



**CITY OF WEST COVINA**

**CITY COUNCIL/SUCCESSOR AGENCY**

**AUGUST 10, 2021, 7:00 PM  
SPECIAL MEETING**

**(AMENDED TO ADD ITEM NO.4)**

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

**Mayor Letty Lopez-Viado  
Mayor Pro Tem Dario Castelanos  
Councilwoman Rosario Diaz  
Councilmember Brian Tabatabai  
Councilman Tony Wu**

***COVID-19***

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.

Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, Los Angeles County Department of Health requires that masks be worn indoors regardless of vaccination status

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](http://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.

**EMAILED PUBLIC COMMENT:**

Members of the public can submit public comments to the City Clerk via e-mail at [City\\_Clerk@westcovina.org](mailto:City_Clerk@westcovina.org). The subject line should specify "Oral Communications – 8/10/2021" or "Public Hearing Item # - 8/10/2021. Please include your full name and address in your e-mail. All emails received by 5:00 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.

***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](http://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 AUGUST 10, 2021, 7:00 PM**  
**SPECIAL MEETING**

#### **INVOCATION**

Led by Reverend Tracey Johnson from Murph-Chapel St. Paul A.M.E. Church

#### **PLEDGE OF ALLEGIANCE**

Led by Mayor Letty Lopez-Viado

#### **ROLL CALL**

#### **REPORTING OUT FROM CLOSED SESSION**

#### **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) **CONSIDERATION OF APPROVAL OF THE JULY 20, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE JULY 20, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the July 20, 2021, Closed Session Meeting Minutes, and the July 20, 2021, Regular Session Meeting Minutes.

## **POLICE DEPARTMENT**

- 2) **CONSIDERATION OF CONTINUED CROSSING GUARD SERVICES**

It is recommended that the City Council take 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 crossing guard services, 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 an agreement with All City Management Services for crossing guard services, for a term through June 30, 2024; and
3. Adopt the attached resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2021-88 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 (CROSSING GUARD SERVICE)**

### **END OF CONSENT CALENDAR**

## **HEARINGS**

### **PUBLIC HEARINGS**

- 3) **FISCAL YEAR (FY) 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

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

1. Approve the proposed Fiscal Year (FY) 2021-2022 CDBG Action Plan; and
2. Adopt the following Resolution:

**RESOLUTION NO. 2021-87 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (FY 2021-2022 CDBG ACTION PLAN)**

3. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the 2021-2022 Annual Action Plan.

- 4) **CONSIDERATION OF PROPOSED AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY 2019-2020 ACTION PLAN**

That the City Council take the following actions:

1. Approve the proposed amendment to the CDBG FY 2019-2020 Action Plan; and
2. Approve the following Resolution:

**RESOLUTION NO. 2021-90 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (CDBG-CV AAP)**

## **AMENDMENT)**

### **MAYOR/COUNCILMEMBER REPORTS**

AB 1234 Conference and Meeting Reports (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**

## **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

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City of West Covina | Office of the City Manager

**DATE:** August 10, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE JULY 20, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE JULY 20, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

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**RECOMMENDATION:**

It is recommended that the City Council approve the July 20, 2021, Closed Session Meeting Minutes, and the July 20, 2021, Regular Session Meeting Minutes.

**DISCUSSION:**

That the City Council adopt the attached minutes.

**Prepared by:** Lisa Sherrick; Assistant City Clerk

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**Attachments**

Attachment No. 1 - 7/20/2021 Closed Session Minutes Draft

Attachment No. 2 - 7/20/2021 Regular Session Minutes Draft

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



## **CITY OF WEST COVINA**

### **CITY COUNCIL/SUCCESSOR AGENCY**

**JULY 20, 2021, 6:00 PM  
REGULAR MEETING - CLOSED SESSION**

**MANAGEMENT RESOURCE CENTER 3RD FLOOR  
1444 W. GARVEY AVENUE SOUTH  
WEST COVINA, CALIFORNIA 91790**

**Mayor Letty Lopez-Viado  
Mayor Pro Tem Dario Castellanos  
Councilwoman Rosario Diaz  
Councilmember Brian Tabatabai  
Councilman Tony Wu**

## **MINUTES**

### **CALL TO ORDER**

A Closed Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, July 20, 2021, at 6:00 p.m., in the Management Resource Center Conference Room on the 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California

### **ROLL CALL**

Council Members

Present: Council Members Tony Wu, Brian Tabatabai, Rosario Diaz, Mayor Pro Tem Castellanos, Mayor Lopez-Viado.

Council Members

Absent: None

City Staff: David Carmany City Manager, Thomas P. Duarte City Attorney, Robbeyn Bird Finance Director, Paulina Morales Assistant City Manager, Krista MacNevin Jee Deputy City Attorney

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

None

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code S 54956.9(d)(1)
  1. City of West Covina v. BICEP; (LA Superior Court, Case No. 20STCV45390)
  2. Briley v. City of West Covina (LA Superior Court Case No. BC630552)
2. 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 AssociationUnrepresented Employee Group
  - Department Heads

**REPORTING OUT**

City Attorney Thomas P. Duarte reported that no reportable action was taken during the Closed Session Meeting.

**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 6:30 P.M. The next scheduled Closed Session City Council Meeting will be held on Tuesday August 10, 2021 at 6:00 p.m. in the Management Resource Center Conference Room, 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Letty Lopez-Viado  
Mayor





## **CITY OF WEST COVINA**

### **CITY COUNCIL/SUCCESSOR AGENCY**

**JULY 20, 2021, 7:00 PM  
REGULAR MEETING**

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

**Mayor Letty Lopez-Viado  
Mayor Pro Tem Dario Castellanos  
Councilwoman Rosario Diaz  
Councilmember Brian Tabatabai  
Councilman Tony Wu**

### **MINUTES**

#### **CALL TO ORDER**

A Regular Meeting was called to order by Mayor Lopez-Viado on Tuesday, July 20, 2021 at 7:01 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

#### **INVOCATION**

Led by Pastor Samuel Martinez from Amazing Love Ministries

#### **PLEDGE OF ALLEGIANCE**

Led by Councilmember Tabatabai

#### **ROLL CALL**

Present: Council Members Brian Tabatabai, Tony Wu, Rosario Diaz, Mayor Pro Tem Castellanos, Mayor Lopez-Viado.

Council Members

Absent: None

City Staff: David Carmany 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 - EXISTING LITIGATION - Pursuant to Government Code S 54956.9(d)(1)**

1. City of West Covina v. BICEP; (LA Superior Court, Case No. 20STCV45390)
2. Briley v. City of West Covina (LA Superior Court Case No. BC630552)

### **2. 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**

- Conservation Corps. Certificate of Recognition for West Covina Pony Baseball All Stars
- Norma Quinones, Executive Director, San Gabriel Valley

## **ORAL COMMUNICATIONS - Five (5) minutes per speaker**

*Wayne Spindler*

*Armando Herman*

*Moses Castillo*

*Elsie Messman*

*John Shewmaker*

Bill Elliott  
Steve Pritchard  
Ryan Senneff  
Rosie SanJuan  
Wen Wen Zhang  
Bob Ryan  
John Carson  
Mike Greenspan  
Karen Roseberry  
Steve Bennett  
Jefferson DeRoux  
Michael Lin  
Bill Robinson  
Jerri Potras (In lieu of speaking expressed support for Item #10)

### **CITY MANAGER'S REPORT**

Presentation given by Mr. Carmany.

### **CONSENT CALENDAR**

**ACTION: Motion by Mayor Pro Tem Castellanos, Second by Councilmember Tabatabai 5-0 to: Approve Consent Calendar Items 1,2,3, 4, 6, 7.**

**ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 5-0 to: Approve Consent Calendar Item 5 with the amendment that the reader board be for new car advertisement only (Item 5 was pulled for discussion by Councilman Wu).**

### **CITY CLERK'S OFFICE**

- 1) **CONSIDERATION OF APPROVAL OF THE JULY 06, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE JULY 06, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

**Carried 5-0 to:** approve the July 06, 2021, Closed Session Meeting Minutes, and the July 06, 2021, Regular Session Meeting Minutes.

