



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

NOVEMBER 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

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings. 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 June 18, 2020, the California Department of Public Health issued guidance mandating that people in California wear cloth face coverings in specified circumstances, including when they are inside of, or in line to enter, any indoor public space.

Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, the City Council Chambers will have limited seating available on a first-come, first-served basis for members of the public to attend and participate in the City Council meeting in person. All persons attending the meeting are required to wear cloth face coverings and observe social distancing protocols.

Members of the public may also watch City Council the meeting live on the City's website at: <https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas> under the "Watch Live" tab or through the West Covina City YouTube channel at www.westcovina.org/LIVE.

If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting live via the links set forth above.

REMOTE PUBLIC PARTICIPATION:

In lieu of attending the meeting in person, members of the public can submit public comments via email or address the City Council by telephone using the methods described below.

EMAILED PUBLIC COMMENT.

Members of the public can submit public comments to the City Clerk via e-mail at City_Clerk@westcovina.org. The subject line should specify "Oral Communications – 11/17/2020". Please include your full name and address in your e-mail. All emails received by 4:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting. No comments will be read out loud during the meeting. All comments received by the start of the meeting will be made part of the official public record of the meeting.

TELEPHONIC ACCESSIBILITY. Members of the public that wish to address the Council by telephone during Oral

Communications or a public hearing may contact the City Clerk by email City_Clerk@westcovina.org or by telephone (626) 939-8433 by 5:30 P.M. on the day of the Council meeting for instructions regarding addressing the City Council by telephone during the meeting.

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

AMERICANS WITH DISABILITIES ACT

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

AGENDA MATERIAL

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

NOTICE

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

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

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

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

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

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

RULES OF DECORUM

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

AGENDA

CITY OF WEST COVINA **CITY COUNCIL/SUCCESSOR AGENCY**

TUESDAY NOVEMBER 17, 2020, 7:00 PM
REGULAR MEETING

INVOCATION

Led by Minister Christine Giddings from Murph-Chapel St. Paul A.M.E. Church.

PLEDGE OF ALLEGIANCE

Led by Councilman Castellanos

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificate to Miss California, Miss Madison Villanueva
- Certificate to Steve Bennett for donation to the Senior Meals Program
- Proclamation for Small Business Saturday
- Update by CalTrans on freeway improvements and maintenance efforts

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) **OCTOBER 20, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES
OCTOBER 20, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES**

It is recommended that the City Council approve the October 20, 2020, Closed Session Meeting Minutes, and the October 20, 2020 Regular 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 Claim and direct that the claimants be notified:

1. Eddie Ortiz vs. City of West Covina

INVESTMENT REPORT

- 3) **CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED SEPTEMBER 30, 2020**

It is recommended that the City Council receive and file the Investment Report for the month ended September 30, 2020.

CITY ATTORNEY'S OFFICE

- 4) **CONSIDERATION OF ENGAGEMENT OF RONALD P. SLATES IN CONNECTION WITH WEST COVINA V. BOB'S TOWING SERVICES MATTER**

It is recommended that the City Council authorize the City Manager to negotiate and execute any documents necessary for the continued engagement of Ronald P. Slates, a Professional Corporation, to provide legal services to the City in connection with the *West Covina v. Andar Al-Badawi et al.* (Bob's Towing Services) matter.

CITY CLERK'S OFFICE

- 5) **CONSIDERATION OF APPROVAL OF AMENDMENTS TO THE CITY OF WEST COVINA'S CONFLICT OF INTEREST CODE**

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

RESOLUTION NO. 2020-115 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF WEST COVINA

CITY MANAGER'S OFFICE

- 6) **CONSIDERATION OF SECOND AMENDMENT TO LEASE FOR INSTALLATION OF CELL TOWER EMERGENCY GENERATOR AT SHADOW OAK AND CAMERON PARKS**

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

1. Authorize the City Manager to negotiate and execute a Second Amendment to Option and Lease Agreement with CCATT LLC (commonly known as Crown Castle) for installation of emergency backup generator at Shadow Oak Park, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute the Memorandum of Second Amendment to Option and Lease Agreement for Shadow Oak Park, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute a Second Amendment to Option Lease Agreement with CCATT LLC (commonly known as Crown Castle) for installation of emergency backup generator at Cameron Park, in substantially the form as attached and in such final form as approved by the City Attorney; and
4. Authorize the City Manager to negotiate and execute the Memorandum of Second Amendment to Option and Lease Agreement for Cameron Park, in substantially the form as attached and in such final form as approved by the City Attorney.

7) **CONSIDERATION OF BUDGET AMENDMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS, AND PARKS AND STREET IMPROVEMENTS**

It is recommended that the City Council approve the following Resolutions:

1. **RESOLUTION NO. 2020-110 – 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 (Close 19-20)**
2. **RESOLUTION NO. 2020-111 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (Open 20-21)**

8) **CONSIDERATION OF RESOLUTION NO. 2020-116 EXTENDING THE LOCAL EMERGENCY DECLARATION**

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

RESOLUTION NO. 2020-116 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020 AND OCTOBER 20, 2020

9) **CONSIDERATION OF RESOLUTION RATIFYING USE OF PEG FUNDS FOR THE EMERGENCY PURCHASE OF COUNCIL CHAMBERS AUDIO SYSTEM**

It is recommended that the City Council approve a resolution approving a budget amendment and ratifying the use of dedicated funding through the public, educational and governmental (PEG) fund (Account No. 205.80.7001.7900) for the emergency purchase of the new City Council Chambers audio system from Key Code Media, Inc., in the amount of \$75,210.38.

COMMUNITY DEVELOPMENT

10) **CONSIDERATION OF APPROVAL OF THE TRAFFIC COMMITTEE MEETING MINUTES AND TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE OCTOBER 13, 2020 TRAFFIC COMMITTEE MEETING**

It is recommended that the City Council approve the Traffic Committee Meeting Minutes and Traffic Committee recommendations from the October 13, 2020 Traffic Committee Meeting for the following items:

- a. **“Lane Ends” Signage Consideration and Review on Vincent Avenue**
 - i. **Request:** The City of West Covina received a resident request to review the existing lane and roadway conditions on Vincent Avenue north of the 10-Freeway WB exit to consider installation of signage that will show that the number three lane ends along Vincent Avenue just north of the 10-Freeway WB exit.
 - ii. **Review Standard:** After a thorough review of existing field conditions, it was determined that the “Lane Ends” (W4-2) and the (W9-1) signs be installed on the east side of Vincent Avenue north of the 10-Freeway. This will remind motorists that there is a reduction in the number of traffic lanes for NB travel along Vincent Avenue. It is also recommended to install Lane-Reduction Transition Pavement Arrows per section 3B.09 of CAMUTCD.
 - iii. **Recommendation:** It was unanimously recommended to install the following signage and pavement legend markings: (1) Install “Lane Ends” (W4-2) symbol sign and (W9-1) Right Lane Ends sign on the east side of Vincent Avenue to warn motorists that the lane ends, per Section 2C.42 of the CAMUTCD. This will provide motorists with a reminder that the lane is ending so that the motorists can prepare to merge left. (2) Install Lane-Reduction Transition Pavement Arrows along Vincent Avenue, per Section 3B.09 of the CAMUTCD. This will guide traffic through transition areas where the number of through lanes is reduced, as shown above in CAMUTCD Figure 3B-14 (CA).
- b. **Parking Conditions Review on Lakes Drive (West of Glendora Avenue)**
 - i. **Request:** The City of West Covina received a request from a business owner located at The Colony at the NW corner of Lakes Drive and Glendora Avenue. The business owner requested that the angled parking spaces on Lakes

Drive west of Glendora Avenue be posted for 2-hour parking like those on Glendora Avenue as well as one space dedicated as a loading zone for deliveries. The business owner indicated that he observed that most of these spaces, since they are not time restricted, appear to be used by The Lakes residents. According to the resolution approved by City Council for The Colony development, the 53 on-street parking spaces would be available for use by guests, employees, and customers with resident parking provided onsite within the parking structure.

- ii. **Review Standard:** The recommendation is based on the existing parking conditions on the adjacent street on Glendora Avenue and will allow for time limit parking options for customers as well as visitors of the Colony and the Apartment complex across the street. There will be eight spaces available with no parking restrictions posted.
- iii. **Recommendation:** It was unanimously recommended to install 2-hour parking signs along the front of the angled parking spaces along Lakes Drive west of Glendora Avenue for the spaces between Glendora Avenue and the entrance to the parking structure. This will provide approximately 15 spaces posted for 2-hour parking in addition to two ADA parking spaces and leaves the eight spaces west of the parking garage entrance unposted. The 2-hour parking signs will not be posted in front of the 2 blue ADA spaces. Although the applicant requested a dedicated loading space, there is a space striped for no parking that can be used for quickly loading and unloading; therefore, no dedicated space for an unloading zone will be marked.

FIRE DEPARTMENT

11) CONSIDERATION OF PURCHASE ORDER WITH LIFE-ASSIST, INC. FOR FIRE DEPARTMENT EMERGENCY MEDICAL SUPPLIES

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

1. Approve, by a majority vote of the entire City Council, dispensing with formal bidding procedures and requirements in connection with the procurement of emergency medical supplies by finding that it would be impracticable and uneconomical to comply with such requirements and it would promote the public interest to dispense with such requirements, in accordance with the requirements of Section 2-330(b) of the West Covina Municipal Code; and
2. Authorize the City Manager to negotiate and execute a purchase order with Life-Assist, Inc. for a total of five (5) years in an annual amount not-to-exceed \$150,000.

12) CONSIDERATION OF CONTRACT WITH COLE HUBER LLP IN CONNECTION WITH THE BKK LANDFILL LOCAL ENFORCEMENT AGENCY

It is recommended that the City Council authorize the City Manager to negotiate and execute any documents necessary for the continued engagement of Cole Huber LLP to provide legal services to the City in connection with the BKK Landfill Local Enforcement Agency.

HUMAN RESOURCES/RISK MANAGEMENT

13) CONSIDERATION OF AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. FOR BROKER AND ADMINISTRATION SERVICES FOR THE EMPLOYEE BENEFITS PROGRAM

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

1. Approve the Professional Services Agreement with Alliant Insurance Services, Inc., for employee benefit consulting services, for a term through June 30, 2021; and
2. Authorize the City Manager to negotiate and execute the Professional Services Agreement.

POLICE DEPARTMENT

14) CONSIDERATION OF AWARD OF BID FOR TOYOTA VEHICLES FOR POLICE DEPARTMENT DETECTIVES

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

1. Find that Toyota of Huntington Beach is the lowest priced responsive bidder for four Toyota vehicles for Police Department Detectives;
2. Approve a purchase order agreement with Toyota of Huntington Beach totaling \$161,394.44, from account #117.31.3130.7170; and
3. Authorize the City Manager to negotiate and execute any documents required in connection with the purchase.

15) CONSIDERATION OF POLICE DEPARTMENT VEHICLE EQUIPMENT AND CONVERSION PURCHASES

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

1. Pursuant to Section 2-333(i)(2) of the West Covina Municipal Code, waive the formal bidding requirements and procedures set forth in Section 2-333 of the West Covina Municipal Code in connection with the procurement of public safety vehicle equipment and installation services from Black and White Emergency Vehicles, LLC based upon the Purchasing Officer's determination that the City of Arcadia obtained a bid from Black and White Emergency Vehicles, LLC pursuant to formal contract procedures at least as rigorous as those of West Covina; and
2. Authorize the City Manager to execute purchase orders with Black & White Emergency Vehicles, LLC for public safety vehicle equipment and installation services for a period that coincides with the City of Arcadia's purchase orders.

16) CONSIDERATION OF EXPENDITURES OF FISCAL YEAR 2020-21 SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT FUNDS

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

1. Appropriate expenditures from the Fiscal Year (FY) 2020-21 Supplemental Law Enforcement Services Account (SLESA) funds, totaling an estimated \$161,021, for frontline law enforcement items detailed in the attached budget amendment.
2. Adopt the attached resolution authorizing the necessary budget amendment:

RESOLUTION NO. 2020-102 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (2020-21 SLESA FUNDS)

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

December 1, 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 STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: OCTOBER 20, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION
MEETING MINUTES
OCTOBER 20, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION
MEETING MINUTES**

RECOMMENDATION:

It is recommended that the City Council approve the October 20, 2020, Closed Session Meeting Minutes, and the October 20, 2020 Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 10/20/2020 Closed Session Minutes Draft

Attachment No. 2 - 10/20/2020 Regular Session Minutes Draft

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



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 20, 2020, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
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

CALL TO ORDER

A Closed Session Meeting was called to order by Mayor Wu on Tuesday, October 20, 2020 at 6:00 p.m., in the Management Resource Center Conference Room on the 3rd Floor, 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, Bruce Lindsay Deputy City Attorney, Helen Tran Human Resources Director, Robbeyn Bird Finance Director, Paulina Morales Economic Development Manager, Richard Bell Police Chief, Myrna Castanon Outside Counsel.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

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

1. City of West Covina v. Bob's Towing Services and Recovery, Inc. et al, (Los Angeles Superior Court Case No.: 19STCV17274)
2. Jesse Miller V. City of West Covina, et al. (Los Angeles Superior Court Case No.: 8STCV08613)

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Pursuant to Government Code § 54956.9(d)(2) Number of Cases: Two (2)

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code § 54957.6 City Negotiators: Carmany, Duarte Employee Organizations

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

Unrepresented Employee Group

- Department Heads

ADJOURNMENT

The Closed Session Meeting adjourned at 6:55 p.m., by Mayor Wu. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday, November 17, 2020 at 6:00 p.m. in the Management Resource Center Conference Room, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 20, 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

MINUTES

INVOCATION

Led by Pastor Mason Okubo from Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE

Led by Councilmember Shewmaker

ROLL CALL

Council Members

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica 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.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code § 54956.9(d)(4)

Number of Cases: Five (5)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

1) Property: APN No. 8474-011-028

Agency Negotiator: Carmany, Persico, Morales, Duarte

Negotiating Parties: Waterford Property Company

Under Negotiation: Terms of Purchase and Sale Agreement

2) Property: APN No. 8486-008-905

Agency Negotiator: Carmany, Persico,

Negotiating Parties: Neryssa Flores

Under Negotiation: Lease Terms

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT FROM CLOSED SESSION

City Attorney Thomas P. Duarte reported that no reportable action was taken during the closed session meeting.

PRESENTATIONS

- November 3, 2020 Election Presentation

ORAL COMMUNICATIONS - Five (5) minutes per speaker

- Gabriel Padua Rodriguez
- Mark Villanueva
- Steve Bennett
- JD
- Sophia Chavira

CITY MANAGER'S REPORT

Presentation given by Mr. Carmany.

CONSENT CALENDAR

ACTION: Motion by Councilman Castellanos, Second by Mayor Pro Tem Lopez-Viado 5-0 to: Approve Consent Calendar Items 1, 2, 3, 7, 8, 12, and 13.

ACTION: Motion by Councilman Castellanos, Second by Mayor Pro Tem Lopez-Viado Carried 5-0 to: Table Consent Calendar Item 4. (Item 4 pulled for discussion from the Consent Calendar by City Manager David Carmany).

ACTION: Motion by Councilman Castellanos, Second by Mayor Pro Tem Lopez-Viado Carried 4-1 (No: Johnson) to: Approve Consent Calendar Item 5,

ACTION: Motion by Mayor Wu, Second by Mayor Pro Tem Lopez-Viado Carried 5-0 to: Approve Consent Calendar Item 6. (Item 6 pulled for discussion from the Consent Calendar by Mayor Pro Tem Lopez-Viado).

ACTION: Motion by Mayor Pro Tem Lopez-Viado, Second by Councilman Johnson Carried 5-0 to: Approve Consent Calendar Item 9. (Item 9 pulled for discussion from the Consent Calendar by Mayor Pro Tem Lopez-Viado).

ACTION: Motion by Councilman Johnson, Second by Councilman Castellanos Carried 4-1 (No: Shewmaker) to: Approve Consent Calendar Item 10. (Item 10 pulled for discussion from the Consent Calendar by Councilmember Shewmaker).

ACTION: Motion by Councilmember Shewmaker, Second by Mayor Pro Tem Lopez-Viado Carried 4-1 (No: Johnson) to: Approve Consent Calendar Item 11 with the understanding that each firm will agree to the same terms and conditions regarding how residents are charged and that residents are charged the same amount for the same service. (Item 11 pulled for discussion from the Consent Calendar by Mayor Pro Tem Lopez-Viado).

APPROVAL OF MEETING MINUTES

- 1) **OCTOBER 6, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES**

OCTOBER 6, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES

Carried 5-0 to: approve the October 6, 2020, Closed Session Meeting Minutes, and the October 6, 2020 Regular Session Meeting Minutes.

CLAIMS AGAINST THE CITY

2) CONSIDERATION OF GOVERNMENT TORT CLAIMS

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

1. Geico ASO Ian Torres vs. City of West Covina
2. Vernanell Gibson vs. City of West Covina

CITY ATTORNEY'S OFFICE

3) CONSIDERATION OF ENGAGEMENT OF BEST BEST & KRIEGER LLP IN CONNECTION WITH THE WHITHORN V. WEST COVINA AND TAYLOR V. CITY OF WEST COVINA MATTERS

Carried 5-0 to: authorize the City Manager to negotiate and execute any documents necessary for the continued engagement of Best Best & Krieger LLP to provide legal services to the City in connection with the *Whithorn v. West Covina* and *Taylor v. City of West Covina* matters.

CITY MANAGER'S OFFICE

4) CONSIDERATION OF RESOLUTION RATIFYING USE OF PEG FUNDS THE EMERGENCY PURCHASE OF COUNCIL CHAMBERS AUDIO SYSTEM

ACTION: Motion by Councilman Castellanos, Second by Mayor Pro Tem Lopez-Viado Carried 5-0 to: Table Consent Calendar Item 4. (Item 4 pulled for discussion from the Consent Calendar by City Manager David Carmany).

It is recommended that the City Council approve a resolution approving a budget amendment and ratifying the use of dedicated funding through the public, educational and governmental (PEG) fund (Account No. 205.80.7001.7900) for the emergency purchase of the new City Council Chambers audio system from Key Code Media, Inc., in the amount of \$75,210.38.

5) CONSIDERATION OF RESOLUTION NO. 2020-105 CLARIFYING THE CITY MANAGER'S EMERGENCY POWERS AND EXTENDING THE LOCAL EMERGENCY DECLARATION

Carried 4-1 (No: Johnson) to: adopt the following resolution:

RESOLUTION NO. 2020-105 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020 AND SEPTEMBER 15, 2020, AND OCTOBER 6, 2020.

6) CONSIDERATION OF A RESOLUTION NO. 2020-107 EXPRESSING OPPOSITION TO STATE PLANNING AND ZONING LEGISLATION THAT DIMINISHES LOCAL CONTROL

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2020-107 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, EXPRESSING OPPOSITION TO STATE PLANNING AND ZONING LEGISLATION THAT USURPS LOCAL CONTROL AND EXPRESSING SUPPORT FOR CALIFORNIA CITIZENS FOR LOCAL CONTROL

COMMUNITY DEVELOPMENT

7) CONSIDERATION OF ARCHITECTURAL SERVICES CONSULTANT LIST

Carried 5-0 to: take the following actions:

1. Approve Gynne Pugh Urban Studio and KTG Architecture + Planning for the architectural services consultant list. The cost of these services shall be paid by project applicants through a reimbursement agreement.
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with Gynne Pugh Urban Studio and KTG Architecture + Planning for architectural consulting services for a two-year period, commencing October 20, 2020 and ending October 19, 2022, with a possible two-year extension.

8) CONSIDERATION OF APPROVAL OF THE TRAFFIC COMMITTEE MEETING

**MINUTES AND TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE
SEPTEMBER 8, 2020 TRAFFIC COMMITTEE MEETING**

Carried 5-0 to: approve the Traffic Committee Meeting Minutes and Traffic Committee recommendations from the September 8, 2020 Traffic Committee Meeting for the following item:

1. Parking Conditions Review on Fairgrove Avenue

- a. **Request:** The City received a request from the West Covina Police Department to review the existing parking conditions on Fairgrove Avenue due to various complaints received regarding loitering, littering, and trespassing/congregating in the undeveloped areas past the gates.
- b. **Review Standard:** The CAMUTCD Section 2B.46. Parking, Standing, and Stopping Signs (R7 and R8 Series) states the following: “No Parking Anytime – Parking should be prohibited at locations where the prohibition is necessary to accommodate other activities and objectives, such as street sweeping, snow removal, public safety or preferential parking” and that “The NO PARKING ANY TIME with arrow (R28(CA)) or without arrow (R26(CA)) signs may be used to inform motorists of a parking prohibition at a specific location.
- c. **Recommendation:** It was unanimously recommended to install No Parking signs along the segment to serve as a productive countermeasure to improve public safety along this segment of Fairgrove Avenue per the CAMUTCD which includes the installation of signs on both sides of the segment indicating the “No Parking” limits.

**9) CONSIDERATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR FISCAL
YEAR 2017-18 RESIDENTIAL STREET REHABILITATION PROGRAM – PROJECT
NO. SP-18032**

Carried 5-0 to: take the following actions:

1. Accept project completion for Fiscal Year 2017-18 Residential Street Rehabilitation Program (Project No. SP-18032) as performed by Onyx Paving Company, Inc., with a final contract amount of \$1,360,000; and
2. Authorize the recordation of Notice of Completion with the Los Angeles County Recorder and the release of retention funds 35 days thereafter.

FINANCE DEPARTMENT

**10) CONSIDERATION OF AUGUST FINANCIAL REPORT FOR FISCAL YEAR 2020-
21**

Carried 4-1 (No: Shewmaker) to: receive and file the August Financial Report for Fiscal Year 2020-21 and adopt Resolution No. 2020-108 to approve the budget amendments attached to the report:

RESOLUTION NO. 2020-108 – A RESOLUTION OF THE CITY COUNCIL OF

**THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BUDGET
AMENDMENTS FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND
ENDING JUNE 30, 2021**

FIRE DEPARTMENT**11) CONSIDERATION OF PROFESSIONAL SERVICE AGREEMENTS FOR FIRE PREVENTATION PLAN CHECK SERVICES**

Carried 4-1 (No: Johnson) to: take the following with the understanding that each firm will agree to the same terms and conditions regarding how residents are charged and that residents are charged the same amount for the same service.

1. Approve, by a majority vote of the entire City Council, dispensing with formal bidding procedures and requirements in connection with the procurement of plan check services by finding that it would be impracticable and uneconomical to comply with such requirements and it would promote the public interest to dispense with such requirements, in accordance with requirements of Section 2-330(b) of the West Covina Municipal Code.
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with Susan Privitera-Johnson dba KJ Consultants for Fire Prevention plan check and inspection services, for a term of one (1) year, with option to extend the agreement for a maximum of four (4) successive one (1) year periods, in an annual amount not-to-exceed \$30,000.
3. Authorize the City Manager to negotiate and execute a Professional Services with MAK Fire Protection Engineering and Consulting, Inc. for Fire Prevention plan check services, for a term of one (1) year, with the option to extend the agreement for a maximum of four (4) successive one (1) year periods, in an annual amount not-to-exceed \$15,000.
4. Authorize the City Manager to negotiate and execute a Professional Services Agreement with PE Consulting Group, for Fire Prevention plan check services, for a term of one (1) year, with the option to extend the agreement for a maximum of four (4) successive one (1) year periods, in an annual amount not-to-exceed \$15,000.
5. Authorize the City Manager to negotiate and execute future amendments to the agreements.

POLICE DEPARTMENT**12) CONSIDERATION OF PURCHASE OF SIMULATOR TRAINING TECHNOLOGY EQUIPMENT FOR POLICE DEPARTMENT**

Carried 5-0 to: take the following action:

1. In accordance with Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-

333 (i)(2), and the findings of the West Covina Finance Department, find that the U.S. General Services Administration (GSA) purchase contract #GS-00F-113DA satisfies West Covina's bid process, and authorize the purchase of a comprehensive simulator training system, directly from Meggitt Training Systems, for a total of \$50,295.77, including taxes and fees, using previously appropriated federal asset forfeiture funds.

PUBLIC SERVICES

13) WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2019-2020 ANNUAL REPORT

Carried 5-0 to: receive and file this report.

END OF CONSENT CALENDAR

PUBLIC HEARINGS

14) PUBLIC HEARING TO CONSIDER CODE AMENDMENT NO. 20-07 TO ALLOW REGULATE OFF-SALE (RETAIL SALES FOR OFF-SITE CONSUMPTION) OF BEER AND WINE AS AN ACCESSORY USE TO A SERVICE STATION

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 at 8:15 p.m. Planning Manager Jo-Ann Burns presented the report with the use of a Power Point presentation.

Public Comments in Favor:

Herb Redholtz
Eddie Elder
Isaac Alston
Sally Morales
Oscar Tiscareno
Rommel Ciprano
Edward Rigazzi
Satihder Shoker

Public Comments in Opposition:

Brian Tabatabai
Fredrick Sykes
Dana Sykes
Steve Bennett
Eileen Miranda Jimenez
Minerva Avila
Francis
JD
Robert Torres

END OF PUBLIC COMMENT

Mayor Wu closed the public hearing at 9:19 p.m.

ACTION: Substitute Motion by Councilmember Shewmaker, Second by Councilman Johnson Failed 2-3 (No: Castellanos, Lopez-Viado, Wu) to: approve the first reading and bring it back for second reading with the requested information.

ACTION: Motion by Mayor Wu, Second by Mayor Pro Tem Lopez-Viado Carried 4-1 (No: Johnson) to: Table Item 14 to a future meeting. (Council has requested data be gathered on gas stations that sell beer and wine from various Cities.)

Table Code Amendment No. 20-07 by:

1. Conducting a public hearing regarding Code Amendment No. 20-07; and
2. Introducing for first reading, by title only, further reading waived, the following ordinance:

ORDINANCE NO. 2474 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ALLOW ALCOHOL (BEER AND WINE) SALES AT SERVICE STATIONS

Council recessed at 9:59 p.m. and reconvened at 10:05 p.m. with all Council Members present.

DEPARTMENTAL REGULAR MATTERS**CITY MANAGER’S OFFICE**

- 15) **CONSIDERATION OF RESOLUTION 2020-104 CONFORMING A WASTE MANAGEMENT AGENCY AND DESIGNATING A LOCAL ENFORCEMENT AGENCY FOR ENFORCEMENT OF A SOLID WASTE MANAGEMENT PROGRAM**

ACTION: Motion by Councilman Johnson, Second by Councilman Castellanos Carried 5-0 to: take the following actions:

1. Adopt a resolution confirming a Waste Management Enforcement Agency and designating a Local Enforcement Agency (Attachment No. 1):

RESOLUTION NO. 2020-104 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A WASTE MANAGEMENT ENFORCEMENT AGENCY AS A DIVISION OF THE FIRE DEPARTMENT AND DESIGNATING A LOCAL ENFORCEMENT AGENCY FOR ENFORCEMENT OF A SOLID WASTE MANAGEMENT PROGRAM IN THE CITY OF WEST COVINA

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

None

CITY COUNCIL COMMENTS

None

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Pro Tem Lopez-Viado, and the meeting was adjourned at 10:55 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, November 17, 2020 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 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 Claim and direct that the claimants be notified:

1. Eddie Ortiz vs. City of West Covina

BACKGROUND:

The Government Claims Act, commonly referred to as the Tort Claims Act, governs the filing of claims against a government entity. The Tort Claims Act is found in Division 3.6 of Title 1 of the California Government Code (Govt. Code § 810 et seq.). Generally, most actions seeking money or damages against a public entity must be preceded by a proper administrative claim. Claims for wrongful death, personal injury, or damage to personal property must be presented within six (6) months of the accrual of the cause of action. Other claims must be presented within one (1) year of the accrual of the cause of action.

DISCUSSION:

As all claims should be considered potential lawsuits, 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, Director of Human Resources/Risk Management Department

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED SEPTEMBER 30, 2020

RECOMMENDATION:

It is recommended that the City Council receive and file the Investment Report for the month ended September 30, 2020.

BACKGROUND:

California Government Code Section 53646 requires that cities report detailed information on all securities, investments, and monies of the City and to report the market value of the investments held. California Government Code Section 53601 and the City's Investment Policy define the types of investments allowed. The City's Investment Policy was last revised and adopted by the City Council on July 2, 2019. The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue.

DISCUSSION:

The Investment Report (Attachment No. 1) presents the City's and the Successor Agency's cash and investments for the month ended September 30, 2020. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as, reporting of the market value of the investments held. All the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months. The City's surplus funds are deposited with the Local Agency Investment Fund (LAIF) and Chandler Asset Management (Attachment No. 2).

At September 30, 2020, the investment portfolio had a market value of \$76,820,036 and the bond reserves had a market value of \$23,077,998.

Prepared by: Robbeyn Bird, Finance Director

Additional Approval: David Carmany, City Manager

Attachments

Attachment No. 1 - September 2020 Investment Report

Attachment No. 2 - Chandler Report

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

**City of West Covina
Investment Report
For the Month Ended September 30, 2020**

Description	Book Value	Market Value	Interest/ Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Wells Fargo Checking Account	\$ 5,566,237	\$ 5,566,237	0.00%	n/a	5.57%
Pacific Western Bank Checking - HPP (CDBG)	3,664	3,664	0.00%	n/a	0.00%
Pacific Western Bank Checking - HPP (LMIHF)	2,064	2,064	0.00%	n/a	0.00%
Los Angeles County Investment Pool (LACIP)	-	-	0.68%	n/a	0.00%
Los Angeles County Investment Pool (LACIP) - CFD	-	-	0.68%	n/a	0.00%
Local Agency Investment Fund (LAIF)	67,426,040	67,426,040	1.22%	n/a	67.49%
Wells Fargo Checking Account - Successor Agency	2,268,404	2,268,404	0.00%	n/a	2.27%
Wells Fargo Checking Account - CFD	1,213,673	1,213,673	0.00%	n/a	1.21%
Investments - Chandler Asset Management					
Asset-Backed Securities	53,890	54,086	0.20%	See attached	0.05%
Federal Agencies	-	-	0.00%	See attached	0.00%
Collateralized Mortgage Obligation	148,548	150,429	1.45%	See attached	0.15%
Money Market Funds	135,439	135,439	0.01%	See attached	0.14%
US Treasury	-	-	0.00%	See attached	0.00%
Total Cash and Investments	\$ 76,817,959	\$ 76,820,036			
Bond Reserves					
Lease Revenue Bonds, 2006 Series A & 2006 Series B (Taxable)					
First American Treasury Obligations Fund Class D	\$ 1,071,000	\$ 1,071,000	0.01%	n/a	1.07%
First American Treasury Obligations Fund Class D	585,372	585,372	0.01%	n/a	0.59%
1996 Special Tax Refunding Bonds - Successor Agency					
First American Treasury Obligations Fund Class D	5,002,670	5,002,670	7.01%	9/1/2022	5.01%
Income Cash	-	-	1.87%	n/a	0.00%
First American Treasury Obligations Fund Class D	-	-	0.00%	n/a	0.00%
Lease Revenue Bonds - 2020 Series A (Taxable)					
First American Treasury Obligations Fund Class Z	16,418,956	16,418,956	0.01%	8/1/2035	16.44%
First American Treasury Obligations Fund Class D	-	-	0.01%	n/a	0.00%
Total Bond Reserves	\$ 23,077,998	\$ 23,077,998			
Total Investment Portfolio	\$ 99,895,957	\$ 99,898,034			100.00%

Blended Yield of Cash and Investments *	0.69%
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Benchmarks:	
LAIF	0.69%
LACIP	0.68%
6mo U.S. Treasury	0.11%
2yr U.S. Treasury	0.13%
5yr U.S. Treasury	0.28%

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

PREPARED BY:


Robbeyn Bird - Finance Director

REVIEWED BY:

Colleen B. Rozatti - City Treasurer

APPROVED BY:


David Carmany - City Manager



City of West Covina Short Term - Account #10479

MONTHLY ACCOUNT STATEMENT

SEPTEMBER 1, 2020 THROUGH SEPTEMBER 30, 2020

Chandler Team:

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

Custodian

US Bank
Christopher Isles
(503) 464-3685

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.37
Average Coupon	1.72%
Average Purchase YTM	1.47%
Average Market YTM	0.67%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.61 yrs
Average Life	0.38 yrs

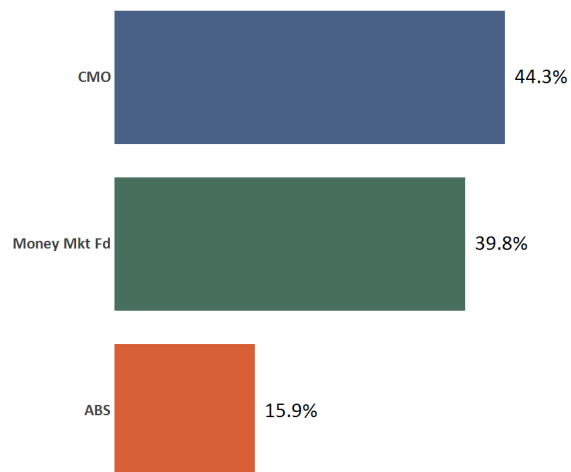
ACCOUNT SUMMARY

	Beg. Values as of 8/31/20	End Values as of 9/30/20
Market Value	339,689	339,954
Accrued Interest	444	423
Total Market Value	340,133	340,377
Income Earned	516	466
Cont/WD		-67
Par	336,703	337,167
Book Value	337,458	337,877
Cost Value	339,333	339,850

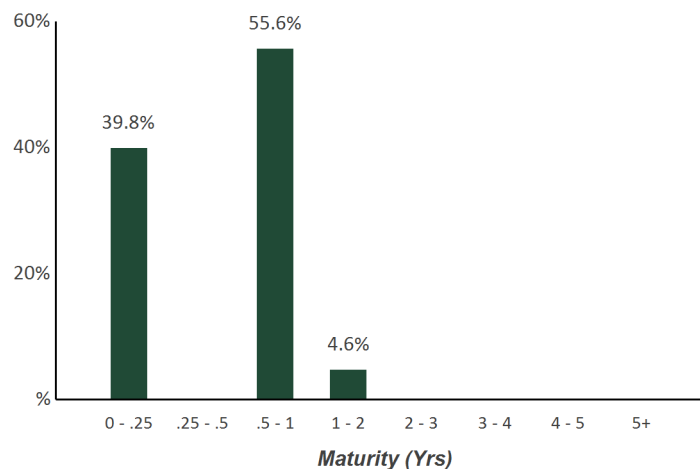
TOP ISSUERS

Federal Home Loan Mortgage Corp	44.3%
First American Govt Oblig Fund	39.8%
Honda ABS	11.3%
John Deere ABS	4.6%
Total	100.0%

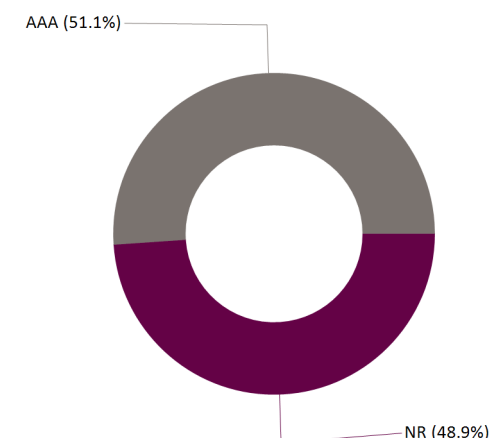
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				7/31/2016
					2YRS	3YRS	5YRS	10YRS	
City of West Covina Short Term	0.09%	0.18%	1.70%	2.27%	3.10%	2.23%	N/A	N/A	1.76%
ICE BAML 1-3 Yr US Treasury/Agency Index	0.03%	0.11%	3.03%	3.56%	3.95%	2.64%	N/A	N/A	1.95%

Statement of Compliance

As of September 30, 2020



City of West Covina

Assets managed by Chandler Asset Management are in full compliance with state law and the District's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	No limitations	Complies
Municipal Securities	"A" or higher by a NRSRO; 30% maximum; 5% max per issuer	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% max; 10% max per issuer; Unsubordinated obligations issued by: IBRD, IFC, IADB	Complies
Medium Term Notes	"A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S.	Complies
Collateralized Certificates of Deposit	25% maximum	Complies
Negotiable Certificates of Deposit	"A" rated or better by a NRSRO; 30% maximum	Complies
Banker's Acceptances	40% maximum; 30% max per one commercial bank; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 rating or higher by both S&P and Moody's; 25% maximum; 5% per issuer; 270 days max maturity; Eligible paper is limited to corporations organized and operating within the U.S. with total assets of at least \$500 million	Complies
Asset-Backed Securities/ Mortgage-Backed Securities	"AA" or better by a NRSRO; "A" rated issuer rating or higher by a NRSRO; 20% maximum	Complies*
Money Market Mutual Funds	"AAA" rated or highest rating by a NRSRO; 20% maximum; 10% per fund	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements	Complies
Repurchase Agreements	20% maximum; 100 days max maturity; collateralized 102% of market value; Not used by investment adviser	Complies
Local Agency Investment Fund (LAIF)	Maximum program; Not used by investment adviser	Complies
Los Angeles County Investment Pool	Maximum program; Not used by investment adviser	Complies
Max per Security Type	No more than 40% of the City's total portfolio shall be invested in a single security type or with a single financial institution	Complies
Max per Issuer	No more than 5% in any single issuer except US Gov, Agencies, Supranationals, Money Market Funds, LAIF, or LGIP	Complies
Maximum Maturity	5 years	Complies

*Account is terminating and liquidating all positions as they mature.

