attached resolution. The canvass of this election verifies that the number of registered voters in West Covina for this election was 58,110 and a total of 21,710 voters cast ballots, which results in a 37.36% turnout. Because the measure required a majority approval to pass, the measure did not pass.

The City Council is required by state law to adopt a resolution reciting the fact of the election and other matters outlined in Elections Code section 10264.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Adopt the resolution.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - Resolution No. 2020-24

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Programs and Activities

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON MARCH 3, 2020, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Special Municipal Election was held and conducted in the City of West Covina, California, on Tuesday, March 3, 2020 as required by law; and

WHEREAS, the City Council submitted one ballot measure to the voters pursuant to Resolution No. 2019-95; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed; and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the California Elections Code for holding elections in general law cities; and

WHEREAS, the County Election Department, which conducted the election on behalf of the City, canvassed the returns of the election and has certified the results to the City. The results are received and are attached hereto as Exhibit "A" and incorporated herein.

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

SECTION 1. The whole number of ballots cast in the City of West Covina was 21,710.

SECTION 2. The measure voted on at the Special Municipal Election was:

"WC - Shall the ordinance establishing a three-quarter percent (0.75%) local sales tax (transactions and use tax) that will raise approximately $9.7 million annually for the City's general fund until ended by voters and establishing an Oversight Committee, be adopted?"

SECTION 3. The number of votes given at each precinct for and against Measure WC is set forth in Exhibit "A."

SECTION 4. The number of votes given in the City for and against Measure WC is set forth in Exhibit "A."

SECTION 5. The City Council declares that Measure WC did not meet the majority approval requirement. Therefore, Measure WC failed.

SECTION 6. The City Clerk shall enter on the records of the City Council a statement of the result of the election, showing: (1) the whole number of votes cast in the City; (2) the

measure voted upon; (3) the number of votes given at each precinct for and against the measure; (4) the total number of votes given for and against the measure.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 7th day of April 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

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. 2020-24 was duly adopted by the City Council of the City of West Covina, California, at a special meeting thereof held on the 7th day of April, 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

ELECTION RESULTS

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

WEST COVINA CITY SPEC MUNI
MEASURE WC

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
WEST COVINA - 7700003A		392	109	256
VOTE BY MAIL SERIAL 1608		319	78	229
TOTAL	2140	711	187	485
WEST COVINA - 7700004A		460	100	345
VOTE BY MAIL SERIAL 1609		344	70	257
TOTAL	2100	804	170	602
WEST COVINA - 7700007A		246	73	156
VOTE BY MAIL SERIAL 1610		376	85	276
TOTAL	2042	622	158	432
WEST COVINA - 7700008A		398	89	295
VOTE BY MAIL SERIAL 1611		318	62	242
TOTAL	1995	716	151	537
WEST COVINA - 7700011A		524	104	387
VOTE BY MAIL SERIAL 1612		369	76	261
TOTAL	2208	893	180	648
WEST COVINA - 7700014B		341	87	237
VOTE BY MAIL SERIAL 1613		327	67	243
TOTAL	2038	668	154	480
WEST COVINA - 7700020A		563	87	454
VOTE BY MAIL SERIAL 1614		492	77	394
TOTAL	2384	1055	164	848
WEST COVINA - 7700026A		512	86	408
VOTE BY MAIL SERIAL 1615		438	64	360
TOTAL	2092	950	150	768
WEST COVINA - 7700029A*		3	3	0
VOTE BY MAIL SERIAL 6199		1	0	1
TOTAL	6	4	3	1
WEST COVINA - 7700030A*		2	1	1
VOTE BY MAIL SERIAL 6200		5	1	4
TOTAL	32	7	2	5
WEST COVINA - 7700033A		396	69	298
VOTE BY MAIL SERIAL 1616		326	63	236
TOTAL	2017	722	132	534
WEST COVINA - 7700035A		352	44	290
VOTE BY MAIL SERIAL 1617		670	84	557
TOTAL	2307	1022	128	847
WEST COVINA - 7700037B		353	87	249
VOTE BY MAIL SERIAL 1618		287	51	219
TOTAL	1761	640	138	468
WEST COVINA - 7700038C		340	99	227
VOTE BY MAIL SERIAL 1619		300	77	212
TOTAL	1854	640	176	439

EXHIBIT A

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

WEST COVINA CITY SPEC MUNI
MEASURE WC

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
WEST COVINA - 7700040A		408	72	320
VOTE BY MAIL SERIAL 1620		362	70	274
TOTAL	2061	770	142	594
WEST COVINA - 7700041A		410	52	335
VOTE BY MAIL SERIAL 1621		290	38	239
TOTAL	1800	700	90	574
WEST COVINA - 7700080A		250	39	194
VOTE BY MAIL SERIAL 1622		413	67	327
TOTAL	1993	663	106	521
WEST COVINA - 7700114A		285	37	230
VOTE BY MAIL SERIAL 1623		626	72	520
TOTAL	2340	911	109	750
WEST COVINA - 7700116A		256	38	209
VOTE BY MAIL SERIAL 1624		594	90	475
TOTAL	2314	850	128	684
WEST COVINA - 7700118A		206	35	166
VOTE BY MAIL SERIAL 1625		492	59	409
TOTAL	1914	698	94	575
WEST COVINA - 7700140A		384	71	295
VOTE BY MAIL SERIAL 1626		289	57	207
TOTAL	1940	673	128	502
WEST COVINA - 7700141A		486	116	331
VOTE BY MAIL SERIAL 1627		312	47	253
TOTAL	2096	798	163	584
WEST COVINA - 7700142A		339	71	253
VOTE BY MAIL SERIAL 1628		311	68	229
TOTAL	2014	650	139	482
WEST COVINA - 7700145A		503	91	394
VOTE BY MAIL SERIAL 1629		406	85	308
TOTAL	2252	909	176	702
WEST COVINA - 7700148A		333	86	242
VOTE BY MAIL SERIAL 1630		230	45	172
TOTAL	1752	563	131	414
WEST COVINA - 7700149A		483	96	372
VOTE BY MAIL SERIAL 1631		398	74	303
TOTAL	2061	881	170	675
WEST COVINA - 7700150A		392	90	281
VOTE BY MAIL SERIAL 1632		251	70	171
TOTAL	1659	643	160	452
WEST COVINA - 7700155A		301	74	215
VOTE BY MAIL SERIAL 1633		584	91	469
TOTAL	2307	885	165	684

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

LOCATION	REGIST-RATION	BALLOTS CAST	WEST COVINA CITY SPEC MUNI MEASURE WC YES	WEST COVINA CITY SPEC MUNI MEASURE WC NO
WEST COVINA - 7700156A		426	108	300
VOTE BY MAIL SERIAL 1634		420	75	325
TOTAL	2226	846	183	625
WEST COVINA - 7700166A		436	94	325
VOTE BY MAIL SERIAL 1635		379	69	291
TOTAL	2405	815	163	616
BALLOT GROUP 179 - 9990179A^		1	0	1
VOTE BY MAIL SERIAL 8179		0	0	0
TOTAL	0	1	0	1

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

WEST COVINA CITY SPEC MUNI
MEASURE WC

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
PRECINCT TOTAL		10781	2208	8066
VBM TOTAL		10929	1932	8463
GRAND TOTAL	58110	21710	4140	16529

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AGREEMENT FOR MAINTENANCE OF CITY PHONE SYSTEM

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to negotiate and execute a two-year Master Maintenance Agreement with up to three one-year extensions with Maverick Networks, Inc. in the amount of $24,000 per year (a total of $120,000.00) for maintenance of the Citywide Mitel VoIP phone system.

BACKGROUND:

On February 20, 2018, the City Council approved an agreement with Maverick Networks, Inc. ("Maverick") for Maverick to provide professional services to install and maintain the Mitel Voice-Over-IP (VoIP) system. Maverick was awarded the contract out of seven (7) companies that responded to a request for proposal (RFP) that was released on December 7, 2017. This system replaced the 1998 analog phone system that was previously end-of-life. Since installation of the Mitel phone system (which includes hundreds of phones across all departments, including special connections for Fire, Police and 911 Dispatch), Maverick has provided service maintenance and support for all the equipment and software essential to keeping the City phone system running.

DISCUSSION:

As with all enterprise technical systems, the City contracts for maintenance and service in order to keep the systems running. This achieves the highest possible life out of the City investment. The Mitel VoIP system requires frequent software updates and occasional hardware troubleshooting expertise which Maverick has provided. The need for maintenance and service only grows as the system begins to age. Maverick has also provided expertise for the City when needed to work with other phone service providers.

Attachment No. 1 is the quote for a two-year agreement and up to three automatic one-year extensions to extend the current maintenance and service support with Maverick. This will provide a continuity of VoIP support, an important element in sustaining the vital phone system for City business.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Request a proposal from an alternative vendor; or
3. Provide alternative direction.

Prepared by: Shawn Granger, IT Manager

Fiscal Impact

FISCAL IMPACT:

There is sufficient funding in the existing Information Technology Budget (Account Number 110.13.1340.6130) for the annual cost plus the additional $6000 for the 2020-21 year. The budget for the following years will increase by $6000 to cover the added support and services needed.

Attachments

ATTACHMENT NO. 1 - Maintenance Agreement

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure

ATTACHMENT No. 1

Master Maintenance Agreement

by and between

Maverick Networks
7060 Koll Center Pkwy #318 Pleasanton, CA 94566

and

City of West Covina
1444 West Garvey Ave., West Covina, CA 91790

This agreement is entered into between Maverick Networks Inc. (hereinafter referred to as "Maverick Networks") and **City of West Covina** (hereinafter referred to as "Customer").
It is intended to constitute a master agreement the terms and conditions of which shall govern the routine telecommunications and/or network service relationship between Maverick Networks and Customer.

1) **Entire Agreement:** This Agreement contains the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior discussion or agreements between the parties, whether oral or written. Maverick Networks is not bound by any representation or inducements not set forth herein.

2) **Term of Agreement** : The term of this Agreement shall be for a (2) year period commencing on the first (1st) day of the contract period found on Schedule "A", and shall be renewed automatically for up to three (3) successive one (1) year terms therafter until terminated in writing as provided herein. Each renewal of this Maintenance Agreement shall be subject to the same terms and conditions herein contained except that the service fee due Maverick Networks for each renewal period shall be at the rate then charged by Maverick Networks for similar maintenance services. Either party may terminate this Agreement by giving the other party written notice of termination thirty (30) days prior to any anniversary date.

3) **Maintenance Fee:** The fee for maintenance services to be performed under this agreement is based upon the current configuration of the telecommunications and/or network systems at the relevant Customer facilities. This amount and the terms of payment are set forth in the attached Schedule "A". Itemized lists of the equipment to be covered at each Customer facility are also included in Schedule "A". However, whenever a substantial system reconfiguration occurs mid-year, either Maverick Networks or Customer may request a recalculation. A substantial system reconfiguration is defined as an increase or decrease of at a minum 25% of the system capacity of working components.

4) **Maintenance Services to Be Performed:** Maverick Networks agrees to furnish all parts and labor required to maintain the equipment in good working condition, without charge, during Maintenance Coverage Hours as described on the attached Schedule A. Service required outside of the Maintenance Coverage Hours will be subject to our standard charges as set forth in Schedule A. Maverick Networks agrees to replace or repair equipment parts as necessary without additional charge to Customer. Replacement parts may include reconditioned parts. Maintenance parts will be furnished on an exchange basis, and the parts that are replaced become the property of Maverick Networks. Service provided under this Agreement does not guarantee uninterrupted operation. Software upgrades that are non-emergencies will be a planned interrupted operation and scheduled after hours. In addition:

a) Maverick Networks will provide assistance with all large adds, moves and changes on either a bid or a time and materials basis;

b) Maverick Networks will provide all new equipment and equipment not covered under this service agreement at its discounted maintenance contract customer pricing;
c) Customer will provide certain station level equipment and materials required for its remedial service such as jacks and cable; Maverick Networks will provide any required supplemental station level equipment on a time and materials basis.