### **CITY MANAGER'S OFFICE**

- 2) **CONSIDERATION OF RESOLUTION NO. 2021-86 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

**Carried 5-0 to:** adopt the following resolution:

**RESOLUTION NO. 2021-65 - 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, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021, MARCH 16, 2021, APRIL 6, 2021, MAY 4, 2021, JUNE 1, 2021, JUNE 15, 2021 AND JULY 6, 2021.**

## **COMMUNITY DEVELOPMENT**

### **3) CONSIDERATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR FISCAL YEAR 2019-20 RESIDENTIAL STREET REHABILITATION PROGRAM – PROJECT NO. 20011**

**Carried 5-0 to:** take the following actions:

1. Accept project completion of Fiscal Year 2019-20 Residential Street Rehabilitation Program (Project No. 20011) as performed by Gentry Brothers, Inc. with a final contract amount of \$988,678.33; and
2. Authorize the recordation of Notice of Completion with the Los Angeles County Recorder and the release of retention funds 35 days thereafter.

### **4) CONSIDERATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE SHADOW OAK PARK PLAYGROUND INSTALLATION – PROJECT NO. 21027**

**Carried 5-0 to:** take the following actions:

1. Accept project completion for Shadow Oak Park Playground Installation (Project No: 21027) as performed by Jaynes Brothers Construction, Inc., with a final contract amount of \$64,593; and
2. Authorize the recordation of Notice of Completion with the Los Angeles County Recorder and the release of retention funds 35 days thereafter.

### **5) INITIATION OF CODE AMENDMENT NO. 21-01 AND ZONE CHANGE NO. 21-01 – WEST COVINA AUTO PLAZA OVERLAY ZONE AND STANDARDS**

**Carried 5-0 to:** adopt the following Resolution with the amendment that the reader board be for new car advertisement only:

**RESOLUTION NO. 2021-85 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, INITIATING CODE AMENDMENT NO. 21-01 AND ZONE CHANGE NO. 21-01 TO CREATE AN OVERLAY ZONE FOR THE WEST COVINA AUTO PLAZA**

## **POLICE DEPARTMENT**

### **6) CONSIDERATION OF APPLICATION FOR 2021 JUSTICE ASSISTANCE GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE**

**Carried 5-0 to:** authorize the application for, and acceptance of, 2021 Justice

Assistance Grant Program funds, totaling \$20,715, authorize the Mayor, City Manager and City Manager's designee to execute all grant related documents, and authorize the necessary budget amendments by adopting the following resolution:

**RESOLUTION NO. 2021-73 - A RESOLUTION OF THE CITY COUNCIL OF THE**

**CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING THE APPLICATION FOR, AND ACCEPTANCE OF, A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (2021 JUSTICE ASSISTANCE GRANT)**

**7) CONSIDERATION OF 2021-2023 LAW ENFORCEMENT TOBACCO GRANT**

**Carried 5-0 to:** authorize the City Manager or designee to accept the 2021-2023 Law Enforcement Tobacco grant and execute all grant related documents and authorize the necessary budget amendment by adopting the following resolution:

**RESOLUTION NO. 2021-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF 2021-2023 TOBACCO LAW ENFORCEMENT GRANT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE, AND ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (2021-2023 LAW ENFORCEMENT TOBACCO GRANT)**

**END OF CONSENT CALENDAR**

**HEARINGS**

**PUBLIC HEARINGS**

- 8) CAMERON II - CONSIDERATION OF GENERAL PLAN AMENDMENT NO 20-04, PRECISE PLAN NO. 20-09, VESTING TENTATIVE TRACT MAP NO. 83216, TREE REMOVAL PERMIT NO. 21-05, AND MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT TO CHANGE THE GENERAL PLAN LAND-USE DESIGNATION FROM NEIGHBORHOOD MEDIUM TO NEIGHBORHOOD HIGH, DEMOLISH ALL EXISTING BUILDINGS/USES ON THE SITE AND CONSTRUCT 84 RESIDENCES (ATTACHED THREE-STORY TOWNHOME STYLE UNITS, RANGING FROM 1,210 SQ. FT. TO 1,796 SQ. FT.), INTERNAL DRIVE AISLES, COMMON OPEN SPACE, GUEST PARKING SPACES, AND OTHER ASSOCIATED INCIDENTAL IMPROVEMENTS ON A 3.25 ACRE SITE. AT 1600 - 1616 W. CAMERON AVENUE.**

Mayor Lopez-Viado announced the Public Hearing matter, Assistant City Clerk Lisa Sherrick verified that proper legal notice was given, and Mayor Lopez-Viado opened the Public Hearing. Staff responded to questions from Council.

Public Comments in Favor

None

Public Comments neither in Favor nor in Opposition

None

Public Comments in Opposition

None

---End of Public Comment---

***ACTION: Motion by Councilman Wu, Second by Councilwoman Diaz 5-0 to:*** adopt the following resolutions as amended to include: the removal of section L. from the precise plan and with the agreement that the developer provide \$200,000 in assistance to first time buyers (Resolution 2021-83 and 2021-84 will be amended to reflect these changes):

**RESOLUTION NO. 2021-81 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTCOVINA, CALIFORNIA, CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-04, PRECISE PLAN NO. 20-09, AND VESTING TENTATIVE TRACT MAP NO. 83216, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED**

**RESOLUTION NO. 2021-82 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTCOVINA, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT NO. 20-04 CHANGING THE GENERAL PLAN LAND-USE DESIGNATION OF 1600-1616 W. CAMERON AVENUE FROM NEIGHBORHOOD-MEDIUM TO NEIGHBORHOOD-HIGH**

**RESOLUTION NO. 2021-83- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTCOVINA, CALIFORNIA, APPROVING PRECISE PLAN NO. 20-09 AND TREE REMOVAL PERMIT NO. 21-05 AT 1600-1616 W. CAMERON AVENUE**

**RESOLUTION NO. 2021-84 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTCOVINA, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 83216 AT 1600-1616 W. CAMERON AVENUE**

- 9) **VINCENT PLACE SPECIFIC PLAN - CONSIDERATION OF GENERAL PLAN AMENDMENT NO 20-02, ZONE CHANGE NO. 20-03, PRECISE PLAN NO. 20-06, TREE REMOVAL PERMIT NO. 21-03, TENTATIVE TRACT MAP NO. 83166, AND MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT TO CHANGE THE GENERAL PLAN LAND-USE**

**DESIGNATION FROM CIVIC: SCHOOLS TO NEIGHBORHOOD MEDIUM, TO CHANGE THE ZONING FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO A SPECIFIC PLAN, TO DEMOLISH ALL EXISTING SCHOOL BUILDINGS/USES ON THE SITE, CONSTRUCT 119 RESIDENCES (47 TWO-STORY SINGLE-FAMILY RESIDENTIAL STYLE DETACHED UNITS, RANGING FROM 1,465 SQ. FT. TO 2,125 SQ. FT. AND 72 ATTACHED THREE-STORY TOWNHOME STYLE UNITS, RANGING FROM 1,214 SQ. FT. TO 1,822 SQ. FT.), INTERNAL DRIVE AISLES, COMMON OPEN SPACE, GUEST PARKING SPACES, AND REMOVE ON 8 SIGNIFICANT TREES ON AN 8.05 ACRE SITE AT 1024 W. WORKMAN AVENUE**

Mayor Lopez-Viado announced the Public Hearing matter, Assistant City Clerk Lisa Sherrick verified that proper legal notice was given, and Mayor Lopez-Viado opened the Public Hearing. Staff responded to questions from Council.