Reconciliation Summary

As of September 30, 2020



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$337,457.51
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$22,362.50	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$22,362.50
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$67.18	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$21,832.19	
Total Dispositions		\$21,899.37
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$43.39)	
		(\$43.39)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$337,877.25

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$113,143.91
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$529.80	
Dividend Received	\$0.51	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$21,832.19	
Total Acquisitions	\$22,362.50	
<u>Dispositions</u>		
Withdrawals	\$67.18	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$67.18	
ENDING BOOK VALUE		\$135,439.23

Holdings Report

As of September 30, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	6,941.72	04/27/2018 2.62%	6,833.80 6,913.13	100.11 0.36%	6,949.20 5.18	2.04% 36.07	Aaa / AAA NR	0.88 0.08
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	31,363.02	02/19/2019 2.77%	31,361.00 31,362.26	100.25 0.10%	31,440.50 31.15	9.25% 78.24	NR / AAA AAA	0.97 0.09
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,000.75	07/11/2017 1.83%	1,000.67 1,000.73	100.05 0.15%	1,001.30 0.81	0.29% 0.57	Aaa / NR AAA	1.04 0.03
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	14,614.68	02/21/2018 2.68%	14,613.64 14,614.29	100.55 0.35%	14,694.63 17.28	4.32% 80.34	Aaa / NR AAA	1.55 0.24
Total ABS		53,920.17	2.71%	53,809.11 53,890.41	0.20%	54,085.63 54.42	15.91% 195.22	Aaa / AAA AAA	1.12 0.13
CMO									
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	147,807.22	01/04/2018 2.37%	150,601.71 148,547.61	101.77 1.45%	150,429.32 368.41	44.30% 1,881.71	NR / NR AAA	0.99 0.79
Total CMO		147,807.22	2.37%	150,601.71 148,547.61	1.45%	150,429.32 368.41	44.30% 1,881.71	NR / NR AAA	0.99 0.79
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	135,439.23	Various 0.01%	135,439.23 135,439.23	1.00 0.01%	135,439.23 0.00	39.79% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		135,439.23	0.01%	135,439.23 135,439.23	0.01%	135,439.23 0.00	39.79% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL PORTFOLIO		337,166.62	1.47%	339,850.05 337,877.25	0.67%	339,954.18 422.83	100.00% 2,076.93	Aaa / AAA AAA	0.61 0.37
TOTAL MARKET VALUE PLUS ACCRUED						340,377.01			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2020	31846V203	0.51	First American Govt Obligation Fund Class Y	1.000	0.01%	0.51	0.00	0.51	0.00
Purchase	09/15/2020	31846V203	3,644.07	First American Govt Obligation Fund Class Y	1.000	0.01%	3,644.07	0.00	3,644.07	0.00
Purchase	09/15/2020	31846V203	981.78	First American Govt Obligation Fund Class Y	1.000	0.01%	981.78	0.00	981.78	0.00
Purchase	09/15/2020	31846V203	2,505.07	First American Govt Obligation Fund Class Y	1.000	0.01%	2,505.07	0.00	2,505.07	0.00
Purchase	09/18/2020	31846V203	14,653.06	First American Govt Obligation Fund Class Y	1.000	0.01%	14,653.06	0.00	14,653.06	0.00
Purchase	09/25/2020	31846V203	578.01	First American Govt Obligation Fund Class Y	1.000	0.01%	578.01	0.00	578.01	0.00
Subtotal			22,362.50				22,362.50	0.00	22,362.50	0.00
TOTAL ACQUISITIONS			22,362.50				22,362.50	0.00	22,362.50	0.00
DISPOSITIONS										
Paydown	09/15/2020	43811BAC8	3,629.27	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		3,629.27	14.80	3,644.07	0.00
Paydown	09/15/2020	47788BAD6	978.78	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		978.78	3.00	981.78	0.00
Paydown	09/15/2020	47788CAC6	2,467.21	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		2,467.21	37.86	2,505.07	0.00
Paydown	09/18/2020	43814WAB1	14,547.85	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		14,547.85	105.21	14,653.06	0.00
Paydown	09/25/2020	3137BFDQ1	209.08	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		209.08	368.93	578.01	0.00
Subtotal			21,832.19				21,832.19	529.80	22,361.99	0.00
Security Withdrawal	09/03/2020	31846V203	25.51	First American Govt Obligation Fund Class Y	1.000		25.51	0.00	25.51	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	09/25/2020	31846V203	41.67	First American Govt Obligation Fund Class Y	1.000		41.67	0.00	41.67	0.00
Subtotal			67.18				67.18	0.00	67.18	0.00
TOTAL DISPOSITIONS			21,899.37				21,899.37	529.80	22,429.17	0.00
OTHER TRANSACTIONS										
Dividend	09/01/2020	31846V203	113,143.91	First American Govt Obligation Fund Class Y	0.000		0.51	0.00	0.51	0.00
Subtotal			113,143.91				0.51	0.00	0.51	0.00
TOTAL OTHER TRANSACTIONS			113,143.91				0.51	0.00	0.51	0.00



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF ENGAGEMENT OF RONALD P. SLATES IN CONNECTION WITH WEST COVINA V. BOB'S TOWING SERVICES MATTER

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to negotiate and execute any documents necessary for the continued engagement of Ronald P. Slates, a Professional Corporation, to provide legal services to the City in connection with the *West Covina v. Andar Al-Badawi et al.* (Bob's Towing Services) matter.

BACKGROUND:

On or about November 26, 2019, the City Manager entered into an Attorney-Client Retainer Agreement with Ronald P. Slates, a Professional Corporation, for the firm to provide legal services to the City in connection with the *City of West Covina v. Andar Al-Badawi et al.* (Bob's Towing Services) matter.

Staff now seeks City Council authorization for the City Manager to negotiate and execute any documents necessary for the continued engagement of Ronald P. Slates in connection with the litigation.

DISCUSSION:

Ronald Slates is the lead attorney representing the City in the *Bob's Towing Services* matter. Mr. Slates has extensive experience handling commercial debt collection matters.

OPTIONS:

The City Council has the following options:

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

Prepared by: Thomas P. Duarte, City Attorney

Fiscal Impact

FISCAL IMPACT:

Pursuant to the Retainer Agreement, the firm is paid the following hourly rates, reduced by 75%:

- Ronald P. Slates - \$595.00/hour
- Senior Attorneys/"Of Counsel" Attorneys - \$550.00/hour
- Associate Attorneys - \$495.00/hour
- Senior Paralegals - \$395.00/hour
- Paralegals - \$295.00/hour

The firm will also receive 39% of any monies collected as a result of the litigation. The retainer fees will be charged to account number 110.11.1140.6111.

Attachments

Attachment No. 1 - Ronald Slates Attorney Retainer 2

ATTORNEY-CLIENT RETAINER AGREEMENT
(HYBRID)

We appreciate the opportunity to act as your lawyers. The purpose of this Retainer Agreement is to set forth the basic terms of this engagement, including the anticipated scope of services and billing practices.

Client Name: City of West Covina

Client Address: 1444 West Garvey Ave.
West Covina, CA 91790

Client Phone: (626) 939-8401

Client Fax: _____

Principal Contact: David Carmany, City Manager

Contact Address: 1444 W. Garvey Ave S, West Cova, CA

Contact Phone: 714-446-1400 x. 242 Bruce Lindsay

Contact Cell: _____

Contact E-Mail: bal@jones-mayer.com Bruce A. Lindsay, referring attorney

Drivers License No. _____ State _____

Date of Birth _____ Social Security No. _____

I. the CLIENT herewith retain RONALD P. SLATES, P.C. ("Attorneys"), as CLIENT'S ATTORNEY AT LAW to represent CLIENT in: its claim against Bob's Towing Services and Recovery Inc., Safeway Towing Service, Inc., Bandar Al-Badawi and Omaymah El Kurdi

LASC
(Court With Jurisdiction)

19STCV17274
(Case No.)

and any subsequent matters referred to Attorney.

Statute of Limitations (if any):

This Retainer Agreement does NOT include the representation of CLIENT with respect to any other matter except as specifically specified herein. Further, this Retainer does not provide for services to be rendered with respect to any writs, appellate court proceedings, pre-trial appeals, post-trial appeals, post-judgment enforcement and post-judgment remedies on any such judgment or the taking or filing of any appeal from a final order or judgment, without the prior and further written understanding and agreement between Attorneys and CLIENT.

CLIENT(s) is/are aware that this agreement involves a contingent fee and that contingent fee agreements are subject to California Business and Professions Code § 6147, a copy of which is attached hereto, unless Attorney is herein retained to represent CLIENT(s) in an action for professional negligence against a health care provider. As required by California Business and Professions Code § 6147 (a) (4), CLIENT(s) acknowledge(s) awareness that this contingent fee is not set by law and was negotiable and has in fact been negotiated between CLIENT(s) and Attorney.

II. In addition to the contingent fee agreed upon as set forth herein below, CLIENT promises, agrees to and shall pay and be responsible for payment of all costs billed and/or advances made on behalf and for the benefit of CLIENT. Such costs include, but are not limited to, filing and service fees, court reporter and deposition transcript costs, messenger costs, postage costs, photocopy costs, telephone and fax costs, and investigator fees, any other costs advanced by Attorney, and said costs shall be deducted from the recovery or settlement, if not paid for sooner by CLIENT(s). However, Attorney shall have no obligation hereunder to advance said costs.

CLIENT(s) and Attorney have agreed that the compensation and remuneration that CLIENT(s) shall pay to Attorney as his fee are as follows:

Attorney shall reduce his hourly rates (which presently are Managing Attorney Ronald P. Slates - \$595.00 per hour; Senior Attorneys and "Of counsel" - \$550.00 per hour; Associate Attorneys - \$495.00 per hour; Senior Paralegal - \$395.00 per hour; Paralegal - \$295.00 per hour; and In-house Investigator/ Registered Process Server Carl Knapp - \$225.00 per hour by SEVENTY-FIVE PERCENT (75%) AND RECEIVE THIRTY-NINE PERCENT (39%) OF ANY AND ALL (GROSS) MONIES COLLECTED plus costs.


(Client Initials)

Initial and Continuing Retainer

CLIENT agrees to compensate Attorneys by means of an Initial Retainer and a Continuing Retainer. CLIENT agrees to pay Attorneys a retainer in the amount of \$0.00 ("the Initial Retainer") concurrently with the execution of this Agreement, which Attorneys shall deposit into a Client Trust Account. Any sums for which CLIENT is liable or becomes liable to Attorneys may be paid to Attorneys out of the Initial Retainer and Continuing Retainer funds (together, "the Retainer"). At any time that the Retainer drops below the amount of the Initial Retainer, Attorneys shall have the right to notify CLIENT of the amount of the deficiency and request that CLIENT pay to Attorneys sufficient funds ("the Continuing Retainer") to bring the amount of the Retainer on deposit in Attorneys' Client Trust Account back to the amount of the Initial Retainer, as well as to pay any other obligations owed by CLIENT. The regular monthly bill sent by Attorneys shall in all events constitute such a request by Attorneys for payment of the Continuing Retainer, although the monthly bill is not the exclusive means of making such a request. Once CLIENT has received any request by Attorneys for payment of the Continuing Retainer, CLIENT agrees to make payment of the amount of the Continuing Retainer within five (5) business days. CLIENT acknowledges that the purpose of this Retainer arrangement is to ensure that Attorneys are compensated for work performed on behalf of CLIENT promptly after those services are rendered. CLIENT further acknowledges that this Retainer arrangement is a highly material inducement by CLIENT to persuade Attorneys to enter into this Agreement rather than undertaking representation of other potential clients, and but for the existence of the CLIENT'S agreement to the provisions in this paragraph, Attorneys would, in all likelihood, decline to undertake the Scope of Representation described in this Agreement. In the event that Attorneys' representation of CLIENT terminates for any reason, Attorneys shall be obligated to refund to CLIENT any balance of the Retainer that remains following the payment of any obligations owed to Attorneys by CLIENT. This refund must occur by no later than thirty (30) days following the last payment of any sums owed by CLIENT to Attorneys.



(CLIENT INITIALS)

THERE ARE CERTAIN MINIMUM FEES CHARGED BY ATTORNEYS FOR SERVICES INCLUDING, BUT NOT LIMITED TO, ONE (1) HOUR FOR EACH ADVERSARIAL LETTER, THREE (3) HOURS EACH FOR COURT FILED COMPLAINTS AND/OR ANSWERS, PETITIONS AND/OR RESPONSES, ONE (1) HOUR FOR ANY OTHER COURT DOCUMENTS AND 2/10THS OF AN HOUR FOR TELEPHONE CALLS, DEPENDING UPON WHO IS CALLED OR WHO CALLS AND ONE (1) HOUR INITIAL MATTER ADMINISTRATIVE FEE. THESE MINIMUM CHARGES ARE MADE EVEN THOUGH THE ACTUAL AMOUNT OF TIME WHICH IS EXPENDED TO PRODUCE THESE DOCUMENTS AND MAKE THESE PHONE CALLS MAY BE LESS THAN THE MINIMUM TIME CHARGED.

Additionally, Attorneys' travel time to and from court and/or to and from any other location in connection with the representation of CLIENT concerning the litigation and the subject matter

hereof are rendered at the hourly rate designated plus costs incurred, such as parking charges, air fare, hotel charges, and other travel-related expenses.

From time to time, Attorney may offer to CLIENT a "Courtesy Discount," either through an across the board reduction or by reducing particular billing entries to \$0.00 (No Charge). Such Courtesy Discounts are given at Attorney's discretion and are made under the assumption that CLIENT will remit timely payment on Attorney's invoices. If CLIENT fails to remit payment timely, or if a dispute arises between Attorney and CLIENT regarding fees, Attorney may, at Attorney's sole discretion, charge back (or revoke) any and all said Courtesy Discounts to CLIENT as if said Courtesy Discount had ever been offered to CLIENT.

CLIENT agrees that in the event that for any reason the undersigned attorney no longer represents the CLIENT, he shall be entitled to be paid all attorney's fees and costs incurred by him in the within matter(s) upon a quantum meruit (reasonable value for services) basis. This contemplates any and all cessation of services by said attorney whether voluntary or involuntary, and the only prerequisite thereof is that CLIENT be given written notice of said cessation in the event said services are voluntarily terminated by attorney. Nothing herein shall affect CLIENT(s)'s or Attorney's rights under the Code of Ethics and the Rules of Professional Conduct, including but not limited to the right to arbitrate a disputed fee.

LIEN. A LIEN ACTS AS SECURITY FOR PAYMENT DUE TO ATTORNEY BY CLIENT(S). THIS LIEN COULD DELAY PAYMENTS TO CLIENT(S) UNTIL ANY DISPUTES OVER THE AMOUNT TO BE PAID TO ATTORNEY ARE RESOLVED. CLIENT (S) HEREBY GRANTS ATTORNEY A VOLUNTARY, SPECIFIC LIEN FOR ANY SUMS DUE AND OWING TO ATTORNEY FOR FEES AND COSTS AT THE CONCLUSION OF ATTORNEY'S SERVICES. ATTORNEY MAY FILE SAID LIEN IN ANY OTHER PENDING OR FUTURE ACTION OF CLIENT(S) WITHOUT THE NEED OF FILING A SEPARATE CLAIM OR LAWSUIT, AND ATTORNEY SHALL ALSO HAVE LIENS KNOWN TO THE COMMON LAW WHETHER OR NOT FILED. SAID LIEN MAY NOT BE AVOIDED IN BANKRUPTCY BY CLIENT(S) OR ANYONE TAKING ON HIS BEHALF BECAUSE IT IS VOLUNTARY. SAID LIEN WILL ATTACH TO ANY AND ALL REAL OR PERSONAL PROPERTY OF CLIENT'S, INCLUDING ANY RECOVERY CLIENT(S) MAY OBTAIN, WHETHER BY ARBITRATION AWARD, JUDGMENT, SETTLEMENT OR OTHERWISE, IN THIS MATTER. CLIENT(S) MAY, AND IN FACT ARE ENCOURAGED, TO SEEK THE ADVICE OF AN INDEPENDENT LAWYER OF THE CLIENT'S CHOICE ABOUT THIS LIEN AND THIS MATTER. BY INITIALING THIS PROVISION AND SIGNING THIS AGREEMENT CLIENT(S) ACKNOWLEDGES THAT HE/SHE/IT HAS/HAVE BEEN SO ADVISED AND GIVEN A REASONABLE OPPORTUNITY TO SEEK THAT ADVICE.

EXPLAINED, READ AND APPROVED:


(CLIENT INITIALS)

CLIENT(s)' signature hereon constitutes consent to (a), (b) and (c) below:

(a) CLIENT(s) recovery will be reduced by the percentage above agreed upon to be Attorney's fee, and the recovery will be further reduced by any costs and disbursements which Attorney advanced if not sooner reimbursed by CLIENT(s).

(b) CLIENT(s) shall be obligated to pay Attorney all sums owing under this retainer agreement promptly upon CLIENT(s) receiving notification of the amount owing, and Attorney may apply any sums received on CLIENT(s) behalf pursuant to this agreement toward any other such legitimate debt owing before disbursing the balance to CLIENT(s).

(c) Attorney may retain his agreed upon percentage out of the amount finally collected in full for his services.

All services rendered and costs incurred will be reflected in a monthly billing invoice indicating services rendered from on or about the 1st day of the month to or about the last day of the month. Such billing invoices shall reflect the general description of services rendered and/or costs incurred, the date of services rendered and/or costs incurred, and the amount allocated to services rendered and/or costs incurred.

Attorneys represent and warrant to CLIENT that Attorneys shall render the services herein expediently, diligently and in the pursuit of protecting and enforcing the rights, interests and remedies of CLIENT. To the extent possible, such services shall be rendered in as expedient fashion as possible, taking care and consideration of all costs and fees incurred in the rendition of such services and representations of CLIENT.

III. General Responsibilities of Attorneys and CLIENT. Attorneys will provide services of a strictly legal nature of the type generally described above. CLIENT will provide Attorneys with such factual information and materials as Attorneys may require to perform those services and will make such business or technical decisions and determinations as are appropriate. Attorneys shall inform CLIENT of any deadlines associated with said decisions. Attorneys will be relying on the completeness and accuracy of the information provided by CLIENT. It is understood that CLIENT is not relying on Attorneys for business, investment, or accounting decisions or to investigate the character or credit of persons with whom CLIENT may be dealing. Attorneys will keep CLIENT apprised of developments as necessary to perform his services and will consult with CLIENT as necessary to ensure the timely, effective, and efficient completion of his work. CLIENT is responsible for being available to communicate with Attorneys. No dismissal will be made without consent of both parties.

No guarantees, representations, warranties and the like are made as to a particular, potential or given outcome. CLIENT understands that Attorneys have advised CLIENT of the risk and various possible conclusions available in litigation and outcome at trial. CLIENT understands and acknowledges that there are no representations, warranties and/or guarantees that a given, particular or potential result is expected or will be obtained. Attorneys do represent to use its best efforts, skill and expertise in representing CLIENT concerning the subject matter hereof. Payment of fees other than contingent fees incurred does not depend on the achievement of any specific result nor is it represented that any specific result will be achieved.

CLIENT further understands and agrees that any and all prior understandings, statements, and/or agreements, whether verbal or in writing, expressed and/or implied, which are not otherwise set forth herein concerning Attorneys' representation of CLIENT in the litigation is of no legal force or effect and shall not be binding upon any of the parties.

As an integral part of Attorneys' representation of CLIENT, CLIENT agrees to and shall provide full cooperation, assistance and aid in connection with providing information, verification of facts, and otherwise in the pursuit of the claims of CLIENT and in connection with the representation by Attorneys' of CLIENT.

In the event CLIENT fails to perform in connection with payment for costs incurred and/or otherwise fails to provide cooperation to Attorneys, CLIENT understands that Attorneys, at Attorneys' option, may cease to render any further legal services in connection with the pending representation until financial arrangements are agreed upon or outstanding balances of costs due are brought current, or such other arrangements acceptable to Attorneys have been made.

Similarly, in the event of non-cooperation by CLIENT, Attorneys may, at Attorneys' option, cease to render any further legal services. In the event of either non-payment or otherwise due to non-cooperation, Attorneys may, at Attorneys' option, seek to withdraw from further representation concerning the above-referenced legal services. In the event CLIENT fails to voluntarily permit the withdrawal of Attorneys, and should Attorneys file a motion with the court seeking such removal and withdrawal as is required under California law, then any and all Attorneys' fees and costs incurred in the preparation of, filing of, and appearance on such motion shall be chargeable to and due and owing by CLIENT at the hourly rate charged by Attorneys, i.e., Managing Attorney Ronald P. Slates - \$595.00 per hour; Senior Attorneys "Of counsel" - \$550.00 per hour; Associate Attorneys - \$475.00 per hour; Senior Paralegal - \$395.00 per hour; Paralegal - \$295.00 per hour; and In-house Investigator/ Registered Process Server Carl Knapp - \$250.00 per hour.

A service charge may be added to all accounts unpaid more than thirty (30) days in the sum of ten percent (10%) per annum in the sole discretion of Attorneys and the lesser of that amount or lawful interest may be requested of any court in collection proceedings, if undertaken.

IV. CLIENT Satisfaction. Attorneys want CLIENT to be satisfied with the services provided by Attorneys. To promote full and open communication, CLIENT agrees to let Attorneys know in writing immediately of any concerns CLIENT may have about the way Attorneys are handling CLIENT's matter. This is much more effective than hearing from CLIENT at a later time when it may not be possible to take meaningful corrective steps.

V. Privacy Policy. Lawyers, as providers of certain personal services, are required in some types of matters to inform their clients of their policies regarding privacy of client information according to the Gramm-Leach Bliley Act. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by the Act. Attorneys collects nonpublic personal information about CLIENT that is provided from CLIENT or obtained by CLIENT'S authorization or consent. Attorneys will not

disclose any personal information about CLIENT or former clients to anyone, except as expressly or impliedly authorized by CLIENT to enable Attorneys to effectuate the purpose of this representation, or as permitted or required by law and any applicable ethics rules.

VI. This Retainer Agreement memorializes and represents the entire, full and complete understanding and agreement between Attorneys and CLIENT. Any and all other understandings, representations and/or agreements, written or oral, express or implied, are deemed to have merged with the terms of this Retainer Agreement and only those promises, covenants and conditions set forth herein are understood to be binding and of full legal force and effect. Neither Attorneys nor CLIENT shall rely upon any other such representations, agreements and/or understandings, written or oral, express or implied, which are not otherwise specifically stated and set forth in this Retainer Agreement.

This Retainer Agreement can only be modified and amended by another agreement in writing signed by both Attorneys and CLIENT. Any other method to effect a modification and/or amendment unless in writing signed by Attorneys and CLIENT shall be void and of no legal force or effect.

The prevailing party in any action or proceeding to enforce any provision of this agreement, including any action or proceeding commenced by Ronald P. Slates, P.C., to collect payment of CLIENT'S account, will be awarded attorneys' fees and costs incurred in that action or proceeding, including, without limitation, the value of the time spent by Ronald P. Slates, P.C. attorneys, associate attorneys, of counsel attorneys, paralegal employees, employees and/or independent contractors, to prosecute or defend such an action (calculated at the hourly rate(s) then normally charged by Ronald P. Slates, P.C. to clients which it represents on an hourly basis notwithstanding the holding in Trope v. Katz, 11 Cal. 4th 274; 45 Cal. Rptr., 2nd 241 (1995); Lucky United Properties Investment, Inc. v. Lee, 185 Cal App. 4th 125 (2010).

YOU HAVE THE RIGHT TO HAVE AN INDEPENDENT LAWYER OR ANY OTHER PERSON OF YOUR CHOICE REVIEW THIS ATTORNEY CLIENT RETAINER AGREEMENT AND GIVE YOU LEGAL AND/OR BUSINESS ADVICE CONCERNING IT BEFORE YOU SIGN IT.

This Retainer Agreement and its terms shall be equally and fairly interpreted in favor of and against Attorneys and CLIENT, it being understood and agreed that all parties had an equal opportunity to negotiate and to provide input in connection with this agreement and its drafting.

This Agreement shall in all respects be interpreted and enforced and governed by the laws of the State of California applicable to instruments, persons, transactions, entities, and subject matters, which have legal contracts and relationships solely within the State of California. The language of this Agreement, and any other documents referred to herein, shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. Venue in any cause of action accruing hereunder shall be in the Los Angeles Superior Court, Central District in Los Angeles, California, or, if applicable, the U.S. District Court for

the Central District of California, or the U.S. Bankruptcy Court for the Central District of California. This venue clause is a mandatory venue clause. It is not a permissive venue clause.

Any dispute between the parties as to attorney fees and/or costs charged under this Agreement shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide CLIENT with written notice of CLIENT's right to arbitrate under the California State Bar Act (Bus.&Prof.C. §6200 et seq.). CLIENT and Attorney may thereafter agree that the arbitration will be binding or non-binding. CLIENT may request fee Arbitration by contacting the Los Angeles County Bar Association's Fee Arbitration Program Administrator at 213-896-6426 or the State Bar's website at www.calbar.ca.gov.


Any other dispute arising under this Agreement or in connection with the provision of legal services by Attorney, including, without limitation, any claim for breach of contract, professional negligence or breach of fiduciary duty shall be brought in the Los Angeles Superior Court with venue in the Central District of Los Angeles.

THE CLIENT DECLARES AND REPRESENTS THAT HE, SHE AND/OR IT HAS HAD FULL, AMPLE AND ADEQUATE OPPORTUNITY TO REVIEW AND GIVE CONSIDERATION TO THE TERMS OF THIS RETAINER AGREEMENT. BY PLACING THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE WHERE INDICATED ON THIS RETAINER AGREEMENT, CLIENT REPRESENTS TO ATTORNEYS THAT CLIENT HAS READ, UNDERSTOOD AND AGREED TO EACH AND ALL OF THE TERMS AND CONDITIONS OF SUCH EMPLOYMENT.

No attorney-client relationship shall be established until this Agreement has been signed by both parties.

Dated: 9.3.20

CITY OF WEST COVINA (Client)

By: 
Name: David Carmany
City Manager,
Authorized Representative of Client

Dated: 9-3-20

RONALD P. SLATES, P.C. (Attorney)

BY: 
Ronald P. Slates
President

Ronald P. Slates
A Professional Corporation

ATTORNEYS AND COUNSELORS AT LAW
Specializing in Creditors' Rights, Commercial Collections, Enforcement of Judgments Nationwide
Lawful Asset Protection

RONALD P. SLATES

KEVIN A. HOANG

ATTORNEY-CLIENT RETAINER AGREEMENT
(HYBRID)

We appreciate the opportunity to act as your lawyers. The purpose of this Retainer Agreement is to set forth the basic terms of this engagement, including the anticipated scope of services and billing practices.

Client Name: City of West Covina

Client Address: 1444 West Garvey Ave.
West Covina, CA 91790

Client Phone: (626) 939-8401

Client Fax: _____

Principal Contact: David Carmany,
Chris Freeland, City Manager

Contact Address: 1444 W Garvey Ave S, West Covina, CA

Contact Phone: 714-446-1400 x. 242 Bruce Lindsay

Contact Cell: _____

Contact E-Mail: bal@jones-mayer.com Bruce A. Lindsay, referring attorney

Drivers License No. _____ State _____

Date of Birth _____ Social Security No. _____

Telephone: 213-624-1515
Telefax: 213-624-7536

500 South Grand Ave., Suite 2010
Biltmore Tower
Los Angeles, CA 90071

www.rslateslaw.com
www.ronslateslaw.com
E-mail: rslates2@rslateslaw.com

I. The CLIENT herewith retains RONALD P. SLATES, P.C. ("Attorneys"), as CLIENT'S ATTORNEY AT LAW to represent CLIENT in its claim against Bob's Towing Services and Recovery Inc., Safeway Towing Service, Inc., Bandar Al-Badawi and Omaymah El Kurdi

LASC
(Court With Jurisdiction)

19STCV17274
(Case No.)

and any subsequent matters referred to Attorney.

Statute of Limitations (if any):

This Retainer Agreement does NOT include the representation of CLIENT with respect to any other matter except as specifically specified herein. Further, this Retainer does not provide for services to be rendered with respect to any writs, appellate court proceedings, pre-trial appeals, post-trial appeals, post-judgment enforcement and post-judgment remedies on any such judgment or the taking or filing of any appeal from a final order or judgment, without the prior and further written understanding and agreement between Attorneys and CLIENT.

CLIENT(s) is/are aware that this agreement involves a contingent fee and that contingent fee agreements are subject to California Business and Professions Code § 6147, a copy of which is attached hereto, unless Attorney is herein retained to represent CLIENT(s) in an action for professional negligence against a health care provider. As required by California Business and Professions Code § 6147 (a) (4), CLIENT(s) acknowledge(s) awareness that this contingent fee is not set by law and was negotiable and has in fact been negotiated between CLIENT(s) and Attorney.

II. In addition to the contingent fee agreed upon as set forth herein below, CLIENT promises, agrees to and shall pay and be responsible for payment of all costs billed and/or advances made on behalf and for the benefit of CLIENT. Such costs include, but are not limited to, filing and service fees, court reporter and deposition transcript costs, messenger costs, postage costs, photocopy costs, telephone and fax costs, and investigator fees, any other costs advanced by Attorney, and said costs shall be deducted from the recovery or settlement, if not paid for sooner by CLIENT(s). However, Attorney shall have no obligation hereunder to advance said costs.

CLIENT(s) and Attorney have agreed that the compensation and remuneration that CLIENT(s) shall pay to Attorney as his fee are as follows:

Attorney shall reduce his hourly rates (which presently are Managing Attorney Ronald P. Slates - \$595.00 per hour, Senior Attorneys and "Of counsel" - \$550.00 per hour, Associate Attorneys - \$495.00 per hour, Senior Paralegal - \$395.00 per hour, Paralegal - \$295.00 per hour, and In-house Investigator/Registered Process Server Carl Knapp - \$225.00 per hour by FIFTY PERCENT (50%) AND RECEIVE TWENTY-FIVE PERCENT (25%) OF ANY AND ALL (GROSS) MONIES COLLECTED plus costs.