5) **Excluded Services:** Maintenance service under this Agreement does not include any service after the equipment has been serviced, repaired, moved or relocated by other than Maverick Networks or authorized Maverick Networks agent. Maintenance service also does not include repair or service required as a result of:

a) neglect, theft, or accidental damage of the equipment;
b) alterations or modifications to the equipment performed by other than Maverick Networks or authorized Maverick Networks agent;
c) However, Maverick Networks accepts that Customer's own personnel will perform routine maintenance to the systems, but retains the right to charge for labor time required to correct such changes if necessary.
d) the failure of Customer to provide and maintain a suitable installation environment at all facilities as prescribed by Maverick Networks (including, but not limited to, proper electrical power, air conditions, or humidity control);
e) the use of supplies or materials not meeting Maverick Networks' specifications;
f) the use of the equipment for purposes other than those for which it was designed;
g) electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
h) cutoff of services to Customer by any utility;
i) acts of God.

Initial _____

6) **Response Times:** Maverick Networks will respond with remedial telephone initiated action to non-emergency telephone maintenance requests by the close of business, 5 PM PST, next business day. If on-site maintenance is determined to be required in non-emergency situations, Maverick Networks will provide this on-site maintenance by the close of business, 5 PM PST, next business day of the determination that it is required. In emergency situations, Maverick Networks will respond with remedial telephone initiated action within three (3) hours. If on-site maintenance is determined to be required in emergency situations, Maverick Networks will provide this on-site maintenance within three (3) hours of the determination that it is required.

6a) **Emergencies Defined**: 1. Complete System Failure; 2. Inability to make or receive calls; 3. More than ten (10) stations are totally inoperable; 4. Call Center (ACD) group failure; 5. Attendant position failure; 6. Entire Trunk Group inoperative; 7. Any multi user (two or more) outage lasting longer than six (six) business hours; 8. System restarts and/or reboots; 9. Major System Alarm. All other Service Requests shall be deemed Non-Emergency maintenance.

7) **Equipment Access:** In the performance of all services set forth herein, Maverick Networks shall have, and Customer shall hereby grant, full and unrestricted access to the premises on which the equipment is located. Maverick Networks' responsibility to repair shall be limited to Customer's side of the point of connection between Customer's equipment and the utility service or long distance carriers.

8) **Taxes:** In addition to the charges due under this Agreement, Customer agrees to pay amounts equal to any taxes resulting from the Agreement or any activities hereunder exclusive of taxes based upon Maverick Networks' net income. To the extent that Customer is exempt from any such taxes; Customer shall provide Maverick Networks with documentation supporting such exemption.

9) **Limitation of Liability:** In the performance of this Agreement, Maverick Networks shall be liable only for the expense of providing routine repair, replacement parts and maintenance service. Further, no liability will arise if the performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond Maverick Networks' control. Neither Customer nor Maverick Networks nor its agents and employees shall be liable for any loss or damage to the equipment or other property, injury or death of the other arising in connection with the maintenance services provided by Maverick Networks under this Agreement.

However, this limitation of liability does not apply to such loss, damage, injury or death resulting from the gross negligence or willful misconduct of Maverick Networks' agents or employees. While Maverick Networks takes responsibility for providing satisfactory maintenance services, it makes no claim that it can maintain this equipment in a manner to prevent fraudulent intrusions including, but not limited to, toll fraud, and the unauthorized use of voice processors and voice mail systems. Therefore, no express or implied warranty is made against any such fraudulent uses that may be made of the equipment.

In the event Maverick Networks breaches any warranty, Customer's exclusive remedy will be that Maverick Networks makes any necessary equipment adjustments, repairs or parts replacements to the equipment after Maverick Networks determines that the equipment does not conform to warranty. In no event shall Maverick Networks, its agent and employees be liable for indirect, incidental or consequential damages including without limitation, any loss of business, damage or expense, whether or not Maverick Networks has received notice of the possibility or certainty of such damages or loss, directly or indirectly arising from Customer's inability to use the equipment, either separately or in combination with any other equipment, form routing and programming errors, unauthorized trespass or programming, software and/or equipment, modem lines and long distance carrier services; and intrusions of the equipment by fraudulent callers, including, but not limited to, toll fraud and the unauthorized use of voice processors and voice mail systems.

10) **Miscellaneous:** This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by the authorized representatives of all parties hereto. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Customer, or in the event of the appointment, with or without Customer's consent, of an assignee for the benefit of creditors, or of a receiver, Maverick Networks' failure to exercise any of its rights herein shall not constitute or be deemed a waiver or forfeiture of such rights. Customer expressly consents to jurisdiction within the State of California. No delay or omission to exercise any right, power or remedy available to Maverick Networks upon any breach or default of Customer under this Agreement shall impair consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing.

Agreed and Accepted By:



Signature Date	Signature Date
Maverick Networks, Inc.	**City of West Covina**
	Customer
	Print Name Title

Site Specific Schedule "A"

Master Maintenance Agreement is By and Between

Maverick Networks, Inc. And
City of West Covina
Address: 1444 West Garvey Ave., West Covina, CA 91790

March 16, 2020	thru	March 15, 2022
Starting		Ending

COVERAGE BENEFITS:

Break Fix Repair & Warranty - for term
Mitel Core Software fully covered
System Software Upgrades
24 x 7 x 365 Support

IP Hardware

Mitel 3300 ICP Controller	MXE III	3
Mitel 3300 MXe Media Gateway		2
Mitel 3300 CX Gateway		14

Software/Applications

Software Assurance included in cost

MVB Coverages		20
vMAS Coverages		1
vMBG Coverages		3
MiContact Center Software Assurance	Site #	1
Virtual MiCollab		1
Mitel ULM		1

Mitel IP Desktop Devices

Mitel IP Phones	N/A
Mitel PC Console SW	0
Mitel PKM's	0
Mitel IP Conf Phone	0

Mitel App ID Records:

# 13744782	Mitel MVB – CWC CH 3300
# 14172018	Mitel MVB – EOC
# 18246095	Mitel MVB – Fire Station #5
# 29451147	Mitel MVB – Palmview Preschool
# 34422170	Mitel MBG – City Yard
# 36583748	Mitel MVB - Fire Station #2
# 44570549	Mitel MVB – Wescove
# 44777462	Mitel MVB – Senior Center
# 47570770	Mitel MVB – PD 3300 Gateway
# 48817372	Mitel MBG - Virtual Core
# 50571226	Mitel MVB - CWC PD 3300
# 57395184	Mitel MVB – Dispatch
# 57446833	Mitel MVB – CWC CY 3300
# 6373729	Mitel ULM - UCC V4
# 64399257	Mitel MVB – Maintenance
# 66159565	Mitel MVB – Fire Station #1
# 68789993	Mitel MiCC
# 71548517	Mitel MBG – Police Dept
# 72806864	Mitel MVB – City Hall 3300
# 75471238	Mitel vMiCollab
# 79462120	Mitel MVB – Fire Station #4
# 8405110	Mitel MVB – Cameron Comm Ctr
# 90506967	Mitel MVB – Virtual Core
# 92082719	Mitel MVB – Fire Station #3
# 96034579	Mitel MVB – Shadow Oak Park
# 98135180	Mitel MVB – Vine

EXCLUSIONS FROM COVERAGE:
Mitel Phones

2 Yr Term, Yearly Price, Billed Annually: $24,000.00

Includes: 5 Hours a Month for Non-billed Support, Rolling over MTM, Unused Hours expire at end of 1 Yr Term.

On-Site Labor Charges for Non-Covered Services:

Standard 1st Hr.:	Mon. - Fri. 8:00 a.m. - 5:00 p.m. PST	$190.00 per hr
Standard Add'l Hr.:	Mon. - Fri. 8:00 a.m. - 5:00 p.m. PST	$140.00 per hr.
Overtime:	Mon. - Fri. 5:00 p.m. - 10:00 p.m., Sat 8:00 a.m. - 10:00 p.m. PST	$280.00 per hr.
Premium:	Mon. - Sat. 10:00 p.m. - 8:00 a.m., Sunday & Holidays PST	$380.00 per hr.
Remote Changes		$110.00 1st 30 mins

Agreed and Accepted By:

Maverick Networks Inc		City of West Covina	
Company		Company	
Signature	Date	Signature	Date

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2020-22 EXTENDING THE LOCAL EMERGENCY DECLARATION

RECOMMENDATION:
That the City Council adopt Resolution 2020-22 as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND CONFIRMING THE WRITTEN ORDERS AND REGULATIONS PROMULGATED BY THE CITY MANAGER

BACKGROUND:
On March 17, 2020, the City Council adopted Resolution 2020-19, ratifying Proclamation 2020-01 declaring existence of a local emergency, which was issued by the City Manager acting in the capacity of Director of Emergency Services. The local emergency is due to the Novel Coronavirus (COVID-19) pandemic. Following adoption of the resolution, the City Council needs to review and reevaluate the need for continuing the local emergency at least once every thirty (30) days in conformance with Section 8-7(a)(2) of the West Covina Municipal Code (WCMC). The WCMC also authorizes the City Manager acting in the capacity of Director of Emergency to promulgate written orders and regulations during the emergency. Such rules and regulations must be confirmed by the City Council at the earliest practicable time.

DISCUSSION:
The City Manager acting in the capacity of Director of Emergency Services has mobilized appropriate staff and other resources on a daily basis to address the COVID-19 pandemic. Staff at all levels of the organization have been engaged in the response.

As of March 31, 2020, there were 750,890 confirmed cases of COVID-19 globally and 6,932 confirmed cases in California. As of the same date, there were 3,011 confirmed cases in Los Angeles County, including seven (7) confirmed cases in the City of West Covina according to the Los Angeles County Department of Public Health. Health officials expect the number of cases in California, the United States and worldwide to increase. It is essential that the City continue to provide basic services and provide for continuity of services over the long-term. Staff is requesting that the City Council continue the local emergency.

Nine (9) written orders have been issued by the City Manager acting as Director of Emergency Services, since the

adoption of Resolution 2020-19:

Date	Subject
March 17	Limited Activation of Emergency Operations Center
March 18	Limit Public Access to City Departments
March 19	Public Safety Sustained Operations
March 23	City Hall Closed to the Public
March 23	Procurement of On-line Payment System
March 23	Employee Telecommuting Work Option
March 30	Emergency Operations Center - Update
March 30	Public Comments at City Meetings
March 31	Reopening of City Mailroom

The orders are attached as Exhibit "A" to the Resolution.

Each of the orders was and continues to be necessary to address the local emergency. The City Council is hereby requested to approve and confirm the written orders pursuant to Section 8-7(a)(7) of the West Covina Municipal Code.

LEGAL REVIEW:

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

OPTIONS:

The options available to the City Council are as follows:
1. Adopt the resolution as submitted.
2. Determine the local emergency has ceased.
3. Provide alternative direction.