Public Comments in Favor

None

Public Comments neither in Favor nor in Opposition

None

Public Comments in Opposition

None

---End of Public Comment---

***ACTION: Motion by Councilman Wu, Second by Councilwoman Diaz 5-0 to:*** adopt the following resolutions and ordinance as amended: to include the changes to conditions 17 and 33 as well as the addition of condition 46A to the precise plan (Resolution No. 2021-79 will be amended to reflect these changes):

**RESOLUTION NO. 2021-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO. 20-02, ZONE CHANGE NO. 20-03, PRECISE PLAN NO. 20-06, AND VESTING TENTATIVE TRACT MAP NO. 83166, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED.**

**RESOLUTION NO. 2021-78 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT NO. 20-02 CHANGING THE GENERAL PLAN LAND-USE DESIGNATION OF 1024 W. WORKMAN AVENUE FROM CIVIC: SCHOOLS TO NEIGHBORHOOD-MEDIUM**

**RESOLUTION NO. 2021-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING PRECISE PLAN NO. 20-06 AND TREE REMOVAL PERMIT NO. 21-03 AT 1024 W. WORKMAN AVENUE**

**RESOLUTION NO. 2021-80 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 83166 AT 1024 W. WORKMAN AVENUE**

**ORDINANCE NO. 2485 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-03 AND ADOPTING THE VINCENT PLACE SPECIFIC PLAN**

**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.)*

**10) CONSIDERATION OF RESOLUTION NO. 2021-62- VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCÓN.**

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

**RESOLUTION NO. 2021-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DECLARING AND AFFIRMING A VOTE OF NO CONFIDENCE IN LOS ANGELES DISTRICT ATTORNEY GEORGE GASCÓN BASED ON ISSUED SPECIAL DIRECTIVES AND THEIR IMPACT ON CRIMINAL FILING PRACTICES AND PUBLIC SAFETY IN THE CITY OF WEST COVINA**

**CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION**

- ***ACTION: Motion by Mayor Lopez-Viado, Second by Councilmember Tabatabai 5-0 to: solicit recommendations to begin the process of getting the program services that will be funded by Measure J offered in West Covina.***

**CITY COUNCIL COMMENTS**

None

**-This Section has intentionally been left blank-**



**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 10:55 p.m. The next scheduled City Council Meeting will be held on Tuesday, August 10, 2021 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Letty Lopez-Viado  
Mayor



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** August 10, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF CONTINUED CROSSING GUARD SERVICES**

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### RECOMMENDATION:

It is recommended that the City Council take 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 crossing guard services, 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 an agreement with All City Management Services for crossing guard services, for a term through June 30, 2024; and
3. Adopt the attached resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2021-88 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 (CROSSING GUARD SERVICE)**

### DISCUSSION:

On 2014, after the conclusion of an open, competitive Request for Proposal (RFP) bid process, the City Council approved an agreement with All-City Management Services (ACMS) to provide school crossing guard services at specific locations within West Covina. The only bidder for that RFP was ACMS, the foremost provider of these services in our region. The company has over 150 contract cities and school districts (including Azusa, Baldwin Park, Covina, El Monte, and Glendora), and employs over 3,000 crossing guards. Staff has been highly pleased with ACMS' crossing guard services.

On September 18, 2018 (agenda item #13), the City Council approved an agreement to extend ACMS' crossing guard services at those 20 locations for three (3) years, through the 2020-21 school year that recently concluded. For most of the past school year, school campuses were closed due to the Coronavirus pandemic, so there was no crossing guard service. However, in April, school locations started reopening, and crossing guard services resumed. Staff recommends approving a new three (3)-year contract agreement with ACMS for crossing guard services, before the next school year begins later this month.

Having already completed an RFP process in the past, which resulted in only one bid (from ACMS, the industry

leader), staff believes it would be impracticable to re-bid these services. Therefore, staff recommends that the City Council dispense with formal bidding requirements and procedures, in accordance with the requirements of Section 2-330(b) of the West Covina Municipal Code, based upon a finding that following such requirements would be impracticable and dispensing with such requirements would promote the public welfare.

The City Attorney's Office drafted a new Professional Service Agreement (PSA) (Attachment No. 1). ACMS's updated pricing is outlined in Attachment No. 2. Staff recommends that the City Council authorize the City Manager to execute the PSA with ACMS for crossing guard services through the 2023-24 school year.

#### **LEGAL REVIEW:**

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

#### **OPTIONS:**

The City Council has the following options:

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

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

**Additional Approval:** Richard Bell, Chief of Police

**Additional Approval:** Robbeyn Bird, Finance Director

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#### **Fiscal Impact**

##### **FISCAL IMPACT:**

Funds for these services are included in the Police Department's General Fund, in account # 110.31.3110.6120, which also funds several other contractual services. The school year/Fiscal Year 2021-22 costs of this crossing guard service are a projected \$251,424, and costs will increase in the following year, due to an upcoming minimum wage increase mandated by the State of California (Attachment No. 2). The FY 2021-22 cost is about \$35,000 more than what is currently budgeted (as a roll-over amount from previous fiscal years), so an expenditure budget amendment is required—however, this will be more than offset by a larger increase in revenue. In recent years, staff have secured agreements from local school districts to pay for half of the costs of the crossing guards at their school sites: West Covina Unified School District pays 50% of the costs at their 11 locations; Covina Valley Unified School District pays 50% of the costs at their 4 locations; and San Jose Edison Charter School pays 75% of the costs at their 2 locations. As shown in the attached Budget Amendment (Exhibit A to Attachment No. 3), that revenue will more than offset the increased expenditure.

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#### **Attachments**

Attachment No. 1 - PSA with All-City Management Services

Attachment No. 2 - Pricing Letter from ACMS

Attachment No. 3 - Resolution 2021-88

Exhibit A - Budget Amendment

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

**CITY OF WEST COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ALL-CITY MANAGEMENT SERVICES, INC.  
FOR  
SCHOOL CROSSING GUARD SERVICES**

THIS AGREEMENT is made and entered into this 10th day of August, 2021 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to City to provide school crossing guard services, as more fully described herein; and

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

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

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the school crossing guard services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference. Said services shall be provided at the twenty (20) locations designated by the City, as set forth in Exhibit "B," attached hereto and incorporated herein. City may add or remove locations by providing written notice to Contractor of any addition or removal.

1.2. Professional Practices. All professional services to be provided by Contractor 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 contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement. Contractor 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 Contractor 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 Contractor to comply with this section.

1.3. Subcontracting. Contractor shall not subcontract any portion of the services without prior written approval from the City. City may, in its sole discretion, approve or deny any request for subcontracting.

1.4. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Contractor 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.

1.6. Non-discrimination. In performing this Agreement, Contractor 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.

1.7. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors 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.

1.8. Public Records Act Disclosure. Contractor 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 Contractor, 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 Contractor 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 Contractor in accordance with the following fee schedule:

- (a) For the 2021-2022 school year, City agrees to pay Contractor at a rate of Twenty-Three Dollars and Twenty-Eight Cents (\$23.28) per hour, per crossing guard. Contractor's compensation for the period commencing on the Effective Date and ending June 30, 2022 shall not exceed Two Hundred Fifty-One Thousand Four Hundred Twenty-Four Dollars (\$251,424.00).
- (b) For the 2022-2023 school year, City agrees to pay Contractor at a rate of Twenty-Four Dollars and Forty-Two Cents (\$24.42) per hour, per crossing guard. Contractor's compensation for the period commencing July 1, 2022 and ending June 30, 2023 shall not exceed Two Hundred Sixty-Three Thousand Seven Hundred Thirty-Six Dollars (\$263,736.00).
- (c) For the 2023-2024 school year, City agrees to pay Contractor at a rate of Twenty-Four Dollars and Forty-Two Cents (\$24.42) per hour, per crossing guard. Contractor's compensation for the period commencing July 1, 2023 and ending June 30, 2024 shall not exceed Two Hundred Sixty-Three Thousand Seven Hundred Thirty-Six Dollars (\$263,736.00).

Contractor shall not request any price increases during the term of this Agreement unless such request is as a result of a legally mandated increase in wages or benefits imposed by the State of California. In such event, Contractor shall provide City with sixty (60) days' written notice of its request to increase pricing. City agrees to review and response to said notice within thirty (30) days of receipt.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified herein unless the City, prior to Contractor 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 Contractor's standard hourly rates shall be paid to the Contractor 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. Contractor may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail the names of individuals and number of hours worked at each designated location and the total number of hours of service provided. 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 Contractor'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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2024, 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 Contractor. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor, 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 Contractor 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. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company 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. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers,



agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

- (a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.
- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **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.