DC

(Initials)

Initial and Continuing Retainer

CLIENT agrees to compensate Attorneys by means of an Initial Retainer and a Continuing Retainer. CLIENT agrees to pay Attorneys a retainer in the amount of \$0.00 ("the Initial Retainer") concurrently with the execution of this Agreement, which Attorneys shall deposit into a Client Trust Account. Any sums for which CLIENT is liable or becomes liable to Attorneys may be paid to Attorneys out of the Initial Retainer and Continuing Retainer funds (together, "the Retainer"). At any time that the Retainer drops below the amount of the Initial Retainer, Attorneys shall have the right to notify CLIENT of the amount of the deficiency and request that CLIENT pay to Attorneys sufficient funds ("the Continuing Retainer") to bring the amount of the Retainer on deposit in Attorneys' Client Trust Account back to the amount of the Initial Retainer, as well as to pay any other obligations owed by CLIENT. The regular monthly bill sent by Attorneys shall in all events constitute such a request by Attorneys for payment of the Continuing Retainer, although the monthly bill is not the exclusive means of making such a request. Once CLIENT has received any request by Attorneys for payment of the Continuing Retainer, CLIENT agrees to make payment of the amount of the Continuing Retainer within five (5) business days. CLIENT acknowledges that the purpose of this Retainer arrangement is to ensure that Attorneys are compensated for work performed on behalf of CLIENT promptly after those services are rendered. CLIENT further acknowledges that this Retainer arrangement is a highly material inducement by CLIENT to persuade Attorneys to enter into this Agreement rather than undertaking representation of other potential clients, and but for the existence of the CLIENT'S agreement to the provisions in this paragraph, Attorneys would, in all likelihood, decline to undertake the Scope of Representation described in this Agreement. In the event that Attorneys' representation of CLIENT terminates for any reason, Attorneys shall be obligated to refund to CLIENT any balance of the Retainer that remains following the payment of any obligations owed to Attorneys by CLIENT. This refund must occur by no later than thirty (30) days following the last payment of any sums owed by CLIENT to Attorneys.

DC

(CLIENT INITIALS)

THERE ARE CERTAIN MINIMUM FEES CHARGED BY ATTORNEYS FOR SERVICES INCLUDING, BUT NOT LIMITED TO, ONE (1) HOUR FOR EACH ADVERSARIAL LETTER, THREE (3) HOURS EACH FOR COURT FILED COMPLAINTS AND/OR ANSWERS, PETITIONS AND/OR RESPONSES, ONE (1) HOUR FOR ANY OTHER COURT DOCUMENTS AND 2/10THS OF AN HOUR FOR TELEPHONE CALLS, DEPENDING UPON WHO IS CALLED OR WHO CALLS AND ONE (1) HOUR INITIAL MATTER ADMINISTRATIVE FEE. THESE MINIMUM CHARGES ARE MADE EVEN THOUGH THE ACTUAL AMOUNT OF TIME WHICH IS EXPENDED TO PRODUCE THESE DOCUMENTS AND MAKE THESE PHONE CALLS MAY BE LESS THAN THE MINIMUM TIME CHARGED.

Additionally, Attorneys' travel time to and from court and/or to and from any other location in connection with the representation of CLIENT concerning the litigation and the subject matter hereof are rendered at the hourly rate designated plus costs incurred, such as parking charges, air fare, hotel charges, and other travel-related expenses.

From time to time, Attorney may offer to CLIENT a "Courtesy Discount," either through an across the board reduction or by reducing particular billing entries to \$0.00 (No Charge). Such Courtesy Discounts are given at Attorney's discretion and are made under the assumption that CLIENT will remit timely payment on Attorney's invoices. If CLIENT fails to remit payment timely, or if a dispute arises between Attorney and CLIENT regarding fees, Attorney may, at Attorney's sole discretion, charge back (or revoke) any and all said Courtesy Discounts to CLIENT as if said Courtesy Discount had ever been offered to CLIENT.

CLIENT agrees that in the event that for any reason the undersigned attorney no longer represents the CLIENT, he shall be entitled to be paid all attorney's fees and costs incurred by him in the within matter(s) upon a quantum meruit (reasonable value for services) basis. This contemplates any and all cessation of services by said attorney whether voluntary or involuntary, and the only prerequisite thereof is that CLIENT be given written notice of said cessation in the event said services are voluntarily terminated by attorney. Nothing herein shall affect CLIENT(s)'s or Attorney's rights under the Code of Ethics and the Rules of Professional Conduct, including but not limited to the right to arbitrate a disputed fee.

LIEN: A LIEN ACTS AS SECURITY FOR PAYMENT DUE TO ATTORNEY BY CLIENT(S). THIS LIEN COULD DELAY PAYMENTS TO CLIENT(S) UNTIL ANY DISPUTES OVER THE AMOUNT TO BE PAID TO ATTORNEY ARE RESOLVED. CLIENT(S) HEREBY GRANTS ATTORNEY A VOLUNTARY, SPECIFIC LIEN FOR ANY SUMS DUE AND OWING TO ATTORNEY FOR FEES AND COSTS AT THE CONCLUSION OF ATTORNEY'S SERVICES. ATTORNEY MAY FILE SAID LIEN IN ANY OTHER PENDING OR FUTURE ACTION OF CLIENT(S) WITHOUT THE NEED OF FILING A SEPARATE CLAIM OR LAWSUIT, AND ATTORNEY SHALL ALSO HAVE LIENS KNOWN TO THE COMMON LAW WHETHER OR NOT FILED. SAID LIEN MAY NOT BE AVOIDED IN BANKRUPTCY BY CLIENT(S) OR ANYONE TAKING ON HIS BEHALF BECAUSE IT IS VOLUNTARY. SAID LIEN WILL ATTACH TO ANY AND ALL REAL OR PERSONAL PROPERTY OF CLIENT'S, INCLUDING ANY RECOVERY CLIENT(S) MAY OBTAIN, WHETHER BY ARBITRATION AWARD, JUDGMENT, SETTLEMENT OR OTHERWISE, IN THIS MATTER. CLIENT(S) MAY, AND IN FACT ARE ENCOURAGED, TO SEEK THE ADVICE OF AN INDEPENDENT LAWYER OF THE CLIENT'S CHOICE ABOUT THIS LIEN AND THIS MATTER. BY INITIALING THIS PROVISION AND SIGNING THIS AGREEMENT CLIENT(S) ACKNOWLEDGES THAT HE/SHE/IT HAS/HAVE BEEN SO ADVISED AND GIVEN A REASONABLE OPPORTUNITY TO SEEK THAT ADVICE.

EXPLAINED, READ AND APPROVED:


(CLIENT INITIALS)

CLIENT(s) signature hereon constitutes consent to (a), (b) and (c) below:

(a) CLIENT(s) recovery will be reduced by the percentage above agreed upon to be Attorney's fee, and the recovery will be further reduced by any costs and disbursements which Attorney advanced if not sooner reimbursed by CLIENT(s).

(b) CLIENT(s) shall be obligated to pay Attorney all sums owing under this retainer agreement promptly upon CLIENT(s) receiving notification of the amount owing, and Attorney may apply any sums received on CLIENT(s) behalf pursuant to this agreement toward any other such legitimate debt owing before disbursing the balance to CLIENT(s).

(c) Attorney may retain his agreed upon percentage out of the amount finally collected in full for his services.

All services rendered and costs incurred will be reflected in a monthly billing invoice indicating services rendered from on or about the 1st day of the month to or about the last day of the month. Such billing invoices shall reflect the general description of services rendered and/or costs incurred, the date of services rendered and/or costs incurred, and the amount allocated to services rendered and/or costs incurred.

Attorneys represent and warrant to CLIENT that Attorneys shall render the services herein expediently, diligently and in the pursuit of protecting and enforcing the rights, interests and remedies of CLIENT. To the extent possible, such services shall be rendered in as expedient fashion as possible, taking care and consideration of all costs and fees incurred in the rendition of such services and representations of CLIENT.

II. General Responsibilities of Attorneys and CLIENT. Attorneys will provide services of a strictly legal nature of the type generally described above. CLIENT will provide Attorneys with such factual information and materials as Attorneys may require to perform those services and will make such business or technical decisions and determinations as are appropriate. Attorneys shall inform CLIENT of any deadlines associated with said decisions. Attorneys will be relying on the completeness and accuracy of the information provided by CLIENT. It is understood that CLIENT is not relying on Attorneys for business, investment, or accounting decisions or to investigate the character or credit of persons with whom CLIENT may be dealing. Attorneys will keep CLIENT apprised of developments as necessary to perform his services and will consult with CLIENT as necessary to ensure the timely, effective, and efficient completion of his work. CLIENT is responsible for being available to communicate with Attorneys. No dismissal or settlement will be made without consent of both parties.

No guarantees, representations, warranties and the like are made as to a particular, potential or given outcome. CLIENT understands that Attorneys have advised CLIENT of the risk and various possible conclusions available in litigation and outcome at trial. CLIENT understands and acknowledges that there are no representations, warranties and/or guarantees

*other than
contingent fees DC RS*

that a given, particular or potential result is expected or will be obtained. Attorneys do represent to use its best efforts, skill and expertise in representing CLIENT concerning the subject matter hereof. Payment of fees incurred does not depend on the achievement of any specific result nor is it represented that any specific result will be achieved.

CLIENT further understands and agrees that any and all prior understandings, statements, and/or agreements, whether verbal or in writing, expressed and/or implied, which are not otherwise set forth herein concerning Attorneys' representation of CLIENT in the litigation is of no legal force or effect and shall not be binding upon any of the parties.

As an integral part of Attorneys' representation of CLIENT, CLIENT agrees to and shall provide full cooperation, assistance and aid in connection with providing information, verification of facts, and otherwise in the pursuit of the claims of CLIENT and in connection with the representation by Attorneys' of CLIENT.

In the event CLIENT fails to perform in connection with payment for costs incurred and/or otherwise fails to provide cooperation to Attorneys, CLIENT understands that Attorneys, at Attorneys' option, may cease to render any further legal services in connection with the pending representation until financial arrangements are agreed upon or outstanding balances of costs due are brought current, or such other arrangements acceptable to Attorneys have been made.

Similarly, in the event of non-cooperation by CLIENT, Attorneys may, at Attorneys' option, cease to render any further legal services. In the event of either non-payment or otherwise due to non-cooperation, Attorneys may, at Attorneys' option, seek to withdraw from further representation concerning the above-referenced legal services. In the event CLIENT fails to voluntarily permit the withdrawal of Attorneys, and should Attorneys file a motion with the court seeking such removal and withdrawal as is required under California law, then any and all Attorneys' fees and costs incurred in the preparation of, filing of, and appearance on such motion shall be chargeable to and due and owing by CLIENT at the hourly rate charged by Attorneys, i.e., Managing Attorney Ronald P. Slates - \$595.00 per hour; Senior Attorneys "Of counsel" - \$550.00 per hour; Associate Attorneys - \$475.00 per hour; Senior Paralegal - \$395.00 per hour; Paralegal - \$295.00 per hour; and In-house Investigator/Registered Process Server Carl Knapp - \$250.00 per hour.

No settlement will be made without consent of both parties. A service charge may be added to all accounts unpaid more than thirty (30) days in the sum of ten percent (10%) per annum in the sole discretion of Attorneys and the lesser of that amount or lawful interest may be requested of any court in collection proceedings, if undertaken.

IV. CLIENT Satisfaction. Attorneys want CLIENT to be satisfied with the services provided by Attorneys. To promote full and open communication, CLIENT agrees to let Attorneys know in writing immediately of any concerns CLIENT may have about the way Attorneys are handling CLIENT's matter. This is much more effective than hearing from

CLIENT at a later time when it may not be possible to take meaningful corrective steps.

V. Privacy Policy Lawyers, as providers of certain personal services, are required in some types of matters to inform their clients of their policies regarding privacy of client information according to the Gramm-Leach Bliley Act. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by the Act. Attorneys collect nonpublic personal information about CLIENT that is provided from CLIENT or obtained by CLIENT'S authorization or consent. Attorneys will not disclose any personal information about CLIENT or former clients to anyone, except as expressly or impliedly authorized by CLIENT to enable Attorneys to effectuate the purpose of this representation, or as permitted or required by law and any applicable ethics rules.

VI. This Retainer Agreement memorializes and represents the entire, full and complete understanding and agreement between Attorneys and CLIENT. Any and all other understandings, representations and/or agreements, written or oral, express or implied, are deemed to have merged with the terms of this Retainer Agreement and only those promises, covenants and conditions set forth herein are understood to be binding and of full legal force and effect. Neither Attorneys nor CLIENT shall rely upon any other such representations, agreements and/or understandings, written or oral, express or implied, which are not otherwise specifically stated and set forth in this Retainer Agreement.

This Retainer Agreement can only be modified and amended by another agreement in writing signed by both Attorneys and CLIENT. Any other method to effect a modification and/or amendment unless in writing signed by Attorneys and CLIENT shall be void and of no legal force or effect.

The prevailing party in any action or proceeding to enforce any provision of this agreement, including any action or proceeding commenced by Ronald P. Slates, P.C., to collect payment of CLIENT'S account, will be awarded attorneys' fees and costs incurred in that action or proceeding, including, without limitation, the value of the time spent by Ronald P. Slates, P.C. attorneys, associate attorneys, of counsel attorneys, paralegal employees, employees and/or independent contractors, to prosecute or defend such an action (calculated at the hourly rate(s) then normally charged by Ronald P. Slates, P.C. to clients which it represents on an hourly basis notwithstanding the holding in Trope v. Katz, 11 Cal. 4th 274; 45 Cal. Rptr., 2nd 241 (1995); Lucky United Properties Investment, Inc. v. Lee, 185 Cal App. 4th 125 (2010)).

YOU HAVE THE RIGHT TO HAVE AN INDEPENDENT LAWYER OR ANY OTHER PERSON OF YOUR CHOICE REVIEW THIS ATTORNEY CLIENT RETAINER AGREEMENT AND GIVE YOU LEGAL AND/OR BUSINESS ADVICE CONCERNING IT BEFORE YOU SIGN IT.

This Retainer Agreement and its terms shall be equally and fairly interpreted in favor of and against Attorneys and CLIENT, it being understood and agreed that all parties had an equal

opportunity to negotiate and to provide input in connection with this agreement and its drafting.

This Agreement shall in all respects be interpreted and enforced and governed by the laws of the State of California applicable to instruments, persons, transactions, entities, and subject matters, which have legal contracts and relationships solely within the State of California. The language of this Agreement, and any other documents referred to herein, shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. Venue in any cause of action accruing hereunder shall be in the Los Angeles Superior Court, Central District in Los Angeles, California, or, if applicable, the U.S. District Court for the Central District of California, or the U.S. Bankruptcy Court for the Central District of California. This venue clause is a mandatory venue clause. It is not a permissive venue clause.

Any dispute between the parties as to attorney fees and/or costs charged under this Agreement shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide CLIENT with written notice of CLIENT's right to arbitrate under the California State Bar Act (Bus. & Prof. C. §6200 et seq.). CLIENT and Attorney may thereafter agree that the arbitration will be binding or non-binding. CLIENT may request fee Arbitration by contacting the Los Angeles County Bar Association's Fee Arbitration Program Administrator at 213-896-6426 or the State Bar's website at www.calbar.ca.gov.

Any other dispute arising under this Agreement or in connection with the provision of legal services by Attorney, including, without limitation, any claim for breach of contract, professional negligence or breach of fiduciary duty shall be brought in the Los Angeles Superior Court with venue in the Central District of Los Angeles.

THE CLIENT DECLARES AND REPRESENTS THAT HE, SHE AND/OR IT HAS HAD FULL, AMPLE AND ADEQUATE OPPORTUNITY TO REVIEW AND GIVE CONSIDERATION TO THE TERMS OF THIS RETAINER AGREEMENT. BY PLACING THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE WHERE INDICATED ON THIS RETAINER AGREEMENT, CLIENT REPRESENTS TO ATTORNEYS THAT CLIENT HAS READ, UNDERSTOOD AND AGREED TO EACH AND ALL OF THE TERMS AND CONDITIONS OF SUCH EMPLOYMENT.

No attorney-client relationship shall be established until this Agreement has been signed by both parties.

Dated: 11-26-19

CITY OF WEST COVINA (Client)

By: 

Name:

Authorized Representative of Client 

Dated: _____

RONALD P. SLATES, P.C. (Attorney)

BY: _____
Ronald P. Slates
President



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF AMENDMENTS TO THE CITY OF WEST COVINA'S CONFLICT OF INTEREST CODE

RECOMMENDATION:

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

RESOLUTION NO. 2020-115 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF WEST COVINA

BACKGROUND:

Under the Political Reform Act, all public agencies are required to adopt a Conflict of Interest Code. Besides the terms of the Code, a Conflict of Interest Code designates positions required to file Statements of Economic Interests (Form 700) and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to provide transparency and accountability by providing necessary information to the public about an official's personal financial interests and serving as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

The Political Reform Act requires every local government agency to review its Conflict of Interest Codes biennially to determine if it is accurate and up-to-date and/or if it needs to be amended. The Code reviewing body for city agencies is the City Council; therefore, the City Council is required to approve the Conflict of Interest Code and any amendments for the City, the Community Development Commission, and the Successor Agency to the West Covina Redevelopment Agency. The Codes were last amended in 2018 by Resolutions Nos. 2018-136 (City's Code), 2018-137 (Community Development Commission's Code), and 2018-138 (Successor Agency's Code).

This year, staff reviewed the Conflict of Interest Codes for the City, the Community Development Commission and the Successor Agency to the West Covina Redevelopment Agency and determined that only the City's Code requires amendments.

The City Council, City Manager, City Attorney, City Treasurer, and Planning Commissioners are NOT included as "designated positions," as the disclosure obligations for these positions are set forth by Government Code section 87200 et seq.

DISCUSSION:

During this year's review, staff determined that amendments were necessary to Appendix A – Designated Positions of the City's Conflict of Interest Code to reflect positions which have been added, deleted, or undergone a title change.

Additions to Appendix A are identified as underscored and italicized in the revised document, which is attached to Exhibit A of the proposed resolution. There are only a few proposed changes. In addition, positions that are unfunded and not filled will remain as designated positions since they remain as approved job classifications in the City.

The City of West Covina incorporates the Fair Political Practices Commission's (FPPC) standardized Conflict of Interest Code as terms of the City's Code. The FPPC amends the regulation to include legislative and regulatory changes, therefore ensuring the terms of the body of the Conflict of Interest Codes are in compliance with the Political Reform Act and up to date.

Resolution No. 2020-115 adopts the City's amended Conflict of Interest Code and repeals the previous Code.

LEGAL REVIEW:

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

OPTIONS:

Biennial review of the Conflict of Interest Codes is required by law. The City Council may add or delete positions or amend disclosure categories.

Prepared by: Lisa Sherrick

Attachments

Attachment No. 1 - Resolution No. 2020-115

Attachment No. 2 - City of West Covina's Conflict of Interest Code

Attachment No. 3 - Designated Positions Appendix A

Attachment No. 4 - Disclosure Categories Appendix B

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

RESOLUTION NO. 2020-115

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, AMENDING THE
CONFLICT OF INTEREST CODE FOR THE CITY OF
WEST COVINA**

WHEREAS, the Political Reform Act (Government Code Section 81000 et seq.) requires local agencies to adopt conflict of interest codes and to review their adopted codes biennially; and

WHEREAS, the Fair Political Practices Commission has adopted California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code and which can be incorporated by reference by local agencies and may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

WHEREAS, to ensure the City of West Covina's Conflict of Interest Code is in conformity with the Political Reform Act, the City has adopted by reference California Code of Regulations, Title 2, Section 18730 by resolution and by amending resolutions thereafter; and

WHEREAS, the City Council last amended the City of West Covina's Conflict of Interest Code in December 2018 with the adoption of Resolution No. 2018-136.

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

SECTION 1. In compliance with Government Code Section 87300, the City Council of the City of West Covina hereby adopts the Conflict of Interest Code attached hereto as Exhibit A, which adopts by reference the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, together with the attached Appendices A and B, as the City of West Covina's Conflict of Interest Code.

SECTION 2. This resolution supersedes any previous resolution which adopted a Conflict of Interest Code for the City of West Covina.

SECTION 3. 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 17th day of November, 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. 2020-115 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of November, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

CONFLICT OF INTEREST CODE

CITY OF WEST COVINA

SECTION 1. AUTHORITY. This Conflict of Interest Code is adopted pursuant to and in compliance with Section 87300 of the California Government Code.

SECTION 2. STANDARDIZED CODE ADOPTED. The terms of California Code of Regulations, Title 2, Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This regulation, together with the attached Appendix "A," in which officials and employees are specified and designated, and Appendix "B," in which disclosure categories are set forth, shall constitute the Conflict of Interest Code of the City of West Covina.

SECTION 3. STATEMENTS. Individuals holding designated positions shall file statements of economic interests with the City Clerk, who shall be and will perform the duties of filing officer for the City of West Covina. All newly designated positions shall file an initial statement within thirty (30) days after the effective date of this Conflict of Interest Code. The annual statement of economic interests shall be duly filed no later than April 1 of each calendar year.

SECTION 4. EFFECTIVE DATE. This Code shall take effect immediately upon its approval by the City Council of the City of West Covina.

**CITY OF WEST COVINA
DESIGNATED POSITIONS**

A “Designated employee” is an officer, employee, member or consultant of an agency whose position is designated in the Code because the position entails the making or participation in the making of governmental decisions which may foreseeably have a material effect on any financial interest. (Government Code Section 82019)

POSITION**DISCLOSURE CATEGORY****City Clerk’s Office**

City Clerk (Elected)	1
Assistant City Clerk	3

City Manager’s Office/Community Development Commission

Assistant/Deputy City Attorney	1
Assistant City Manager	1
Deputy City Manager	1
Information Technology Manager	1
Management Analyst	2

Community Department

Assistant City Engineer	1
Building Official	2
Building Inspector	2
Community Development Commission Director	1
Community Development Director	1
Management Analyst	3
Planning Manager	6
Public Works Project Supervisor	3

Finance Department

Finance Director	1
Accounting Manager	7
Purchasing Manager	2
Management Analyst	3

Fire Department

Fire Chief	2
Assistant Chief	3
Fire Marshal	2
Management Analyst	3

Human Resources Department

Human Resources Director	1
<u>HR Analyst</u>	<u>3</u>

CITY OF WEST COVINA
DESIGNATED POSITIONS

Police Department

Police Chief	1
Police Captain	3
Police Administrative Services Manager	3

Public Services

Community Services Coordinator	2
Equipment Maintenance Supervisor	3
Management Analyst	3
<i>Maintenance Services Supervisor</i>	<u>3</u>
Public Works Supervisor	3
Public Services Manager	3
Public Services Superintendent	1
Recreation Services Supervisor	2
Senior Citizens Services Supervisor	2

Commissions/Committees

Human Resources Commission	1
Community and Senior Services Commission	1
Audit Committee	1
West Covina Community Services Foundation	1

Consultants

*

Consultants shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The executive director or executive officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The executive director’s or executive officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

ARTICLE II FILERS

Government Code § 87200 et seq. [Regs. § 18730(b)(3)]

The City Council, City Manager, City Attorney, City Treasurer and Planning commissioners are not included as “designated positions” as the disclosure obligations for these positions are set forth by Government Code Section 87200, et seq. In addition, Oversight Board Member disclosure obligations are set forth by Oversight Board Resolution OB-0014, not subject to review by the City Council.

DISCLOSURE CATEGORIES

- 1 - Persons in this category must disclose all investments and business positions in business entities, sources of income, including gifts, loans, and travel payments, and interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction.
- 2 - Persons in this category must disclose all investments and business positions in business entities and income, including gifts, loans, and travel payments, from sources which provide services, supplies, materials, machinery or equipment of the type utilized by the City of West Covina.
- 3 - Persons in this category must disclose all investments and business positions in business entities and income, including gifts, loans, and travel payments, from sources which provide services, supplies, materials, machinery or equipment of the type utilized by the department or division to which designated employee is assigned.
- 4 - Persons in this category must disclose all investments and business positions in business entities and income from sources which provide, supply, manufacture or service computer hardware or software of the type utilized by the City of West Covina.
- 5 - Persons in this category must disclose all investments and business positions in business entities and income, including gifts, loans, and travel payments, from sources which provide services, supplies, materials, machinery or equipment of the type utilized by the City of West Covina and from sources which provide, supply, manufacture or service computer hardware or software of the type utilized by the City of West Covina.
- 6 - Persons in this category must disclose all investments and business positions in business entities, including sources of income, gifts, loans, and travel payments, which engage in land development, zoning, construction, sale and/or change in use of real property in the City of West Covina, and all interests in real property within the jurisdiction.
- 7 - Persons in this category must disclose all investments and business positions in and income, including gifts, loans, and travel payments, from a) all business entities or individuals engaged in the provision of auditing and accounting services, b) financial institutions including, but not limited to, banks, savings and loan associations, and credit unions, and c) entities or persons who have filed a claim, or have a claim pending against the City of West Covina.
- 8 - Persons in this category must disclose all investments and business positions in and income, including gifts, loans, and travel payments, from all business entities or individuals engaged in the provision of personnel management services, supplies, materials or equipment.
- 9 - Persons in this category must disclose all investments and business positions in and income, including gifts, loans, and travel payments, from all business entities or individuals engaged in waste management activities, recycling, and environmental related businesses.
- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF SECOND AMENDMENT TO LEASE FOR INSTALLATION OF
CELL TOWER EMERGENCY GENERATOR AT SHADOW OAK AND CAMERON PARKS**

RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute a Second Amendment to Option and Lease Agreement with CCATT LLC (commonly known as Crown Castle) for installation of emergency backup generator at Shadow Oak Park, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute the Memorandum of Second Amendment to Option and Lease Agreement for Shadow Oak Park, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute a Second Amendment to Option Lease Agreement with CCATT LLC (commonly known as Crown Castle) for installation of emergency backup generator at Cameron Park, in substantially the form as attached and in such final form as approved by the City Attorney; and
4. Authorize the City Manager to negotiate and execute the Memorandum of Second Amendment to Option and Lease Agreement for Cameron Park, in substantially the form as attached and in such final form as approved by the City Attorney.

BACKGROUND:

The City entered into a lease dated May 17, 2005, for installation of a cell tower on approximately 265 square feet of space in the southeast corner of Shadow Oak Park adjacent to the tennis courts. The original term was for 5 years with 5, 5-year extensions. The original rent payment was \$2,000 monthly with a 3% annual increase. On February 18, 2014, the City entered into a First Amendment to the lease that increased the rent payment to \$3,200 monthly with a 3% annual increase. The final extension expires on December 8, 2035.

The City entered into a lease dated October 7, 2003, for installation of a cell tower on approximately 240 square feet of space on the eastern edge of Cameron Park adjacent to the parking lot. The original term was for 10 years with 4, 5-year extensions. The original rent payment was \$1,700 monthly with a 3% annual increase. On September 18, 2012, the City entered into a First Amendment to the lease that increased the rent payment to \$2,553 monthly with a 3% annual increase. The final extension expires on March 31, 2035.

DISCUSSION:

On July 16, 2020, the California Public Utility Commission issued a ruling in response to the catastrophic wildfires, which requires that cellphone carriers have backup power that will ensure a minimum level of cell service (Attachment No. 1). The requirement applies in Tier 2 and Tier 3 high fire areas, which includes portions of West Covina. In response, Crown Castle is seeking to expand the lease area at Shadow Oak Park and Cameron Park for installation of emergency diesel generators.

For Shadow Oak Park, the added area totals 221 square feet for the installation of the backup generator. The generator will be enclosed by a 6 foot high block wall to match the existing enclosure. No new towers will be installed. For Cameron Park, the added area totals 40 square feet. There is no enclosure nor new tower as part of this project. The emergency generator will be screened by landscaping, which is more appropriate for this location. Lease payments for each new lease area is \$400.00 monthly - the total annual lease payments will be \$9,600 annually. Installation of the generators increases reliability for cell phone customers in an emergency, but does not increase income to the carrier, therefore there is no annual cost increase. Attached are copies of the Memorandum of Second Amendment to Option and Lease Agreement for Shadow Oak Park (Attachment No. 2), Second Amendment to Option and Lease Agreement for Shadow Oak Park (Attachment No. 3), Memorandum of Second Amendment to Option and Lease Agreement for Cameron Park (Attachment No. 3), and Second Amendment to Option and Lease Agreement for Cameron Park (Attachment No. 4).

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the Memoranda of Second Amendment to Option and Lease Agreement and the Second Amendment to Option and Lease Agreements as to form.

OPTIONS:

Options available to the City Council are as follows:

1. Approve the recommendation; or
2. Provide alternative direction.

Prepared by: Mark Persico, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

The two lease amendments will generate additional General Fund revenue in the amount of \$800 monthly or \$9,600 annually - Account Number 110.00.4430.

Attachments

Attachment No. 1 - California Public Utility Commission - Emergency Generator
Attachment No. 2 - Memorandum of Lease - Shadow Oak Park
Attachment No. 3 - Second Amendment to Lease - Shadow Oak Park
Attachment No. 4 - Memorandum of Lease - Cameron Park
Attachment No. 5 - Second Amendment to Lease - Cameron Park

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



California Public Utilities Commission
505 Van Ness Ave., San Francisco

FOR IMMEDIATE RELEASE

Media Contact: Terrie Prosper, 415.703.1366, news@cpuc.ca.gov

PRESS RELEASE

Docket #: R.18-03-011

**CPUC REQUIRES WIRELESS COMPANIES TO
BETTER SERVE CUSTOMERS IN EMERGENCIES**

SAN FRANCISCO, July 16, 2020 – The California Public Utilities Commission (CPUC), in its ongoing efforts to help utilities better protect customers during emergencies, today ordered California’s wireless companies to develop comprehensive resiliency plans to ensure necessary planning and network investments are made to maintain service to customers during a disaster or power outage, including Public Safety Power Shut-offs (PSPS).

“Last October, Californians who were already impacted by power shut-offs were forced to evacuate their homes as the Kincade Fire burned uncontrolled. In moments like these, Californians rely on their cell phones to receive alerts from emergency responders and access vital evacuation websites,” said CPUC President Marybel Batjer. “Today’s Decision creates a framework to ensure that wireless networks will provide reliable access to 9-1-1, 2-1-1, emergency alerts, and crucial Internet services that are so critical to public safety and well-being in times of disaster.”

During the October and November 2019 wildfire and PSPS events, widespread reports of communications outages across all sectors were reported. Significant outages occurred on the networks supporting mobile, cable, Voice-over-Internet-Protocol (VoIP) communications, and Internet traffic. For example, 57 percent of cell sites in Marin County were out of service between October 26 and 27, 2019. Without access to 911 and the ability to reach first responders, Californians cannot access needed services, be safe, or even function in an emergency.

Under today’s Decision, wireless providers must:

- Submit to the CPUC within 60 days **emergency operations plans** that detail their protocols for responding to a disaster, to the CPUC, the California Governor’s Office of Emergency



Services (Cal OES), and local emergency response agencies. Wireless providers must also provide emergency points of contact, verification of annual emergency preparedness exercises, and plans for communicating with the public during disasters and outages impacting their networks. These plans must be updated and filed annually.

- Adopt a 72-hour **backup power requirement** to ensure that a minimum level of service and coverage is maintained during disasters or power outages in Tier 2 and Tier 3 High Fire Threat Districts. Wireless providers must have this infrastructure ready for use within 12 months.
- File comprehensive **Communications Resiliency Plans** with the CPUC that detail their ability to maintain a minimum level of service and coverage during a disaster or power outage. The plans must detail their use of an array of strategies, including backup power, redundancy, network hardening, temporary facilities, preparedness planning, and communication and coordination with other utilities, emergency responders, and the public. Minimum level of service and coverage includes 9-1-1 service, 2-1-1 service, ability to receive emergency alerts and warnings, and to access evacuation and de-energization websites. Wireless providers must submit these plans within 6 months.

Today's action builds on [proposals](#) issued in March by President Batjer and a series of communications customer protection requirements the CPUC approved in a prior Decision ([D.19-08-025](#)). That Decision determined that the wildfires of 2017, 2018, and 2019, as well as the PSPS events initiated by utilities, revealed failures in California's communications network that resulted in a loss of service to customers and endangered the lives of customers and first responders.

"Wireless networks are critical infrastructure for emergency response. Recent events have demonstrated that the days of short, temporary back-up power are behind us and that outages are not an option. We must move forward with efficient back-up power and resilient networks," said Commissioner Martha Guzman Aceves.

"Increasing wireless subscriptions in our LifeLine program show us that many of California's most vulnerable populations rely on cell phones in an emergency," said Commissioner Genevieve Shiroma. "Today's Decision is critical to ensuring that these phones remain a true lifeline in times of crisis."



In a forthcoming proposal the CPUC will consider resiliency requirements for wireline providers.

The proposal voted on is available at

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M343/K633/343633733.PDF>.

Documents related to the proceeding are available at

https://apps.cpuc.ca.gov/apex/f?p=401:56:0::NO:RP,57,RIR:P5_PROCEEDING_SELECT:R1803011.

The CPUC regulates services and utilities, protects consumers, safeguards the environment, and assures Californians' access to safe and reliable utility infrastructure and services. For more information on the CPUC, please visit www.cpuc.ca.gov.

###



WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 8731-020-900

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Memorandum of Second Amendment to Option and Lease Agreement is made effective this ____ day of _____, 20__ by and between CITY OF WEST COVINA, a municipal corporation ("City"), with a mailing address of 1444 West Garvey Avenue, West Covina, California 91790, and CCATT LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. City and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Original Tenant") entered into an Option and Lease Agreement dated May 17, 2005 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Los Angeles County, California from City (the "Premises"), all located within certain real property owned by City (the "Property"). The Property, of which the Premises is part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated February 18, 2014 (the "First Amendment") (hereinafter the Original Agreement and the First Amendment are collectively referred to as the "Agreement").

Documentary Transfer Tax \$ _____
___ Computed full value of property
___ Computed full value less liens & encumbrances remaining at time of sale
___ Computed full value of lease surpassing the 35-year term limit _____
___ Computed leased area of the property
___ Exempt-remaining lease term with renewal options is 35 years or less
Thriftly v. County of Los Angeles (1989) 210 Cal.App.3d 881
_____ Signature of Declarant or agent

3. CCATT LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant.

4. City and Tenant have entered into a Second Amendment to Option and Lease Agreement (the "Second Amendment"), of which this is a Memorandum.