Attachments

Attachment No. 1 - Resolution No. 2020-22 (Extending Local Emergency)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance Public Safety

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND CONFIRMING THE WRITTEN ORDERS AND REGULATIONS PROMULGATED BY THE CITY MANAGER

WHEREAS, the California Emergency Services Act (Government Code Section 8550 et seq.) authorizes the City Council, or an official designated by ordinance adopted by the City Council, to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, West Covina Municipal Code section 8-7(a)(1) empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on March 16, 2020, the City Manager declared a local emergency as authorized by Government Code section 8630(a) and West Covina Municipal Code section 8-7(a)(1) through Proclamation No. 2020-01; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-19, ratifying the City Manager's proclamation as required by Government Code section 8630(b) and West Covina Municipal Code section 8-7(a)(1); and

WHEREAS, Section 8-7(a)(2) of the West Covina Municipal Code empowers the City Manager to request that the City Council review the need for continuing the local emergency at least once every 30 days until the City Council terminates the local emergency; and

WHEREAS, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 15, 2020, 153,517 confirmed cases of COVID-19 globally, 5,735 of which resulted in death. As of March 31, 2020, the WHO reported 750,890 confirmed cases globally, 36,405 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 15, 2020, there were 335 confirmed cases of COVID-19 in California, six (6) of which resulted in death. As of March 30, 2020, CDPH reported there were 6,932 confirmed cases in California, 150 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the Los Angeles County Department of Public Health ("LA County Health Department") reported that, as of March 15, 2020, Los Angeles County had 69 confirmed cases, including one (1) death and one

(1) confirmed case at West Covina High School. As of March 31, 2020, the LA County Health Department reported 3,011 confirmed cases, 54 of which resulted in death; and

WHEREAS, as of March 31, 2020, the LA County Health Department reported seven (7) confirmed cases in the City of West Covina; and

WHEREAS, health officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the City Manager has requested that the City Council review the need for continuing the local emergency in accordance with Section 8-7(a)(2) of the West Covina Municipal Code; and

WHEREAS, the City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2); and

WHEREAS, the City Council finds that the conditions resulting from the COVID-19 emergency are still beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 8-7(a)(7) of the West Covina Municipal Code permits the City Manager to promulgate written orders and regulations to provide for the protection of life and property as affected by the emergency, and requires that such rules and regulations be confirmed at the earliest practicable time by the City Council; and

WHEREAS, the City Manager has promulgated the written orders and regulations set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the City Council desires to confirm such written orders and regulations.

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

SECTION 1. The City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2), and determines, based on the foregoing recitals, that there is a need to continue the local emergency.

SECTION 2. This local emergency shall continue to exist until the City Council proclaims the termination of the local emergency. The City Council shall review the need for continuing the local emergency in the manner required by law.

SECTION 3. The City Council confirms the orders and regulations set forth in Exhibit A.

PASSED AND ADOPTED this 7th day of April, 2020.

Tony Wu
Mayor

APPROVED AS FORM

Thomas P. Duarte
City Attorney

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. 2020-22 was duly adopted by the City Council of the City of West Covina, California, at a special meeting thereof held on the 7th day of April, 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

WRITTEN ORDERS AND REGULATIONS PROMULGATED BY THE CITY MANAGER DURING LOCAL EMERGENCY

Date: March 17, 2020

From: DC David Carmany, City Manager

To: Emergency Personnel

Subject: Emergency Operations Center – Limited Activation

The Emergency Operations Center shall be activated on a limited basis starting today. The Emergency Management Team shall meet in the Management Resource Center at 8:00 AM and 4:00 PM Monday through Thursday. If additional meetings are necessary, I'll call them as necessary.

Date: March 18 2020

From: David Carmany, City Manager

To: Department Heads

Subject: Limited Access to City Departments

Effective immediately departments should lock their office doors and only allow one customer into the office at a time. Customers should form lines in the main atrium and wait for service.

Date: March 19, 2020

From: David Carmany, City Manager

To: Chief Bell, Chief of Police

Chief Capelle, Fire Chief

Subject: Public Safety – Sustained Operations

Based upon the emerging Novel Coronavirus (COVID-19) epidemic, I am directing the Police Department and Fire Department to take any and all steps necessary to provide sustained operations. Steps may include cancelling vacation and leave times, changing work hours, closing facilities to the public and changing booking and arrest procedures.

It is important that the public safety personnel are adequately protected with personnel protective equipment to the maximum degree practicable, so the operations continue to function effectively. Plans shall be developed for each agency to minimize personal interactions by further segmenting the workforce so that an infected staff member does not cause widespread harm to others.

Date: March 19, 2020

From: DC David Carmany, City Manager

To: Department Heads

Subject: City Hall Closed to the Public

Based upon the Los Angeles County Department of Public Health, Safer At Home Order, City Hall should be closed to the public and only allow access to City employees, effective the start of business Monday, March 23, 2020. This order shall be in effect until April 19, 2020, or until further ordered.

Date: March 23, 2020

From: DC David Carmany, City Manager

To: Mark Persico, Assistant City Manager

Helen Tran, Director of Human Resources/Risk Management

Robbeyn Bird, Finance Director

Subject: Authorization to Telecommute

Effective immediately City staff has the option to telecommute as part of the work schedule in order to protect the health and safety of our valuable workforce. All arrangements must be approved by the department director, the Human Resources Director and City Manager prior to being effective.

Date: March 23, 2020

From: DC David Carmany, City Manager

To: Mark Persico, Assistant City Manager

Mark Baxter, Purchasing Manager

Subject: On-line Payment System

The City is lacking an ability to accept on-line payments for building, planning or public works permits, which severely limits our ability to deliver services. Please work with Wells Fargo, the City's bank, to immediately secure a process and procedure to accept on-line payments.

Date: March 30, 2020

From: DC David Carmany, City Manager

To: Emergency Personnel

Subject: Emergency Operations Center – Update

The Emergency Operations Team has been meeting twice daily since March 17, 2020. For the time being the emergency operations have stabilized and the operations team shall only meet at 8:00 AM Monday through Thursday, until further notice. If the event changes and additional meetings are necessary, I'll schedule them accordingly.

Date: March 30, 2020

From: David Carmany, City Manager

To: Mark Persico, Assistant City Manager

Lisa Sherrick, Assistant City Clerk

Jeff Anderson, Community Development Director

Subject: Public comment at City meetings

Based upon recent changes to the Brown Act implement by the Governor's Executive Order N-35-20, the City Council and Planning Commission shall limit how public comments are received. Public comments shall be received via email by the secretary to the Council or Commission up to 30 minutes before the meeting starts. All email comments shall be read into the record by the secretary to the board. Speakers may also email a request with their phone number and they will be called by the secretary to the board at the appropriate place on the agenda. Please prepare instructions for accepting public comments on the agenda for all future meetings.

Date: March 31, 2020

From: David Carmany, City Manager

To: Mark Persico, Assistant City Manager

Robbeyn Bird, Finance Director

Mike Cresap, Public Services Supervisor

Subject: Reopening the City Mailroom

Effective immediately the City mailroom shall be reopened and staffed with part-time personnel in order to improve City operations and properly clean and handle mail and packages arriving from outside the organization. The former mailroom shall be cleaned, staffed and operating by Thursday, April 2, 2020.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF TRAFFIC IMPROVEMENTS AS RECOMMENDED BY THE TRAFFIC COMMITTEE AT THEIR MEETING OF FEBRUARY 11, 2020 AND APPROVAL OF MEETING MINUTES

RECOMMENDATION:

This item was continued from the City Council meeting of March 17, 2020.

It is recommended that the City Council approve various traffic improvements as recommended by the Traffic Committee and minutes of the February 11, 2020 Traffic Committee Meeting as follows:

1. Traffic Review of Left Turn Access into Christ Lutheran School on Citrus Street

Request: A request was submitted to the City to review installation of a left turn pocket into Christ Lutheran School's parking lot from Citrus to improve street access into the parking lot as well as alleviate the queue in the northbound travel lane.
Review Standard: Left turn access signing and striping will help minimize the number of rear end accidents outside of Christ Lutheran School.
Recommendation: The Traffic Committee unanimously recommended to (1) Install a striped left turn pocket for vehicles accessing the Christ Lutheran School parking lot as well as additional improvements such as (a) A RIGHT TURN ONLY (R3-5R) sign will need to be installed at the parking lot exit to remind drivers that left turn movement out of the lot are prohibited, (b) A NO LEFT TURN (R3-2) sign into the lot at the middle driveway and (c) remove existing striping, raised markers, legends, and install new striping, raised markers and legends indicated in the proposed striping concept.
Budget Information and Scheduling: This item is not included in the Capital Improvement Program (CIP) Budget but will be included for City Council consideration as part of the draft Fiscal Year 20/21 CIP budget.

2. Permit Parking Review on Oakridge Circle East between Temple Avenue to Cul-de-Sac

Request: A resident's parking restriction application was submitted to the City for parking permit consideration on Oakridge Circle East between Temple Avenue to the end of the road.
Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: The Traffic Committee unanimously recommended to (1) take to the City Council the consideration of implementing permit parking for final approval and (2) if approved by City Council, install

2 “No Parking Anytime Except by Permit” signs (R26A CA) along Oakridge Circle from Temple Avenue to end of the street.

3. Permit Parking Review on Mullender Street between Michelle Street to Francisquito Avenue

Request: A resident's parking restriction application was submitted to the City for parking permit consideration on South Mullender Avenue between East Michelle Street and East Francisquito Avenue.
Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: The Traffic Committee unanimously recommended to (1) take to the City Council the consideration of implementing permit parking for final approval and (2) if approved by City Council, install 2 “No Parking Anytime Except by Permit” signs (R26A CA) along South Mullender Avenue from East Michelle Street to East Francisquito Avenue except in front of the Church where parking will be allowed at all times. Signs will be posted accordingly to designate the permit parking areas.

4. Do Not Block Driveway at McIntyre Square on Citrus Street (Not on Agenda)

Request: A business owner submitted a request for a KEEP CLEAR zone in front of one of their driveways on Citrus Street to allow patrons and emergency vehicles to access the shopping center. During peak commute hours, vehicles are queuing waiting for the signal at Citrus Street and Garvey Avenue, with the queued vehicles blocking the driveway.
Review Standard: CAMUTCD Section 3B.17 – Do not block intersection markings may be used to make the edges of an intersection area that is in close proximity to a signalized intersection, railroad crossing, or other nearby traffic control that might cause vehicles to stop within the intersection and impede other traffic entering the intersection (driveway). Do Not Block Intersection markings can consist of a white word message such as DO NOT BLOCK or KEEP CLEAR, within the intersection area that vehicles must not block.
Recommendation: The Traffic Committee unanimously recommended to (1) install “KEEP CLEAR” Pavement Marking on Citrus Street for both northbound lanes with a “Do Not Block Driveway” (R10-7) sign following CAMUTCD Section 3b.17 to be installed on the right side of the street.”

5. Announcement of the Upcoming Pacific Avenue Community Meeting

No action required. At the February 11, 2020 Traffic Committee Meeting, an announcement was given about the Community Meeting for the Baldwin Park Project proposed striping modifications on Pacific Avenue between Bromley Avenue and Ardilla Avenue in the City of West Covina. The Community Meeting was scheduled for February 24, 2020 at 6:00 p.m. Residents living within the project area received mailed flyers, as well as residents adjacent to Pacific Avenue received door hangers. The City Council is scheduled to discuss the proposed improvements at the March 17, 2020 City Council Meeting.

BACKGROUND:

Traffic engineering is a branch of civil engineering that uses engineering techniques to achieve the safe and efficient movement of people and goods on roadways. It focuses mainly on research for safe and efficient traffic flow, such as road geometry, sidewalks and crosswalks, cycling infrastructure, traffic signs, road surface markings and traffic lights. Traffic engineering deals with the functional part of transportation system, except the infrastructures provided.

DISCUSSION:

Please refer to Attachment No. 1 – Meeting Minutes for additional detail from the February 11, 2020 Traffic Committee Meeting.

Fiscal Impact

FISCAL IMPACT:

The recommended items will be installed and scheduled based on budget appropriations in the approved Capital Improvement Program (CIP). Curb markings and signage will be coordinated with the Public Services Department for scheduling and installation.

Attachments

Attachment No. 1 - Traffic Committee Minutes - Meeting of February 11, 2020

CITY COUNCIL GOALS & OBJECTIVES: Enhance Public Safety

CITY OF WEST COVINA
Traffic Committee Regular Meeting

MEETING MINUTES FROM FEBRUARY 11, 2020

Meeting Name: Traffic Committee Regular Meeting
Date: Tuesday, February 11, 2020
Time: 3:00 p.m.
Location: West Covina City Hall, Planning Conference Room
Attendees: **City Staff:** Officer Brian Daniels (West Covina Police Department Traffic Committee Representative), Officer Robert Nyquist (West Covina Police Department Traffic Committee Representative), Michael Ackerman (Contract City Engineer), Jana Robbins (Contract Traffic Engineering/Planning), Melissa Demirci (Contract Traffic Engineering/Planning)
Residents: John A (Item 3.i.), Mike M (Item 3.i.)