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

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

All City Management Services  
10440 Pioneer Blvd. Suite 5  
Santa Fe Springs, CA 90670  
Tel: (800) 540-9290  
Email: david@thecrossingguardcompany.com  
Attn: David Mecusker

IF TO CITY:

City of West Covina  
1444 West Garvey Ave. South  
West Covina, CA 91790  
Tel: (626) 939-8536  
Email: ahouston@wcpd.org  
Attn: Alex Houston

6.4. 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.

6.5. 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.

6.6. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.7. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. Without limiting the foregoing indemnification obligations, in the event that a court determines that fault can be attributed to the joint or concurrent negligence of City and Contractor, liability, if any, will be apportioned between Contractor and City based upon the parties' respective degrees of negligence or fault in accordance with the laws of the State of California, with each party bearing

the proportionate share of liability attributable to that party's negligence or fault, as determined by the court. In such event, the parties agree that the resolution of each party's respective level of fault will be delayed until after the resolution of the underlying claim or claims.

6.8. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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.

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

6.11. 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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

Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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. Contractor or Contractor'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.

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

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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. Contractor covenants that none of Contractor'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. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor 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 Contractor and/or its subcontractors 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.

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

6.15. 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.

6.16. 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.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.18. 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.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

6.23. Counterparts 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.

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

6.25. Taxpayer Identification Number. Contractor 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: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
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  
H.R. and Risk Management Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

1. Contractor shall provide school crossing guard services at the school districts within West Covina City limits, at locations designated by the City, as detailed in Exhibit B.
2. Contractor shall monitor, supervise and assure the safety of all school children who utilize intersections and crosswalks while moving to and from school zones.
3. Contractor shall perform all work to the highest professional standard and in a manner deemed reasonably satisfactory by the Chief of Police or the Chief of Police's designee.
4. Contractor shall provide crossing guard services in accordance with the schedule agreed upon by City and Contractor. Notwithstanding the foregoing, Contractor shall coordinate with the schools and school districts to ensure coverage is provided at designated locations when school schedules are modified and/or changed for any reason that requires children to arrive or depart at a time that is different than the norm.
5. Contractor shall provide personnel equipped and trained in all laws applicable to pedestrian safety in school crossing areas and appropriate procedures for crossing pedestrians in marked crosswalks. In the performance of their duties, Contractor and its employees shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws and ordinances of the State of California and the City of West Covina.
6. Contractor shall provide supervisory personnel to see that crossing guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
7. Contractor shall utilize only its employees to provide crossing guard services. Contractor shall provide for the supervision of all employees associated with providing crossing guard services, including the recruitment, pre-employment screening, hiring, training, discipline, and termination of employees. The pre-employment screening shall include: (a) an employment reference check; (b) a criminal background check and fingerprinting at a place designated by the City; (c) a drug and alcohol screening test; and (d) Social Security verification. Contractor shall provide to City fingerprints and a current photograph of each employee providing services on an annual basis.
8. Contractor shall provide all facilities, vehicles, and other associated equipment related to providing crossing guard services.
9. Contractor shall provide all personnel providing crossing guard services under this Agreement with apparel by which they are readily visible and easily recognized as crossing guards. Such apparel shall be uniform for all persons providing the duties of crossing guards and shall be worn at all times while performing said duties. Such apparel must also be appropriate for weather conditions. Contractor shall also provide all crossing guard personnel with equipment that complies with all applicable laws and established safety standards, including, but not limited to, hand held Stop signs. All apparel and



equipment shall be pre-approved by the Chief of Police or the Chief's designee.

10. Contractor shall maintain adequate reserve personnel to be able to immediately furnish alternative crossing guards in the event that any person fails to report to work. Contractor shall arrange for and provide all substitute employees, ensuring that all designated locations are staffed during the required time periods. Contractor shall contact the West Covina Police Department immediately if a position cannot be filled by Contractor. The West Covina Police Department will staff the position and bill the Contractor for the period of time spent covering the post in accordance with staff cost recovery procedures.
11. Contractor shall verify that all employees providing crossing guard services under this Agreement have never been convicted of, or pled nolo contendere to, any felony, crime of moral turpitude, or any crime against children.
12. Upon request from the City, Contractor shall remove any employee whose conduct is determined to be not satisfactory by the City from providing crossing guard services for the City.
13. Contractor shall investigate all public complaints regarding crossing guard services. In the event of a complaint, Contractor shall contact the West Covina Police Department by telephone within two (2) hours of receipt of the complaint to advise the nature of the complaint and the course of action to resolve the complaint. Contractor shall furnish a written report detailing the incident, actions taken in response to the complaint, and whether the complaint was resolved within five (5) business days from the date of the complaint. Contractor shall provide such additional information as may be requested by City in connection with any complaints.
14. Contractor shall maintain detailed records and reports of the total number of hours of service provided. Such records shall list the names of individuals and number of hours work at each location. Such records shall be made available for inspection and audit by the City upon request.

**EXHIBIT B**  
**DESIGNATED LOCATIONS**



# ALL CITY MANAGEMENT SERVICES

## Client Matrix

MATTHEWS, LEONARD

SERRANO, BIANCA

Ph: (626) 242-6455

5603

West Covina, City of

		MON	TUE	WED	THU	FRI
1	Barranca/Sunset Hill (SE)	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	-	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Mesa Elem	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM	-	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM
	Covina-Valley USD					
	Reg 3 Other					
2	Rowland/Astell (SE)	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	-	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Rowland Aveune Elem	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM	-	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM
	Covina-Valley USD					
	Reg 3 Other					
3	Rowland/Lark Ellen (NW)	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	-	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Rowland Aveune Elem	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM	-	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM
	Covina-Valley USD					
	Reg 3 Other					
4	Workman/Phillips (SE)	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	-	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Workman Elem	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM	-	11:10 AM - 11:40 AM	11:10 AM - 11:40 AM
	Covina-Valley USD					
	Reg 3 Other					
5	Francisquito/Glenview (NW)	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
	South Hills Academy	2:45 PM - 3:45 PM	2:45 PM - 3:45 PM	1:45 PM - 2:45 PM	2:45 PM - 3:45 PM	2:45 PM - 3:45 PM
	Private - South Hills Academy					
	Reg 3 Other 3					
6	Tamar/Alwood (SE)	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
	San-Jose-Edison Charter	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM
	Private - San Jose Edison Charter					
	Reg 3 Other 3					
7	Alwood St./Rama Dr. (SW)	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
	San-Jose-Edison Charter	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM	3:00 PM - 3:45 PM
	Private - San Jose Edison Charter					
	Reg 3 Other					



# ALL CITY MANAGEMENT SERVICES

## Client Matrix

MATTHEWS, LEONARD

SERRANO, BIANCA

Ph: (626) 242-6455

5603

West Covina, City of

			MON	TUE	WED	THU	FRI
8	Hollingworth/Sentous (NE)		7:05 AM - 8:05 AM	7:05 AM - 8:05 AM	7:05 AM - 8:05 AM	7:05 AM - 8:05 AM	7:05 AM - 8:05 AM
	Hollingworth Elem	909.598.3661	12:45 PM - 1:30 PM	2:00 PM - 2:45 PM	2:00 PM - 2:45 PM	2:00 PM - 2:45 PM	2:00 PM - 2:45 PM
	Rowland USD	Reg 3 Other 3					
9	La Puente/Sentous (NE)		7:05 AM - 8:05 AM	7:05 AM - 8:05 AM	7:05 AM - 8:05 AM	7:05 AM - 8:05 AM	7:05 AM - 8:05 AM
	Hollingworth Elem	909.598.3661	12:45 PM - 1:30 PM	2:00 PM - 2:45 PM	2:00 PM - 2:45 PM	2:00 PM - 2:45 PM	2:00 PM - 2:45 PM
	Rowland USD	Reg 3 Other					
10	Bainbridge/Belmont (SE)		7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM
	California Elem	626.939.4800	1:35 PM - 2:15 PM	1:35 PM - 2:15 PM	12:35 PM - 1:15 PM	1:35 PM - 2:15 PM	1:35 PM - 2:15 PM
	West Covina USD	Reg 3 Other					
11	Cameron/Pima (SE)		7:35 AM - 8:15 AM	7:35 AM - 8:15 AM	7:35 AM - 8:15 AM	7:35 AM - 8:15 AM	7:35 AM - 8:15 AM
	Cameron Elem	626.931.1740	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM	12:55 PM - 1:35 PM	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM
	West Covina USD	Reg 3 Other					
12	Merced/Butterfield (SE)		7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Merced Elem	626.931.1700	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM	12:55 PM - 1:35 PM	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM
	West Covina USD	Reg 3 Other					
13	Merced/Lark Ellen (SE)		7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM
	Merced Elem	626.931.1700	1:35 PM - 2:15 PM	1:35 PM - 2:15 PM	12:35 PM - 1:15 PM	1:35 PM - 2:15 PM	1:35 PM - 2:15 PM
	West Covina USD	Reg 3 Other					
14	Merced/Valinda (NE)		7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM	7:10 AM - 7:50 AM
	Merlinda Elem	626.931.1720	1:35 PM - 2:15 PM	1:35 PM - 2:15 PM	12:35 PM - 1:15 PM	1:35 PM - 2:15 PM	1:35 PM - 2:15 PM
	West Covina USD	Reg 3 Other					