5. By the Second Amendment, City and Tenant expanded the Premises to include additional space, which consists of approximately two hundred twenty-one (221) square feet of real property adjacent to the existing Premises at a location more particularly depicted in the Second Amendment.

6. City and Tenant desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Tenant in the Premises and of the existence of the Second Amendment.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Second Amendment is on file with City and Tenant.

[Execution Pages Follow]

TENANT:
CCATT LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CCATT LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

PARCEL A:

THAT PORTION OF PARCEL 4 AS SHOWN ON MAP FILED IN BOOK 85, PAGES 10 THROUGH 12, INCLUSIVE, OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN CURVE IN THE CENTERLINE OF THE 80.00 FEET WIDE STRIP OF LAND DESCRIBED AS BEING CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET A LENGTH OF 772.01 FEET AND A CENTRAL ANGLE OF 55° 17' 28" IN PARCEL 1 OF THE DEED RECORDED AS INSTRUMENT NO. 2847 ON FEBRUARY 18, 1971, IN BOOK D 4973, PAGE 636 OF OFFICIAL RECORDS OF SAID COUNTY, SAID CENTERLINE AND SAID TERMINUS BEING ALSO SHOWN ON MAP OF TRACT NO. 25512 FILED IN BOOK 807, PAGES 74 THROUGH 76, INCLUSIVE, OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; THENCE SOUTHEASTERLY ALONG THE CONTINUATION OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33' 54" A DISTANCE OF 384.88 FEET; THENCE RADIAL TO SAID CURVE N 36° 32' 12" E 40.00 FEET TO A POINT IN A CURVE HAVING A RADIUS OF 760.00 FEET BEING CONCENTRIC WITH SAID CURVE HAVING A RADIUS OF 800.00 FEET AND SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 7° 36' 02" A DISTANCE OF 100.82 FEET; THENCE TANGENT TO SAID CURVE S 61° 03' 50" E 650.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1110.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 11' 36" A DISTANCE OF 410.58 FEET; THENCE NON-TANGENT TO SAID CURVE N 40° 27' 18" W 353.80 FEET; THENCE N 7° 35' 39" W 168.11 FEET; THENCE N 51° 30' 25" W 319.26 FEET; THENCE S 71° 08' 10" W 217.59 FEET; THENCE N 71° 15' 48" W 239.71 FEET TO THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN COURSE DESCRIBED ABOVE AS HAVING A BEARING AND LENGTH OF N 36° 32' 12" E 40.00 FEET; THENCE ALONG SAID PROLONGATION S 36° 32' 12" W 178.96 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF PARCEL 4 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 85, PAGES 10, 11 AND 12 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF TRACT NO. 31481, AS PER MAP FILED IN BOOK 857, PAGES 6, 7 AND 8 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID SOUTHWESTERLY CORNER ALSO BEING ON THE NORTHWESTERLY LINE OF SHADOW OAK DRIVE, 80.00 FEET WIDE, AS DESCRIBED

IN PARCEL 1 OF DEED RECORDED IN BOOK D6570, PAGE 102 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 31481 THE FOLLOWING COURSES: N 10° 14' 50" W 93.84 FEET, N 03° 44' 22" E 307.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 500.00 FEET TO WHICH A RADIAL LINE BEARS S 18° 54' 05" W, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 53' 48" A DISTANCE OF 95.09 FEET TO A TANGENT COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET, NORTHWESTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 44° 55' 47" A DISTANCE OF 78.42 FEET, TANGENT TO SAID CURVE N 15° 16' 20" W 102.00 FEET, AND S 87° 38' 04" W 126.12 FEET TO A POINT IN THAT CERTAIN COURSE IN THE BOUNDARY OF TRACT NO. 31102 AS PER MAP FILED IN BOOK 862, PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SHOWN AS "N 03° 02' 19" E 238.80", DISTANT THEREON N 03° 02' 19" E 9.14 FEET FROM THE SOUTHERLY TERMINUS THEREOF; THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 31102 THE FOLLOWING COURSES: S 03° 02' 19" W 9.14 FEET, SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 89° 46' 26" A DISTANCE OF 15.67 FEET, TANGENT TO SAID CURVE N 87° 11' 15" W 296.64 FEET, WESTERLY ALONG A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 522.00 FEET THROUGH A CENTRAL ANGLE OF 08° 15' 28" A DISTANCE OF 75.23 FEET, WESTERLY ALONG A TANGENT REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 273.00 FEET THROUGH A CENTRAL ANGLE OF 34° 56' 32" A DISTANCE OF 166.49 FEET, WESTERLY ALONG A TANGENT REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 242.00 FEET THROUGH A CENTRAL ANGLE OF 60° 47' 17" A DISTANCE OF 256.75 FEET, RADIAL TO SAID REVERSE CURVE N 31° 17' 28" W 62.48 FEET, AND N 76° 68' 04" W 36.53 FEET; THENCE LEAVING SAID BOUNDARY OF TRACT NO. 31102, S 28° 12' 06" W 72.52 FEET; THENCE N 86° 54' 41" W 44.03 FEET; THENCE S 54° 57' 00" W 205.25 FEET; THENCE S 82° 38' 52" W 140.66 FEET; THENCE S 47° 03' 48" W 55.49 FEET; THENCE S 71° 08' 10" W 35.83 FEET; THENCE N 76° 24' 27" W 201.62 FEET; THENCE N 50° 11' 47" W 113.25 FEET; THENCE 53° 24' 41" W 19.29 FEET; THENCE S 81° 58' 59" W 35.85 FEET; THENCE N 71° 10' 40" W 23.25 FEET; THENCE S 72° 14' 24" W 65.63 FEET; THENCE N 89° 42' 49" W 129.36 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SHADOW OAK DRIVE AS DESCRIBED IN SAID PARCEL 1 OF SAID DEED, SAID NORTHEASTERLY LINE ALSO BEING IN A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 760.00 FEET, A RADIAL LINE TO SAID POINT BEARS S 55° 17' 37" W; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 45' 25" A DISTANCE OF 248.80 FEET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK D-5669, PAGE 474, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTHEASTERLY LINE AND ALONG THE BOUNDARY OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED THE FOLLOWING COURSES: N 36° 32' 12" E 178.96 FEET, S 71° 15' 48" E 239.71 FEET, N 71° 08' 10" E 217.59 FEET, S 51° 30' 25" E 319.26 FEET, S 07°

35' 39" E 168.11 FEET AND S 40° 27' 18" E 353.80 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SHADOW OAK DRIVE, SAID NORTHERLY LINE ALSO BEING IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1110.00 FEET, A RADIAL LINE TO SAID POINT BEARS S 07° 44' 34" W; THENCE ALONG THE NORTHERLY AND NORTHWESTERLY LINE OF SAID SHADOW OAK DRIVE, THE FOLLOWING COURSES: NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 16' 27" A DISTANCE OF 431.52 FEET, TANGENT TO SAID CURVE N 75° 28' 07" E 432.00 FEET, AND NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1190.00 FEET THROUGH A CENTRAL ANGLE OF 04° 17' 03" A DISTANCE OF 88.98 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND ALL MINERALS, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND EXTRACT THE SAME, AS GRANTED TO NARCISSE S. GARNIER, ET AL., BY DEED RECORDED SEPTEMBER 29, 1944, IN BOOK 21288, PAGE 260, OFFICIAL RECORDS. BY INSTRUMENTS OF RECORD, THE OWNERS OF SAID OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, RELINQUISHED OF ALL THEIR RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF (MEASURED VERTICALLY FROM THE SURFACE) FOR THE PURPOSE OF DEVELOPING, PRODUCING AND EXTRACTING THE SAME.

ASSESSOR'S PARCEL NO: 8731-020-900

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second Amendment") dated as of _____, 2020, is by and between the CITY OF WEST COVINA, a municipal corporation ("City"), with a mailing address of 1444 West Garvey Avenue, West Covina, California 91790, and CCATT LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Original Tenant") entered into an Option and Lease Agreement dated May 17, 2005 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Los Angeles County, California from City (the "Premises"), all located within certain real property owned by City (the "Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated February 18, 2014 (the "First Amendment") (hereinafter the Original Agreement and the First Amendment are collectively referred to as the "Agreement"); and

WHEREAS, CCATT LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Agreement had an Initial Term of five (5) years that commenced on December 9, 2005, and expired on December 8, 2010. The Agreement provides for five (5) automatic extensions of five (5) years each. According to the Agreement, the final extension expires on December 8, 2035, unless terminated sooner pursuant to the Agreement.

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, City and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. First Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of approximately two hundred twenty-one (221) square feet at a location more particularly described in Exhibit A-1 attached hereto (the "First Additional Lease Area"). All references to the Premises in the Agreement shall be deemed to include the existing Premises and the First Additional Lease Area. Exhibit A to the Agreement is hereby amended by inserting Exhibit A-1 attached hereto after the final page of the existing Exhibit A. Notwithstanding anything to the contrary in this Second Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Second Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on Exhibit A-1, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. First Additional Rent. In consideration of the lease of the First Additional Lease Area, Tenant shall pay to City the amount of Four Hundred and 00/100 Dollars (\$400.00) per month ("First Additional Rent"), beginning upon the commencement of installation of improvements within the First Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the Agreement Term; or (ii) the "Return of the First Additional Lease Area" as set forth below. The First Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the monthly Rent set forth in the Agreement, as amended, for so long as such First Additional Rent is payable to City as set forth herein.

4. Right to Return the First Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to City, in its sole and absolute discretion, to return the First Additional Lease Area to City and to terminate the lease of the same by removing all improvements from the First Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the First Additional Lease Area"). Effective upon

removal of all improvements from the First Additional Lease Area, the First Additional Rent shall cease and will no longer be due or payable.

5. Generator Project. Pursuant to Section 4 of the Original Agreement, City hereby consents to the following modifications at the Premises: install one (1) ten foot by four foot (10'x4') concrete pad, install one (1) 30KW Generac Diesel Generator, install one (1) ATS (Automatic Transfer Switch) with camlock; install one (1) fire extinguisher; and remove and recap existing camlock, as more fully described in the plans attached hereto as Exhibit B.

6. City's Cooperation. If requested by Tenant, City will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Tenant. City shall be entitled to no further consideration with respect to any of the foregoing matters.

7. Condemnation. Section 23 of the Original Agreement is hereby deleted in its entirety and the following is inserted in its place:

If City receives written or other notice of a proposed taking by eminent domain of any part of the Property upon which the Premises is situated, City will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises so taken. With either option Tenant shall have the right to contest the taking and directly pursue an award.

8. Notices. Tenant's notice address as stated in Section 21 of the Original Agreement is hereby amended as follows:

If to Tenant: CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

9. Ratification.

a) City and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between City and Tenant with respect to the Premises.

b) City agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) City represents and warrants that City is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Agreement as amended.

d) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

e) City acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

8. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new landlord. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. The terms, covenants and

provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

11. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum"), provided that City approves the terms thereof as evidenced by City's signature on the Memorandum, in the official records of Los Angeles County, California at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without City's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

12. Electronic Signatures. Each party agrees that manual signatures are required and that such signatures may be transmitted by facsimile, email or other electronic means and that such transmission shall have the same legal effect as if they were original signatures.

[Execution Pages Follow]

This Second Amendment is executed by City as of the date first written above.

CITY:
CITY OF WEST COVINA,
a municipal corporation

By: _____
Print Name: _____
Print Title: _____

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:
CCATT LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

[illegible]

Site Name: LA027-02 SHADOW OAK PARK
Business Unit #: 856872

9




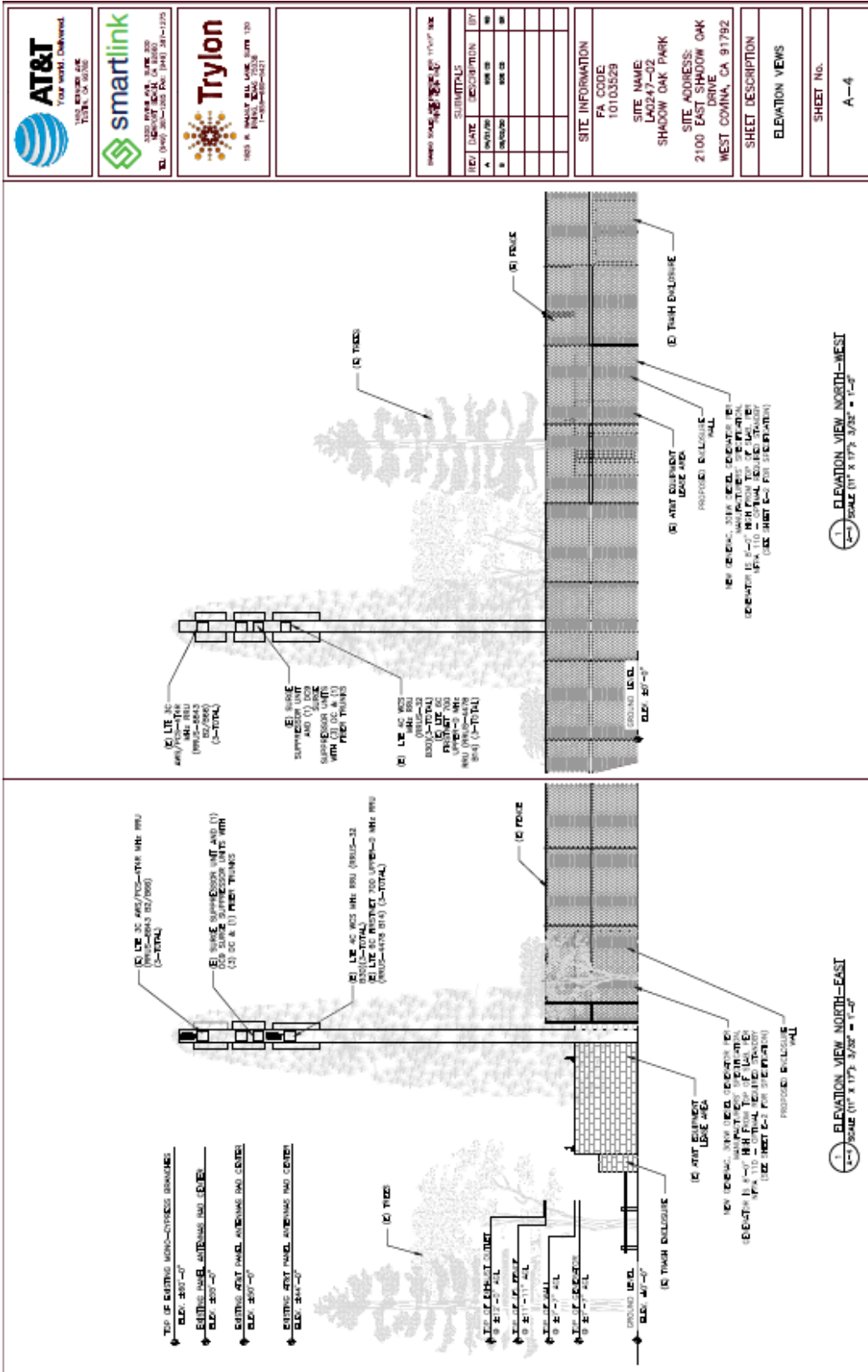
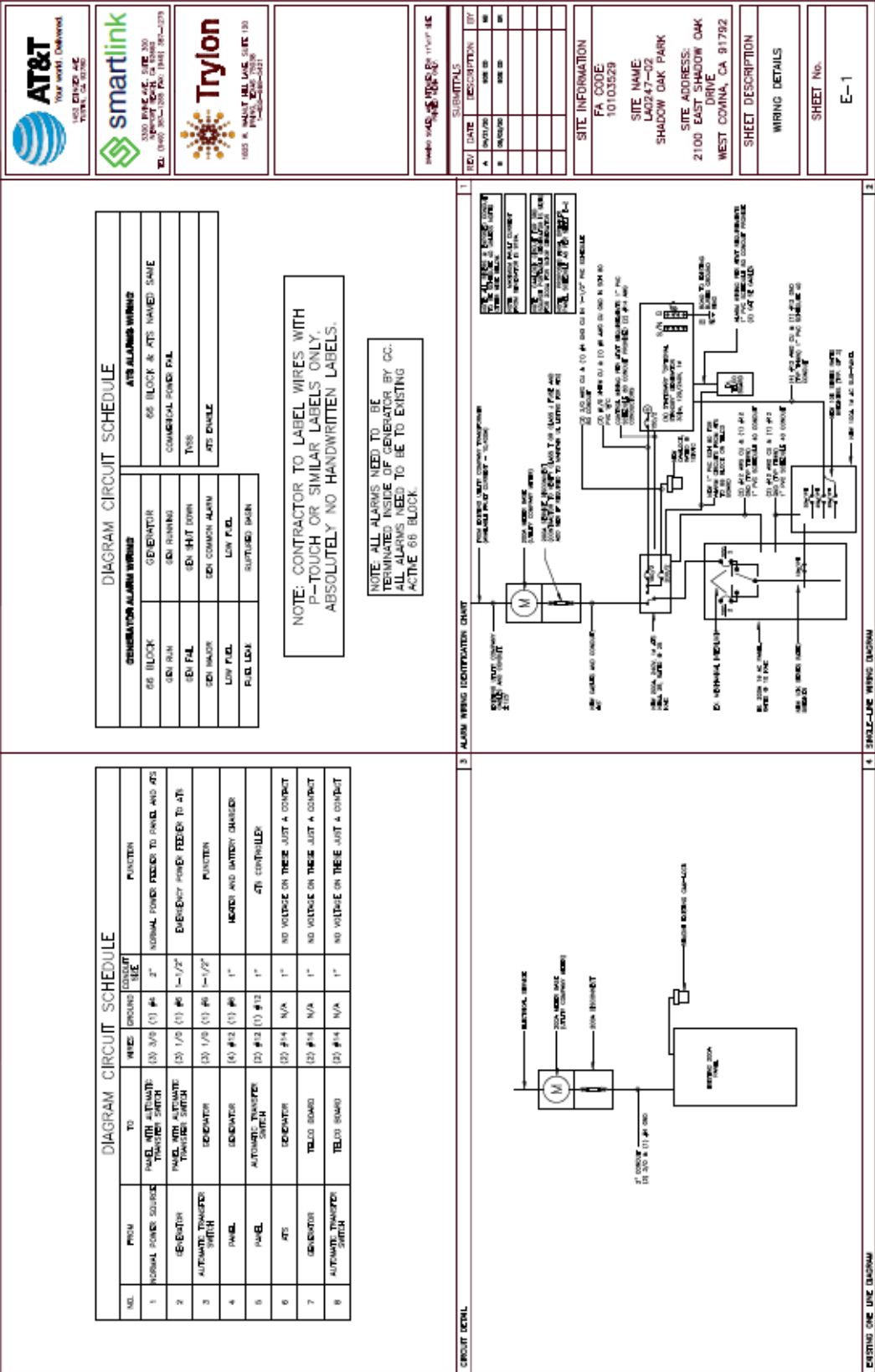
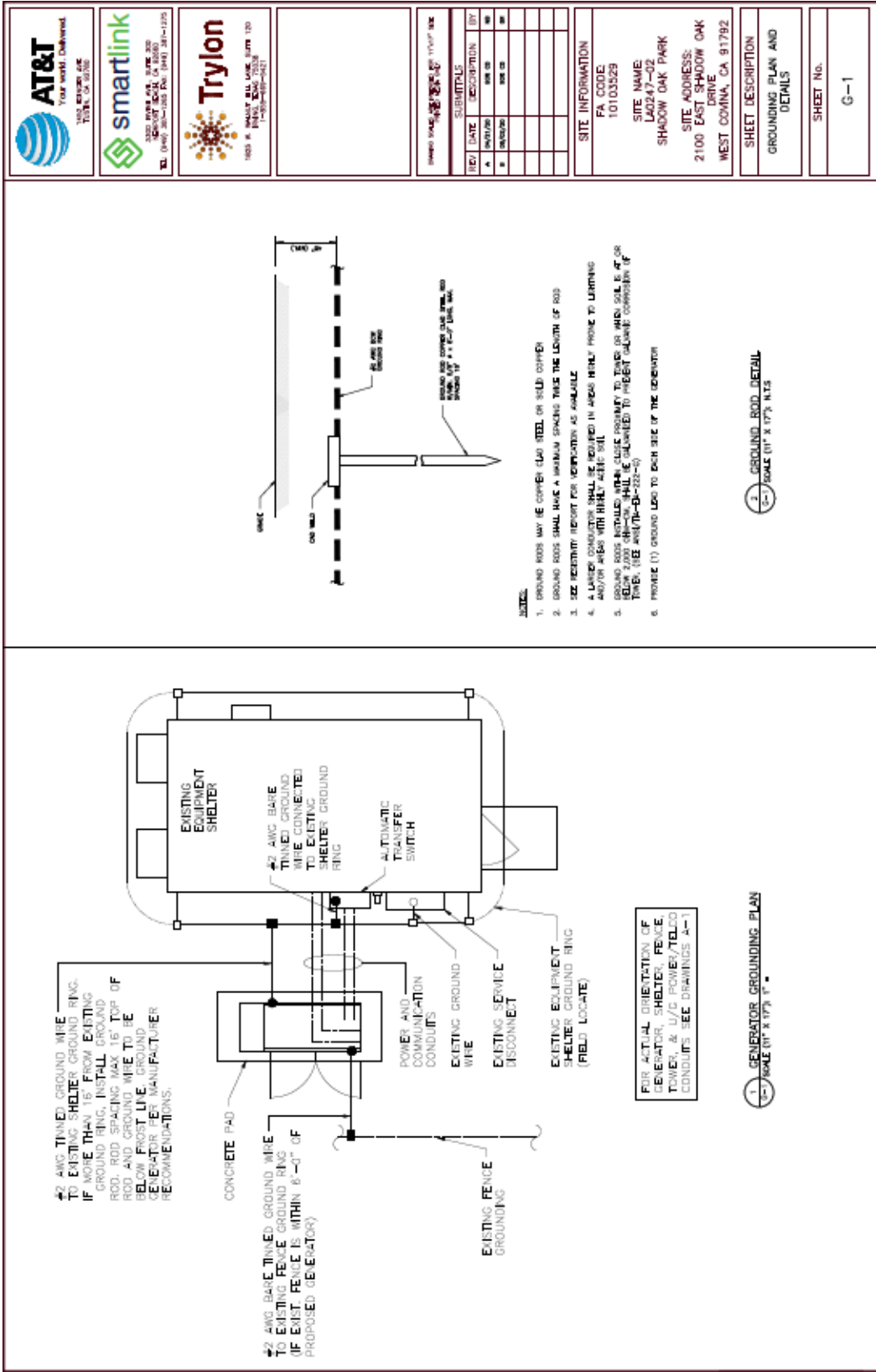



 <p>AT&T Telecommunications 1000 AVENUE OF THE STARS SUITE 1000 FARMINGTON, CT 06030</p>		 <p>smartlink 1000 AVENUE OF THE STARS SUITE 1000 FARMINGTON, CT 06030</p>		 <p>Trylon 1000 AVENUE OF THE STARS SUITE 1000 FARMINGTON, CT 06030</p>	
<p>GENERAL NOTES</p>					
<p>1. GENERAL INFORMATION</p> <p>THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT.</p>					
<p>2. SITE INFORMATION</p> <p>FA CODE: 10103229 SITE NAME: LA0247-02 SHADOW OAK PARK SITE ADDRESS: 2100 EAST SHADOW OAK DRIVE WEST COMMA, CA 91792</p>					
<p>3. SHEET INFORMATION</p> <p>SHEET NO. N-1</p>					
<p>4. SPECIAL NOTES</p> <p>THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT.</p>					
<p>5. MATERIALS</p> <p>ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.</p>					
<p>6. CONSTRUCTION</p> <p>ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT.</p>					
<p>7. MAINTENANCE</p> <p>ALL MAINTENANCE SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. ALL MAINTENANCE SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT. ALL MAINTENANCE SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON AND THE STATE OF CONNECTICUT.</p>					

Exhibit B







 <p>AT&T Your world. Delivered. 1100 KILPATRICK AVE FOLSOM, CA 95630</p>	 <p>smartlink 3320 KILPATRICK AVE, SUITE 300 FOLSOM, CA 95630 (916) 263-1000 FAX: (916) 263-1005</p>	 <p>Trylon 1100 KILPATRICK AVE, SUITE 120 FOLSOM, CA 95630 (916) 263-1000</p>	<p>EMERGENCY CONTACTS:</p> <p>AT&T CONTACT: NAME: (XXX)XXX-XXXX PHONE #: (XXX)XXX-XXXX</p> <p>1/2" HIGH LETTERING COLOR: BLACK</p> <p>3/8" HIGH LETTERING COLOR: BLACK</p> <p>COLOR: WHITE</p> <p>PLACED ON EXTERIOR OF (B) SHELTER OR NEAR (B) AT&T LEASE AREA</p>
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WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 8486-008-903

**Prior recorded documents in Los Angeles County, California:
November 23, 2005 at #05 2863162**

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Memorandum of SECOND Amendment to Option and Lease Agreement is made effective this ____ day of _____, 20__ by and between CITY OF WEST COVINA, a municipal corporation ("City"), with a mailing address of 1444 West Garvey Avenue, West Covina, California 91790, and CCATT LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. City and AB Cellular LA, LLC, a Delaware limited liability company d/b/a, AT&T Wireless ("Original Tenant") entered into an Option and Lease Agreement dated October 7, 2003 (the "Original Agreement"), a memorandum of which was recorded in the official records of Los Angeles County, California on November 23, 2005 at Instrument No. 05 2863162, whereby Original Tenant leased certain real property, together with access and utility easements, located in Los Angeles County, California from City (the "Premises"), all located within certain real property owned by City (the "Property"). The Property, of which the Premises is part, is more particularly described on Exhibit A attached hereto.

Documentary Transfer Tax \$ _____
___ Computed full value of property
___ Computed full value less liens & encumbrances remaining at time of sale
___ Computed full value of lease surpassing the 35-year term limit _____
___ Computed leased area of the property
___ Exempt-remaining lease term with renewal options is 35 years or less
Thrift v. County of Los Angeles (1989) 210 Cal.App.3d 881
_____ Signature of Declarant or agent

2. The Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated September 18, 2012 (the “First Amendment”) (hereinafter the Original Agreement and the First Amendment are collectively referred to as the “Agreement”).

3. CCATT LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant.

4. City and Tenant have entered into a Second Amendment to Option and Lease Agreement (the “Second Amendment”), of which this is a Memorandum.

5. By the Second Amendment, City and Tenant expanded the Premises to include additional space, which consists of approximately forty (40) square feet of real property adjacent to the existing Premises at a location more particularly depicted in the Second Amendment.

6. City and Tenant desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Tenant in the Premises and of the existence of the Second Amendment.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Second Amendment is on file with City and Tenant.

[Execution Pages Follow]

TENANT:
CCATT LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CCATT LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

LOTS 211 AND 216 OF E.J. BALDWIN'S FIFTH SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGES 134 AND 135 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WESTERLY 765 FEET OF SAID LOTS 211 AND 216.

ALSO EXCEPT THE NORTHERLY 147 FEET OF THE WESTERLY 260.26 FEET OF SAID LOT 211.

EXCEPTING THERE FROM, THE "PRECIOUS METALS AND ORES THEREOF" AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND, SR. AND WILLIAM WORKMAN IN THE PARTITION DEED RECORDED IN BOOK 10, PAGE 39 OF DEEDS.

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (“Second Amendment”) dated as of _____, 2020, is by and between the CITY OF WEST COVINA, a municipal corporation (“City”), with a mailing address of 1444 West Garvey Avenue, West Covina, California 91790, and CCATT LLC, a Delaware limited liability company (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, City and AB Cellular LA, LLC, a Delaware limited liability company d/b/a AT&T Wireless (“Original Tenant”) entered into an Option and Lease Agreement dated October 7, 2003 (the “Original Agreement”), a memorandum of which was recorded in the official records of Los Angeles County, California (the “Official Records”) on November 23, 2005 at Instrument No. 05 2863162, whereby Original Tenant leased certain real property, together with access and utility easements, located in Los Angeles County, California from City (the “Premises”), all located within certain real property owned by City (the “Property”); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated September 18, 2012 (the “First Amendment”) (hereinafter the Original Agreement and the First Amendment are collectively referred to as the “Agreement”); and

WHEREAS, CCATT LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Agreement had an Initial Term of ten (10) years that commenced on March 21, 2005, and expired on March 31, 2015. The Agreement provides for four (4) automatic extensions of five (5) years each. According to the Agreement, the final extension expires on March 31, 2035, unless terminated sooner pursuant to the Agreement.

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, City and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. First Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of approximately forty (40) square feet at a location more particularly described in Exhibit A-1 attached hereto (the "First Additional Lease Area"). All references to the Premises in the Agreement shall be deemed to include the existing Premises and the First Additional Lease Area. Exhibit A to the Agreement is hereby amended by inserting Exhibit A-1 attached hereto after the final page of the existing Exhibit A. Notwithstanding anything to the contrary in this Second Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Second Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on Exhibit A-1, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. First Additional Rent. In consideration of the lease of the First Additional Lease Area, Tenant shall pay to City the amount of Four Hundred and 00/100 Dollars (\$400.00) per month ("First Additional Rent"), beginning upon the commencement of installation of improvements within the First Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the Agreement Term; or (ii) the "Return of the First Additional Lease Area" as set forth below. The First Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the monthly Rent set forth in the Agreement, as amended, for so long as such First Additional Rent is payable to City as set forth herein.

4. Right to Return the First Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to City, in its sole and absolute discretion, to return the First Additional Lease Area to City and to terminate the lease of the same by removing all improvements

from the First Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the First Additional Lease Area"). Effective upon removal of all improvements from the First Additional Lease Area, the First Additional Rent shall cease and will no longer be due or payable.

5. Generator Project. Pursuant to Section 4 of the Original Agreement, City hereby consents to the following modifications at the Premises: install one (1) ten foot by four foot (10'x4') concrete pad, install one (1) 30KW Generac Diesel Generator, install one (1) ATS (Automatic Transfer Switch) with camlock; install (1) fire extinguisher; and remove and recap existing camlock, as more fully described in the plans attached hereto as Exhibit B.

6. Notices. Tenant's notice address as stated in Section 21 of the Original Agreement is hereby amended as follows:

If to Tenant: CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

7. City's Cooperation. If requested by Tenant, City will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Tenant. City shall be entitled to no further consideration with respect to any of the foregoing matters.

8. Condemnation. Section 23 of the Original Agreement is hereby deleted in its entirety and the following is inserted in its place:

If City receives written or other notice of a proposed taking by eminent domain of any part of the Property upon which the Premises is situated, City will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises so taken.

With either option Tenant shall have the right to contest the taking and directly pursue an award.

9. Ratification.

a) City and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between City and Tenant with respect to the Premises.

b) City agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) City represents and warrants that City is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Agreement as amended.

d) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

e) City acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

8. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new landlord. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In

the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

11. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum"), provided that City approves the terms thereof as evidenced by City's signature on the Memorandum, in the Official Records at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without City's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

12. Electronic Signatures. Each party agrees that manual signatures are required and that such signatures may be transmitted by facsimile, email or other electronic means and that such transmission shall have the same legal effect as if they were original signatures.

[Execution Pages Follow]

This Second Amendment is executed by City as of the date first written above.