---

1. **Call to Order:** Meeting was called to order at 3:02 PM

2. **Summary of Previous Traffic Committee Items approved at the January 14, 2020 Traffic Committee Meeting:**

   i. **Line of Sight Review for the City Hall Parking Lot and City Parking Structure Exits onto Garvey Avenue:** Red curb installation to increase visibility and repainting of the hatched no parking area.
   ii. **Traffic Safety Review of Sunset Avenue and Durness Street:** Various intersection improvements including stop line in advance of the crosswalk and "Turning Vehicles Yield to Peds" signage at the intersection on the mast arms.
   iii. **Traffic Calming Review Along Eveningside Drive from Fairgrove Avenue to Brentwood Avenue:** Various traffic calming measures along the segment which include pedestrian warning signage, a yellow center line, 25 mph speed limit signs with pavements legends, and replacement of faded street sweeping signs.

3. **New Traffic Committee Items Presented at the February 11, 2020 Traffic Committee Meeting:**

   i. Traffic Review of Left Turn Access into Christ Lutheran School on Citrus Street

   Request: A request was submitted to the City to review installation of a left turn pocket into Christ Lutheran School's parking lot from Citrus to improve street access into the parking lot as well as alleviate the queue in the NB travel lane.
   Review Standard: Left turn access signing and striping will help minimize the number of rear end accidents outside of Christ Lutheran School.
   Recommendation: Committee unanimously recommended to (1) Install a striped left turn pocket for vehicles accessing the Christ Lutheran School parking lot as well as additional improvements such as (a) A RIGHT TURN ONLY (R3-5R) sign will need to be installed at the parking lot exit to remind drivers that left turn movement out of the lot are prohibit, (b) A NO LEFT TURN (R3-2) sign into the lot at the middle driveway and (c) remove existing striping, raised markers, legends, and install new striping, raised markers and legends indicated in the proposed striping concept.

   ii. Permit Parking Review on Oakridge Circle East between Temple Avenue to Cul-de-Sac

   Request: A resident parking restriction application was submitted to the City for parking permit consideration on Oakridge Circle East between Temple Avenue to the end of the road.

Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: Committee unanimously recommends to (1) Take to City Council the consideration for the implementation of permit parking for final approval and (2) if approved by City Council, install 2 "No Parking Anytime Except by Permit" signs (R26A CA) along Oakridge Circle from Temple Avenue to end of the street.

iii. Permit Parking Review on Mullender Street between Michelle Street to Francisquito Avenue

Request: A resident parking restriction application was submitted to the City for parking permit consideration on South Mullender Avenue between East Michelle Street and East Francisquito Avenue.
Review Standard: Per City of West Covina Parking Restriction Application Procedure the guidelines were met.
Recommendation: Committee unanimously recommended to (1) Take to City Council the consideration for the implementation of permit parking for final approval and (2) if approved by City Council, install 2 "No Parking Anytime Except by Permit" signs (R26A CA) along South Mullender Avenue from East Michelle Street to East Francisquito Avenue except in front of the Church where parking will be allowed at all times. Signs will be posted accordingly to designate the permit parking areas.

4. Audience Comments on Items Not on Agenda: None.

5. Committee Member Comments on Items Not on Agenda:

i. Do Not Block Driveway at the McIntyre Square on Citrus Street (Not on Agenda)

Request: A business owner submitted a request for a KEEP CLEAR zone in front of one of their driveways on Citrus Street to allow patrons and emergency vehicles to access the shopping center. During peak commute hours vehicles are queuing waiting for the signal at Citrus Street and Garvey Avenue, with the queued vehicles blocking the driveway.
Review Standard: CAMUTCD Section 3B.17 – Do not block intersection markings may be used to make the edges of an intersection area that is in close proximity to a signalized intersection, railroad crossing, or other nearby traffic control that might cause vehicles to stop within the intersection and impede other traffic entering the intersection (driveway). Do Not Block Intersection markings can consist of a white word message such as DO NOT BLOCK or KEEP CLEAR, within the intersection area that vehicles must not block.
Recommendation: Committee unanimously recommended to (1) Install "KEEP CLEAR" Pavement Marking on Citrus Street for both NB lanes with a "Do Not Block Driveway" (R10-7) sign following CAMUTCD Section 3b.17 to be installed on the right side of the street".

ii. **Announcement of the Upcoming Pacific Avenue Community Meeting**

No action required, at the 02/11/20 TC Meeting, an announcement was given about the Community Meeting for the Baldwin Park Project proposed striping modifications on Pacific Avenue between Bromley Avenue and Ardilla Avenue in the City of West Covina. The Community Meeting is scheduled for February 24, 2020 at 6:30pm. Residents living within the project area have been mailed flyers, as well as residents

adjacent to Pacific Avenue also received door hangers. The City Council is scheduled to discuss the proposed improvements at the March 17, 2020 CC Meeting at 7pm.

6. **Adjourn**: Meeting adjourned at 3:31 PM.

AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AGREEMENT FOR FISCAL YEAR 2019-20 RESIDENTIAL STREET REHABILITATION PROGRAM PROJECT - PROJECT NO. 20011

RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute a construction services agreement with Gentry Brothers, Inc. for $969,070.55;
2. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary at the City Manager's discretion, for unforeseen conditions; and
3. Authorize the City Manager to execute any amendments to the agreement.

BACKGROUND:

Adequate street maintenance is necessary to protect the original investment and to furnish maximum service to the users. To delay maintenance work will hasten the day when an entirely new paving job will be necessary. Maintenance work should therefore be given as much consideration by the City Council as new construction, and the material used should be selected with the same caution as if it were intended for a new pavement. Maintenance is a continuous process. The selected streets are based on the recommendations identified within the City's Pavement Management Program (PMP) for Fiscal Year (FY) 2019-20. As part of the project, approximately 925,000 square feet of pavement will be constructed slurry seal, approximately 472,000 square feet of pavement will be constructed microsurfacing, and approximately 254,000 square feet of pavement will be asphalt overlay. Work also includes localized asphalt pothole repairs, markings and striping and related work. Streets that are recommended to be included in the Fiscal Year (FY) 2019-20 pavement rehabilitation include:

Street Name	From	To
Rio De Oro Dr	1822 Rio De Oro Dr	End Of Street.
Glenn Alan Ave	Michelle St	Heath Terrace
Hillward Ave	Michelle St	End Of Street
Casa Grande Dr	Michelle St	South Hills Dr
Casa Linda Dr	Hillward Ave	South Hills Dr
Cameo Vista Dr	Hillward Ave	2121 Cameo Vista Dr
Cameo Vista Dr	2121 Cameo Vista Dr	South Hills Dr
Casa Grande Dr	South Hills Dr	Hollencrest Dr

Hollencrest Dr	Casa Grande Dr	Casa Linda Dr
Casa Linda Dr	Hollencrest Dr	Hidden Valley Dr
Hidden Valley Dr	Countrywood Ln	End Of Street
Castle Rock Ct	Hillside Dr	End Of Street
Dancove Dr	Montezuma Wy	Montezuma Wy
Sandy Hills Dr	Crescent View Dr	Montezuma Wy
Crescent View Dr	Sandy Hill Dr	End Of Street
Mt Tricia Ave	Hillside Dr	End Of Street
Mountain Ridge Rd	Foothill Dr	Horizon Hills
Foothill Dr	Hillside Dr	Horizon Hills Dr
Montezuma Wy	Golden Vista Dr	Citrus Street
Hillside Dr	Fairway Knolls Rd	Foothill Dr
Inspiration Pt	Hillside Dr	End Of Street
Spring Meadow Dr	Citrus St	Far View Ln
Las Rosas Dr	Citrus St	Andalucia Dr
Promontory Pl	Hillside Dr	End Of Street
Andalucia Dr	Las Rosas Dr	End Of Street
Madero Court	Andalucia Drive	End Of Street
Eddes St	La Serena Dr	End Of Street (Both Ends)
La Serena Dr	Cameron Ave	Cerillo Dr
Sunrise Rd	Hillside Dr	End Of Street
Heritage Dr	Hillside Dr	East Hills Dr
Hooper Dr	Hillside Dr	East Hills Dr
Highlight Dr	Hillside Dr	End Of Street
Holiday Dr	Hillside Dr	End Of Street
Montezuma Wy	Vine Ave	Golden Vista Dr
Aroma Dr	Azusa Ave	Wildwood Street
Donna Beth Ave	Aroma Dr	Calico Street
Serena Dr	Montezuma Wy	End Of Street
Citrus St	Montezuma Wy	Hillside Dr
East Hills Dr	Hillside Dr	End Of Street
Hemstead Ct	Hooper Dr	End Of Street
Citrus St	Lark Hill Dr	Vine Ave
Citrus St	Lark Hill Dr	Montezuma Wy
Hideout Dr	Highlight Dr	Holiday Dr

DISCUSSION:

On March 5, 2020, staff advertised construction bid package. The following eight (8) bids were received by the City at the Bid Opening held on March 19, 2020.

Contractor Name	Total Bid Amount
Gentry Brothers, Inc.	$969,070.55
All American Asphalt	$989,535.71
Sully-Miller Contracting Company	$1,065,000.00
Onyx Paving Company, Inc.	$1,123,000.00

R.J. Noble Company	$1,191,165.74
Copp Contracting, Inc.	$1,203,598.23
Hardy & Harper, Inc.	$1,260,000.00
Palp, Inc Dba Excel Paving Company	$1,272,744.14

Lowest Responsible Bid

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, and State and Federal debarment list review for the apparent low bidder, Gentry Brothers, Inc. Based upon staff's analysis, staff has determined that the lowest responsible bid was submitted by Gentry Brothers, Inc. in the amount of $969,070.55. Attached is the proposed agreement to be executed with Gentry Brothers, Inc. (Attachment No. 1).

Budget

The following is the breakdown of the construction phase budget:

Construction Contract	$969,070.55
Contingency Budget allowance authorization to staff to utilize for unforeseen conditions as necessary (15%)	$145,360.60
Total Construction Budget	**$1,114,431.15**
Budget allowance for construction management, inspections, and administration (services provided under Capital Improvement Projects Management Contract with Transtech)	$111,443.00
Project Total	**$1,225,874.14**

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

The proposed Project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or Reconstruction (c) as the project involves the reconstruction of existing roadways with no expansion of capacity.

Prepared by: Okan Demirci, PE, CIP Manager

Fiscal Impact

FISCAL IMPACT:

The funds available for this project is as follows:

Project No.	Funds	Account No.	Amount
20011	SB-1 Funds	20011.124.7200	$1,225,874.14
		Total	**$1,225,874.14**

Attachments

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

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 20011
FY 2019-20 RESIDENTIAL STREETS REHABILITATION PROGRAM PROJECT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and entered into this 7th day of April, 2020 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and GENTRY BROTHERS, INC., a California corporation ("Contractor").