# ALL CITY MANAGEMENT SERVICES

## Client Matrix

MATTHEWS, LEONARD

SERRANO, BIANCA

Ph: (626) 242-6455

5603

West Covina, City of

			MON	TUE	WED	THU	FRI
15	Puente/Nora (SW)		7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Monte Vista Elem	626.939.4830	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM	12:55 PM - 1:35 PM	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM
	West Covina USD	Reg 3 Other					
16	Orange/Durness (SE)		8:05 AM - 8:45 AM	8:05 AM - 8:45 AM	8:05 AM - 8:45 AM	8:05 AM - 8:45 AM	8:05 AM - 8:45 AM
	Orangewood Elem	626.939.4820	2:30 PM - 3:10 PM	2:30 PM - 3:10 PM	1:30 PM - 2:10 PM	2:30 PM - 3:10 PM	2:30 PM - 3:10 PM
	West Covina USD	Reg 3 Other					
17	Orange/Yarnell (NE)		7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM	7:30 AM - 8:10 AM
	Orangewood Elem	626.939.4820	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM	12:55 PM - 1:35 PM	1:55 PM - 2:35 PM	1:55 PM - 2:35 PM
	West Covina USD	Reg 3 Other					
18	Vine/Glen Alan (SE)		7:40 AM - 8:40 PM	7:40 AM - 8:40 PM	7:40 AM - 8:40 PM	7:40 AM - 8:40 PM	7:40 AM - 8:40 PM
	Vine Elem	626.931.1790	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	1:15 PM - 2:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM
	West Covina USD	Reg 3 Other 3					
19	Califorina/Vine (SW)		7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
	Wescove Elem	626.939.4870	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM	12:45 PM - 1:30 PM	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM
	West Covina USD	Reg 3 Other 3					
20	Vine/Glenshaw (NW)		7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
	Wescove Elem	626.939.4870	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM	12:45 PM - 1:30 PM	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM
	West Covina USD	Reg 3 Other					
		Reg Other					



## ALL CITY MANAGEMENT SERVICES

June 17, 2021

Mike Weathermon  
City of West Covina  
1444 W. Garvey  
West Covina, CA 91790

Dear Corporal

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services.

As you may know the California mandated minimum wage increases continue to drive pricing. Effective, January 1, 2021 minimum wages increased \$1.00 and effective January 1, 2022 they will increase another \$1.00. For each dollar of wages paid there is approximately .35 cents in variable cost associated with the wages, this includes Employer Taxes, Work Comp Insurance and Liability Insurance.

To keep pace with these mandated increases we must request an increase in your billing rate from \$21.35 to \$23.28 for the 2021-2022 fiscal year. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase. Below I have listed the rates for the next three (3) years:

- 2021/2022 - \$23.28
- 2022/2023 - \$24.42
- 2023/2024 - \$24.42

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,  
General Manager

# All City Management Services Inc.

## Client Worksheet 2021-2022

Department: 5603

**Billing Rate for 2021/2022: \$23.28**

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

### KEY:

#### Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

#### Sites with traditional calendar:

		60		180		\$23.28	=	\$251,424.00
20	Sites at 3 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

**TOTAL PROJECTED HOURS**

**10800**

**TOTAL ANNUAL PROJECTED COST**

**\$251,424.00**

**All City Management Services Inc.**

**Client Worksheet 2022-2023**

Department: 5603

**Billing Rate for 2022/2023: \$24.42**

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

**KEY:**

**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

**Sites with traditional calendar:**

		60		180		\$24.42	=	\$263,736.00
20	Sites at 3 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

**TOTAL PROJECTED HOURS                      10800                      TOTAL ANNUAL PROJECTED COST                      \$263,736.00**



**All City Management Services Inc.**  
**Client Worksheet 2023-2024**

Department: 5603

**Billing Rate for 2023/2024: \$24.42**

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

**KEY:**

**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days .  
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

**Sites with traditional calendar:**

		60		180		\$24.42	=	\$263,736.00
20	Sites at 3 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

10800

TOTAL ANNUAL PROJECTED COST

\$263,736.00

**RESOLUTION NO. 2021-88**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET  
AMENDMENT FOR THE FISCAL YEAR COMMENCING  
JULY 1, 2021 AND ENDING JUNE 30, 2022 (CROSSING  
GUARD SERVICE)**

**WHEREAS**, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-2022; 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, 2021 and ending June 30, 2022; 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  
DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves Budget Amendment No. 011, attached hereto as Exhibit A, related to Crossing Guard Services.

**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 10th day of August, 2021.

---

Letty Lopez-Viado  
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. 2021-88 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 10th day of August, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

CITY OF WEST COVINA  
BUDGET AMENDMENT

BA # 011

Posted By:

Date Posted:

Date:8/10/2021

Requested by:Alex Houston

Dept/Div:Police

Fiscal Year:2021-2022

Amount:\$35,000 exp.; \$66,000 rev.

Description:Crossing Guard Services

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
110.31.3110.6120	Other Contractual Services	308,600.00	35,000.00	343,600.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
110.31.4571	Crossing Guard Aid	64,000.00	66,000.00	130,000.00
				-
				-
				-

REASON/JUSTIFICATION (Please be specific)

To appropriate revised revenues and expenditures for Crossing Guard Services.

APPROVALS

City Council Approval Date (if required, attach minutes):8/10/2021☐ Approval Not Required

Dept Head Approval:see attachedDate:

Finance Director:Date:

Funds Available?☐ Yes☐ No

City Manager:(if over \$100,000)see attachedDate:☐ Approved☐ Denied



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** August 10, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: FISCAL YEAR (FY) 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
ACTION PLAN**

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### RECOMMENDATION:

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

1. Approve the proposed Fiscal Year (FY) 2021-2022 CDBG Action Plan; and
2. Adopt the following Resolution:

**RESOLUTION NO. 2021-87 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (FY 2021-2022 CDBG ACTION PLAN)**

3. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the 2021-2022 Annual Action Plan.

### BACKGROUND:

The Community Development Block Grant (CDBG) program is a flexible program of the U.S. Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and States.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the nation.

The annual CDBG appropriation is allocated between States and local jurisdictions called "non-entitlement" and "entitlement" communities respectively. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas (MSAs); metropolitan cities with populations of at least 50,000; and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

HUD determines the amount of the City's grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas. West Covina is direct entitlement community and uses these federal funds to create transformative impacts and to improve the lives of residents, especially those with low and moderate income levels.

According to 24 CFR 570.4, the policies and procedures used to determine CDBG allocations are described in Sections 106 and 107 of the Housing and Community Development Act of 1974. For the Entitlement Program, there are two formulas: "A" and "B". HUD calculates the amount of funds that each entitlement grantee would receive under each of the two formulas. Formula A calculates funds to a jurisdiction based on its metropolitan area's share of three factors across all US metropolitan areas. The factors are:

1. Population, weighted at 25%;
2. People in poverty, weighted at 50%; and
3. Overcrowded units, weighted at 25%

Formula B also calculates funds to a jurisdiction based on its metropolitan area's share of three factors across all US metropolitan areas, but the factors are somewhat different. The Formula B factors are:

1. Population growth lag since 1960, weighted at 20%;
2. People in poverty, weighted at 30%; and
3. Pre-1940 housing units, weighted at 50%.