CITY:
CITY OF WEST COVINA,
a municipal corporation

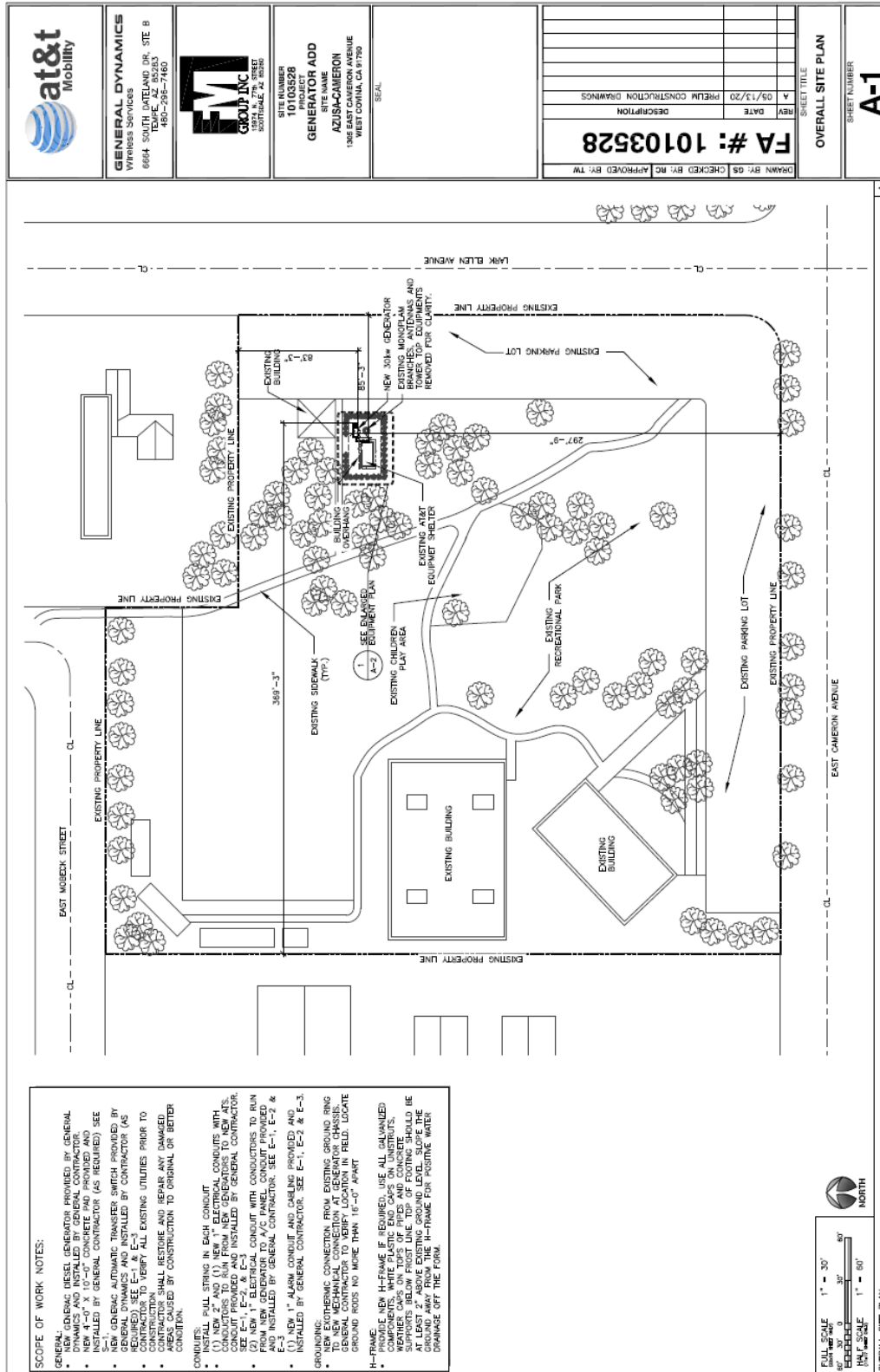
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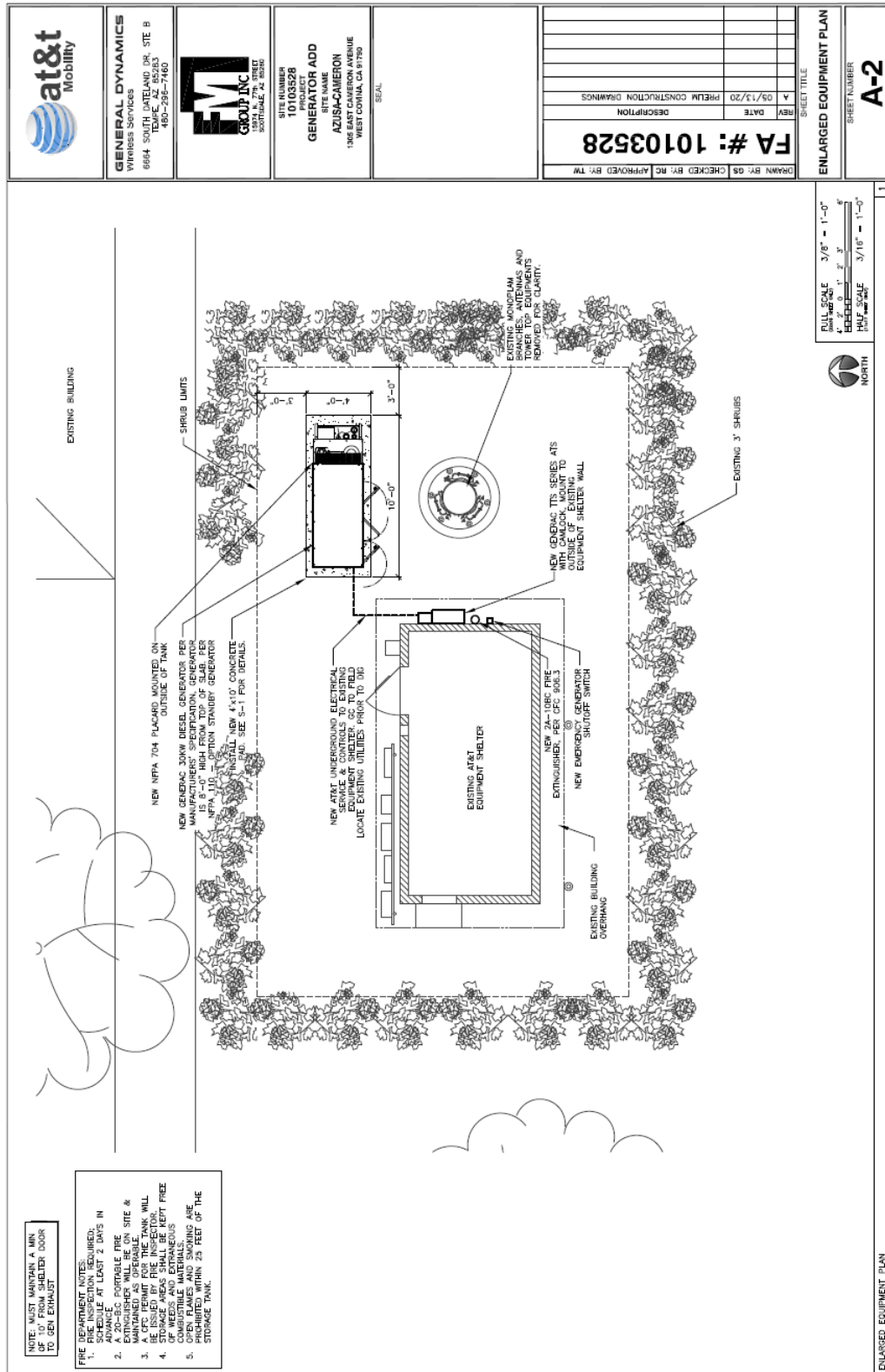
[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

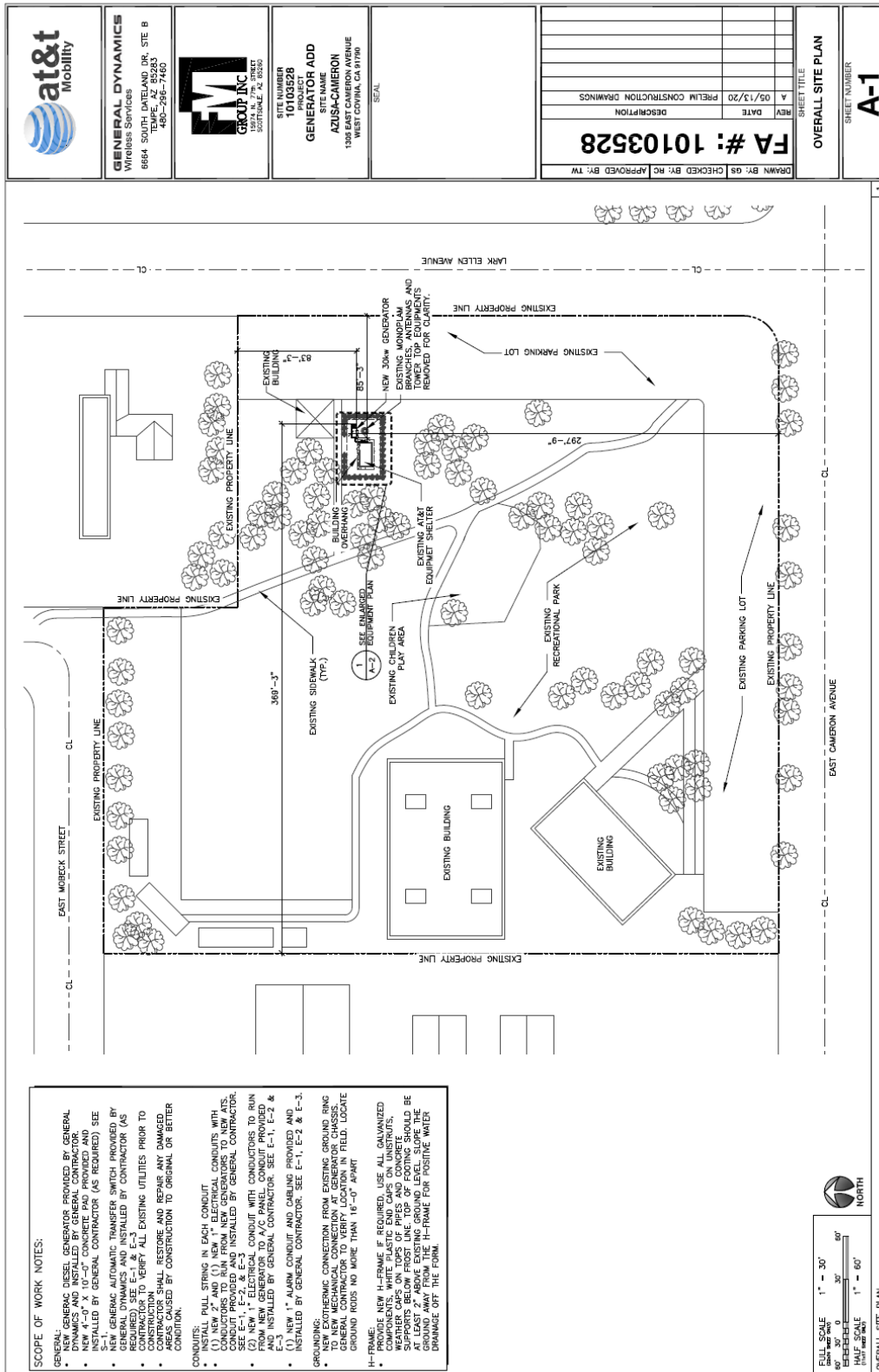
TENANT:
CCATT LLC,
a Delaware limited liability company

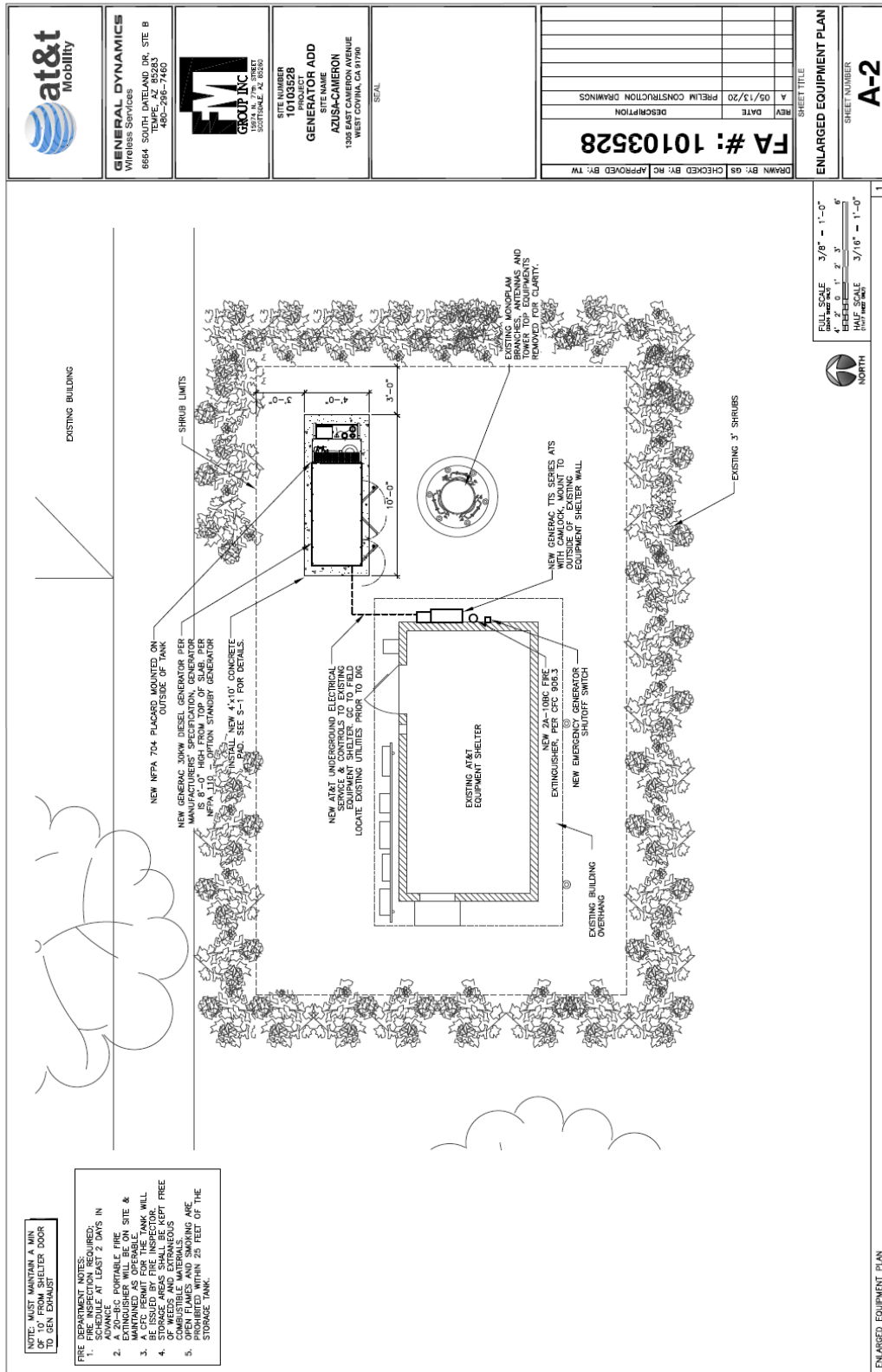
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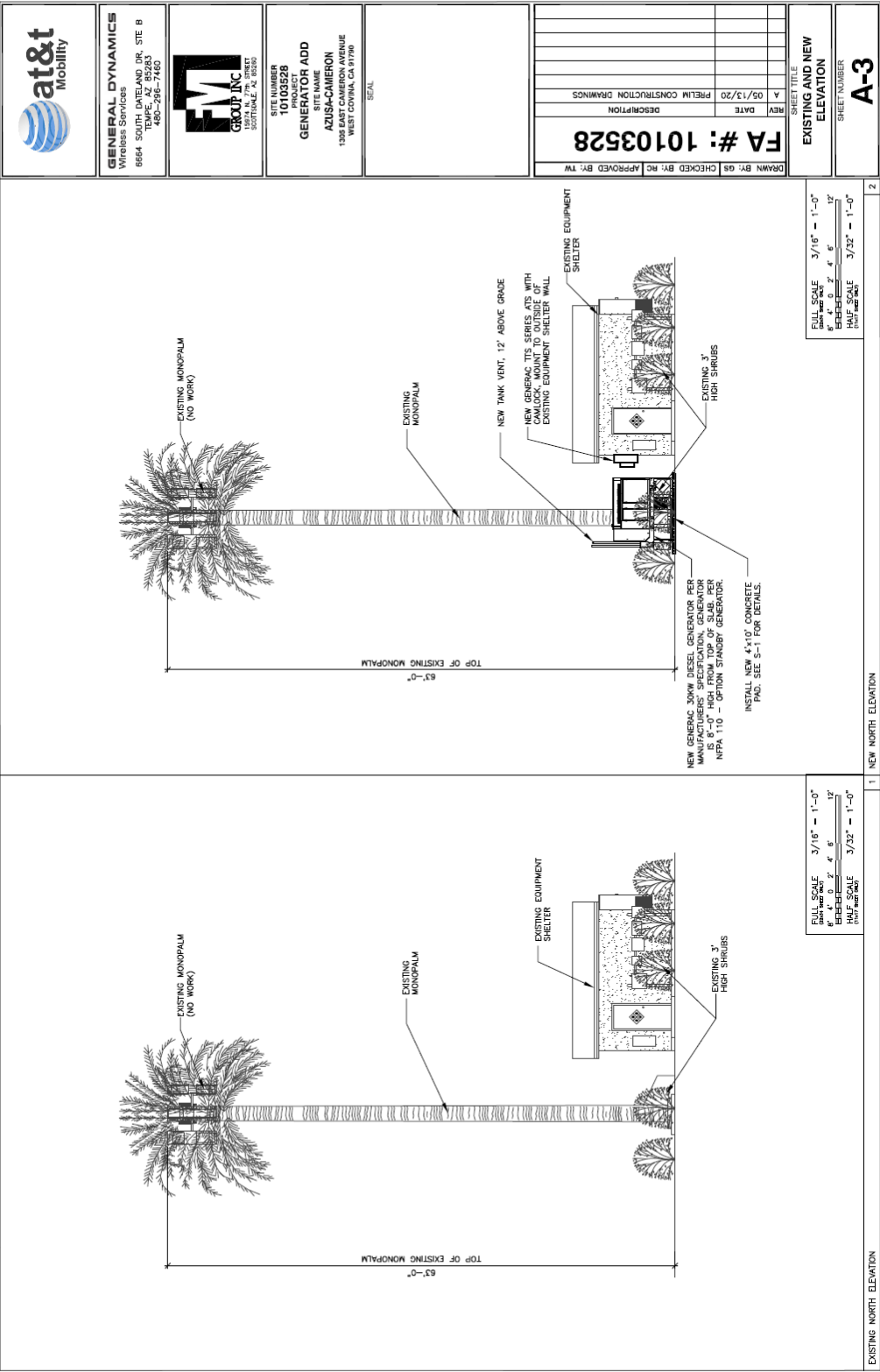




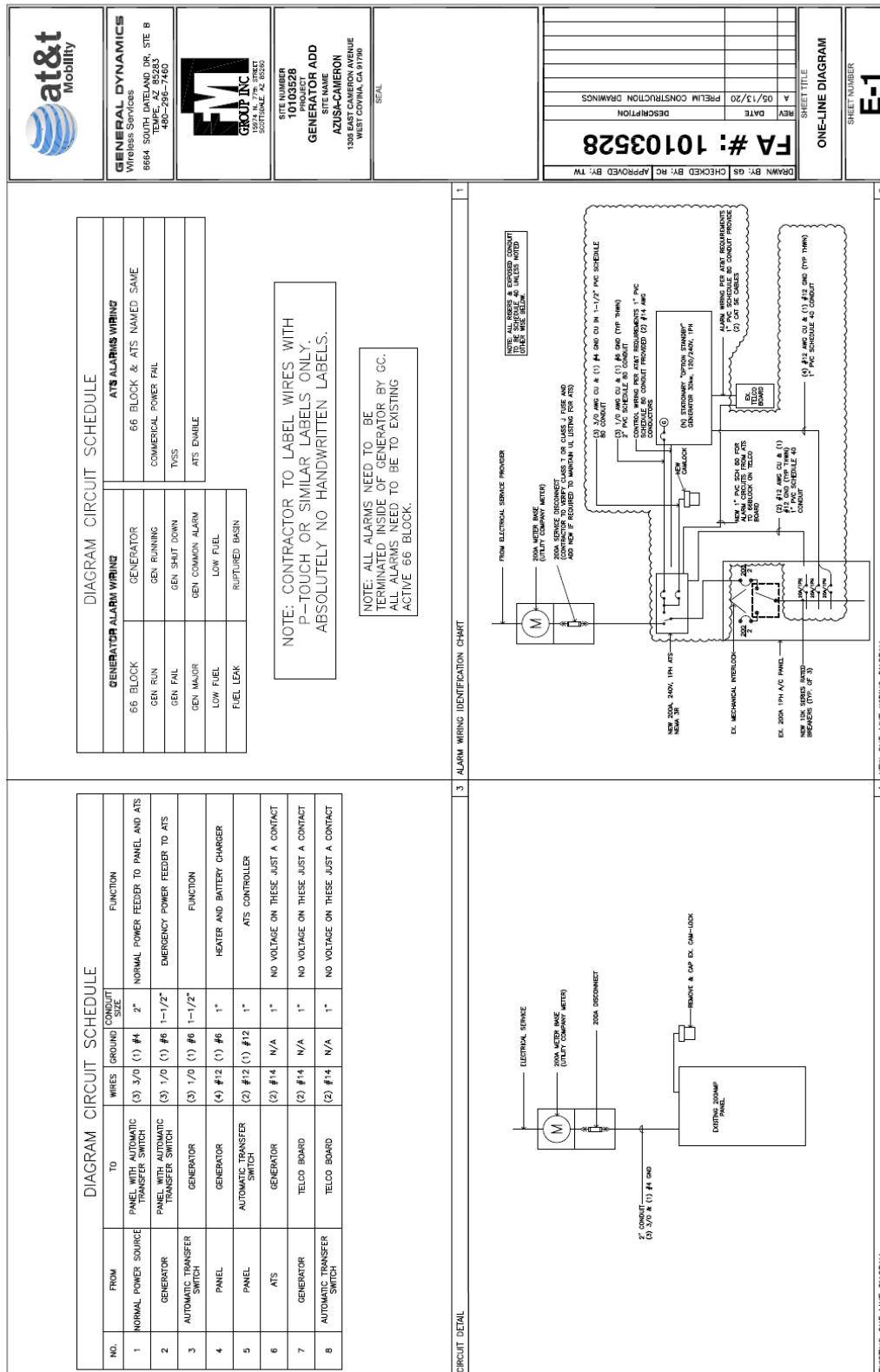
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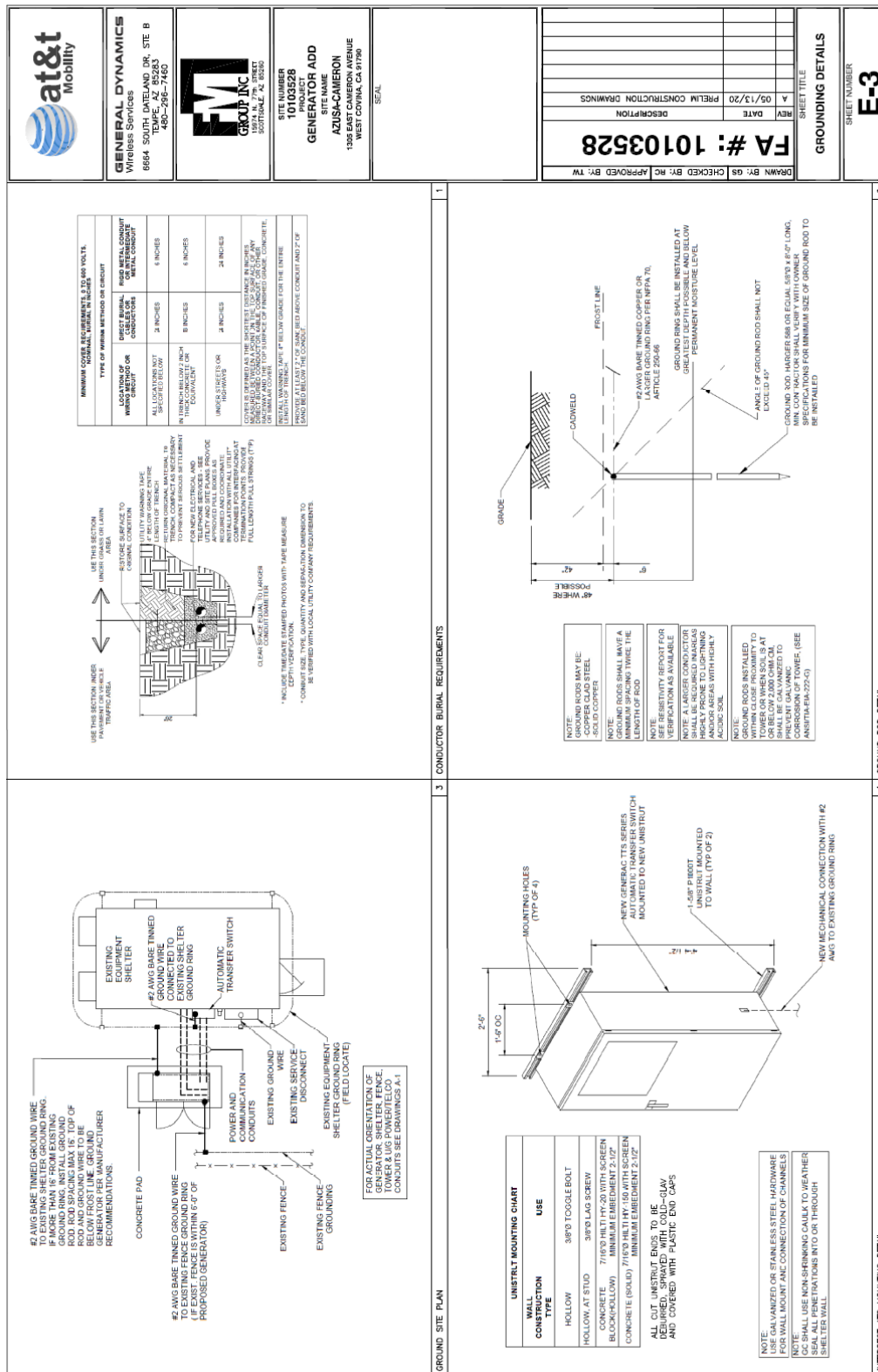


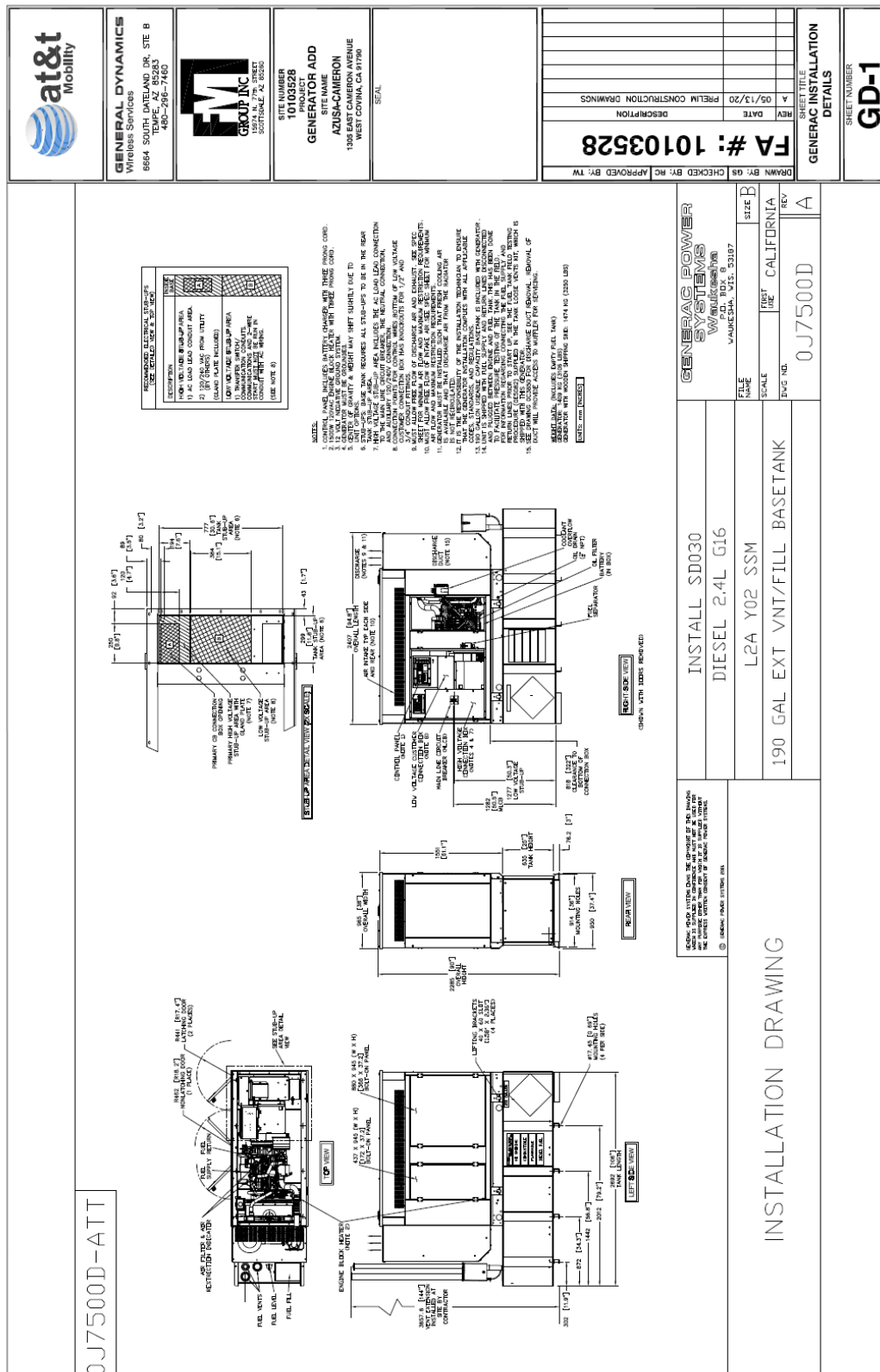


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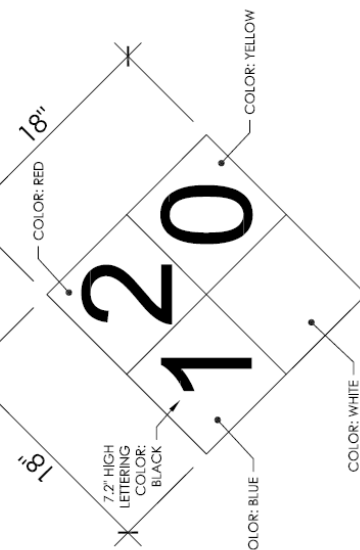
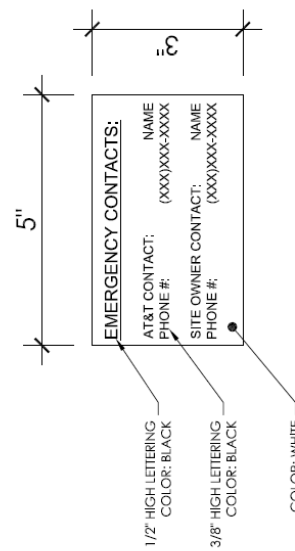
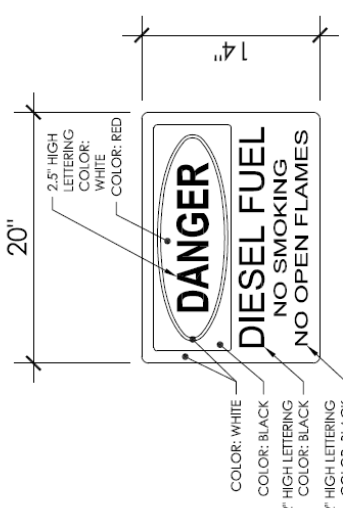




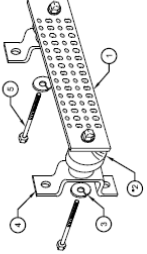
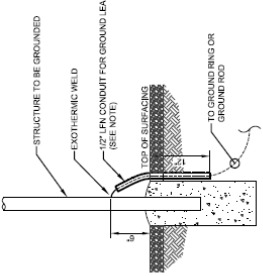
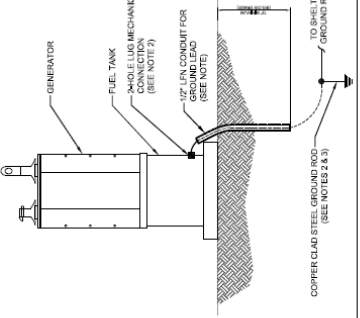
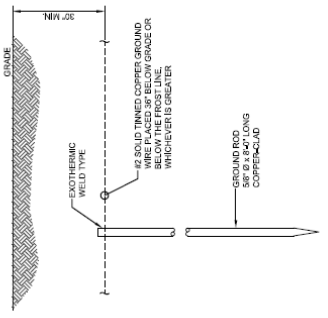
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[illegible]

		GENERAL DYNAMICS Wireless Services 6664 SOUTH DAVENPORT DR. STE B TEMPE, AZ 85283 480-296-7460		 1000 N. 7TH STREET SUITE 200E, AZ 85282		SITE NUMBER 10103528 PROJECT GENERATOR ADD SITE NAME AZUSA-CAMERON 1305 EAST CAMERON AVENUE WEST COVINA, CA 91790		SEAL	
FA #: 10103528		DESCRIPTION PRELIM CONSTRUCTION DRAWINGS		REV A 05/13/20		DRAWN BY: GS CHECKED BY: MC APPROVED BY: TW		SHEET TITLE SIGNAGE DETAILS	
SHEET NUMBER SG-1									
1		NFPA 704 DIESEL FUEL SIGN DETAIL		3		4		EMERGENCY CONTACT SIGN	
 <p>3" HIGH LETTERING</p> <p>30"</p> <p>12"</p> <p>DIESEL FUEL, 190 GALLONS</p> <p>PLACED ON (2) VISIBLE SIDES OF (P) GENERATOR TANK</p>		 <p>18"</p> <p>18"</p> <p>120</p> <p>7/2" HIGH LETTERING COLOR: BLACK</p> <p>COLOR: BLUE</p> <p>COLOR: WHITE</p> <p>COLOR: YELLOW</p> <p>PLACED ON (2) VISIBLE SIDES OF (P) GENERATOR TANK</p>		 <p>5"</p> <p>3"</p> <p>EMERGENCY CONTACTS:</p> <p>AT&T CONTACT: NAME AT&T CONTACT: PHONE # SITE OWNER CONTACT: NAME SITE OWNER CONTACT: PHONE #</p> <p>1/2" HIGH LETTERING COLOR: BLACK</p> <p>3/8" HIGH LETTERING COLOR: BLACK</p> <p>COLOR: WHITE</p> <p>PLACED ON EXTERIOR OF (E) SHELTER OR NEAR (E) AT&T LEASE AREA</p>		 <p>20"</p> <p>14"</p> <p>DANGER</p> <p>DIESEL FUEL NO SMOKING NO OPEN FLAMES</p> <p>2.5" HIGH LETTERING COLOR: WHITE</p> <p>2" HIGH LETTERING COLOR: BLACK</p> <p>2" HIGH LETTERING COLOR: BLACK</p> <p>2" HIGH LETTERING COLOR: BLACK</p> <p>PLACED ON VISIBLE SIDE OF (P) GENERATOR TANK</p>		NO SMOKING / NO OPEN FLAMES DETAIL	

	GENERAL DYNAMICS Wireless Services 6664 SOUTH DAYLAND DR, STE B TEMPE, AZ 85283 480-286-7453		SITE NUMBER 10103528 PROJECT GENERATOR ADD SITE NAME AZUSA-CAMERON 1308 EAST CAMERON AVENUE WEST GOSHAWK, GA 31796 SEAL
FA #: 10103528 DESCRIPTION PRELIM CONSTRUCTION DRAWINGS DATE 05/13/20 DRAWN BY: QS CHECKED BY: MC APPROVED BY: TW			
GROUNDING DETAILS SHEET TITLE SHEET NUMBER G-1			
<p>NOTE:</p> <p>1. TOWER MOUNTED GROUND BARS ARE TO BE TEMPLATED AND ARE INSTALLED USING ANGLE ADAPTORS WITHOUT INSULATORS</p>  <p>LEGEND</p> <p>1. COPPER GROUNDING SYSTEM TERMINAL OR EQUIVALENT W/ 4" X 2" X 1/4" HOLE PATTERN TO ACCOMMODATE NEMA DOUBLE LUG CONFIGURATIONS 3" AND 1"</p> <p>2. 1/2" DIA. 1/4" THICK CLOSURE PLATE</p> <p>3. 5/8" LOC WASHERS</p> <p>4. MOUNTING BRACKET</p> <p>5. 1/2" X 1/4" X 1/4" BOLTS</p>	<p>NOTE:</p> <p>1. LFN CONDUIT SHALL BE PROPERLY CAPPED AND SEALED AT ENDS.</p> 	<p>NOTE:</p> <p>1. LFN CONDUIT SHALL BE PROPERLY CAPPED AND SEALED AT ENDS</p> <p>2. THE GENERATOR SHALL BE GROUND TO THE NEAREST PRACTICAL LOCATION ON THE COMMON GROUNDING SYSTEM.</p> <p>3. FOR GENERATORS MORE THAN 6 FEET FROM THE SHED THEN THE GENERATOR SHALL ALSO HAVE A GROUND ROD INSTALLED NEARBY.</p> <p>4. CONTRACTOR SHALL NOT DAMAGE THE INTEGRITY OF THE FUEL TANK.</p> 	<p>NOTE:</p> <p>1. IF ROCK IS ENCOUNTERED AND DEPTH CANNOT BE ACHIEVED, CONTRACTOR SHALL NOTIFY PROJECT CH.</p> 
GROUND ROD DETAIL			
GENERATOR GROUNDING			
GROUNDING DETAIL			
GROUND BAR MOUNTING DETAIL			
GATE GROUNDING DETAIL			



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS FOR COMMUNITY DEVELOPMENT
BLOCK GRANT PROJECTS, AND PARKS AND STREET IMPROVEMENTS**

RECOMMENDATION:

It is recommended that the City Council approve the following Resolutions:

1. **RESOLUTION NO. 2020-110 – 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 (Close 19-20)**
2. **RESOLUTION NO. 2020-111 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (Open 20-21)**

BACKGROUND:

The City Council adopted the Fiscal Year 2019-2020 budget on June 18, 2019 - Resolution No. 2019-49. The budget covered the period from July 1, 2019 through June 30, 2020. On June 23, 2020, the City Council adopted the Fiscal Year 2020-2021 - Resolution No. 2020-64. The budget covers the period from July 1, 2020 through June 30, 2021.