RECITALS

A. City requires construction services for the FY 2019-20 Residential Streets Rehabilitation Program Project, Project No. 20011 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

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

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
(d) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
(e) Bonds, attached hereto as Exhibit C and incorporated herein;
(f) The Standard Specifications and Standard Specifications for Public Works

Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(g) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

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

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

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

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

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the

Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 19-302. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Nine Hundred Sixty-Nine Thousand Seventy Dollars and Fifty-Five Cents ($969,070.55) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section,

City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within thirty (30) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

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

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full fore and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Wayne Gentry, Secretary/Treasurer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified

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

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

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

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

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

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of

insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

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

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

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

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

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

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

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

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

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

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

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

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

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action

as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

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

9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

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

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

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

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each working day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

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

11.0 MISCELLANEOUS PROVISIONS

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

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

To Contractor:
Gentry Brothers, Inc.
384 Live Oak Ave.
Irwindale, CA 91706
Attn: Wayne Gentry

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

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

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

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

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

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____

David Carmany
City Manager

CONTRACTOR

_____ Date: 3-31-20

Wayne Gentry
Secretary/Treasurer

ATTEST:

_____

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Helen Tran
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

AGENDA ITEM NO. 8

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF AGREEMENT FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS - ORANGE AVENUE CATCH BASIN INSTALLATION - PROJECT NO. 19027

RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute a construction services agreement with GRBCON, Inc. for $73,235.00;
2. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary at the City Manager's discretion, for unforeseen conditions; and
3. Authorize the City Manager to execute any amendments to the agreement.

BACKGROUND:

The project is located at Orangewood Elementary School by Orange Avenue and Durness Street. The proposed work includes construction of a storm drain catch basin on Orange Avenue to fix the drainage problem by the crosswalk at the Orange Avenue and Durness Street intersection. Related work also includes reconstruction of the concrete pedestrian ramp, curb and gutter, and crosswalk striping. The project will improve pedestrian safety around the school site.

DISCUSSION:

On March 5, 2020, staff advertised the construction bid package. The following four (4) bids were received by the City at the Bid Opening held on March 19, 2020.

Contractor Name	Total Bid Amount
GRBCON, Inc.	$73,235.00
Onyx Paving Company, Inc.	$77,000.00
Palp, Inc dba Excel Paving Company	$83,000.00
Ebs General Engineering, Inc.	$92,725.00

Lowest Responsible Bid

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, and State and Federal debarment list review for the apparent low bidder, GRBCON, Inc. Based upon staff's analysis, staff has determined that the lowest responsible bid was submitted by GRBCON, Inc. in the amount of $73,235.00. Attached is the proposed agreement to be executed with GRBCON, Inc. (Attachment No. 1).

Budget

The following is the breakdown of the construction phase budget:

Construction Contract	$73,235.00
Contingency Budget allowance authorization to staff to utilize for unforeseen conditions as necessary (15%)	$10,985.25
Total Construction Budget	**$84,220.25**
Budget allowance for construction management, inspections, and administration (services provided under Capital Improvement Projects Management Contract with Transtech)	$8,422.00
Project Total	**$92,642.25**

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

The proposed Project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction (c) as the project involves the installation of a storm drain in the existing storm drainage system.

Prepared by: Okan Demirci, PE, CIP Manager

Fiscal Impact

FISCAL IMPACT:

Project No.	Funds	Account No.	Amount
19027	Measure M	19027.235.7200	$92,642.25
		Total	$92,642.25

Attachments

Attachment No. 1 - Agreement with GRBCON, Inc.

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

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 19027
BICYCLE AND PEDESTRIAN IMPROVEMENTS – ORANGE AVENUE
CATCH BASIN INSTALLATION PROJECT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and entered into this 7th day of April, 2020 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and GRBCON, INC., a California corporation ("Contractor").

RECITALS

A. City requires construction services for the Bicycle and Pedestrian Improvements – Orange Avenue Catch Basin Installation Project, Project No. 19027 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

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

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
(d) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
(e) Bonds, attached hereto as Exhibit C and incorporated herein;
(f) The Standard Specifications and Standard Specifications for Public Works

Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(g) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

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

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

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

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

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the

Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 19-302. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Seventy-Three Thousand Two Hundred Thirty-Five Dollars ($73,235.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section,

City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within twenty (20) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

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

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full fore and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Kristian Grbavac, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

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

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

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

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

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

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

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations,

products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

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

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply

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

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

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

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

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

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

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

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

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

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action

as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

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

9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

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

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

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

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each working day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

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

11.0 MISCELLANEOUS PROVISIONS

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

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

To Contractor:
GRBCON, Inc.
5114 Elton Street
Baldwin Park, CA 91706
Attn: Kristian Grbavac

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

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

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

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

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

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
David Carmany
City Manager

CONTRACTOR



_____ Date: 04/01/20
Kristian Grbavac
President

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Helen Tran
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES OF TRAVEL (VMT) ANALYSIS MODEL

RECOMMENDATION:

It is staff's recommendation that the City Council take the following actions:

1. Approve the proposed Memorandum of Agreement (Attachment No. 1)
   MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF WEST COVINA FOR PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

2. Approve the following Budget Amendment Resolution (Attachment No. 2):
   RESOLUTION NO. 2020-23 - 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 (SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGIONAL VMT MODEL)

BACKGROUND:

The passage of SB 743 (Steinberg, 2013) changed how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects. SB 743 removed automobile delay as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research (OPR) to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected Vehicles Miles Traveled (VMT) as the preferred metric to comply with SB 743. Historically, the standard criteria used by cities to measure transportation impacts under CEQA was Level of Service (LOS).

As a result of these changes, lead agencies under CEQA will be required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact under CEQA beginning July 1, 2020. In order to properly evaluate impacts, it will be necessary for local agencies to establish methodologies and quantified thresholds from which to determine levels of significance. West Covina currently has no methodology or mechanism in place to transition to these new requirements.

After receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities with completing these VMT requirements, the San Gabriel Valley Council of Governments (SGVCOG) conducted a comprehensive Request-for-Proposals (RFP) process. As a result, Fehr and Peers was selected as the most qualified

firm to provide professional consultant services to complete the San Gabriel Valley Regional VMT Analysis Model. The Scope of Work of this project can be found in Exhibit A of Attachment 1.

This project will analyze existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It will result in recommendations for establishing methodology, thresholds, technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in the local jurisdictions within the San Gabriel Valley.

The following 26 San Gabriel Valley cities have submitted confirmation to participate in the model:

Alhambra	Industry	Rosemead
Arcadia	Irwindale	San Marino
Azusa	La Cañada Flintridge	San Gabriel
Baldwin Park	La Puente	Sierra Madre
Claremont	La Verne	South El Monte
Covina	Montebello	Temple City
Diamond Bar	Monterey Park	Walnut
Duarte	Monrovia	West Covina
El Monte	Pomona	

DISCUSSION:

The Memorandum of Agreement (MOA) identifies the following roles and responsibilities for the SGVCOG and each participating city (City):

- SGVCOG:
  - Undertake procurement and management of consultant(s) to complete the VMT Analysis Model ("Model"). Execute a contract with the consultant for the development of the Model.
  - Manage all invoicing and billing.
  - Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
  - Coordinate with the consultant to ensure consultant’s participation in calls and meetings.
  - Manage ongoing coordination of project calls with the parties and the consultant throughout the development of the Model.
  - Review and provide comments on draft communications and documents related to MOA products.
- City:
  - Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
  - Provide a point-of-contact with name, title, and contact information.
  - Actively engage in the development of the study including, but not limited to, promptly responding to all correspondence.
  - Review and provide comments to consultant on deliverables as identified in the Scope of Work.
  - Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
  - Pay the invoice submitted by the SGVCOG.

The budget adopted in June of 2019 specified $36,500 for the membership in the SGVCOG. The budget was prepared prior the concept of this VMT study. The Budget Amendment would move $15,000 for Prop A funds and add them to the budget for the SGVCOG.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the memorandum of understanding with the San Gabriel Valley Council of Governments.

OPTIONS:

The options available to the City Council include:
1. Approval of the Memorandum of Understanding.
2. The City could prepare its own VMT model.
3. Provide alternative direction.

Fiscal Impact

FISCAL IMPACT:

The $15,000 amount to participate in the study is available in the Prop A funds (121.61.5140.6087). A Budget Amendment has been prepared (Attachment No. 2) to ensure the funds are available.

Attachments

Attachment No. 1 - Memorandum of Agreement

Attachment 2 - Resolution No. 2020-23 (Budget Amendment)

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

ATTACHMENT NO. 1

MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF WEST COVINA FOR PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

This Memorandum of Agreement ("MOA" or "Agreement") is made as of April 7, 2020 by and between the City of West Covina, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.

B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model ("Model").

C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
2. Manage all invoicing and billing.
3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
4. Coordinate with the consultant to ensure consultant's participation in calls and meetings.

5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
6. Review and provide comments on draft communications and documents related to MOA products.
7. Submit one invoice to the City, in the amount that does not exceed $14,855.00, as follows:
    - The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work from the Request for Proposal for Model, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Jo-Anne Burns, Planning Manager.

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions

contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.

B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VI. INSURANCE:

A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
Management Analyst
1000 S. Fremont Avenue, Unit 42

Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
afung@sgvcog.org

with a copy to:

Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City:

Jo-Anne Burns
Planning Manager
1444 W. Garvey Avenue South, Room 208
West Covina, CA 91790
(626) 939-8761
JBurns@westcovina.org

with a copy to:

Mark Persico
Assistant City Manager
1444 W. Garvey Avenue South, Room 305
West Covina, CA 91790
(626) 939-8401
MPersico@westcovina.org

B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

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

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

E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.

F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.

H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.

J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF WEST COVINA

ATTEST:

_____

By:_____
David Carmany
City Manager

City Clerk

Date:_____

APPROVED AS TO FORM:

_____
Thomas Duarte
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date:_____

ATTEST:

_____
Marisa Creter, Secretary

APPROVED AS TO FORM:

_____
David DeBerry
General Counsel

EXHIBIT A

SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled
The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures
For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best

practice research. Mitigation measures shall then be refined through application of specific Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects
To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects
The Consultant shall work with each participating City to identity projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 *Deliverable: Memorandum on Sample Projects.*

Task 6 - Traffic Impact Analysis Guidelines
The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support
The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 *Deliverable: Public Meeting Attendance*

ATTACHMENT NO. 2

RESOLUTION NO. 2020-23

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 (SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGIONAL VMT MODEL)

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 a public meeting on June 18, 2019, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2019 and ending June 30, 2020; and

WHEREAS, the idea of a sub-regional traffic model to address the new Vehicle Miles Traveled (VMT) requirements through the San Gabriel Valley Council of Governments occurred after the Fiscal Year 19/20 budget was adopted; 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, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The budget amendment for Fiscal Year 2019-20 reflected in Exhibit No. A attached hereto is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 7th day of April 2020.

_____

Tony Wu
Mayor

APPROVED AS TO FORM **ATTEST**

Thomas P. Duarte
City Attorney

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. 2020-23 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of April, 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF DESIGNATION OF AUTHORIZED AGENT FOR OFFICE OF EMERGENCY SERVICES GRANTS

RECOMMENDATION:
It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2020-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DESIGNATING CERTAIN CITY OFFICIALS TO ACT ON BEHALF OF THE CITY FOR THE PURPOSE OF OBTAINING FEDERAL AND STATE FINANCIAL ASSISTANCE FOR EMERGENCY AND DISASTER RELIEF, AND AUTHORIZING SUBMITTAL OF REQUIRED RESOLUTION TO CAL OES

BACKGROUND:
The California Governor's Office of Emergency Services (Cal OES) requires non-state agencies to update the Designation of Applicant's Agent Resolution for Non-State Agencies every three years.

DISCUSSION:
The City of West Covina regularly applies for competitive grants and emergency response reimbursement through the Cal OES. The grant funds administered by Cal OES may come from State or Federal resources. The Cal OES requires that the City of West Covina maintain a current Designation of Applicant's Agent Resolution on file. A new resolution must be submitted every three years.

Funds available to offset costs incurred for emergency response and disaster recovery are available through Cal OES and the United States Department of Homeland Security (DHS). The Grants Payment Unit requires the City to maintain an up-to-date list of City employees with the authority to sign the necessary documents to apply for and receive monies available.

Over the years, the City of West Covina has received grant funds from various programs; all State or Federal funds directed through the State require the signature authority to have approval of the City Council. As required by the Cal OES, the City of West Covina has over the years maintained an Authorized Agent Resolution on file with Cal OES. It has been more than three years since the City updated the resolution. Therefore, the City must submit a new resolution to the Cal OES.