In recent years, West Covina has utilized these funds for Code Enforcement, the Domestic Violence Victim Advocate (Police Department), Senior Meals Program, the Business Assistance Loan Program, the Housing Preservation Program, Public Infrastructure Projects, and to fund various public service providers (i.e., food banks, homeless advocates, meals on wheels, etc.).

As a condition of receiving the funds, HUD requires the City to prepare an annual Action Plan, which details the activities the City plans to undertake with the funds in the respective year. This Action Plan is to be consistent with the five-year CDBG Consolidated Plan, which is a strategic and visioning document on the use of these funds. The City Council adopted its most recent 5-year CDBG Consolidated Plan on April 6, 2021, which is valid through 2024. The City's proposed FY 2021-2022 CDBG Action Plan is included as Attachment No. 1 of this report.

As a basis for the Consolidated Plan, an assessment and prioritization of community needs, relative to the use of CDBG funds, was required. The categories of community need identified in the current Consolidated Plan are: (1) Economic Development, (2) Homelessness, (3) Infrastructure Improvements, (4) Owner Occupied Housing, (5) Public Facilities, (6) Non-Homeless Special Needs, (7) Public Services, and (8) Rental Housing. Attachment No. 2 describes each category.

To facilitate prioritization and to evaluate the categories, HUD utilizes four levels of priority: High, Medium, Low, and No Such Need. A High Priority means that activities in that category will be funded by CDBG funds. A Medium Priority means activities in that category may be funded by CDBG funds. A Low Priority means CDBG funds will not be used to fund activities in a particular category.

The City Council established the FY 2020-2024 Consolidated Plan Priorities through actions at the April 6, 2021 City Council meeting, as outlined in Table 1. These priorities were affirmed by the City Council on May 4, 2021 for the FY 2021-2022 Action Plan.

**Table 1**  
**FY 2020-2024 Consolidated Plan Priorities**

<b>Categories of Need</b>	<b>Priority Level</b>
Economic Development	High
Homelessness	High
Infrastructure Improvements	High

Owner-Occupied Housing	High
Public Facilities	High
Non-Homeless Special Needs	Medium
Public Services	Medium
Rental Housing	Low

The categories shown as 'Medium' and 'Low' do not indicate that these are not priorities of the City of West Covina; however, with limited CDBG funds, the City Council determined the other categories as a priority for use of CDBG funding during this term.

## DISCUSSION:

As directed by the City Council on May 4, 2021, City staff drafted the proposed FY 2021-2022 CDBG Action Plan (Attachment No. 1) to incorporate the City's approved FY 2020-2024 Consolidated Plan Priorities.

In FY 2021-2022, the City will receive \$827,867 in CDBG funds. With additional program income estimated at \$40,000 through repayments of CDBG-funded loans to the City's Housing Preservation Program, staff estimates a total amount of available resources to be approximately \$867,867. Funding beyond the \$867,867 consists of previously unobligated funds, as well as the proposed reprogramming of previously approved funds. The proposed budget is shown below in Table 2. Approved funding for FY 2020-2021 is shown for comparison.

**Table 2**  
**Proposed FY 2021-2022 CDBG Action Plan Budget**

Project/Activity	FY 2020-2021 Approved	FY 2021-2022 Proposed
1. Neighborhood Improvement Program	\$1,200,000	\$1,000,000
2. Planning and Administration	\$164,000	\$173,500
3. Public Services	\$133,000	\$140,530
<b>Total</b>	<b>\$1,497,000</b>	<b>\$1,314,030</b>

- Neighborhood Improvement Program:** Funds eligible capital improvements such as public facilities improvements, street rehabilitation, replacement of curbs and gutters, removal of barriers to accessibility, park improvements, etc.
- Planning and Administration:** By statute, capped at 20% of the sum of allocation and **current** year (FY 2021-2022) program income. FY 2021-2022 program income, to be received through repayment to the Housing Preservation Program, is estimated at \$40,000.
- Public Services:** By statute, capped at 15% of the sum of allocation and **prior** year (FY 2020-2021) program income. FY 2020-2021 program income, received through repayment to the Housing Preservation Program, is \$109,026 as of the writing of this report.

The proposed amendments described in Table 3 consist of canceling the following activities, which were approved in prior Action Plans, and reprogramming the previously approved funding. Funding will be reprogrammed to 22005 - Residential CDBG Street Improvement Project in the FY 2021-2022 Action Plan.

**Table 3**  
**Proposed Amendments - Activities to be Canceled**

Activity	Approved Funding
21018 - ADA Access Ramp Program	\$100,000
21001 - ADA Compliance Public Facilities	\$100,000
21029 - Senior Center - Door Replacement	\$100,000

Careship	\$5,000
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The Business Assistance Program and Housing Preservation Program will occur in FY 2021-2022 with previously allocated funds which will be carried forward. Activities funding with carried over budgets are designated in Table 5 with an asterisk (\*). As of the writing of the report, the Business Assistance Program, originally funded for \$325,000, has a balance of \$289,585.62 and the Housing Preservation Program, originally funded for \$250,000, has a balance of \$100,809.89. Through the proposed amendments described in Table 4, \$250,000 will be reprogrammed from the Business Assistance Program to the Housing Preservation Program. This proposal is based on past and anticipated program demand.

**Table 4**  
**Proposed Amendments - Reprogramming of Funds**

Activity	Originally Approved Funding	Proposed Amendment	Proposed Amended Funding	Remaining
Business Assistance Program	\$325,000	(\$250,000)	\$75,000	\$39,585.62
Housing Preservation Program	\$250,000	\$250,000	\$500,000	\$350,809.89

Regarding Public Services, the City published a Notice of Funding Availability in May 2021, and received 10 funding requests totaling \$195,000 from public service providers serving West Covina residents. Descriptions of services provided are included as Attachment No. 3.

With an interest in mitigating impact to the General Fund, staff earmarked funding for City projects at the levels of request by the individual departments. This will offset City program expenses that would otherwise be supported by the City's General Fund. All City projects are designated with a double asterisk (\*\*) in Table 5. A decrease in CDBG funding to these programs would result in an increased burden on the General Fund in order to maintain current service levels.

Staff has also recommended funding for the Housing Rights Center. As a CDBG recipient, HUD requires grantees to provide services that promote and support fair housing in the community. Funding the Housing Rights Center addresses this HUD requirement.

Staff recommends funding the projects (Projects No. 8 through No. 12) as shown below in Table 5.

The CDBG Ad Hoc Committee of the Community and Senior Services Commission (Ad Hoc Committee) evaluated the remaining applicants (Projects No. 13 through No. 18). Applicants made presentations to the Ad Hoc Committee on July 30, 2021. The Ad Hoc Committee then developed recommendations to allocate the balance of \$45,530 (shown in Table 5). The recommendations are included in the proposed Action Plan and presented for the consideration of the City Council.

Several activities (Project Nos. 14, 16, and 17) were not recommended for regular CDBG funding. The City received \$473,803 in CDBG-CV funds as a result of the CARES Act, which was signed by President Trump in April 2020 in response to COVID-19. Of this amount, the City Council approved \$150,000 for food bank activities. The three providers, denoted by a triple asterisk (\*\*\*), were awarded a total of \$90,000 in CDBG-CV funds at the recommendation of the Ad Hoc Committee in FY 2020-2021. The Ad Hoc Committee recommended funding the requests from the food banks from the balance of CDBG-CV funds.

Table 5 details proposed FY 2021-2022 funding by activity, alongside approved funding for FY 2021-2022 for comparison.