DISCUSSION:

The budget was adopted three months into the pandemic. Since then, staff and resources have been reallocated to meet the needs of the community that could not be anticipated when the Fiscal Year 2020-21 budget was being prepared and adopted. The budget amendments requested below are for two Fiscal Years: FY 2019-20 to close out projects and FY 2020-2021 to accommodate new projects and programs.

FY 2019-2020 (Close Out)

Proposition A County Park Bond - Fund 143

\$3,377.13 is requested for the maintenance of the Del Norte Park Splash Pad, and is reimbursable through Proposition A Los Angeles County Park Bond Grant. In FY 2019-2020, expenditures in two budget lines exceeded appropriations. Reimbursement is based on approved budget. The proposed amendment is needed to get fully reimbursed.

Senior Meals Program - Fund 146

\$107,590.30 is requested in response to COVID-19. Due to the pandemic the City received more than anticipated

funding through Los Angeles County Workforce Development Aging and Community Services for the Senior Meals Program. The proposed amendment increases the appropriation for meals costs to balance expenditures with funding received.

The remainder of the FY 2019-2020 proposed budget amendments are for the carryover of unexpended balances to FY 2020-2021 - totaling \$865,799.53 and new programs and projects - totaling \$5,858,730.80, with an explanation by fund below.

FY 2020-2021 (Carryover Programs/Projects)

Community Development Block Grant - Fund 131

\$430,162.20 is requested as a carryover. The proposed amendment carries over the unexpended FY 2019-2020 balances of the Business Assistance Program and Housing Preservation Program.

Community Services Foundation - Fund 220

\$121,922.11 is requested as a carryover. The unexpended balances in the Community Services Foundation, for which donations have directed to activities.

County Measure H - Fund 240

\$313,715.22 is requested as a carryover of County Measure H funds to address homelessness. In collaboration with four other cities, the City received a grant of Measure H funds to fund Housing Navigation services. Union Station was contracted to provide these services. The proposed amendment appropriates the unexpended FY 2019-2020 balances of the agreement with Union Station and the required cash-match for the grant in FY 2020-2021.

FY 2020-2021 (New Programs/Projects)

General Fund - Fund 110

\$3,593,762.00 is requested for three projects: Shadow Oak Park new lower parking lot restrooms - \$408,600.00; the Citywide Energy Efficiency Project \$2,805,162.00; and maintenance of Big League Dreams for the remainder of the fiscal year \$282,500. Additionally, \$37,500.00 is requested for supplies.

On October 6, 2020, the City Council approved the Energy Efficiency Project, which included construction of a new Shadow Oak Park restrooms. As originally approved, the project was to be financed with payments made through energy savings costs. Since that approval, staff has explored a series of financing alternatives, and ultimately determined the project should be funded through the current year budget. Approval of this budget amendment will allow the project to be funded without the use a long-term debt instrument.

Proposition C (LA County Metro) - Fund 122

\$505,313.00 is requested for the work of Transtech Engineers related to various capital improvement projects. Transtech is responsible for project management services on the City of West Covina capital projects.

Gas Tax - Fund 124

\$283,750.00 is requested for two programs: \$240,000.00 is requested to complete a multi-year sidewalk assessment and repair program; \$43,750.00 is requested for traffic engineering services provided by Transtech Engineers.

Community Development Block Grant - Fund 131

\$100,000.00 is requested for five sets of new sliding doors at the Cortez Park Senior Center. This project has received approval from the United States Department of Housing and Urban Development.

New Parkland Acquisition - Fund 169

\$200,000 is requested for demolition of the single family house located at 707 S. Lark Ellen and the design and expansion of Cortez Park.

Maintenance Districts 1-7 - Fund 181-187

\$19,517.50 is requested for the completion of the engineering reports used to establish the district levy.

Citywide Maintenance District - Fund 188

\$307,177.50 is requested to increase the tree trimming budget and trim street trees once every five years instead of the current eight-year trim cycle.

Sewer Maintenance - Fund 189

\$96,864.50 is requested to pay for engineering costs incurred by Transtech related to the City sewer system and for the preparation of the engineering cost estimate used to set sewer assessments.

Measure W Stormwater - Fund 197

\$290,152.00 is requested to pay for improving the water quality of stormwater that flows into the storm drains by reducing the pollutants in the water. The City will be receiving approximately \$1,300,000 in Measure W funding, which is assessed on all property owners in Los Angeles County.

Community Development Block Grant – COVID-19 (CDBG-CV) - Fund 225

\$462,194.30 is requested in response to COVID-19 pandemic. The City received additional CDBG funds through the CARES Act, which were appropriated in FY 2019-2020. The proposed amendment appropriates the unexpended balances in FY 2020-2021. An agreement with AltaMed for COVID-19 testing and funding agreements with public service agencies (food banks and meal delivery for the homebound) are associated with this funding.

CONCLUSION

The budget amendments cover Fiscal Year 2019-20 and Fiscal Year 2020-21 as summarized below:

FY 2019-20

\$110,967.43 - added costs offset by revenues from Los Angeles County and the CARES Act
(\$865,799.53) - carryover to FY 2020-21
(\$754,832.10) - Total net reduction

FY 2020-21

\$ 865,799.53 - carryover programs/projects
\$5,858,730.80 - new programs/projects
\$6,724,530.33 - Total cost

The total general fund cost is \$3,593,762.00; the total impact to special revenue funds is \$3,130,768.33. Adequate funding exists to pay for the programs and projects listed above.

LEGAL REVIEW:

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

OPTIONS:

Options available to the City Council are as follows:

1. Approve the recommendation; or
2. Provide alternative direction.

Prepared by: Mark Persico, Assistant City Manager

Additional Approval: Robbeyn Bird, CPA, Finance Director

Fiscal Impact

FISCAL IMPACT:

The Fiscal Year 2019-2020 budget amendment is for (\$754,832.10) per Budget Amendment No. 067 (Attachment No. 2). The Fiscal Year 2020-2021 budget amendment for is for \$6,724,530.33 per Budget Amendment No. 021 (Attachment No. 4).

Attachments

Attachment No. 1 - Resolution No. 2020-110

Attachment No. 2 - Exhibit A (Resolution 2020-110)

Attachment No. 3 - Resolution No. 2020-111 (Budget Amendment FY 2020-2021)

Attachment No. 4 - Exhibit A (Resolution No. 2020-111)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness
Protect Public Safety
Respond to the Global COVID-19 Pandemic
Engage in Proactive Economic Development

RESOLUTION NO. 2020-110

**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 (Close 19-20)**

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

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

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 067, attached hereto as Exhibit A, related to Fiscal Year 2019-20.

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.

PASSED, APPROVED, AND ADOPTED this 17th day of November, 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. 2020-110 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of November, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 2**CITY OF WEST COVINA
BUDGET AMENDMENT****BA # 067**

Posted By:

Date Posted:

Date: 6/30/2020
 Requested by: Kelly McDonald
 Dept/Div: Public Services

Fiscal Year: 2019/2020
 Amount: (754,832.10)
 Description: CS Foundation 2019-2020 Close
Out to Carry Over to 2020-2021

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
131.22.2232.6120	CDBG/Business Assistance Prg	325,000.00	(324,831.20)	168.80
131.22.2242.6120	CDBG/Housing Preserv Prg	145,935.00	(105,331.00)	40,604.00
143.61.5172.5111	Park Bond/Full Time Salaries	11,560.00	2,054.13	13,614.13
143.61.5172.8101	Park Bond/ Admin Overhead	2,946.00	1,323.00	4,269.00
146.61.5186.6158	Sr. Meals/Meals	60,000.00	107,590.30	167,590.30
220.61.5103.6574	CS Foundation/Youth Council	1,783.41	(1,699.85)	83.56
220.61.5110.6490	CS Foundation/Misc Exp	45,962.19	(43,222.44)	2,739.75
220.61.5110.6544	CS Foundation/Taylor House	31,939.09	(30,917.66)	1,021.43
220.61.5110.6545	CS Foundation/Walk of Fame	1,812.23	(1,812.23)	-
220.61.5110.6548	CS Foundation/Memorial Wall	12,531.75	(12,531.75)	-
220.61.5150.6120	CS Foundation/Contract Serv	501.25	(501.25)	-
220.61.5150.6166	CS Foundation/Summer Conc	3,232.07	-	3,232.07
220.61.5150.6490	CS Foundation/Misc Exp	38,953.67	(20,269.85)	18,683.82
220.61.5160.6191	CS Foundation/Galster Park	2,902.66	(2,902.66)	-
220.61.5161.6192	CS Foundation/Cameron	14.22	(14.22)	-
220.61.5170.6490	CS Foundation/Shadow Oak	377.64	(377.64)	-
220.61.5180.6240	CS Foundation/Rec Supplies	148.25	(148.25)	-
220.61.5180.6270	CS Foundation/Other Supplies	13,094.32	(7,524.31)	5,570.01
240.61.2255.6120	Measure H/Contract Serv	343,250.00	(280,742.00)	62,508.00
240.61.2255.6270	Measure H/Other Supplies	33,000.00	(32,973.22)	26.78

REVENUES

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

REASON/JUSTIFICATION (Please be specific)

Close out FY 2019-2020 to carry over of unexpended funds in the Community Services Foundation, CDBG, CDBG-CV, and Measure H. Adjustments to County Park Bond and Senior Meals to balance funds received.

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

RESOLUTION NO. 2020-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (Open 20-21)

WHEREAS, the City Manager, on or about June 23, 2020, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2020-21; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2020 and ending June 30, 2021; 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 RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 021, attached hereto as Exhibit A, related to Fiscal Year 2020-21.

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 17th day of November, 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. 2020-111 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of November, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 4**CITY OF WEST COVINA
BUDGET AMENDMENT****BA # 021**

Posted By:

Date Posted:

Date: 7/1/2020
 Requested by: Kelly McDonald
 Dept/Div: Public Services

Fiscal Year: 2020/2021
 Amount: \$6,724,530.33
 Description: Carry Over Unexpended Balances
CS Foundation/CDBG/Measure H

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
131.22.2232.6120	CDBG/Business Assistance Prg	-	324,831.20	324,831.20
131.22.2242.6120	CDBG/Housing Preserv Prg	-	105,331.00	105,331.00
220.61.5103.6574	CS Foundation/Youth Council	-	1,699.85	1,699.85
220.61.5110.6490	CS Foundation/Misc Exp	-	43,222.44	43,222.44
220.61.5110.6544	CS Foundation/Taylor House	-	30,917.66	30,917.66
220.61.5110.6545	CS Foundation/Walk of Fame	-	1,812.23	1,812.23
220.61.5110.6548	CS Foundation/Memorial Wall	-	12,531.75	12,531.75
220.61.5150.6120	CS Foundation/Contract Serv	-	501.25	501.25
220.61.5150.6490	CS Foundation/Misc Exp	-	20,269.85	20,269.85
220.61.5160.6191	CS Foundation/Galster Park	-	2,902.66	2,902.66
220.61.5161.6192	CS Foundation/Cameron	-	14.22	14.22
220.61.5170.6490	CS Foundation/Shadow Oak	-	377.64	377.64
220.61.5180.6240	CS Foundation/Rec Supplies	-	148.25	148.25
220.61.5180.6270	CS Foundation/Other Supplies	-	7,524.31	7,524.31
				-
				-
240.61.2255.6120	Measure H/Contract Serv	-	280,742.00	280,742.00
240.61.2255.6270	Measure H/Other Supplies	-	32,973.22	32,973.22

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
				-

REASON/JUSTIFICATION (Please be specific)

Carry over of unexpended funds from FY 2019-2020 in the Community Services Foundation, CDBG, CDBG-CV, and Measure H.

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

**CITY OF WEST COVINA
BUDGET AMENDMENT**

BA # 021 (cont.)

Posted By:

Date Posted:

Date: 7/1/2020
Requested by: Kelly McDonald
Dept/Div: Public Services

Fiscal Year: 2020/2021
Amount: (see first page)
Description: C/O Sliding Door, Add Meas W, BLD Maint, Lark Ellen House, Contracts

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
122.71.4132.6130	Prop C/Pavement Management	25,000.00	505,313.00	530,313.00
124.71.4131.6110	Gas Tax/Traffic Engineering	-	43,750.00	43,750.00
189.71.4189.6130	Sewer	34,000.00	89,687.00	123,687.00
197.71.4189.6130	Measure W/NPDES	-	290,152.00	290,152.00
181.71.4133.6110	MD1/Professional Services	-	3,187.50	3,187.50
182.71.4133.6110	MD2/Professional Services	-	2,542.50	2,542.50
183.71.4133.6110	CSS/Professional Services	-	5,130.00	5,130.00
184.71.4133.6110	MD4/Professional Services	-	3,992.50	3,992.50
186.71.4133.6110	MD6/Professional Services	-	2,320.00	2,320.00
187.71.4133.6110	MD7/Professional Services	-	2,345.00	2,345.00
188.71.4133.6110	CWMD/Professional Services	11,588.75	7,177.50	18,766.25
189.71.4133.6110	Sewer/Professional Services	24,588.78	7,177.50	31,766.28
110.61.4142.6120	Park Maint/Contract Serv	6,235.00	42,000.00	48,235.00
110.61.4142.6130	Park Maint/Service Contracts	551,696.00	63,000.00	614,696.00
110.61.4142.6141	Park Maint/Natural Gas	7,500.00	5,500.00	13,000.00
110.61.4142.6142	Park Maint/Electricity	137,500.00	78,000.00	215,500.00
110.61.4142.6143	Park Maint/Water	262,500.00	74,000.00	336,500.00
110.61.4142.6270	Park Maint/Other Supplies	36,000.00	20,000.00	56,000.00
110.61.4144.6270	Buildings/Supplies	85,000.00	30,000.00	115,000.00
110.61.5150.6188	Gen Fund/Events	-	7,500.00	7,500.00
188.41.4141.6130	CWMD	348,710.00	300,000.00	648,710.00
225.61.5121.6120	CDBG-CV/Contract Serv	-	114,694.30	114,694.30
225.61.5121.6460	CDBG-CV/Subrecipients	-	347,500.00	347,500.00
21028.169.7700/ 169.80.7004.7700	Lark Ellen House/Design&Demo	-	200,000.00	200,000.00
21029.131.7700/ 131.80.7004.7700	Sliding Doors at Sr Center	-	100,000.00	100,000.00
21030.110.7700/ 110.80.7004.7700	Shadow Oak/Lower Restroom	-	408,600.00	408,600.00
21031.124.7200/ 124.80.7005.7200	Sidewalk Assessment & Repair	-	240,000.00	240,000.00
21032.110.7500/ 110.80.7001.7500	Dispatch Center/New Roof	-	60,000.00	60,000.00
21033.110.7500/ 110.80.7001.7500	Energy Efficiency Project	-	2,805,162.00	2,805,162.00

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
				-

REASON/JUSTIFICATION (Please be specific)

Carry over of unexpended funds from FY 2019-2020 in CDBG-Sliding Door Project. Addition of NPDES expenses against Measure W and Lark Ellen House Design & Demo. Correction for Agreements with Transtech and Willdan. Maintenance for BLD and increase in tree contract for 5-yr trim cycle on right-of-ways

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 STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2020-116 EXTENDING THE LOCAL EMERGENCY DECLARATION

RECOMMENDATION:

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

RESOLUTION NO. 2020-116 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020 AND OCTOBER 20, 2020

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 City Council previously continued the local emergency on April 7, 2020, May 5, 2020, June 2, 2020, June 23, 2020, July 21, 2020, August 18, 2020, September 15, 2020 October 6, 2020 and October 20, 2020.

During a proclaimed local emergency, the City Manager, as the Director of Emergency Services, has the powers enumerated in Section 8-7 of the WCMC. On October 20, 2020, the City Council clarified that the exercise of the City Manager's emergency powers is limited to actions directly related to responding to the COVID-19 emergency.

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 November 11, 2020, there were 51,251,715 confirmed cases of COVID-19 globally. On November 11, 2020, California reported that, as of November 10, 2020, there were 984,682 confirmed cases in California. As of November 10, 2020, there were 327,964 confirmed cases in Los Angeles County, including 3,494 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.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it 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.

Prepared by: Mark Persico, Assistant City Manager

Attachments

Attachment No. 1 - Resolution No. 2020-116

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

RESOLUTION NO. 2020-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, AND OCTOBER 20, 2020

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 due to the COVID-19 pandemic; 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. On November 11, 2020, the WHO reported 51,251,715 confirmed cases globally, 1,270,930 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. On November 11, 2020, CDPH reported that, as of November 10, 2020, there were 984,682 confirmed cases in California, 18,070 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)

ATTACHMENT NO. 1

confirmed case at West Covina High School. On November 11, 2020, the LA County Health Department reported that, as of November 10, 2020, Los Angeles County had 327,964 confirmed cases, 7,216 of which resulted in death; and

WHEREAS, as of November 10, 2020, the LA County Health Department reported 3,494 confirmed cases in the City of West Covina, 73 of which resulted in death; and

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

WHEREAS, on April 7, 2020, the City Council adopted Resolution No. 2020-22, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on May 5, 2020, the City Council adopted Resolution No. 2020-41, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on June 2, 2020, the City Council adopted Resolution No. 2020-45, determining there was a need to continue the local emergency; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 2020-68, determining there was a need to continue the local emergency; and

WHEREAS, on July 21, 2020, the City Council adopted Resolution No. 2020-85, determining there was a need to continue the local emergency; and

WHEREAS, on August 18, 2020, the City Council adopted Resolution No. 2020-91, determining there was a need to continue the local emergency and confirming a written order promulgated by the City Manager; and

WHEREAS, on September 15, 2020, the City Council adopted Resolution No. 2020-96, determining there was a need to continue the local emergency; and

WHEREAS, on October 6, 2020, the City Council adopted Resolution No. 2020-101, determining there was a need to continue the local emergency; and

WHEREAS, on October 20, 2020, the City Council adopted Resolution No. 2020-105, determining there was a need to continue the local emergency and clarifying the City Manager's emergency powers; 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

ATTACHMENT NO. 1

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.

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

APPROVED AND ADOPTED this 17th day of November, 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 1

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No.2020-116 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of November, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION RATIFYING USE OF PEG FUNDS FOR THE EMERGENCY PURCHASE OF COUNCIL CHAMBERS AUDIO SYSTEM

RECOMMENDATION:

It is recommended that the City Council approve a resolution approving a budget amendment and ratifying the use of dedicated funding through the public, educational and governmental (PEG) fund (Account No. 205.80.7001.7900) for the emergency purchase of the new City Council Chambers audio system from Key Code Media, Inc., in the amount of \$75,210.38.

BACKGROUND:

The COVID-19 pandemic forced the closure of most public buildings and the County Public Health Department Order required non-essential workers to stay at home. Many cities locally ceased meetings of all types. But the City of West Covina immediately pivoted to on-line, virtual meetings in order to conduct the public's business. The City Council never canceled a meeting due to the pandemic, a fact that the community can be proud of. While the transition worked, it wasn't easy.

Shortly after transitioning to virtual City Council meetings the audio system in the City Council Chambers experienced a catastrophic failure, and due to its age and proprietary system could not be fixed. In short order, the entire audio system had to be replaced because without it no meetings could be broadcast. This required immediate action and required staff to find a vendor with the ability to quickly rebuild the audio system. The City Manager authorized the emergency purchase of equipment and the hiring of a vendor to address the immediate issue.

On September 15, 2020, the City Council was asked to ratify the emergency purchase. The item was continued for further discussion between vendor, city staff and Council Members. On October 1, 2020, a meeting was held to review the changes made to the audio system.

DISCUSSION:

As outlined above, immediate replacement of the system was necessary to make City meetings accessible to the public and comply with the Brown Act. The City Manager approved the use of PEG funds for the emergency purchase in the amount of \$68,799.38. Pursuant to the City's Purchasing Policy, staff is required to obtain proper authorization for the emergency procurement at the earliest opportunity after the emergency has been addressed. Due to COVID-19 additions of extra microphones for distancing and module for phone calls into audio system, the amount of the Purchase Order must be increased by \$6,411.00, for a revised amount of \$75,210.38. Therefore, staff

is requesting that the City Council ratify the emergency purchase of the new City Council Chambers audio system in the amount of \$75,210.38. No general funds will be used.

Prepared by: Shawn Granger, IT Manager

Fiscal Impact

FISCAL IMPACT:

Staff recommends using \$75,210.38 from the public, educational and governmental (PEG) fund account numbers 17027.205.7900 and 205.80.7001.7900 that was collected for the public access channel so that there is no impact on City General Fund.

Attachments

Attachment No. 1 - Council Chambers Audio
Attachment No. 2 - Wireless Antenna Quote
Attachment No. 3 - Phone Integration Programming
Attachment No. 4 - Emergency PO
Attachment No. 5 - Purchase Order Amendment
Attachment No. 6 - Resolution No. 2020-109
Attachment No. 7 - Budget Amendment - PEG Fund

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

Key Code Media - California

270 S. Flower Street
Burbank, CA 91502
818-303-3900
www.keycodemedia.com

ATTACHMENT NO. 1



A/V Upgrade

Quote # 209285 Version 1

Prepared for:
City of West Covina

Prepared by:
Brian Boring

Equipment

No.	Part #	Description	Qty	Price	Ext. Price
1	MEG 14-40-L B	Sennheiser "Gooseneck microphone (cardioid, condenser) with 5-pin XLR-M, 12-48 V phantom power and illuminated light ring. MAT 153-S table stand available separately "	12	\$229.95	\$2,759.40
2	MAT 153-S B	Table stand for MEG 14-40-L II	11	\$249.95	\$2,749.45
3	EX-LOGIC	Tesira PoE Controller with 16 logic GPIO	2	\$447.50	\$895.00
4	TesiraFORTÉ DAN VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	2	\$2,297.70	\$4,595.40
5	55UT640S0UA	55IN LCD TV 3840X2160 UHD TAA MNTR SIMPLE EDITOR SMART WIFI HDMI 3YR	3	\$867.25	\$2,601.75
6	TSW-1060-B-S	10.1" Touch Screen, Black Smooth	1	\$1,560.00	\$1,560.00
7	TSW-760-B-S	Crestron 7" Touch Screen, Black Smooth	1	\$1,000.00	\$1,000.00
8	TSW-1060-TTK-B-S	Tabletop Kit for TSW-1060, Black Smooth	1	\$145.00	\$145.00
9	TSW-760-TTK-B-S	Crestron TSW-760-TTK-B-S Tabletop Kit for TSW-760, Black Smooth	1	\$125.00	\$125.00
10	CP3N	(Crestron) 3-Series Control System®	1	\$1,690.00	\$1,690.00
11	DM-NVX-350	DigitalMedia 4K60 4:4:4 HDR Network AV Encoder/Decoder	4	\$1,000.00	\$4,000.00
12	DM-NVX-D30	DM NVX™ 4K60 4:4:4 HDR Network AV Decoder	2	\$750.00	\$1,500.00
13	DM-NVX-352	DM NVX™ 4K60 4:4:4 HDR Network AV Encoder/Decoder with Dante® Audio	1	\$1,400.00	\$1,400.00
14	AM-200	AirMedia® Presentation System 200	1	\$1,170.00	\$1,170.00
15	AMP-X300	X Series Amplifier - 70 volt model	2	\$520.00	\$1,040.00
16	HAI-100-4K	Extron Introduces HDMI Audio Embedder with Support for 4K	1	\$1,170.00	\$1,170.00
17	SRS2-8	Middle Atlantic 2 Slide Srs,8 Space	1	\$550.80	\$550.80
18	C10AT70	Atlas 8" Dual Cone In-Ceiling Speaker with 5-Watt 70V Transformer and 10oz Magnet	12	\$51.99	\$623.88

Subtotal: \$29,575.68

Professional Services

No.	Part #	Description	Qty	Price	Ext. Price
19	INT-MAT	Integration Materials - Cables/Connectors/Misc mounts and Hardwares	1	\$4,000.00	\$4,000.00
20	Professional Services	Design, Drawing Package and runlist	1	\$2,400.00	\$2,400.00
21	Profesional Services	Demo/Decommissioing (By others)	1	\$0.00	\$0.00
22	Profesional Services	Project Mangement/site Superintendet	1	\$4,200.00	\$4,200.00
23	Profesional Services	Cabling	1	\$1,600.00	\$1,600.00
24	Profesional Services	Terminations/Equipment Installation/Rack Dressing/Power up	1	\$7,000.00	\$7,000.00
25	Profesional Services	Commissioning-Configurations- Testing	1	\$1,920.00	\$1,920.00
26	Profesional Services	Training	1	\$1,600.00	\$1,600.00
27	Profesional Services	Crestron Programming/Biamp Programming/Testing	1	\$12,000.00	\$12,000.00
				Subtotal:	\$34,720.00

A/V Upgrade

Prepared by:

Key Code Media - California

Brian Boring
(818) 303-3900
Fax 818-303-3901
bboring@keycodemedia.com

Bill To:
City of West Covina

1444 W Garvey Ave S
West Covina, CA 91790-2716
Shawn Granger
626-939-8410
SGranger@westcovina.org

Ship To:
City of West Covina

1444 W Garvey Ave S
West Covina, CA 91790-2716
Shawn Granger
626-939-8410
SGranger@westcovina.org

Quote Information:
Quote #: 209285

Version: 1
Delivery Date: 05/06/2020
Expiration Date: 06/05/2020
Terms: Net 30 Days

Quote Summary

Description	Amount
Equipment	\$29,575.68
Professional Services	\$34,720.00
Subtotal:	\$64,295.68
Shipping:	\$1,200.00
Estimated Tax:	\$3,303.70
Total:	\$68,799.38

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media - California

City of West Covina

Signature:



Name:

Brian Boring

Title:

Director, Product Development

Date:

05/06/2020

Signature:

Name:

Shawn Granger

Date:

Key Code Media - California

270 S. Flower Street
Burbank, CA 91502
818-303-3900
www.keycodemedia.com

ATTACHMENT NO. 2



Shure Add ons

Quote # 210508 Version 1

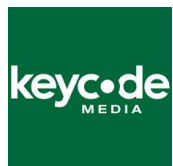
Prepared for:
City of West Covina

Prepared by:
Brian Boring

Equipment

No.	Part #	Description	Qty	Price	Ext. Price
1	ULXD4D=-G50	Shure Single Digital Wireless Receiver with PS41US Power Supply, 1/2 Wave Antenna and Rack Mounting Hardware	1	\$3,131.00	\$3,131.00
2	UA221	Shure Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and Attaching Hardware	1	\$151.00	\$151.00
3	SBC200	Shure Dual Docking Charger, Power Supply NOT Included	1	\$200.00	\$200.00
4	BETA87C	Shure Cardioid Condenser, for Handheld Vocal Applications	2	\$311.00	\$622.00
				Subtotal:	\$4,104.00

Shure Add ons

Prepared by:

Key Code Media - California

Brian Boring
(818) 303-3900
Fax 818-303-3901
bboring@keycodemedia.com

Bill To:
City of West Covina

1444 W Garvey Ave S
West Covina, CA 91790-2716
Shawn Granger
626-939-8410
SGranger@westcovina.org

Ship To:
City of West Covina

1444 W Garvey Ave
West Covina, CA 91793
Shawn Granger
626-939-8410
SGranger@westcovina.org

Quote Information:
Quote #: 210508


Version: 1
Delivery Date: 07/15/2020
Expiration Date: 08/14/2020
Terms: Net 30 Days

Quote Summary

Description	Amount
Equipment	\$4,104.00
Subtotal:	\$4,104.00
Shipping:	\$225.00
Estimated Tax:	\$411.25
Total:	\$4,740.25

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media - California

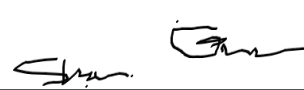
Signature: 

Name: Brian Boring

Title: Director, Product Development

Date: 07/15/2020

City of West Covina

Signature: 

Name: Shawn Granger

Initials: SG

Date: 7/15/2020 3:36:11 PM

IP Address: 24.182.45.114

Email Address: sgranger@westcovina.org

PO Number: 20-00329

Key Code Media - California

270 S. Flower Street
Burbank, CA 91502
818-303-3900
www.keycodemedia.com

ATTACHMENT NO. 3



Additional Programming Quote

Quote # 210919 Version 1

Prepared for:
City of West Covina

Prepared by:
Brian Boring

Equipment

No.	Part #	Description	Qty	Price	Ext. Price
1	LABOR	Programming & Commissioning	1	\$1,670.45	\$1,670.45
				Subtotal:	\$1,670.45

Additional Programming Quote

Prepared by:



Key Code Media - California

Brian Boring
(818) 303-3900
Fax 818-303-3901
bboring@keycodemedia.com

Bill To:

City of West Covina

1444 W Garvey Ave S
West Covina, CA 91790-2716
Shawn Granger
626-939-8410
SGranger@westcovina.org

Ship To:

City of West Covina

1444 W Garvey Ave
West Covina, CA 91793
Shawn Granger
626-939-8410
SGranger@westcovina.org

Quote Information:

Quote #: 210919


Version: 1
Delivery Date: 08/04/2020
Expiration Date: 09/03/2020
Terms: Net 30 Days

Quote Summary

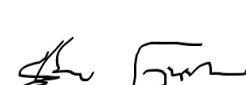
Description	Amount
Equipment	\$1,670.45
Total:	\$1,670.45

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media - California

Signature: 
Name: Brian Boring
Title: Director, Product Development
Date: 08/04/2020

City of West Covina

Signature: 
Name: Shawn Granger
Initials: SG
Date: 8/4/2020 4:12:07 PM
IP Address: 24.182.45.114
Email Address: sgranger@westcovina.org
PO Number: _____



EMERGENCY PURCHASE EXCEEDING \$2,500

Date: March 18, 2020

To: David N. Carmany, City Manager

Requested By: Shawn Granger, IT Manager

Prepared By: Shawn Granger, IT Manager

Requested Purchase: City Council Chambers Audio System

Suggested Vendor: Keycode Media

Purchase Order: Total Cost: \$68,799.38

To comply with Sec. 2-154 of the West Covina Municipal Code that states,

"In case of disaster which threatens the life or property of the people of the city, the city manager is hereby empowered to award contracts and make purchases as may be necessary to meet such emergency, providing he shall file with the council at the next meeting a certificate defining the emergency and the necessity for such action together with a detailed account of all expenditures."

The Emergency Purchase Order request is submitted for your approval.

NATURE OF EMERGENCY: Due to a catastrophic failure of the current audio system in the City Council Chambers, the City cannot currently televise Council Chamber meetings to the public. The system was past end-of-life and its proprietary nature means the entire system must be replaced to resume service. It is vital for the City to have a working audio system so that City Council Meetings abide by the Brown Act. Besides the urgency, we are currently under the COVID-19 emergency. The City needs a vendor who already is familiar with current audio / video systems in the City Council Chambers so that the replacement can be made immediately to have the shortest amount of downtime for the public. Funds for this replacement will come from PEG funds; monies reserved for City Council meeting broadcasting.

Reviewed: Robbeyn Bird
Robbeyn Bird, Finance Director

Approved: David N. Carmany
David N. Carmany, City Manager

Dated: 5-12-20

Dated: 5-12-20

(Please forward signed document to Purchasing)

City of West Covina
Request for Purchase Order Increase/Decrease

Purchase Order No.: 20-00329 Date of Request: 8/31/2020

Vendor Name: Key Code Media Inc.