The proposed Resolution No. 2020-21 designates the City Manager and Finance Director to act on behalf of the

City for the purpose of obtaining Federal and State financial assistance for emergency and disaster relief, including authorization to execute any required documents, agreements, and certifications. It also authorizes the submittal of Cal OES Form 130 in the manner required by Cal OES.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation;
2. Provide alternative direction.

Fiscal Impact

FISCAL IMPACT:

NONE

Attachments

Attachment 1 - Resolution 2020-21 (Designation of Authorized Agents)

Attachment 2 - Cal OES Form

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DESIGNATING CERTAIN CITY OFFICIALS TO ACT ON BEHALF OF THE CITY FOR THE PURPOSE OF OBTAINING FEDERAL AND STATE FINANCIAL ASSISTANCE FOR EMERGENCY AND DISASTER RELIEF, AND AUTHORIZING SUBMITTAL OF REQUIRED RESOLUTION TO CAL OES

WHEREAS, the City of West Covina is eligible to receive State and Federal funding for disaster planning, mitigation, response, and recovery; and

WHEREAS, the California Governor's Office of Emergency Services ("Cal OES") administers certain State and Federal financial assistance programs for emergency and disaster relief; and

WHEREAS, Cal OES requires that the City designate City agents that are authorized to apply for financial assistance relating to emergency and disaster relief and act on the City's behalf in connection with matters relating to such financial assistance, and requires the submittal of a Designation of Applicant's Agent Resolution (Cal OES Form 130) every three (3) years; and

WHEREAS, the City wishes to designate certain City officials to act as its agents in connection with matters relating to State and Federal financial assistance relating to emergency and disaster relief, and to authorize the submittal of Cal OES Form 130 as required by Cal OES.

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

SECTION 1. The following City officials are authorized to act on the City's behalf in connection with all matters relating to obtaining State and Federal financial assistance relating to emergency and disaster relief, including but not limited to executing all required documents, agreements, and certifications:

1. City Manager

2. Finance Director

SECTION 2. The City Council authorizes the submittal of Cal OES Form 130 in the manner required by Cal OES.

SECTION 3. This Resolution is intended to authorize submissions of Cal OES Form 130 until such time as the City Council decides to repeal this Resolution.

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

APPROVED AND ADOPTED this 7th day of April, 2020.

Tony Wu
Mayor

APPROVED AS FORM

Thomas P. Duarte
City Attorney

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. 2020-21 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of April, 2020, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 2

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 037-84200

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of West Covina (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Finance Director (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of West Covina (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of West Covina (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 7th day of April, 2020

Tony Wu, Mayor
(Name and Title of Governing Body Representative)

Letty Lopez-Viado, Mayor Pro Team
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Lisa Sherrick (Name), duly appointed and Assistant City Clerk (Title) of City of West Covina (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of West Covina (Name of Applicant) on the 7th day of April, 2020.

_____ (Signature)

_____ (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

AGENDA ITEM NO. 11

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: SUMMARY OF ACTIONS FOR THE HUMAN RESOURCES COMMISSION MEETING OF OCTOBER 9, 2019

RECOMMENDATION:

It is recommended that the City Council receive and file the Summary of Actions for the October 9, 2019 regular meeting of the Human Resources Commission.

DISCUSSION:

On March 11, 2020, the Human Resources Commission approved the Summary of Actions for the Commission's October 9, 2019 regular meeting.

Prepared by: Helen Tran, Human Resources/Risk Management Director

Attachments

Attachment No. 1 - Summary of Actions for Minutes of the Human Resources Commission meeting on October 9, 2019

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Programs and Activities

ATTACHMENT NO. 1

CITY OF WEST COVINA

HUMAN RESOURCES COMMISSION MEETING

SUMMARY OF ACTIONS OF THE REGULAR MEETING

OF THE HUMAN RESOURCES COMMISSION OCTOBER 9, 2019

MEETING CALLED TO ORDER 6:33 p.m.

INVOCATION Commissioner Jones

PLEDGE OF ALLEGIANCE Commissioner Jones

ROLL CALL Commissioner Jones, Augino, Torres, Vieyra, Villaloboz

Commissioners Present: I. Jones, S. Augino, LVieyra, G. Villaloboz
Commissioners Absent: H. Torres
Staff Present: Eva Sahagun (Management Analyst I; HR & RM Department)
Rachel Hirota (H.R. Technician)

CLOSED SESSION
Pursuant to Government Code Section 54957
Disability Determination

Motion by _Augino_____, seconded by _Villaloboz____, to _Approve__ Disability Retirement for a Police Officer. Motion carried __4 - 0_____.

REPORT OUT FROM CLOSED SESSION

At _6:44___ pm the Human Resources Commission recessed into closed session to discuss the disability retirement of a Police Officer. The Human Resources Commission was provided a staff report, and after discussion the Commission ___Approved_____ the disability retirement for a Police Officer by ___4 - 0_____.

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please state your name and city of residence for the record when recognized by the Committee Chair.

None

CHANGES TO THE AGENDA

None

APPROVAL OF SUMMARY ACTIONS

1) HUMAN RESOURCES COMMISSION REGULAR MEETING OF AUGUST 14, 2019 SUMMARY OF ACTIONS

   It is recommended that the Commission approve the Summary of Actions for the Regular Meeting of August 14, 2019.

   Motion by ____Vierya_____ seconded by ___Villaloboz_____to __Approve_____ the Summary of Actions of the Regular Meeting of August 14, 2019. Motion carried __4 - 0____.

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

2) CONSIDERATION OF REVISION TO CLASS SPECIFICATION – CODE ENFORCEMENT MANAGER

It is recommended that the Human Resources Commission approve the updated Code Enforcement Manager class specifications.

Motion by __Vieyra_____ seconded by __Augino_____ to __Approve_____ the Revision to Class Specification – Code Enforcement Manager. Motion carried ____4 - 0__.

NEW BUSINESS

3) DIRECTOR'S REPORT

Eva Sahagun informed the Commissioners of the resignation of Assistant City Manager Nikole Bresciani and the departure of the Management Analyst II Pierre Demian from the Human Resources department.

DIRECTOR'S REPORT - Continued

Eva Sahagun informed the Commissioners layoffs in the Building and Engineering Division did take place on September 6, 2019, and mentioned that the Building functions of the department had been contracted out to Willdan.

COMMISSIONER REPORTS

None

ADJOURNMENT - 6:57 p.m.

Next Regular Meeting is scheduled for Wednesday, February 12, 2020, at 6:30 p.m.

Minutes taken by: Rachel Hirota – Human Resources Technician

AGENDA ITEM NO. 12

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF PROPOSED AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN

RECOMMENDATION:

It is staff's recommendation that the City Council take the following actions:

1. Approve the proposed amendments to the CDBG Action Plan as detailed in Table 1;
2. Approve the following Resolution:

RESOLUTION NO. 2020-18 - 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 (PROJECT NO. 19003)

BACKGROUND:

The City receives CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The overall objective of the federal program is to develop viable urban communities by providing decent housing and a suitable living environment, and expand economic opportunities principally for low and moderate income persons.

On June 4, 2019, the City Council approved the City's FY 2019-2020 Action Plan, which describes how funds will be used to achieve community development goals. According to HUD regulations, these plans can be amended at any time, with proper notice. Due to COVID-19, HUD allowed the City to move this item under Consent.

DISCUSSION:

The contract for Project No. 19003 (Restroom Renovation at Senior Center) was awarded at the March 17, 2020 City Council meeting. The project consists of renovation of existing men's and women's restroom facilities, accessibility improvements, replacement of partitions, accessories, lavatories, urinals, water closets, lighting, floor slab, and finishes at the Senior Center Facility. The nature and extent of the renovations needed were greater than originally anticipated when the project budget was prepared, which necessitated the request for the budget increase.

The award was contingent on approval of these amendments to the CDBG Action Plan. Funded by CDBG funds, the City had approximately $167,600 remaining in the approved budget for this project. However, the estimated cost of the project was greater than previously budgeted due to increased materials costs and the extensive work that was needed. The balance of funding is to come from the re-programming of funds from another CDBG-funded activity, Project No. 19005 (Senior Center Roof Replacement), which is proposed to be canceled and moved to a later date.

As shown in Table 1 below, Amendment No. 1 proposes to cancel the activity of Senior Center Roof Replacement previously approved in the amount of $231,902 in funding. Amendment No. 2 proposes to increase funding for the activity of Restroom Renovation at Senior Center in the amount of $100,000.

TABLE 1
PROPOSED ACTION PLAN AMENDMENTS

No.	City Project No.	Activity	HUD IDIS No.	Grant Funded	Approved Budget	Proposed Amendment	Proposed Amended Budget
1	19005	Senior Center Roof Replacement	638	B-18-MC-06-0532	$ 231,902	Cancel Project	$ 0
2	19003	Restroom Renovation at Senior Center	636	B-18-MC-06-0532	$ 200,000	Increase Funding	$ 300,000

These changes in CDBG-funded projects require amendments to the City's Action Plan, requiring a 30-day public review period, as well as consideration by the governing body in a public hearing. The public review period began on March 4, 2020. No comments have been received as of the writing time of this report.

The amendments require HUD approval. Prior to the award of contract, staff made HUD aware of how the City intended to proceed. HUD advised staff that the project could be awarded contingent on HUD approval and that related expenditures should not exceed the approved budget at the time of the award until the City receives the HUD approval for the amendments.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve the staff recommendation
2. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact

FISCAL IMPACT:

There is sufficient CDBG funding available to carry out the proposed amendments. There will be no impact to the General Fund resulting from the Amendment. If not approved, another source of funding would need to be identified to cover the cost of the project.

Attachments

Attachment 1 - Resolution 2020-18 (Budget Amendment)

Exhibit 1 - BA 044 - 2020-04-07 (Project No. 19003)

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure
Enhance City Programs and Activities

ATTACHMENT NO. 1

RESOLUTION NO. 2020-18

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 (PROJECT NO. 19003)

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 a public meeting on June 18, 2019, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2019 and ending June 30, 2020; and

WHEREAS, during the scoping and bidding for the Cortez Park restroom is was determined a budget was increase was needed due to the extensive nature of the required renovations; 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, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The budget amendment relayed to Community Development Block Grant funds for Fiscal Year 2019-20 reflected in Exhibit No. 1 attached hereto is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 7th day of April 2020.

_____

Tony Wu
Mayor

APPROVED AS TO FORM **ATTEST**

Thomas P. Duarte
City Attorney

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. 2020-18 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of April, 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 # 044
Posted By:
Date Posted:

Date: 4/7/2020
Requested by: Kelly McDonald
Dept/Div: Public Services

Fiscal Year: 2019-2020
Amount: $ 100,000.00
Senior Center Restroom
(Project No. 19003)

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
19005.131.7500	Sr Ctr Roof Replacement	231,902.00	(231,902.00)	-
		-	-	-
				-
19003.131.7500	Restroom Renovation at Sr Ctr	200,000.00	100,000.00	300,000.00
				-
				-
				-
		-	-	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

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

REASON/JUSTIFICATION (Please be specific)

Estimated cost of Restroom Renovation at Senior Center Project No. 19003 greater than budgeted.

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

AGENDA ITEM NO. 13

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 7, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: FISCAL YEAR 2019-20 CAPITAL IMPROVEMENT PROGRAM STATUS UPDATE PRESENTATION

RECOMMENDATION:

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

1. Provide Input and Direction to staff; and
2. Receive and File the Fiscal Year 2019-20 Capital Improvement Program (CIP) Projects Status Update.

BACKGROUND:

A capital improvement program (CIP) is a plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. The plan provides a link to the annual budget. State planning law requires that the City Planning Commission review the CIP to ensure that it is consistent with the General Plan.