**Table 5**  
**Proposed FY 2021-2022 CDBG Action Plan Funding**

<b>Project/Activity</b>	<b>FY 2020-2021 Approved</b>	<b>FY 2021-2022 Proposed</b>	<b>Account</b>
1. 22005 - Residential CDBG Street Improvements	\$0	\$1,000,000	131.80.7005.7200
2. 21035 - Friendship Park Improvements (*)	\$1,000,000	\$1,000,000	131.80.7004.7700
3. 21018 – ADA Access Ramp Program	\$ 100,000	\$0	131.80.7005.7200
4. 21001 – ADA Compliance Public Facilities	\$100,000	\$0	131.80.7001.7500
5. 21029 – Senior Center – Door Replacement	\$100,000	\$0	131.80.7004.7700
6. Business Assistance Program (*)	\$324,831	\$39,585	131.22.2232.6120
7. Housing Preservation Program (*)	\$105,331	\$350,809	131.22.2242.6120
8. Administration	\$164,000	\$171,000	131.61.5120.5111
9. Senior Meals Program (**)	\$60,000	\$60,000	131.61.5121.6120
10. Domestic Violence Victim Advocate (**)	\$20,000	\$20,000	131.31.3130.5111
11. Careship (**)	\$5,000	\$5,000	131.61.5136.6120
12. Housing Rights Center (**)	\$10,000	\$10,000	131.61.2244.6120
13. Senior Assistance Program (YWCA)	\$17,000	\$25,530	131.61.5121.6444
14. Action Food Pantry (***)	\$30,000	\$20,000	225.61.5121.6207
15. ESGV Coalition for the Homeless	\$10,000	\$10,000	131.61.5121.6467
16. Shepherd's Pantry (***)	\$30,000	\$8,000	225.61.5121.6120
17. Project 29:11 (Food Pantry) (***)	\$30,000	\$12,000	225.61.5121.6203
18. Assistance League (Op School Bell)	\$10,000	\$10,000	131.61.5121.6462

As required, the draft FY 2021-2022 CDBG Action Plan was available for a 30-day public review period, which began on July 2, 2021. No written public comments were received as of the time of writing this report.

An approved Action Plan is due to HUD by August 16, 2021.

#### **OPTIONS:**

The City Council has the following options:

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

#### **ENVIRONMENTAL REVIEW:**

This project is a General Exemption under the California Environmental Quality Act.

**Prepared by:** Kelly McDonald, Public Services Manager

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#### **Fiscal Impact**

#### **FISCAL IMPACT:**

The proposed FY 2021-2022 Action Plan budget is \$1,314,030. In FY 2021-2022, the City is to receive \$827,867 in CDBG funds. With additional program income estimated at \$40,000, through repayments of CDBG-funded loans to the City's Housing Preservation Program, staff estimates a total amount of available resources to be approximately \$867,867. Previously unobligated funds, as well as the proposed reprogramming of funds described in the report will make up the difference of \$446,163. Approved funding amounts will be included in the City's FY 2021-2022 Operating and Capital Improvement Budget through the attached budget amendment.

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### **Attachments**

Attachment No. 1 - Descriptions of Categories of Need in Table 1

Attachment No. 2 - Proposed FY2021-2022 CDBG Action Plan

Attachment No. 3 - FY 2021-22 CDBG PSP Applicants

Attachment No. 4 - Budget Amendment Resolution - FY 21-22 CDBG Action Plan

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

## Descriptions of Categories of Need in Table 1, Consolidated Plan Priorities

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This attachment describes the Categories of Need shown in Table 1 of the staff report.

1. Economic Development: Activities to address these needs will be funded by the Community & Economic Development non-housing funds. Community & Economic Development activities and the new Business Assistance Program will address this category of need.
2. Homelessness: The allocation of CDBG funds to public services can address a portion of these needs.
3. Infrastructure Improvements: Improvements such as street rehabilitation and replacement of curbs and gutters will be funded during the Consolidated Plan cycle. (For example, projects may include street improvements.)
4. Owner-Occupied Housing: Owner housing needs will be addressed by the Housing Preservation Program (HPP).
5. Public Facilities: Public facilities may be funded during the Consolidated Plan cycle – 2020 to 2024. (For example, projects may include: accessibility improvement or parks and recreation facilities and youth centers.)
6. Non-Homeless Special Needs: The allocation of CDBG funds to public services can address a portion of the non-homeless needs. (Non-homeless special needs populations include: the elderly, persons with HIV/AIDS, disabled, homebound, and mentally ill).
7. Public Services: A high priority was assigned to public services because CDBG funds can help to address the needs of the elderly, frail elderly, youth and other low/moderate income populations. These needs can be addressed by the 15% allocation of CDBG funds to public services. (For example, public services may include: youth services, transportation services, and crime awareness.)
8. Rental Housing: Rental housing needs are addressed by the Section 8 rental assistance program and the affordable housing developments funded by the CED Low and Moderate Income Housing Fund.



**City of  
West Covina**

**Action Plan for  
Housing and Community Development**

**One Year Use of Funds  
FY 2021-2022 (July 1, 2021 – June 30, 2022)**

Prepared for:  
The U.S. Department of Housing and Urban Development

Lead Agency  
City of West Covina  
Community Services Department  
1444 W. Garvey Avenue  
West Covina, California 91790  
(626) 939-8430

**PROPOSED**

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## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

West Covina was incorporated as an independent city in 1923 to prevent the city of Covina from building a sewage farm in the area. Walnut groves and orange groves continued to flourish during the subsequent decades. The population in 1930 was 769 and blossomed to 1,549 in 1940. As a result of remarkable expansion during the post-World War II building boom, West Covina became one of the fastest-growing U.S. cities between 1950 and 1960, with the population increasing 1,000 per cent from less than 5,000 to more than 50,000 residents. The decades between 1960 and 2000 demonstrated steady growth, which slowed significantly by the time of the 2010 census.

The City of West Covina began the second half of the 20th century with new developments and projects, mostly brought on by big business. The City Hall and police facility were built in 1969 as the first phase of an example of a Joint Powers Authority in the County of Los Angeles. The Civic Center Joint Powers Authority, consisting of the County of Los Angeles and the City of West Covina, also completed a three-level parking structure in the Civic Center complex. The Civic Center complex includes the Los Angeles County Regional Library and the Citrus Municipal Court building and the city offices.

#### **2. Summarize the objectives and outcomes identified in the Plan**

Listed below are City of West Covina's objective and outcome categories for CDBG funded activities in accordance with the Federal Register Notice dated March 7, 2006. During this Consolidated Plan period, the City will fund activities in two objective/outcome categories – SL-1 and SL-3.

##### **SL-1 Improve Availability/Accessibility for the Purpose of Creating a Suitable Living Environment**

- Fair Housing Services
- Child Care Services
- Senior Services
- Other Public Services

##### **SL-3 Improve Sustainability for the Purpose of Creating a Suitable Living Environment**

- Neighborhood Improvement Program

The Neighborhood Improvement Program supported improvements such as: street and alley improvements, sidewalks, and street lighting and accessibility improvements.

### **3. Evaluation of past performance**

The 2015-2019 Consolidated Plan established the following high priorities for CDBG funding:

- Support a Neighborhood Improvement Program for infrastructure improvements
- Support public facilities funding
- Support funding for fair housing and tenant/landlord counseling services
- Address the needs of homeless families with children; homeless individuals; and chronically homeless persons
- Support public services funding

The City allocated CDBG funds to address each of the five high priorities listed above.

The City compared the cumulative proposed and actual accomplishments for Program Years 2015-2016 thru 2019-2020. Actual accomplishments over the four year-period exceeded the proposed accomplishments by a ratio of 1.33 to 1, when proposed accomplishments were weighted for actual funding. Three public services had accomplishments *slightly less* than the 4-year weighted accomplishments: Senior Meals Program, Careship Program, and Housing Rights Center. The Neighborhood Improvement Program supported improvements such as: street and alley improvements, sidewalks, and street lighting and accessibility improvements.

### **4. Summary of Citizen Participation Process and consultation process**

**Public Hearings:** Citizen participation is one of the most important components of the planning process. To solicit public input during the development of the Consolidated Plan, the City Council conducted two public hearings.

The purpose of the first public hearing, which occurred on May 4, 2021, was to obtain the public's input on West Covina's housing and community development needs. The notice of the public hearing explained the CDBG Program, available funding and the scope of eligible activities. The City encouraged the participation of all residents. A summary of the meeting is presented in Table 4 – Citizen Participation Outreach. The purpose of the second public hearing, which will occur on August 3, 2021, will be to consider approval of the PY 2021-2022 Action Plan. A summary of the meeting is presented in Table 4 – Citizen Participation Outreach.