Account # 205.80.7001.7900

Original Line Item Amount:	<u>\$68,799.38</u>	
	Amount	Reason for Change
Previous Changes:		
1st	<u>\$ -</u>	
2nd	<u>\$ -</u>	
3rd	<u>\$ -</u>	
4th	<u>\$ -</u>	
Current Request	<u>\$6,411.00</u>	<u>Added microphone for COVID19 seating And programming</u>
Revised Amount	<u><u>\$ 75,210.38</u></u>	



Sufficient Funds Available



Appropriation increase approved by Council on _____

Requested by / Date: _____

Department Head Approval / Date: _____

Purchasing Approval / Date: _____

Finance Review Approval / Date: _____

City Manager Approval / Date: _____



Email Revised PO to Vendor

Email _____

RESOLUTION NO. 2020-109

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET
AMENDMENT FOR THE FISCAL YEAR COMMENCING
JULY 1, 2020 AND ENDING JUNE 30, 2021**

WHEREAS, the City Manager, on or about June 23, 2020, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City of West Covina for Fiscal Year 2020-2021; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, receiving, considering and evaluating all comments, and adopted a budget for the fiscal year commencing July 1, 2020 and ending June 30, 2021; 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 City Council hereby approves Budget Amendment No. 020, attached hereto as ATTACHMENT 7 to correct account numbers in the 2020-2021 budget document.

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

APPROVED AND ADOPTED this 20th day of October 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. 2020-109 was duly adopted by the City Council

of the City of West Covina, California, at a regular meeting thereof held on the 20th day of October, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Date Posted:

Fiscal Year:	2020-2021
Amount:	\$107,579.00
Description:	Funding from PEG Funds

☐ Approved ☐ Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE TRAFFIC COMMITTEE MEETING MINUTES AND TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE OCTOBER 13, 2020 TRAFFIC COMMITTEE MEETING

RECOMMENDATION:

It is recommended that the City Council approve the Traffic Committee Meeting Minutes and Traffic Committee recommendations from the October 13, 2020 Traffic Committee Meeting for the following items:

a. **“Lane Ends” Signage Consideration and Review on Vincent Avenue**

- i. **Request:** The City of West Covina received a resident request to review the existing lane and roadway conditions on Vincent Avenue north of the 10-Freeway WB exit to consider installation of signage that will show that the number three lane ends along Vincent Avenue just north of the 10-Freeway WB exit.
- ii. **Review Standard:** After a thorough review of existing field conditions, it was determined that the “Lane Ends” (W4-2) and the (W9-1) signs be installed on the east side of Vincent Avenue north of the 10-Freeway. This will remind motorists that there is a reduction in the number of traffic lanes for NB travel along Vincent Avenue. It is also recommended to install Lane-Reduction Transition Pavement Arrows per section 3B.09 of CAMUTCD.
- iii. **Recommendation:** It was unanimously recommended to install the following signage and pavement legend markings: (1) Install “Lane Ends” (W4-2) symbol sign and (W9-1) Right Lane Ends sign on the east side of Vincent Avenue to warn motorists that the lane ends, per Section 2C.42 of the CAMUTCD. This will provide motorists with a reminder that the lane is ending so that the motorists can prepare to merge left. (2) Install Lane-Reduction Transition Pavement Arrows along Vincent Avenue, per Section 3B.09 of the CAMUTCD. This will guide traffic through transition areas where the number of through lanes is reduced, as shown above in CAMUTCD Figure 3B-14 (CA).

b. **Parking Conditions Review on Lakes Drive (West of Glendora Avenue)**

- i. **Request:** The City of West Covina received a request from a business owner located at The Colony at the NW corner of Lakes Drive and Glendora Avenue. The business owner requested that the angled parking spaces on Lakes Drive west of Glendora Avenue be posted for 2-hour parking like those on Glendora Avenue as well as one space dedicated as a loading zone for deliveries. The business owner indicated that he observed that most of these spaces, since they are not time restricted, appear to be used by The Lakes residents. According to the resolution approved by City Council for The Colony development, the 53 on-street parking spaces would be available for use by guests, employees, and customers with resident parking provided onsite within the parking structure.
- ii. **Review Standard:** The recommendation is based on the existing parking conditions on the adjacent street on Glendora Avenue and will allow for time limit parking options for customers as well as

visitors of the Colony and the Apartment complex across the street. There will be eight spaces available with no parking restrictions posted.

- iii. **Recommendation:** It was unanimously recommended to install 2-hour parking signs along the front of the angled parking spaces along Lakes Drive west of Glendora Avenue for the spaces between Glendora Avenue and the entrance to the parking structure. This will provide approximately 15 spaces posted for 2-hour parking in addition to two ADA parking spaces and leaves the eight spaces west of the parking garage entrance unposted. The 2-hour parking signs will not be posted in front of the 2 blue ADA spaces. Although the applicant requested a dedicated loading space, there is a space striped for no parking that can be used for quickly loading and unloading; therefore, no dedicated space for an unloading zone will be marked.

DISCUSSION:

Please refer to the attached detailed meeting minutes for more information (Attachment No. 1).

OPTIONS:

The City Council has the following options:

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

Prepared by: Jana Robbins, PTP, RSP, Project Manager

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 or added to existing ongoing CIP projects.

Attachments

Attachment No. 1 - Traffic Committee Meeting Minutes from the October 13, 2020 Meeting

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



CITY OF WEST COVINA

Traffic Committee Meeting Minutes

MEETING MINUTES FROM OCTOBER 13, 2020 MEETING

Meeting Name: Traffic Committee Regular Meeting

Date: Tuesday, October 13, 2020

Time: 3:00 p.m.

Location: West Covina City Hall, Management Resources Room (MRC)

Attendees: **City Representatives:** Lieutenant Brian Daniels (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: None

1. **Call to Order:** Meeting was called to order.

2. **Previous Items Recap**

a. **Parking Conditions Review on Fairgrove Avenue**

- i. The City received a request from the West Covina Police Department to review the existing parking conditions on Fairgrove Avenue due to various complaints received regarding loitering, littering, and trespassing/congregating in the undeveloped areas past the gates. It was unanimously recommended to install No Parking signs along the segment to serve as a productive countermeasure to improve public safety along this segment of Fairgrove Avenue per the CAMUTCD which includes the installation of signs on both sides of the segment indicating the "No Parking" limits.

3. **New Traffic Committee Items Presented at the Traffic Committee Meeting:**

a. **"Lane Ends" Signage Consideration and Review on Vincent Avenue**

- i. **Request:** The City of West Covina received a resident request to review the existing lane and roadway conditions on Vincent Avenue north of the 10-freeway WB exit to consider installation of signage that will show that the number three lane ends along Vincent Avenue just north of the 10-freeway WB exit.
- ii. **Review Standard:** After a thorough review of existing field conditions, it was determined that the "Lane Ends" (W4-2) and the (W9-1) signs be installed on the eastside of Vincent Avenue north of the 10-freeway. This will remind motorists that there is a reduction in the number of traffic lanes for NB travel along Vincent Avenue. It is also recommended to install Lane-Reduction Transition Pavement Arrows per section 3B.09 of CAMUTCD.
- iii. **Recommendation:** It was unanimously recommended to install the following signage and pavement legend markings: (1) Install "Lane Ends" (W4-2) symbol sign and (W9-1) Right Lane Ends sign on the eastside of Vincent Avenue to warn motorists that the lane ends. Per Section 2C.42 of the CAMUTCD. This will provide motorists with a reminder that the lane is ending so that the motorists can prepare to merge left. (2) Install Lane-Reduction Transition Pavement Arrows along Vincent Avenue, per



CITY OF WEST COVINA

Traffic Committee Meeting Minutes

MEETING MINUTES FROM OCTOBER 13, 2020 MEETING

Section 3B.09 of the CAMUTCD. This will guide traffic through transition areas where the number of through lanes is reduced, as shown above in CAMUTCD Figure 3B-14 (CA).

b. Parking Conditions Review on Lakes Drive (West of Glendora Avenue)

- i. **Request:** The City of West Covina received a request from a business owner located at The Colony at the NW corner of Lakes Drive and Glendora Avenue. The business owner requested that the angled parking spaces on Lakes Drive west of Glendora Avenue be posted for 2-hour parking like those on Glendora Avenue as well as one space dedicated as a loading zone for deliveries. The business owner indicated that he observed that most of these spaces, since they are not time restricted, appear to be used by The Lakes residents. According to the resolution approved by City Council for The Colony development, the 53 on-street parking spaces would be available for use by guests, employees, and customers with resident parking provided onsite within the parking structure.
- ii. **Review Standard:** The recommendation is based on the existing parking conditions on the adjacent street on Glendora Avenue and will allow for time limit parking options for customers as well as visitors of the Colony and the Apartment complex across the street. There will be 8 spaces available with no parking restrictions posted.
- iii. **Recommendation:** It was unanimously recommended to install 2-hour parking signs along the front of the angled parking spaces along Lakes Drive west of Glendora Avenue for the spaces between Glendora Avenue and the entrance to the parking structure. This will provide approximately 15 spaces posted for 2-hour parking in addition to 2 ADA parking spaces and leaves the 8 spaces west of the parking garage entrance unposted. The 2-hour parking signs will not be posted in front of the 2 blue ADA spaces. Although the applicant requested a dedicated loading space, there is a space striped for no parking that can be used for quickly loading and unloading, therefore no dedicated space for an unloading zone will be marked.

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

5. **Committee Member Comments on Items Not on Agenda:** None.

6. **Adjourn:** Meeting adjourned.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF PURCHASE ORDER WITH LIFE-ASSIST, INC. FOR FIRE
DEPARTMENT EMERGENCY MEDICAL SUPPLIES**

RECOMMENDATION:

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

1. Approve, by a majority vote of the entire City Council, dispensing with formal bidding procedures and requirements in connection with the procurement of emergency medical supplies by finding that it would be impracticable and uneconomical to comply with such requirements and it would promote the public interest to dispense with such requirements, in accordance with the requirements of Section 2-330(b) of the West Covina Municipal Code; and
2. Authorize the City Manager to negotiate and execute a purchase order with Life-Assist, Inc. for a total of five (5) years in an annual amount not-to-exceed \$150,000.

BACKGROUND:

The Fire Department responds to nearly 6,500 emergency medical calls annually and uses a variety of medical supplies when responding to those calls that require the provision of emergency medical care. In support of this effort, staff purchases a variety of medical supplies, equipment, and pharmaceuticals to ensure the Department's first responders are prepared to treat patients with medical conditions and traumatic injuries. This helps to ensure the Department is able to provide critical pre-hospital emergency medical care, as required by Los Angeles County Emergency Medical Services Agency. Supplies and equipment purchased by staff include necessary items such as bandages, splints, intravenous supplies, oxygen masks, medications, and airway equipment.

In 2016, a Request for Proposal (RFP) was issued for the purchase of medical supplies. Five vendors responded, including Life-Assist. Life-Assist was ranked number one among the vendors. However, at that time, staff determined that limiting the purchase of medical supplies and medications to just one company would not be the most cost effective method for the Department to make its purchases. It was also determined that no one company could provide all needed items at the lowest cost. As a result, the City Council approved utilizing three vendors for the supply of emergency medical supplies and medications.

DISCUSSION:

The Fire Department has purchased emergency medical supplies from Life-Assist since 2016 and is very satisfied with their customer service, their vast range of medical products, which cover all the Department's emergency medical supply demands and which are not available from other vendors, and free shipping and guaranteed next day delivery, which is imperative when it comes to medical supplies for first responders. The most important feature is their online ordering process, which is easy and eliminates having to spend a lot of time placing orders over the phone.

Section 2-330(b) of the West Covina Municipal Code states that the City Council, by a majority vote of the entire City Council, may dispense with the formal bidding procedures and requirements of Division 2 (Purchasing System) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code upon a finding that "it would be impracticable, useless or uneconomical...to follow such procedures and...the public welfare would be promoted by dispensing with the same." Staff believes it would be useless and uneconomical and would not promote the public welfare to follow formal bidding requirements in connection with the procurement of these goods. In staff's experience, Life-Assist is the only vendor that can supply all medical products required by the Fire Department. If staff conducted a formal solicitation, Life-Assist would likely be the only vendor that would submit a responsive proposal due to its ability to provide all needed supplies. Therefore, it would be useless and uneconomical to conduct a formal bidding process, as Life-Assist would likely be the only vendor that can meet the City's needs for these products. It would also not promote the public welfare to conduct a formal solicitation, utilizing City resources to conduct such process, when there is only one vendor that can meet the City's needs.

Life-Assist currently provides emergency medical supplies to the following entities:

- Pasadena Fire Department
- Arcadia Fire Department
- Monrovia Fire Department
- La Verne Fire Department
- Sierra Madre Fire Department
- South Pasadena Fire Department
- Burbank Fire Department
- Glendale Fire Department
- Alhambra Fire Department
- San Gabriel Fire Department
- San Marino Fire Department
- Monterey Park Fire Department
- Downey Fire Department
- Santa Fe Springs Fire Department
- Santa Monica Fire Department
- Compton Fire Department
- Orange Fire Department
- Brea Fire Department
- Fullerton Fire Department
- Orange County Fire Authority
- Los Angeles County Fire Department
- Torrance Fire Department
- Redondo Beach Fire Department
- Fountain Valley Fire Department
- Newport Beach Fire Department

The Pasadena Fire Department, following a competitive bidding process, entered into a five-year agreement with Life-Assist in September 2017. Pursuant to that agreement, other fire departments can "piggyback" onto the agreement to obtain the same pricing as Pasadena. Several of the fire departments listed above have elected to piggyback onto Pasadena's agreement. Life-Assist has agreed to provide the same pricing to West Covina. To the extent any medical supplies required by the Fire Department are not listed in Pasadena's pricing schedule, Life-Assist will provide a 25% discount off the list price for such items. By providing this discount, Life-Assist provides better pricing than other vendors.

Pursuant to City policy, if the City piggybacks onto another entity's agreement, the term of the City's agreement with the vendor cannot exceed the term of the agreement between the vendor and the other entity. Pasadena's agreement with Life-Assist is set to expire in September 2022. Because the Fire Department will require the supplies provided by Life-Assist beyond September 2022, the Fire Department desires to enter into an agreement with Life-Assist that does not piggyback onto Pasadena's agreement. To do so, an exemption from the City's bidding requirements is needed.

Based on the foregoing, staff is recommending that the City Council, by a majority vote of the entire City Council, approve dispensing with formal bidding requirements and procedures in connection with the procurement of emergency medical supplies by finding that it would be useless and uneconomical to comply with such requirements and the public welfare would be promoted by dispensing with such requirements for the procurement of such supplies.

LEGAL REVIEW:

The City Attorney's Office reviewed this report and approved it as to form.

OPTIONS:

The City Council has the following options:

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

Prepared by: Vincent A. Capelle, Fire Chief

Fiscal Impact

FISCAL IMPACT:

If approved, a purchase order will be generated with Life-Assist, Inc. The total cost amount of the purchase order is budgeted annually amount in the Fire Department Medical and Oxygen Supplies Account No. 110.32.3210.6233.

Attachments

Attachment No. 1 - Price Proposal

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

5.0 BIDDER'S PROPOSAL

To the Honorable City Council of the City of Pasadena, California

In response to the Notice Inviting Bids for **FURNISH AND DELIVER MEDICAL SUPPLIES AS REQUIRED** the undersigned proposes and agrees to furnish the required material in strict conformity with the general and detailed specifications and data on manufacturer's data sheets and/or exceptions made part of the bid and accepted by the City in writing.

Each bidder must bid on the items shown in the Bidder's Proposal. If any bidder makes any alteration, interlineation or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal and may be rejected.

Instructions: For each Item, please multiply the Unit Price by the corresponding Quantity to determine the Item Price. Sum the Item Prices to determine the Item Total. For the Miscellaneous Medical Supplies, include your percentage discount or markup with the estimated amount to calculate your unit price in dollars. Sum the Item Total and the Sales Tax to determine the Grand Total Price. *All bids along with any required attachments must be entered and uploaded electronically into Planet Bids (www.planetbids.com) by the set bid date and time for this bid.*

Bidders must bid on all items. Incomplete bids will not be deemed responsive. Bids submitted must include catalog or website part numbers for each bid item. No minimum charges will be accepted. Per item charges shall be clearly indicated. All items are to be delivered Free On Board (FOB) to Fire Station 37 in the City of Pasadena, and delivery costs under the weekly order schedule must be included in the unit pricing.

Item #	Description	Manuf Number	Manufacturer	Unit of Measure	Quantity	Unit Price Dollars Cents	ITEM PRICE Dollars Cents	
1	KING LTS-D™ Airway Convenience Bundle, Size 3	LTSD3-KIT	AMBU	ea	15	\$30.50	\$457.50	AC403BUNDLE
2	KING LTS-D™ Airway Convenience Bundle, Size 4	LTSD4-KIT	AMBU	ea	23	\$30.50	\$701.50	AC404BUNDLE
3	KING LTS-D™ Airway Convenience Bundle, Size 5	LTSD5-KIT	AMBU	ea	7	\$30.50	\$213.50	AC405BUNDLE
4	Guedel Airway, 60mm, Black	43060-50	ADC	ea	0	\$0.52	\$0.00	AA16
5	Guedel Airway, 70mm, White	43070-50	ADC	ea	10	\$0.52	\$5.20	AA17
6	Guedel Airway, 80mm Green	43070-50	ADC	ea	42	\$0.52	\$21.84	AA18
7	Guedel Airway, 90mm, Yellow	43090-50	ADC	ea	100	\$0.52	\$52.00	AA19
8	Guedel Airway, 100mm, Red	43100-50	ADC	ea	100	\$0.52	\$52.00	AA20
9	COMBITUBE® Airway, 41 fr. in Soft Pack	5-18441	TYCO	ea	5	\$45.00	\$225.00	AC541
10	LITE-BLADE SLIMS™ Laryngoscope Blade, Macintosh Blade, #3	4803300	RUSCH	ea	5	\$5.99	\$29.95	LY73D

Item #	Description	Manuf Number	Manufacturer	Unit of Measure	Quantity	Unit Price Dollars Cents	ITEM PRICE Dollars Cents	
11	LITE-BLADE SLIMS™ Laryngoscope Blade, Macintosh Blade, #4	4804400	RUSCH	ea	5	\$5.99	\$29.95	LY74D
12	Masimo M-LNCS DCI-I Reusable Sensor, Adult	2501	MASIMO	ea	2	\$196.00	\$ 392.00	PO2501
13	Masimo M-LNCS PDTX Disposable Sensor, Pedi, 18"	2510	MASIMO	ea	5	\$16.50	\$ 82.50	PO2510
14	PHYSIO-CONTROL EDGE Electrode w/QUIK-COMBO Connector, Adult	11996-000091	PHYSIO-CONTROL	ea	5	\$33.00	\$ 165.00	EL7091
15	DIAGNOSTIX™ Palm Style BP Unit, Adult, Navy Blue	703-11AN	ADC	ea	2	\$50.42	\$ 100.84	SG2074
16	Ambu® BLUE SENSOR Electrode, 1.5in h (Packs of 50)	SP 00 S 50	AMBU	pk	5	\$12.00	\$ 60.00	EL9050SP
17	Ambu® BLUE SENSOR Electrode, 1.5in h (Packs of 10)	SP 00 S 10	AMBU	pk	6000	\$1.75	\$ 10,500.00	EL9010SP
18	Ambu® Perfit™ ACE Extrication Collar	00 281 000	AMBU	ea	780	\$4.00	\$ 3,120.00	CXACE
19	Ambu® Perfit™ Mini ACE Extrication Collar	106 281 000	AMBU	ea	60	\$ 4.36	\$ 261.60	CXMINI
20	Laerdal™ STA-BLOK™ Head Immobilizer	700-00001	LAERDAL	ea	150	\$3.63	\$ 544.50	SY975
21	AMSAFE® Dual Set, 15 drop, 100" with MicroClave/Preslit	MRA15-100	AMSINO	ea	1806	\$1.78	\$ 3,214.68	IV5100
22	AMSAFE® Dual Set, 60 drop, 100" with MicroClave/Preslit	MRSA60-100	AMSINO	ea	5	\$2.20	\$ 11.00	IV6100
23	ViaValve™ Safety IV Catheter, 18 ga. x 1 1/4"	326510	SMITH	ea	1800	\$1.60	\$ 2,880.00	IT326500
24	ViaValve™ Safety IV Catheter, 20 ga. x 1 1/4"	326610	SMITH	ea	3400	\$1.60	\$ 5,440.00	IT326600
25	NitroMist® Nitroglycerin Spray, 230 Metered Sprays	240990-0410-08	ROUSES POINT PHARM.	ea	46	\$148.00	\$ 6,808.00	DR0410-08
26	BD PosiFlush™ Pre-Filled Saline Syringe, 10 ml (pack of 30)	306546	BECTON DICKENSON	pk	57	\$17.00	\$ 969.00	DR3065-46
27	Epinephrine, 1:10,000 1 mg, 10 ml LifeShield® Syringe	0409-4921-34	PFIZER DDP INJECTABLES	ea	310	\$ 4.98	\$ 1,543.80	DR4921-34
28	Naloxone, 2 mg, 2 ml LUER-JET™ SYRINGE	76329-3369-1	Intern'l Medication Sys.	ea	120	\$32.35	\$ 3,882.00	DR3369-00
29	Sodium Chloride IV Solution, 0.9%, Hospira, 1000 ml Bag	7983-09	HOSPIRA WORLDWIDE, INC.	ea	1944	\$2.24	\$ 4,354.56	SL7800-09
30	EMS-2 Fanny Pack, Navy Blue	WP06-C3	HAWKE PAKS	ea	20	\$21.17	\$ 423.40	FS104-BLU
31	Ambu® SPUR® II Bag Mask Resuscitator, Adult	000 211 520	AMBU	ea	240	\$8.35	\$ 2,004.00	OM5200
32	Ambu® SPUR® II Bag Mask Resuscitator, Pediatric	000 213 530	AMBU	ea	12	\$12.08	\$ 144.96	OM5300
33	Ambu® SPUR® II Bag Mask Resuscitator, Infant	000 212 540	AMBU	ea	5	\$12.00	\$ 60.00	OM5400
34	CONTINUOUS CARE	MS 101	MEDSOURCE	ea	350	\$1.31	\$ 458.50	OM8101

FURNISH AND DELIVER MEDICAL SUPPLIES AS REQUIRED
3:00PM, June 13, 2017,

Item #	Description	Manuf Number	Manufacturer	Unit of Measure	Quantity	Unit Price Dollars Cents	ITEM PRICE Dollars Cents	
	Nebulizer, Hand Held							
35	GRAHAM® MegaMover® Portable Transport Unit	51926	GRAHAM	ea	300	\$ 16.00	\$ 4,800.00	BS800
36	LifeStar™ EC Nitrile Exam Glove, Small (case of 1,000)	LSE-104-S	MICROFLEX	case	5	\$104.00	\$ 520.00	GL0104S
37	LifeStar™ EC Nitrile Exam Glove, Medium (case of 1,000)	LSE-104-M	MICROFLEX	case	5	\$104.00	\$ 520.00	GL0104M
38	LifeStar™ EC Nitrile Exam Glove, Large (case of 1,000)	LSE-104-L	MICROFLEX	case	5	\$104.00	\$ 520.00	GL0104L
39	LifeStar™ EC Nitrile Exam Glove, X-Large (case of 1,000)	LSE-104-XL	MICROFLEX	case	5	\$104.00	\$ 520.00	GL0104XL
40	STROBE Eyewear, Black Frame, Clear Lens	49GN80	GATEWAY	ea	5	\$1.54	\$ 7.70	IC54-BLK
41	Simulaids O.B. Manikin	180	SIMULAIDS	ea	5	\$485.10	\$ 2,425.50	TR180
42	DYNAREX Adhesive Bandage, Sheer Strips, 3/4" x 3" (box of 100)	3601	DYNAREX	box	48	\$1.56	\$ 74.88	BA3601
43	DUKAL™ Trauma Dressing, 10" x 30"	1030TD	DUKAL	ea	50	\$1.02	\$ 51.00	BA1030
44	KERLIX™ Gauze Bandage, 4.5" x 4.1 yds, Sterile	6715	KENDALL	ea	310	\$1.40	\$ 434.00	BA6715
45	QuikClot® Combat Gauze LE™, 3" x 4 yds Z-fold	350	Z-MEDICA	ea	168	\$ 32.50	\$ 5,460.00	BA7350
46	Miscellaneous Medical Supplies	NA	Percentage Discount or Markup on vendor's catalogue	Dollars	\$30,000	\$ 25% discount off list price	\$ 22,500.00	
						ITEM TOTAL	\$87,041.86	
						SALES TAX 8.75%	\$ 6,079.94	
47	Deliveries for emergency orders within 24 hours	NA	NA	ea	10	\$ 0.00	\$ 0.00	**
						TOTAL	BIDS ARE TO BE SUBMITTED THROUGH PLANET BIDS	

The Fire Department may order additional medical supplies from the vendor that are not listed in the Bid Table, as listed in Item #46. Please list the percent discount OR markup of the vendor's list price for related Miscellaneous Medical Supplies:

25 % discount off list price. Please see the attached file for more information regarding this.

** Emergency orders can be placed for next day delivery, no additional fees are applied and actual shipping charges for next day air delivery will be charged.

Terms _____ Net _____ 30 days

Delivery shall be no more than fifteen (15) days after receipt of City purchase order.

Firm

Life-Assist, Inc.

Contact

Michael Murray

name

Address

11277 Sunrise Park Drive, Rancho Cordova, CA 95742

Phone No. (800) 824-6016

Fax No. (800) 290-9794

Email Address Quotes@Life-Assist.com



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF CONTRACT WITH COLE HUBER LLP IN CONNECTION WITH
THE BKK LANDFILL LOCAL ENFORCEMENT AGENCY**

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to negotiate and execute any documents necessary for the continued engagement of Cole Huber LLP to provide legal services to the City in connection with the BKK Landfill Local Enforcement Agency.

BACKGROUND:

On or about March 9, 2020 the City Manager entered into a Legal Services Agreement with Cole Huber LLP for the firm to provide legal services to the City in connection with the BKK Landfill. Staff now seeks City Council authorization for the City Manager to negotiate and execute any documents necessary for the continued engagement of Cole Huber.

DISCUSSION:

Elizabeth Martyn, a partner at Cole Huber, is the lead attorney representing the City in the BKK Local Enforcement Agency matter. Ms. Martyn has experience with the BKK landfill as former West Covina City Attorney during the late 1980s until 2000.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the Legal Services Agreement as to form.

OPTIONS:

The City Council has the following options:

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

Fiscal Impact

FISCAL IMPACT:

Cole Huber's hourly rates are charged to Account Number 110.22211 as follows:

- Elizabeth Martyn and Steve Graham - \$275.00/hour
- Associates - \$245.00/hour
- Paralegals - \$165.00/hour

Attachments

Attachment No. 1 - Legal Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

March 3, 2020

**ATTORNEY-CLIENT PRIVILEGE
VIA E-MAIL AND U.S. MAIL**

David Carmany
City Manager
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
E-Mail: dcarmany@westcovina.org

Thomas Duarte
City Attorney
Jones & Mayer
3777 North Harbor Blvd.
Fullerton, CA 92835
E-Mail: tpd@jones-mayer.com

Re: Legal Services Agreement with Cole Huber LLP
BKK Landfill Local Enforcement Agency

Dear Mssrs. Carmany and Duarte:

ABOUT OUR REPRESENTATION

Cole Huber LLP is pleased to represent the Local Enforcement Agency (LEA) in the above-referenced matter. Specifically, our firm will provide separate and independent representation for the LEA in discussions, negotiations, and possible administrative hearings and litigation with the State of California acting through CalRecycle and Department of Toxic Substances Control (DTSC) and other state or federal agencies regarding the BKK Landfill. This letter constitutes our agreement setting forth the terms of our representation.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, your names will be included in our list of clients to ensure we comply with the Rules of Professional Conduct.

We have checked the following names against our client index:

City of West Covina

State of California (CalRecycle and DTSC)

ATTORNEY-CLIENT PRIVILEGE

David Carmany

Thomas Duarte

March 3, 2020

Page 2

EPA (federal)

Singpoli Group, LLC

Based on that check, we can represent your interests in the above-referenced matter. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The current billing rate for Elizabeth Martyn and Steve Graham is \$275 per hour, associate attorneys are billed at \$245 per hour, and paralegals are billed at \$165 per hour. We will bill you monthly for all services provided.

You agree that the firm's right to recover fees and costs from the deposit or any subsequent deposit held in the firm's Client Trust Account becomes fixed seven days after the date a bill is sent to you. If the firm receives a written objection from you within seven days of sending the bill, the firm's right to withdraw the amount that is identified in the objection shall be deemed to be disputed, and the firm will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If the firm receives an objection from you more than seven days after the date the bill is sent and after the funds have been withdrawn, the firm will not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.

The memorandum attached to this letter describes the other aspects of our firm's billing policies. You should consider this memorandum part of this Agreement as it binds both of us. For that reason, you should read it carefully.

FIRM STATUS

Cole Huber LLP is a limited liability partnership organized under California law. Derek P. Cole and Scott E. Huber are the equity partners of the firm. All other attorneys who may work on your matter are employees of the firm.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

ATTORNEY-CLIENT PRIVILEGE

David Carmany

Thomas Duarte

March 3, 2020

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We are also pleased to let you know that Cole Huber LLP carries errors and omissions insurance with Lloyds of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in any attorneys' statements to you will be construed as a promise or guarantee about the outcome of the subject of our representation. Attorney statements are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by you, or estimate of fees given by the attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

CLIENT'S DUTIES

You agree to be truthful with our attorneys and the firm and not withhold information. Further, you agree to cooperate, to keep our attorneys informed of any information or developments which may come to your attention, to abide by this Agreement, to pay the firm's bills on time, and to keep our attorneys advised of your address, telephone number, and whereabouts. You will assist our attorneys by timely providing necessary information and documents. You agree to appear at all legal proceedings when our attorneys deem it necessary, and generally to cooperate fully with our attorneys in all matters related to the preparation and presentation of your claims.

NO TAX ADVICE

The firm has not been retained to provide you with any tax advice concerning any of the services described in this Agreement. Any documents prepared by attorneys may have specific tax ramifications. To be sure you understand and are certain of all the potential tax consequences, you should consult with tax advisors regarding these matters.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this Agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

ATTORNEY-CLIENT PRIVILEGE

David Carmany

Thomas Duarte

March 3, 2020

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CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this Agreement, you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

THANK YOU

We are pleased that you have selected Cole Huber LLP to represent you and appreciate the opportunity to assist in resolving this matter. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date, and return the original by March 12, 2020, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this Agreement for your records.

[Signature Page Follows]

ATTORNEY-CLIENT PRIVILEGE

David Carmany

Thomas Duarte

March 3, 2020

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Sincerely,



Elizabeth L. Martyn
COLE HUBER LLP

cc: Derek Cole
Steven Graham

AGREED AND ACCEPTED

By:  _____

Dated: 3-9-20

COLE HUBER LLP – BILLING POLICIES

Our experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing, and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based, in substantial part, on time spent by personnel in our office on that client's behalf. In special circumstances, which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our rates for services are set forth in the retainer letter that accompanies these policies, but are customarily billed at rates from \$250 to \$400 per hour, and our research assistants, paralegals and law clerks are billed at the rate of \$125 to \$175 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees for Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include, but are not limited to, mileage at the current IRS-approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees and Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorneys' fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that the trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Cole Huber LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 60 days, a late charge of one and a half percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed upon in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC.
FOR BROKER AND ADMINISTRATION SERVICES FOR THE EMPLOYEE BENEFITS
PROGRAM**

RECOMMENDATION:

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

1. Approve the Professional Services Agreement with Alliant Insurance Services, Inc., for employee benefit consulting services, for a term through June 30, 2021; and
2. Authorize the City Manager to negotiate and execute the Professional Services Agreement.

BACKGROUND:

Alliant Insurance Services has been providing employee benefits broker services to the City since July 2016. During this period, much effort has been placed on expanding benefit options and maintaining cost containment for employee benefits despite rapidly increasing health benefit costs. Specifically, the following accomplishments have been actualized since utilizing Alliant Insurance Services:

- Implemented Benefit Administration Platform
- Implemented Consolidated Billing of carriers
- Negotiated Leave Management Program
- Audit of Retiree Programs and Financials
- Audit and analysis of CalPERS Medical Program
- Communication to Retiree and Cobra participants for ancillary products

Alliant ensures effective ancillary benefit marketing and provides services including but not limited to: strategic planning, Federal, State and Affordable Care Act (ACA) Compliance consulting, ancillary renewal negotiation and evaluation of cost saving alternatives (Pooled Purchasing, Exchange platforms, Administration Programs), open enrollment and communications support, advocacy services, contract review and benefit administration and consolidated billing services for active employees and retirees. Employee benefit renewal includes the marketing of the City's current benefit plans for which broker representation is needed:

- | | |
|----------------------------------|---|
| •Dental Insurance | •Flexible Benefits Plan |
| •Vision Insurance | •Life Insurance |
| •Short-term Disability Insurance | •Accidental Death and Dismemberment Insurance |

- Long-term Disability Insurance
- Administrative Services
- Retiree administration

- Supplemental Life and AD&D Insurance
- Family Medical Leave Act (FMLA) Administration
- COBRA administration

DISCUSSION:

As outlined above, Alliant has been providing employee benefits brokerage services to the City since July 2016. On June 21, 2016, following a formal Request for Proposal (RFP) process through which the City received proposals from four (4) employee benefit brokerage firms, the City Council approved a Professional Services Agreement with Alliant for a three (3) year term, with up to two (2) additional one (1) year extension options, in an annual amount not to exceed \$50,000. The initial term of the agreement was from July 1, 2016 through June 30, 2019. If the extension options were exercised, the agreement would have expired on June 30, 2021. Due to changes in staffing that occurred around June 2019, the first extension option was not formally exercised. Although the extension option was not formally exercised, Alliant has continued to provide services to the City. From a contractual perspective, the original agreement cannot be amended at this time. As such, staff is requesting to enter into a new one-year agreement with Alliant, consisting of the same terms and conditions as the 2016 agreement, to cover the final year that was authorized by the Council's June 21, 2016 approval.