Project delivery is the key. As part of the process, the majority of the CIP projects that are fully funded require to go through complex and often lengthy steps leading into their implementation and construction phase. The steps include: project planning, scope of improvements, preliminary cost estimating, design phase which often requires issuing Request for Proposals (RFPs) for design consultant selection, preparation of bid documents which comprises construction plans, specifications and cost estimates, authorization to bid, bidding, bid evaluation, recommendation for award of construction contract, and finally construction.

On August 20, 2019, the City Council approved a Professional Services Agreement with Transtech Engineers, Inc. to provide City and Traffic Engineering Services. The CIP projects management component was amended to their agreement and approved by the Council on February 4, 2020. Transtech Engineers have been focused on prioritizing CIP projects as directed by City staff, and have made excellent progress toward their implementation.

DISCUSSION:

The purpose of this report to City Council is:
a) to provide an overview of the progress made on CIP projects up to current date;
b) highlight projects staff anticipates completing before the end of the current fiscal year;
c) to introduce new information sheet for each CIP project; and
d) schedule a date in June 2020 to review and approve the proposed trued-up five-year CIP budget document.

In conjunction with the staff report, the City Council will receive a PowerPoint presentation by Transtech

Engineers and City staff to review and provide input and direction on the progress of the following high priority CIP projects. The projects have been categorized into:
a) Projects currently in progress and have been worked on since Transtech Engineers were brought on board; and
b) Upcoming projects that are anticipated to meet major milestones by the end of the current fiscal year.

Projects Currently in Progress:

1. Major Street Rehabilitation – Cameron Avenue, from Azusa Avenue to Barranca Street - Construction is completed, currently in close-out phase, final reimbursement request submitted to Caltrans in February 2020.
2. Upgrades for 2700 Azusa Avenue Sewer Lift Station - Construction anticipated to commence May 2020 and complete Fall of 2020.
3. Pavement Management Program (PMP) Update - Professional Services Agreement was approved and awarded by City Council in February 2020, work is currently in progress with an anticipated completion in Summer of 2020
4. Assessment Engineering Services - Professional Services Agreement was approved and awarded by City Council in February 2020 as annual contract, work is currently in progress
5. FY 2017-18 Residential Streets Rehabilitation - Construction started March 2020, anticipated completion June 2020
6. Cortez Parking Lot Rehabilitation - Construction started March 2020, anticipated completion in May 2020
7. Restroom Renovation at Senior Center - Construction contract was awarded by the City Council in February 2020, project is anticipated to be under construction this month and be completed in Summer of 2020

Upcoming Projects:

8. Fiscal Year 2019-20 Residential Streets Rehabilitation - Recommendation to award the construction contract is on tonight's Council agenda and if approved, anticipated completion is by June 2020
9. Pedestrian Improvements at Orange Avenue and Durness Street - Recommendation to award the construction contract is on tonight's Council agenda and if approved, anticipated completion is Summer of 2020
10. National Pollutant Discharge Elimination System Permit Compliance - RFPs were issued early part of March 2020 and proposals were received on March 26, 2020 and currently being reviewed. Recommendation for consultant selection and award of Professional Services Agreement in May 2020
11. Tree Trimming Service - The City maintains its urban forest through a contractual tree maintenance service. This fiscal year, 2019-20, trees in the city right-of-way are on a five-year trim cycle. As costs have escalated, this service will be put out for RFP. A Maintenance Services Agreement will be recommended for City Council approval in Summer of 2020.
12. Fiscal Year 2020-21 Residential Streets Rehabilitation - Project design phase is anticipated to commence in Summer of 2020 with the construction phase by early 2021
13. Major Street Rehabilitation – Azusa Avenue within the City limits - Project design phase is anticipated to commence in Summer of 2020 with the construction phase by early 2021

Prepared by: Okan Demirci, PE, CIP Manager

Fiscal Impact

FISCAL IMPACT:
None.

Attachments

Attachment - CIP Presentation

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

Presented To

The City Council of West Covina

April 7, 2020

Fiscal Year 2019-20 Capital Improvements Program (CIP) Status Update Presentation



PRESENTATION OVERVIEW

- ✓**Status of CIP Projects Currently in Progress**
- ✓Upcoming CIP Projects Update
- ✓CIP Projects Estimated Timeline

CIP PROGRAM OVERVIEW

As part of the CIP program management, below are the major steps:

- ✓ Project planning
- ✓ Scope of improvements
- ✓ Preliminary cost estimating
- ✓ Design phase (RFPs for design consultant selection)
- ✓ Preparation of bid package documents (plans, specifications, estimates)
- ✓ Authorization to bid, bidding, bid evaluation, recommendation for award of construction contract
- ✓ Construction
- ✓ Construction management & administration
- ✓ Project closeout
- ✓ Funding administration

CIP PROGRAM OVERVIEW

The Capital Improvement Program is divided into eight categories representing different project types:

1. Buildings
2. Parks
3. Streets
4. Traffic Signals
5. Sewer
6. Vehicles
7. IT Infrastructure
8. Regional Projects

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

MAJOR STREET REHABILITATION – CAMERON AVENUE

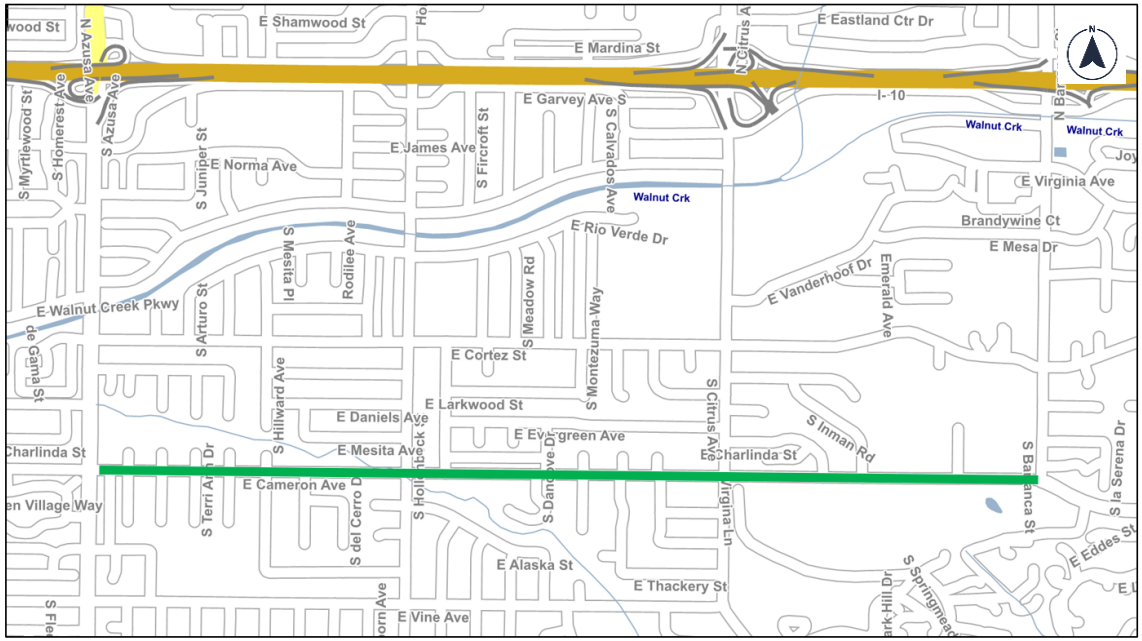
Project Name: Major Street Rehabilitation – Cameron Avenue
(Federal Project Closeout)

Project No: 17003

Project Description: Pavement rehabilitation at Cameron Avenue between Azusa Avenue and Barranca Street.

Total Project Cost: $1.0m

Project Status: Federal project closeout and final reimbursement request to Caltrans was submitted in February 2020. Project closed out.



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

UPGRADES FOR 2700 AZUSA AVENUE SEWER LIFT STATION

Project Name: Upgrades for 2700 Azusa Avenue Sewer Lift Station

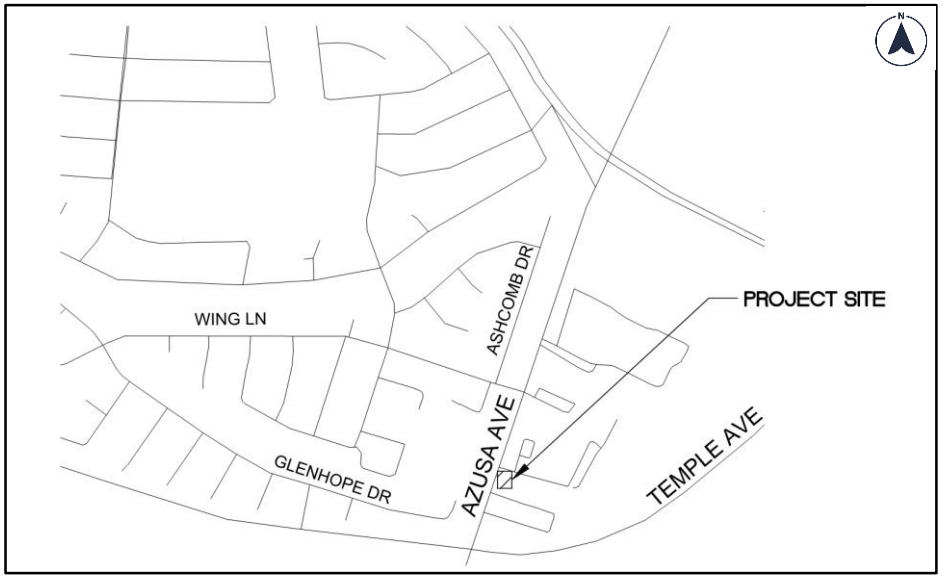
Project No: 17022

Project Description: Work includes construction of a sewer lift station at 2700 Azusa Avenue.

Total Project Estimate: $2.8m

Project Status: Construction is scheduled to commence in May 2020.

Anticipated Completion: Fall 2020



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE

Project Name: Pavement Management Program (PMP) Update

Project No: 20003

Project Description: Update of City's Pavement Management Program (PMP). PMP is a planning tool to review and determine street segments to include in street pavement rehab projects on an annual basis cost effectively.

Total Project Estimate: $75k

Project Status: Professional services contract was awarded in February 2020. Work is in progress.

Anticipated Completion: Summer 2020



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

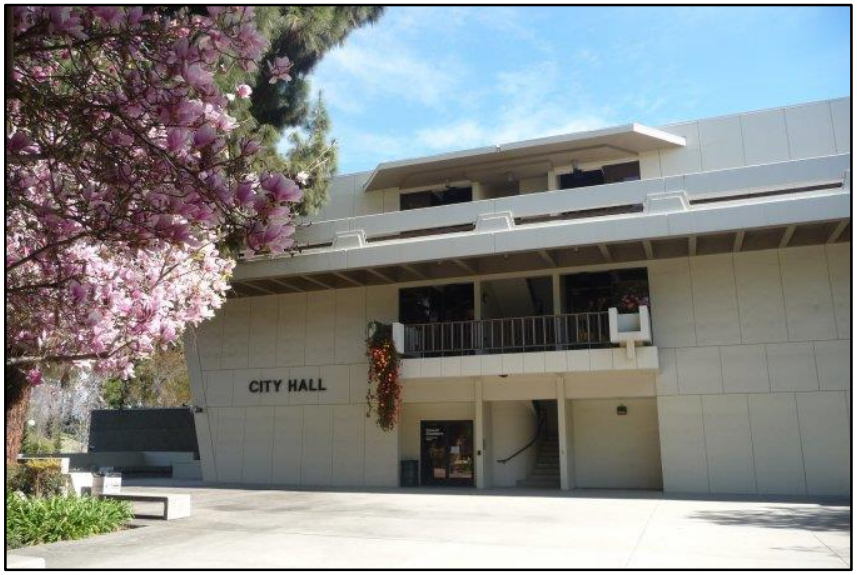
ASSESSMENT ENGINEERING SERVICES

Project Name: Assessment Engineering Services

Project Description: Assessment Engineering Services to update the tax rolls for the City's existing Citywide Sewer Services Charges and City's existing Special Assessment Districts including Coastal Sage and Scrub, CFD 2009-1, and CFD 1989-1, Landscape Maintenance District Nos. 1, 2, 4, 6, 7, and Citywide Lighting and Maintenance District.