Staff will conduct a Request for Proposals in or around January/February 2021 in compliance with City policy. A new agreement will be presented for City Council approval prior to July 1, 2021.

Alliant's monthly professional services fee is \$4,166.67 and includes all consulting services and the cost for the TotalWorks BenXcel (BCC) program that includes: Consolidated Billing, Retiree Billing, Benefit Administration, and Benefit Election.

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

Fiscal Impact

FISCAL IMPACT:

No fiscal impact. The terms of the original contract will remain the same.

Attachments

Attachment No. 1 - Agreement with Alliant

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

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALLIANT INSURANCE SERVICES, INC.
FOR
EMPLOYEE BENEFIT PROGRAMS**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2020 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and ALLIANT INSURANCE SERVICES, INC., a California corporation ("Consultant").

W I T N E S S E T H :

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

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

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

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

E. WHEREAS, Consultant has provided the services contemplated herein pursuant to that certain Professional Services Agreement between City and Consultant dated July 1, 2016; and

F. WHEREAS, City and Consultant intend and desire that this Agreement be effective retroactive to the Effective Date.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by

professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City shall pay Consultant a monthly flat fee of Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) for all services provided pursuant to this Agreement, including all fees and costs associated with the maintenance of the TotalWorks benefit administration system.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this

Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective retroactive to the Effective Date and continue through June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized 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. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Consultant 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 Consultant. 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 Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.
- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

- (d) **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant 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.** Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. 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.

6.0. GENERAL PROVISIONS

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

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

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

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

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

IF TO CONSULTANT:

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
Tel: (949) 660-8164
Email: mmorales@alliant.com
Attn: Michael Morales

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8450
Email: htran@westcovina.org
Attn: Helen Tran, Human Resources
and Risk Management Director

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees,

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

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

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

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

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

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

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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

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

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

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

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

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

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

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

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

6.25. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Human Resources and Risk Management
Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. General Benefit Consulting Services

- Manage all employee benefit offerings, including all voluntary benefits
- Participate in insurance committee meetings as requested
- Provide assistance with any claims, billing, or eligibility issues
- Consult with insurance carriers regarding any carrier specific issues
- Assist the City in effectively communicating all benefit offerings to employees and retirees
- Establish goals, timelines, and milestones
- Audit all contracts and Summary Plan Documents

2. Renewal Process

- Establish renewal and marketing timelines
- Request, obtain, and negotiate benefit plan renewals
- Prepare and distribute detailed bid specifications to obtain viable, competitive carrier proposals for all applicable coverages
- Provide a detailed analysis comparing current offerings with market proposals (including plan comparisons, rate exhibits, network comparisons, etc.)
- Negotiate the most cost-effective program while maintaining benefits
- Educate the insurance committee on available benefit plans options
- Provide recommendations during provider selection process
- Assist in all transitional issues: ID cards, access of care issues, elevated service issues, etc.

3. Open Enrollment Health Fair

- Prepare enrollment packets (including announcements, instructions brochure, current elections, etc.)
- Create customized open enrollment communications for active employees and retirees
- Coordinate and attend the annual health fair (Open Enrollment Kickoff)
- Create a Universal Enrollment Form for non-website based enrollments
- Assist with the enrollment packets provided at the health fair and thereafter

4. Education

- Attend periodic briefings to provide benefit updates to employees
- Plan and conduct educational meetings as needed (i.e. Medicare Part D, Pharmacy)

5. Implement and Maintain the TotalWorks Benefit Administration System

The TotalWorks benefit administration system will automate and centralize all employee benefit transactions and processing. The system will provide:

- Employees a personalized benefit dashboard
- Self-serve enrollment
- Invoice reconciliations and remittance
- Consolidated invoicing
- Customer service call center
- Maintain eligibility data and transmit data to the benefit providers (medical, dental,

- vision, file, ltd, flexible spending plans, etc.)
- Synchronize deductions with the human resources and payroll systems

Service Guarantee

Consultant is confident that it will be able to exceed the City's service expectations and provide the best in class consulting. To illustrate its commitment, Consultant is willing to place 20% of its consulting fee at risk. At any time, the City can invoke the terms of the guarantee, based solely on City's satisfaction.

Alliant Specialty Insurance Services (ASIS): In addition to the compensation that Alliant receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Alliant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to the City and is agreed to by City as part of the premium. City further acknowledges that Alliant and ASIS maintain an arm's length relationship. City further understands that while Alliant represents City as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular matter.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF AWARD OF BID FOR TOYOTA VEHICLES FOR POLICE
DEPARTMENT DETECTIVES**

RECOMMENDATION:

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

1. Find that Toyota of Huntington Beach is the lowest priced responsive bidder for four Toyota vehicles for Police Department Detectives;
2. Approve a purchase order agreement with Toyota of Huntington Beach totaling \$161,394.44, from account #117.31.3130.7170; and
3. Authorize the City Manager to negotiate and execute any documents required in connection with the purchase.

DISCUSSION:

On July 21, 2020 (agenda item #18), the City Council appropriated federal asset forfeiture funds for a range of items for the Police Department, including four vehicles for Detectives. Detective vehicles—the newest set purchased about five years ago—have required increasing repairs, and are approaching the end of their useful life. Detective vehicles do not require a full police patrol and pursuit package. Regular vehicles with more ordinary appearances can meet Department needs. Police Detectives researched and evaluated vehicle models that would best meet Department needs, with the longest useful life at economical prices. They selected a mix of Toyota Camry sedans and 4Runner SUVs—the latter able to carry additional investigative equipment when needed in the field.

The July 2020 agenda item stated that staff would conduct a competitive bid process for these vehicles, and then return to the City Council to award the bid. A Request for Quotations (RFQ) for these vehicles, all with Toyota Gold Protection Plan extended warranties, was completed and published online at Planet Bids on September 28, 2020. City staff also emailed several Toyota dealership in the local region and alerted them about this RFQ. Eight potential bidders subsequently viewed the bid packet from Planet Bids. On the bid deadline of October 19, 2020, staff received two sealed bid packages. Staff reviewed these bid packages, and concluded that they were both fully responsive to the RFQ. The table below summarizes the bid amounts:

VENDOR	TOTAL
Toyota of Huntington Beach	\$161,394.44
Larry H. Miller Toyota Corona	\$163,186.17

In accordance with the City’s purchasing policy, staff recommends accepting the lowest responsive bid, from Toyota of Huntington Beach, and approve a purchase order agreement totaling \$161,394.44 (including tax, fees, warranties)—see Attachment No. 1.

Prepared by: Alex B. Houston, Police Administrative Services Manager

Additional Approval: Richard Bell, Chief of Police

Additional Approval: Robbeyn Bird, Finance Director

Fiscal Impact

FISCAL IMPACT:

The purchase of these vehicles will constitute no cost to the General Fund. Asset forfeiture funds were previously appropriated by the City Council in account #117.31.3130.7170 for this purchase.

Attachments

Attachment No. 1 - RFQ 31-006 Bid Pricing Sheet from Toyota of Huntington Beach

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

ATTACHMENT NO. 1

Attachment C



THE CITY OF
WEST COVINA
PURCHASING DIVISION
PHONE (626) 939-8443

REQUEST FOR QUOTATION

(This is not an order)

Quotation No. 31-006

INSTRUCTIONS TO BIDDERS:																																											
<ul style="list-style-type: none"> Please quote prices F.O.B. Destination. No charges for packing, drayage, postage, or for any other purpose will be allowed over and above the prices quoted herein unless noted. Quote each item separately as awards will be made on a unit basis. Each item will be considered separately and not in combination with other items unless otherwise specified. The City invites cost saving or quality improving substitutes, however deviations from these specifications should be clearly indicated on your quotation. 		Buyer Mailed Return by																																									
<table border="0"> <thead> <tr> <th></th> <th></th> <th>Unit Price</th> <th>Extension</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>ea New ²⁰²¹ 2020 Toyota 4Runner 4x2 SR5 V6 vehicles, With features and specifications as listed in RFP</td> <td><u>37449⁰⁰</u></td> <td><u>74898⁰⁰</u></td> </tr> <tr> <td>2</td> <td>ea New ²⁰²¹ 2020 Toyota Camry 4 Door XSE V6 sedan Vehicles, with features and specifications as listed in RFP</td> <td><u>33948⁰⁰</u></td> <td><u>67896⁰⁰</u></td> </tr> <tr> <td>4</td> <td>ea Toyota Gold Protection Plan for all vehicles (\$0 deductible, 8 years/125K miles) * this should not be taxed</td> <td><u>1250⁰⁰</u></td> <td><u>5000⁰⁰</u></td> </tr> <tr> <td colspan="2">Sub Total</td> <td></td> <td><u>147794⁰⁰</u></td> </tr> <tr> <td colspan="2">9.5% Calif. Sales Tax on taxable items (excluding Federal Excise Tax)</td> <td></td> <td><u>13565⁴⁴</u></td> </tr> <tr> <td colspan="2">Tire tax</td> <td><u>875</u></td> <td><u>35⁰⁰</u></td> </tr> <tr> <td colspan="2">Other Fees</td> <td><u>—</u></td> <td><u>—</u></td> </tr> <tr> <td colspan="2">describe fees here:</td> <td></td> <td></td> </tr> <tr> <td colspan="2">GRAND TOTAL</td> <td></td> <td><u>\$161324⁴⁴</u></td> </tr> </tbody> </table>						Unit Price	Extension	2	ea New ²⁰²¹ 2020 Toyota 4Runner 4x2 SR5 V6 vehicles, With features and specifications as listed in RFP	<u>37449⁰⁰</u>	<u>74898⁰⁰</u>	2	ea New ²⁰²¹ 2020 Toyota Camry 4 Door XSE V6 sedan Vehicles, with features and specifications as listed in RFP	<u>33948⁰⁰</u>	<u>67896⁰⁰</u>	4	ea Toyota Gold Protection Plan for all vehicles (\$0 deductible, 8 years/125K miles) * this should not be taxed	<u>1250⁰⁰</u>	<u>5000⁰⁰</u>	Sub Total			<u>147794⁰⁰</u>	9.5% Calif. Sales Tax on taxable items (excluding Federal Excise Tax)			<u>13565⁴⁴</u>	Tire tax		<u>875</u>	<u>35⁰⁰</u>	Other Fees		<u>—</u>	<u>—</u>	describe fees here:				GRAND TOTAL			<u>\$161324⁴⁴</u>
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Firm <u>TOYOTA OF HUNTINGTON BEACH</u> Address <u>14411 BEACH BLVD HB, CA 92648</u> Telephone <u>714-500-2020</u> Fax <u>714-841-9857</u>		Terms _____ FOB Point _____ Delivery _____ days after receipt of order Signed <u>[Signature]</u>																																									



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF POLICE DEPARTMENT VEHICLE EQUIPMENT AND
CONVERSION PURCHASES**

RECOMMENDATION:

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

1. Pursuant to Section 2-333(i)(2) of the West Covina Municipal Code, waive the formal bidding requirements and procedures set forth in Section 2-333 of the West Covina Municipal Code in connection with the procurement of public safety vehicle equipment and installation services from Black and White Emergency Vehicles, LLC based upon the Purchasing Officer's determination that the City of Arcadia obtained a bid from Black and White Emergency Vehicles, LLC pursuant to formal contract procedures at least as rigorous as those of West Covina; and
2. Authorize the City Manager to execute purchase orders with Black & White Emergency Vehicles, LLC for public safety vehicle equipment and installation services for a period that coincides with the City of Arcadia's purchase orders.

DISCUSSION:

On January 17, 2017, the City Council authorized the Police Department to use Black and White Emergency Vehicles of Azusa for the purchase of public safety vehicle equipment and installation services, through Fiscal Year 2019-2020. This approval “piggybacked” on a competitive bid by the City of Arcadia, allowing West Covina to obtain the same competitively bid and awarded prices as Arcadia, as permitted by West Covina Municipal Code section 2-333(i)(2). Over the past three years, Police Department staff have been extremely satisfied with Black and White Emergency Vehicles. Their nearby location and their proficient vehicle handling services have saved considerable Police Department staff time, equipping Police vehicles quickly and efficiently. However, the term of the last agreement has ended.

In February 2020, the City of Arcadia issued a new Request for Bid (RFB) to solicit proposals from qualified vendors for public safety vehicle equipment purchases and installation services. On the bid deadline, Arcadia received two bids. The lowest responsive bid was again from Black and White Emergency Vehicles of Azusa. On March 17, 2020, the Arcadia City Council approved a purchase order with Black and White Emergency Vehicles, with the ability to renew the purchase order for three (3) one (1) year periods.

Black and White Emergency Vehicles has agreed to offer the same pricing terms to the City of West Covina—see Attachment No. 1. “Piggybacking” on this bid is permitted by Section 2-333(i)(2) of the West Covina Municipal

Code, which authorizes the waiver of formal contract procedures "[w]hen the successful bidder for a contract with another county, city, special district or other local agency makes the same written bid to the city, and the purchasing officer finds that the other local agency originally obtained the bid pursuant to formal contract procedures at least as rigorous as those of the city." Finance staff and the Purchasing Officer (Finance Director) have reviewed Arcadia's competitive bid process and award, and found that the process is the same, which satisfies West Covina's requirements. Authorizing the Police Department to utilize Black and White Emergency Vehicles while the City of Arcadia's purchase orders are in effect allows West Covina to obtain identical pricing, save staff time by utilizing the most local vendor, and streamline the City's purchasing process for the purchases of public safety equipment with installation services.

Prepared by: Alex B. Houston, Police Administrative Services Manager

Additional Approval: Richard Bell, Chief of Police

Additional Approval: Robbeyn Bird, Finance Director

Fiscal Impact

FISCAL IMPACT:

Designating Black & White Emergency Vehicles as the authorized vendor for the Police Department's vehicle equipment and installation will guarantee that West Covina obtains the lowest, competitively bid prices for several years (through Fiscal Year 2022-2023), and will save considerable staff time.

Attachments

Attachment No. 1 - Letter from Black & White Emergency Vehicles, with 3/17/2020 Staff Report and RFB Bidder Sheet from City of Arcadia

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety



September 14, 2020

Sgt. Brian Daniels,

Black and White Emergency Vehicles LLC, will honor the same pricing discount as the City of Arcadia's RFP awarded to us March 17, 2020 in which we came in the lowest bidder. Labor rates will be \$80 an hour with an hour minimum charge. Parts and material not to exceed 35% of manufacturer's cost and does not include freight charges. These discounts will take effect immediately and shall continue for three years from proposal date. We look forward to working with your department, and yourself. Please feel free to contact us with any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John D. Patino". The signature is fluid and cursive, with a large loop at the end.

John D. Patino

President

590 South Vincent Avenue, Azusa, CA 91702
Office 626-334-6300 Fax 626-334-6301



STAFF REPORT

Public Works Services Department

DATE: March 17, 2020

TO: Honorable Mayor and City Council

FROM: Tom Tait, Public Works Services Director
By: Tyler Polidori, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH BLACK AND WHITE EMERGENCY VEHICLES, INC. FOR THE PURCHASE OF VEHICLE OUTFITTING SUPPLIES AND SERVICES IN THE AMOUNT OF \$167,149.29

Recommendation: Approve

SUMMARY

The Public Works Services Department ("PWSD") is responsible for outfitting new fleet vehicles with safety lighting, radio communication systems, and other job specific specialty equipment. This outfitting service is performed by an outside vendor. To ensure that the City is receiving the most competitive prices for the purchase of outfitting supplies and services, a formal bid process was conducted and Black and White Emergency Vehicles, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve a purchase order with Black and White Emergency Vehicles, Inc. for the purchase of vehicle outfitting supplies and services in the amount of \$167,149.29, with the option of three, one-year renewals.

BACKGROUND

The PWSD is responsible for the purchase of fleet vehicles described in the City's annual Equipment Replacement Plan. When new police pursuit vehicles, service trucks, and miscellaneous vehicles are purchased, they are sent to an outside vendor for vehicle outfitting, which includes the installation of safety lighting, radio communication systems, and other job specific specialty equipment. Police pursuit vehicles are outfitted with a prisoner seat, acrylic partition, push bar, gun mounts, and lights and sirens. The service trucks and other miscellaneous vehicles are sent to the vendor to be equipped with safety lights and a City issued two-way radio. After the vendor has installed all outfitting related equipment, the vehicle is ready for duty.

DISCUSSION

A Notice Inviting Bids was published in the City's adjudicated newspaper and sent directly to numerous local vehicle outfitting firms. On February 25, 2020, the Office of the City Clerk received and opened two sealed bids with the following results:

Bidder	Location	Bid
Black & White Emergency Vehicles, Inc.	Azusa, CA	\$167,149.29
West Coast Lights & Sirens	Riverside, CA	\$175,691.63

All bid documents were reviewed for content and the vendor's ability to best meet the City's needs as described in the bid specifications. Based on the evaluation of the bids, it was concluded that Black and White Emergency Vehicles, Inc. is the lowest responsive bidder. Black and White Emergency Vehicles, Inc. is currently the vehicle outfitting supplies and services provider for the City and have provided excellent service.

All bid documents were reviewed for content and the vendor's ability to best meet the City's needs as described in the bid specifications. Based on the evaluation of the bids, it was concluded that Black and White Emergency Vehicles, Inc. is the lowest responsive bidder and has satisfactorily provided outfitting supplies and services to the City in the past.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Sufficient funds have been budgeted in each Department's Fiscal Year 2019-20 Equipment Replacement Fund for the purchase of vehicle outfitting supplies and services.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Black and White Emergency Vehicles, Inc. for the purchase of vehicle outfitting supplies and services in the amount of \$167,149.29, with the option of three, one-year renewals.

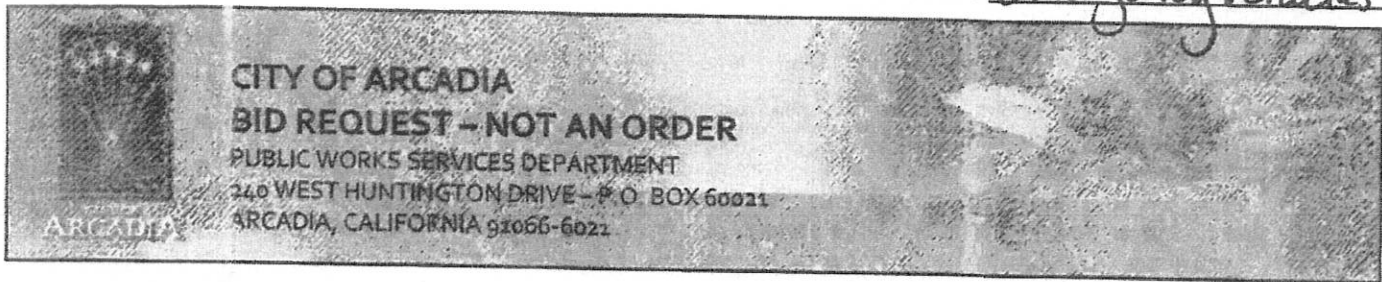
Award Purchase Order for Vehicle Outfitting Supplies and Services
March 17, 2020
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Black and White
Bidder: Emergency Vehicles



CONSIDERATION CANNOT BE GIVEN TO BIDS RECEIVED AFTER 11:00 AM FEBRUARY 25, 2020	FOR FURTHER DETAILS CALL: (626) 254-2710	PWS-VEHICLE UPFITTING AND EQUIPMENT 2020
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- State Brand and/or manufacturer for each item. The manufacturer's name must be given. All products that meet the minimum specifications will be considered, with final determination of acceptable product to be made by City Staff.
- If you cannot provide an item, please mark "not available" or "N/A". Please do not leave any items blank.
- Verify your bid before submission. In the event of an extension error, the unit price shall prevail.

BID SCHEDULE A

Material Costs – Ford Explorer Patrol:

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
1.	(2747ACC) 47" 2700CC BYO lightbar configuration #C40209	Code 3	1	1850.00	1850.00
2.	(Z3SP-1) Z3S MATRIX SIREN	Code 3	1	625.00	625.00
3.	(3450) Banshee Amplifier Siren System	Code 3	1	282.66	282.66
4.	(C3100X) C3100 Series Siren Speaker	Code 3	2	155.00	310.00
5.	(MR6MC-RW) Multi-color red/white LED light	Code 3	2	78.30	156.60
6.	(MR6MC-BW) Multi-color blue/white LED light	Code 3	2	78.30	156.60
7.	(HDLGTBKT-PIU) MR6 Light Bracket	Code 3	1	25.35	25.35
8.	(FSM-BKT-PIU) M180 Bracket	Code 3	1	30.65	30.65
9.	(M180SMC-RB) M180 Combination light	Code 3	2	108.00	216.00
10.	(BSM-BKT-PIU) M180 Bracket	Code 3	1	25.50	25.50
11.	(5342-2L91) 2-Light LR Series Push Bumper (Code 3 MR6)	Go Rhino Public Safety	1	368.03	368.03
12.	(950-PIU) Plug-in Headlight Flasher	Code 3	1	80.96	80.96

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
13.	(DK0100ITU12) Door Panel TPO Black Polymer	SETINA	1	193.88	193.88
14.	(WK0595ITU12) Window Barrier Poly	SETINA	1	178.90	178.90
15.	(1K0574ITU12SCASS) #6VS SPT Coated Poly Partition	SETINA	1	780.42	780.42
16.	(QK0491ITU12) TPO Floor Pan	SETINA	1	164.18	164.18
17.	(PP9640) V/Drain for Floor Pan	V/Drain	2	38.20	38.20
18.	(QK0496ITU12) #12 Coated Poly Partition W/TPO Seat	SETINA	1	967.15	967.15
19.	(225-2373) Single Drawer Box 36"W x 28 1/2"D x 15 1/2"H, includes 2" Lip	B&B Enterprises	1	1176.00	1176.00
20.	(HWLFE13) Siren Amplifier with One Speaker, Includes Mounting Bracket	Whelen	1	543.75	543.75
21.	(CM-SDMT-SA-LED) Console Side Swing Arm Docking Station Mount	Troy	1	274.05	274.05
22.	(CP-UV-CARGO-MNT) Police Interceptor UV lift-up cargo platform	Troy	1	330.37	330.37
23.	(AC-UV-TRAY-H) Cargo Mount Attachment Electronics Tray	Troy	1	185.25	185.25
24.	(CC-UV-L-18) Police Interceptor Utility Specific 18" Console	Troy	1	369.97	369.97
25.	(AC-INBHG), Internal two-piece dual beverage holder	Troy	1	42.35	42.35
26.	(AC-TB-ARM-MNT-LP) Console mounted height adjustable low profile swivel arm rest	Troy	1	132.30	132.30
27.	(SC-6) Generation 2 Universal gun lock with #2 key	Santa Cruz Gunlocks	2	123.75	247.50
28.	(W6BR) Wildcat Hide-a-Blast W600 Vertical flange mount, 9ft Blue/Red	Code 3	2	79.98	159.96
29.	(CITEZPIU-RABA-MTC) Citadel EZ Mount PIU, Multi-color, RA, BA, Controller	Code 3	1	997.50	997.50
30.	(ULTTC-RBA) Mega Thin Tri-color 18 LED exterior light, surface mount, red/blue/amber	Code 3	2	95.70	191.40
31.	(MB8U), NMO Antenna RG58U Coax Solid Center Wire, 3/4" hole	Laird Technologies	5	12.50	62.50
32.	(35951) 152-162 Mhz 1/4 Wave Antenna Black	Laird Technologies	1	9.85	9.85
33.	(74344) 450-470 Mhz 1/4 Wave Antenna Black	Laird Technologies	1	9.72	9.72
34.	(RPT-3000-1C) Connector, Reverse gender & reverse threaded SMA Male	RF Industries	2	5.96	11.92
35.	(NMO150/450C) Dual Band Antenna, 50-154 1.6 dB/450-460 3.5 dB	Pulse Larsen	2	43.25	86.50

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
36.	(GPSU15M) GPS Active Antenna Black NMO mount 3-5V	Laird Technologies	1	70.98	70.98
37.	(MMSU-1) Magnetic Mic single unit	Magnetic Mic	3	32.00	96.00
38.	(CW0400) 400 series compartment light, 5.4" LED 12/24V	Code 3	1	29.99	29.99
39.	Ignition Interlock System, 27 Circuits w/modular Smart Start timer, L3 bracket for Ford Utility, w/20 ft. output wires	Smart Start	1	625.00	625.00

Installation Labor Costs – Ford Explorer Patrol:

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
1.	Installation of all items 1-39 listed above into a Ford Explorer Police Interceptor Unit. Installation to include the following owner provided items: UHF/VHF two-way radio, laptop mount, and 2 gun racks	40	80.00	3,200.00

MATERIALS & INSTALLATION LABOR COST FOR (1) FORD EXPLORER \$ 15,341.14

SALES TAX (10.25%) \$ 1,457.41

TOTAL \$ 16,798.55

TOTAL MATERIALS & INSTALLATION LABOR COST FOR (7) FORD EXPLORERS \$ 117,589.85 (A)
* (total above x 7)

BID SCHEDULE – B

Material Costs – Utility Bed Pickup Truck:

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
1.	(NASL847), 8-LED amber NarrowStik 47" with Controller	Code 3	1	999.85	999.85
2.	(CW2451), 9-LED Worklight, square swivel 12-24V Flood	Code 3	4	108.34	433.36
3.	(MR6-A), surface mount amber LED	Code 3	2	67.50	135.00
4.	(ULT6-A), 6 LED Mega Thin Surface Mount, 12-24V, Amber	Code 3	2	81.87	163.74
5.	(CC-WBOS-20), Wide body console w/open storage	Troy	1	520.70	520.70
6.	(AC-INBHG), Internal two-piece dual beverage holder	Troy	1	42.35	42.35
7.	(AC-TB-ARM MNT-LP), Console mounted height adjustable low-profile swivel arm	Troy	1	144.85	144.85
8.	(MRCB-150), DC 150-amp manual reset circuit breaker	Eaton Bussman	1	33.59	33.59

9.	(MB8U), NMO Antenna RG58U Coax Solid Center Wire, 3/4" hole	Laird Technologies	1	12.50	12.50
10.	Headache Rack: White powder coated finish – must accommodate mini light bar, Narrowstik, work lights, and antenna	Miscellaneous	1	450.00	450.00
11.	(BS5025), 6 position fuse block w/ground buss & cover	Blue Sea Systems	1	29.95	29.95
12.	4-pin trailer plug and bracket	Miscellaneous	1	42.50	42.50
13.	(6001), TOP H.A.T. high-reliability 250-amp battery timer	Copeland	1	119.65	119.65
14.	(C3100U), 100w Speaker w/Universal Mounting Bracket	Code 3	1	155.00	155.00

Installation Labor Costs - Pickup Truck with Utility Bed

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
1.	Installation of items 1-14 listed above into a full-size utility bed pickup truck. (Installation to include center console, custom headache rack with Narrowstik and controller, amber LED lights mounted front and rear, external speaker, 4 LED work lights, heavy duty battery timer w/all accessories for dual batteries, and the following owner provided items: mini lightbar, two-way radio, and secondary battery.)	20	80.00	1,600.00

MATERIALS & INSTALLATION LABOR COST FOR (1) UTILITY PICKUP \$ 4883.04

SALES TAX (10.25%) \$ 311.89

TOTAL \$ 5,194.93

TOTAL MATERIALS & INSTALLATION LABOR COST FOR (8) UTILITY PICKUPS \$ 41,559.44 (B)
* (total above x 8)

BID SCHEDULE -C

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
1.	Fixed Installation Labor Hourly Shop Rate	100	80.00	8,000.00

TOTAL LABOR & MATERIAL COSTS FOR ALL SCHEDULES A, B, and C \$ 167,149.29 (A + B + C)

one hundred sixty seven thousand, one hundred forty nine and 29/100 —
(Dollar amount in written form)

TOTAL BID AMOUNT

\$ 167,149.29

one hundred sixty seven thousand, one hundred forty nine and 29/100 —
(Dollar amount in written form)

Bidder: Emergency Vehicles

ADDITIONAL COMMENTS

ARCADIA

IN THE EVENT OF AN EMERGENCY SITUATION DOES VENDOR WISH TO HAVE THEIR NUMBER ADDED TO THE CITY OF ARCADIA EMERGENCY CONTACT LIST?

☒ YES
☐ NO

IF YES IS SELECTED PLEASE PROVIDE TWO PHONE NUMBERS THAT VENDOR CAN REACHED AT 24 HOURS A DAY.

PRIMARY NUMBER:

(626) 334-6300

CONTACT PERSON:

John Patino

ALTERNANTE NUMBER:

(626) 862-6500 (cell#)

CONTACT PERSON:

John Patino

PLEASE PROVIDE ANY ADDITIONAL COSTS THAT MAY BE ASSOCIATED WITH THESE SERVICES.

NOTE:

THE SELECTION OF 'YES' OR 'NO' WILL IN NO WAY HAVE A DETERMINING AFFECT AS TO THE AWARD OF THIS BID.

BIDDERS PROPOSAL SHEETS

ARCADIA

A. Address from which the City will be serviced:

Black and White Emergency Vehicles, LLC
COMPANY NAME

John Patino
NAME OF CONTACT PERSON

590 S. Vincent Ave
STREET ADDRESS

CA
STATE

91702
ZIP

Arana
CITY

B. We Black and White Emergency Vehicles hereby agree to furnish lighting and electrical supplies for the period of one (1) year beginning on the date of contract execution.
COMPANY NAME

C. The City May exercise its option to renew this agreement as stipulated under the General Conditions.
MAY OR MAY NOT

D. Invoice terms of 8 % 8 (minimum of 20 days required). Unless otherwise stated NET 30 days shall apply.

E. Please indicate if this bid will be extended to other public agencies:

YES

X

NO

BIDDER'S NAME:

Black and White Emergency Vehicles, LLC

AUTHORIZED SIGNATURE:

PRINTED NAME:

John Patino

TITLE:

President

ADDRESS:

590 S. Vincent Ave

Arana
CITY

CA
STATE

91702
ZIP

(626) 334-6300
TELEPHONE NUMBER

(626) 334-6301
FAX NUMBER

john@blackandwhiteev.com
EMAIL

TAXPAYER I.D. NUMBER:

47-4786871



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 17, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF EXPENDITURES OF FISCAL YEAR 2020-21 SUPPLEMENTAL
LAW ENFORCEMENT SERVICES ACCOUNT FUNDS**

RECOMMENDATION:

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

1. Appropriate expenditures from the Fiscal Year (FY) 2020-21 Supplemental Law Enforcement Services Account (SLESA) funds, totaling an estimated \$161,021, for frontline law enforcement items detailed in the attached budget amendment.
2. Adopt the attached resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2020-102 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL
YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (2020-21 SLESA FUNDS)**

DISCUSSION:

The Supplemental Law Enforcement Services Account (SLESA) is a State allocation which, according to California Government Code sections 30061 and 30062, must be used “exclusively to fund frontline municipal police services, in accordance with written requests submitted by the [C]hief of [P]olice.” These funds cannot be used to “supplant other funding for Public Safety Services,” but must instead supplement local funds. This funding was formerly called the Supplemental Law Enforcement Service Fund (SLESF), but was renamed SLESA as part of the realignment program for law enforcement that was enacted along with the State of California 2011 Budget Act. In its entirety, West Covina’s FY 2020-21 SLESA allocation totals an estimated \$161,021. Anticipating the receipt of these funds, which is distributed monthly, the Police Department prioritized a list of unbudgeted needs, as follows:

- Bulletproof Vests: Within the next year, a large number of the standard bulletproof vests, worn by Patrol Officers each day, will reach their manufacturer’s warranty end date, and will need replacing. New vests, made of state-of-the-art materials, are needed to ensure officer safety, at an estimated price of \$28,500. Exact pricing and specifications of the new vests will be determined through the purchasing process.
- Other Equipment Items: Equipment items including communication headsets, protective helmets, and portable generators, are needed, totaling an estimated \$45,500.
- Supply Items: A range of items, totaling an estimated \$87,021, are needed for front line law enforcement operations, as follows:
 - GPS based surveillance items and supplies used by the SET Team to track narcotics suspects;

- Specialized weapons accessories, ammunition, and tactical supplies for the SWAT Team;
- Batteries and accessories for SWAT robots and drones;
- Emergency response gear and police supplies supporting front line law enforcement.

LEGAL REVIEW:

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

Fiscal Impact**FISCAL IMPACT:**

Using the Fiscal Year 2020-21 State SLESA funds for the items described above is in keeping with the legislatively dictated requirements associated with this funding allocation, and helps meet the Police Department's frontline law enforcement needs. As detailed in the proposed budget amendment, Staff is recommending an expenditure appropriation of \$161,021 in Fund 155. There is no impact to the City's General Fund.

Attachments

Attachment No. 1 - Resolution No. 2020-102

Exhibit A – Budget Amendment

RESOLUTION NO. 2020-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (2020-2021 SLESA FUNDS)

WHEREAS, the City Manager, on or about June 23, 2020, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2020-2021; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, receiving, considering and evaluating all comments, and adopted a budget for the fiscal year commencing July 1, 2020 and ending June 30, 2021; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 016, attached hereto as Exhibit A, related to the 2020-2021 Supplemental Law Enforcement Services Allocation.

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 17th day of November, 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. 2020-102 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of November, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Posted By:
Date Posted:

Fiscal Year:	2020-21
Amount:	\$161,021.00
Description:	2020-2021 SLESA

[illegible]

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
155.31.4521	State grant revenue, SLESA	163,000.00	(1,979.00)	161,021.00
				-
				-
				-
				-

To appropriate revenues and expenditures for the 2020-2021 Supplemental Law Enforcement Services Allocation for supplemental law enforcement items.

Dept Head Approval: see attached

Date:

Funds Available? ☐ Yes ☐ No

☐ Approved ☐ Denied