Total Project Estimate: $140k

Project Status: Professional services contract was awarded in February 2020. Work is in progress. Annual services contract.



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

FY 2017-18 RESIDENTIAL STREETS REHABILITATION

Project Name: FY 2017-18 Residential Streets Rehabilitation

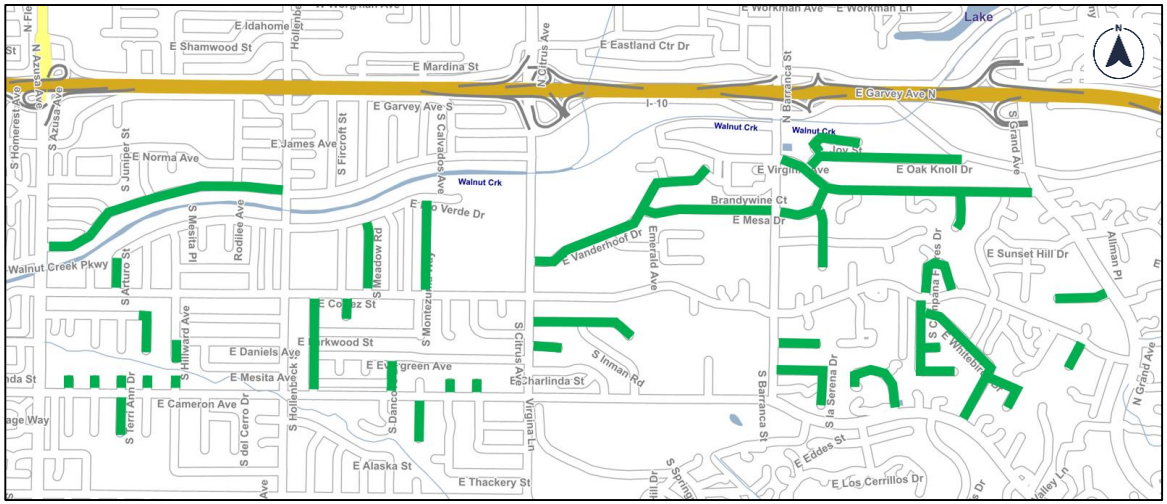
Project No: 18032

Project Description: Pavement rehabilitation at various residential streets. Rehab improvements include asphalt overlay, slurry seal, cape seal, concrete curb ramps, sidewalk, curb and gutter and striping. Total rehabilitation area is 1.2 million square feet.

Total Project Estimate: $1.3m

Project Status: Construction started in April 2020

Anticipated Completion: June 2020



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

CORTEZ PARKING LOT REHABILITATION

Project Name: Cortez Parking Lot Rehabilitation

Project No: 19007

Project Description: Pavement rehabilitation at Cortez Park parking lot (thru Citrus Street). Rehab improvements include asphalt overlay, pothole repairs, concrete sidewalk, gutter, signing and striping. Total rehabilitated area is 45k square feet.

Total Project Estimate: $0.2m

Project Status: Construction started in April 2020

Anticipated Completion: May 2020



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

RESTROOM RENOVATION AT SENIOR CENTER

Project Name: Restroom Renovation at Senior Center

Project No: 19003

Project Description:
Restroom renovation at men's and women's restroom at the Senior Center Facility located at 2501 Cortez St.

Total Project Estimate: $0.3m

Project Status: Construction contract was awarded in March 17, 2020 City Council meeting. Preconstruction coordination is in progress.

Anticipated Completion: Summer 2020



PRESENTATION OVERVIEW

- ✓Status of CIP Projects Currently in Progress
- ✓**Upcoming CIP Projects Update**
- ✓CIP Projects Timeline

UPCOMING CIP PROJECTS UPDATE

FY 2019-20 RESIDENTIAL STREETS REHABILITATION

Project Name: FY 2019-20 Residential Streets Rehabilitation

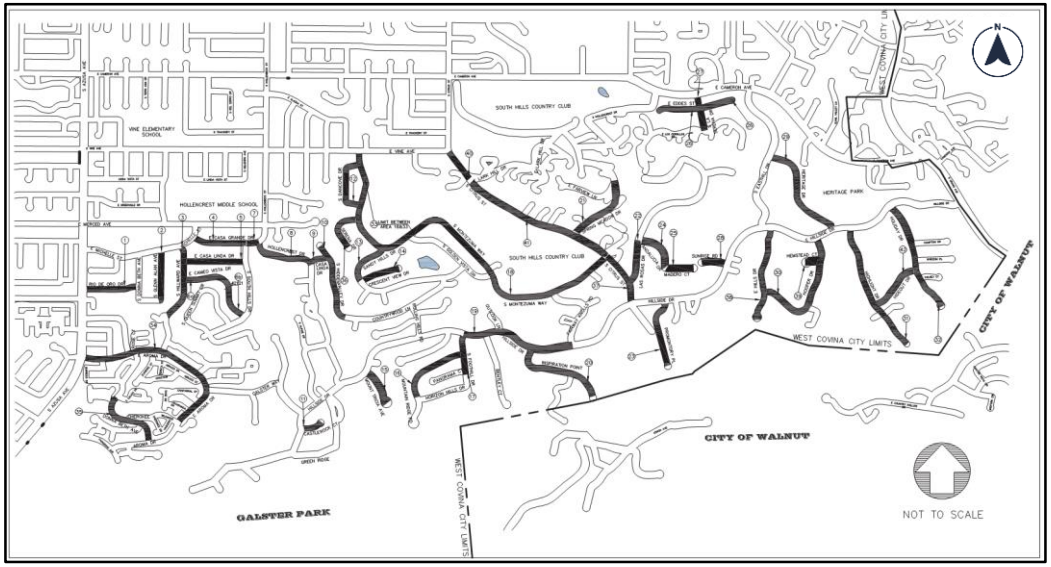
Project No: 20011

Project Description: Pavement rehabilitation at various residential streets. Rehab improvements include asphalt overlay, microsurfacing, slurry seal and striping. Total rehabilitation area is 1.7 million square feet.

Total Project Estimate: $1.2m

Project Status: Construction contract award is scheduled in April 7, 2020 City Council meeting

Anticipated Completion: June 2020



UPCOMING CIP PROJECTS UPDATE

PEDESTRIAN IMPROVEMENTS AT ORANGE AVENUE AND DURNESS ST

Project Name: Pedestrian Improvements at Orange Avenue and Durness St

Project No: 19027

Project Description: Work includes pedestrian safety and roadway drainage improvements including new concrete storm drain catch basin, concrete curb ramp, crosswalk and striping by Orangewood Elementary School.

Total Project Estimate: $0.1m

Project Status: Construction contract award is scheduled in April 7, 2020 City Council meeting

Anticipated Completion: Summer 2020



UPCOMING CIP PROJECTS UPDATE

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT COMPLIANCE

Project Name: National Pollutant Discharge Elimination System Permit Compliance

Project Description: NPDES permit compliance services including MS4 and General Industrial permit compliance services

Project Status: Proposals were received in March 26, 2020. Anticipated contract award is Spring 2020. Annual services contract.



UPCOMING CIP PROJECTS UPDATE

TREE TRIMMING SERVICES

Project Name: Tree Trimming Services

Project Description: Tree Trimming services maintenance contract including maintenance districts and parks.

Project Status: Anticipated contract award is Spring 2020. Annual services contract.



UPCOMING CIP PROJECTS UPDATE

FY 2020-21 RESIDENTIAL STREETS REHABILITATION

Project Name: FY 2020-21 Residential Streets Rehabilitation

Project No: New Project (to be assigned)

Project Description: Pavement rehabilitation at various residential streets as recommended by City Pavement Management Program.

Project Status: Project design phase will commence by new fiscal year.

Anticipated Completion: Early 2021



UPCOMING CIP PROJECTS UPDATE

MAJOR STREET REHABILITATION – AZUSA AVENUE (DESIGN PHASE)

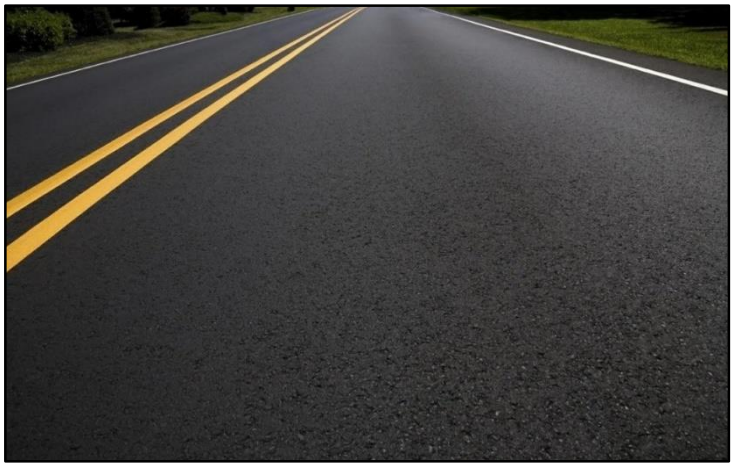
Project Name: Major Street Rehabilitation – Azusa Avenue (Design Phase)

Project No: 19006/18005

Project Description: Pavement rehabilitation at Azusa Avenue within City limits as recommended by City Pavement Management Program.

Project Status: Project design phase will commence by new fiscal year, and is anticipated to be completed in 2021.

Anticipated Completion: 2021



PRESENTATION OVERVIEW
CIP Projects Timeline

- ✓Status of CIP Projects Currently in Progress
- ✓Upcoming CIP Projects Update
- ✓**CIP Projects Estimated Timeline**

CITY OF WEST COVINA

Capital Improvement Projects (CIP) Schedule

Engineering Department

Design | Bid Advertisement / Analysis / Award | Construction | Misc Coordination

Revised on 3/29/2020

Project No	Project	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
17022	**Upgrades for 2700 Azusa Swr Lift Station**															
	Preconstruction/Material Procurement															
	Construction (including maintenance)															
18032	**Residential Street Rehab - Annual Prgm (FY 17/18)**															
	Construction															
19003	**Restroom Renovation at Senior Center**															
	Construction Bid Advertisement / Award															
	Construction															
19007	**Cortez Park Parking Lot-Citrus Entrance**															
	Construction															
19027	**Pedestrian Imp. at Orange Ave and Durness St**															
	Construction Bid Advertisement / Award															
	Construction															
20003	**Pavement Management Plan Update**															
	Preparation of Pavement Management Program															
20008	**Curb Access Ramp Program**															
	Design / Preparation of PS&E (Bid Package)															
	Construction Bid Advertisement / Award															
	Construction															

STATUS OF CIP PROJECTS CURRTING IN PROGRESS

CITY OF WEST COVINA

Capital Improvement Projects (CIP) Schedule

Engineering Department

Design | Bid Advertisement / Analysis / Award | Construction | Misc Coordination

Revised on 3/29/2020

Project No	Project	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
20009	**Replace Sliding Doors at Senior Center**															
	Design / Preparation of PS&E (Bid Package)															
	Construction Bid Advertisement / Award															
	Construction															
20011	**Residential Street Rehabilitation Annual Program (FY 19/20)**															
	Construction Bid Advertisement / Award															
	Construction															
19006/18005	**Major Street Rehab - Azusa Ave**															
	Design / Preparation of PS&E (Bid Package)															
	Construction Bid Advertisement / Award															
	Construction															
N/A	**Citywide Assessment Engineering Services**															
	RFP Advertisement / Award															
N/A	**NPDES Permit Compliance**															
	RFP Advertisement / Award															
N/A	**Tree Trimming Services**															
	RFP Advertisement / Award															