**Housing and Community Development Needs Survey:** The proposed Action Plan is intended to be consistent with the recently adopted Consolidated Plan. As part of the development of the PY 2020-2024 Consolidated Plan, which was approved on April 6, 2021, The City conducted a survey as another means of obtaining public participation. The Survey was posted on the City's website. The survey results



are included as an attachment to this Plan. Seventy-nine (79) responses were received. Seventy-six (76) responses were from West Covina residents, 61 of which indicate they have lived in West Covina for over 10 years. The survey asked respondents to indicate their priority housing and non-housing community development needs (High, Medium, Low, No Need, and Don't Know) for activities in the community under seven categories. CDBG funds are limited. With the limited funding, the City supports programs that provide resources to address some of the activities mentioned below. However, the City will seek other funds or partners to address the priority needs during the Consolidated Plan period.

In summary, the seven categories and top three activities receiving the most High Need ratings in the survey are listed below:

#### Infrastructure Activities

1. Water quality improvements
2. Tree planting
3. Street and road improvements

#### Housing Activities

1. First-time home-buyer assistance
2. Energy efficient home improvements
3. Heating/cooling HVAC replacement or repairs

#### Housing Types for Special Needs Populations

1. Rental assistance for persons at-risk of homelessness
2. Shelters for youth
3. Permanent supportive housing such as subsidized housing that offers services for persons with mental disabilities

#### Community and Public Facilities

1. Parks and recreational facilities
2. Homeless shelters
3. Facilities for abused/neglected children

#### Community and Public Services

1. Neighborhood crime prevention programs
2. Children afterschool/summer camp programs & services
3. Park and recreation programs

### Services and Facilities for Special Needs Groups

1. Veterans
2. Seniors (65+)
3. Victims of domestic violence

### Business and Economic Development Activities

1. Retention of existing businesses
2. Attraction of new businesses
3. Expansion of existing businesses

## **5. Summary of public comments**

The draft Action Plan was available for a 30-day public review period beginning July 2, 2021 and ending on August 2, 2021. The public comment period was extended to August 9, 2021. Any comments received during this period will be included in the agenda report and final Action Plan.

During the pre-development hearing on May 4, 2021, a comment was made regarding the use of CDBG funds. A Councilmember commented support for the Housing Preservation Program and expressed a desire for continued funding.

The City of West Covina has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG Programs.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments received were accepted.

## **7. Summary**

The City of West Covina has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG Programs.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WEST COVINA	
CDBG Administrator	WEST COVINA	Public Services Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

### Narrative (optional)

The City's CDBG programs are administered by the Public Services Department.

### Consolidated Plan Public Contact Information

Kelly McDonald  
Public Services Management  
Public Services Department  
City of West Covina  
1444 W. Garvey Avenue So.  
West Covina, CA 91790  
(626) 939-8494 - phone  
kmcDonald@westcovina.org

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

As part of the Action Plan development, the City undertook an outreach program to consult and coordinate nonprofit agencies, affordable housing providers, and government agencies regarding the needs of the low- and moderate-income community. The outreach program has been summarized in the Executive Summary.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

During the development of the Action Plan, the City coordinated with the County of Los Angeles Housing Authority. The Housing Authority provided information on the number of families receiving Section 8 rental assistance; the number of elderly and disabled assisted families; and the number of families on the Section 8 Waiting List. The City also coordinated with the Baldwin Park Housing Authority.

The private and governmental health, mental health, and service agencies that were consulted included: United Way of America; Southern California Association of Governments; Los Angeles County Department of Public Health, (Childhood Lead Poisoning Prevention Program and Division of HIV and STD Programs); Los Angeles County Department of Mental Health; Los Angeles County Department of Public Social Services (DPSS); Office of Statewide Health Planning and Development; Substance Abuse and Mental Health Services Administration; Area Agency on Aging, State Independent Living Council (SILC); and Office of the California Attorney General. With regard to economic development, the City coordinated with the State Employment Development Department, County of Los Angeles Workforce Investment Board, West Covina Workforce Services Office, and the Community Development Commission's economic development efforts.

Specific agencies were also contacted to obtain data in preparation of this Action Plan. For example, the State Developmental Services Department and State Social Services Department were contacted to obtain data and housing resources for persons with disabilities.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Continuum of Care Strategy was consulted to provide information on homelessness and resources available. Several agencies that provide housing and supportive services for the homeless and those at risk of becoming homeless were identified. The City coordinates on an ongoing basis with the following

homeless providers: the East San Gabriel Valley Coalition for the Homeless Emergency Food and Shelter Program, YWCA – WINGS Women’s Shelter, and San Gabriel Valley Council of Governments.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City's HUD entitlement allocation does not include ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Housing Authority of the County of Los Angeles
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City requested information on Section 8 assisted households. Improved coordination is possible because baseline data provides the City a basis to monitor a reduction in rental assistance needs.
2	<b>Agency/Group/Organization</b>	LOS ANGELES HOMELESS SERVICES AUTHORITY
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	2020 Homeless Count was used as a basis to estimate the City's unsheltered homeless. Baseline data provides improved way to monitor if homelessness is reduced over time.
3	<b>Agency/Group/Organization</b>	Los Angeles County Department of Public Health
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency's website was consulted for data on the incidence of LBP poisoning. Information collected can be shared with the community to warn families of the dangers of lead based paint.

4	<b>Agency/Group/Organization</b>	State Independent Living Council
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency's multi-year plan was reviewed to gather insights on priority needs, services, and planned programs. Improved coordination provides the City information to share with the disabled community.
5	<b>Agency/Group/Organization</b>	Los Angeles County Department of Public Health-Division of HIV and STD Program
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency's was contacted to obtain data on the incidence of HIV and AIDS and programs directed at addressing these needs. Improved coordination allows the City information to share with the disabled community.

#### Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted with all agencies that could provide valuable input to the development of the Action Plan.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
2021-2023 State Plan for Independent Living (SPIL)	State Independent Living Council (SILC)	The Strategic Plan has goals in support of SPIL because many of West Covina's senior are frail and disabled and on the Section 8 Waiting List.
HIV/AIDS Strategy 2020 and Beyond	Division of HIV and STD Programs, Los Angeles County Department of Public Health	The Strategic Plan has included information from this Plan.
Area Agency on Aging 2016-2021	Los Angeles County Workforce Development Aging and Community Services	The Strategic Plan has goals in support of the Area Plan which stated that the greatest economic need is among minority seniors with poverty incomes.

**Table 3 – Other local / regional / federal planning efforts****Narrative (optional)**

City of West Covina departments that may have an interest in the CDBG Program were invited to participate in the Consolidated Plan process.

Housing is a key element of the Consolidated Plan. The City cooperates and coordinates with the State Department of Housing and Community Development by submitting the Annual Housing Element Progress Report.



## AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Approximately 30 persons attended the Public Hearing held on May 4, 2021	Staff gave an overview of the Action Plan process and CDBG funding. Priorities to guide the PY 2021-2022 Action Plan were presented and approved. Public comments at the pre-development meeting on May 4, 2021 included support for the continued funding of the home rehabilitation loan program.	All comments were received and accepted.	<a href="http://www.westcovina.org">www.westcovina.org</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Public Hearing to be held on August 10, 2021 to consider proposed Action Plan	TBD	TBD	<a href="http://www.westcovina.org">www.westcovina.org</a>

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

For FY 2021-2022, the City will receive \$827,867 in CDBG funds. Estimated income in the amount of \$40,000 in program income will result in total available resources of \$867,867. The available CDBG funds have been allocated to projects that contribute to achieving the priority needs and goals established by the 5-Year Strategic Plan. The projects are consistent with the citizen input received during the development of the recently approved Consolidated Plan. The priorities have been approved by the City Council. The proposed budget for the listed projects is \$1,314,030. The balance will be made up through the reprogramming of funds from activities proposed to be cancelled (\$305,000) and unobligated funds in the line-of-credit with HUD (\$141,163). The following four open activities, three capital improvement activities and one public service activity, are proposed to be cancelled:

- 21018 – ADA Access Ramp Program \$100,000
- 21001 – ADA Compliance Public Facilities \$100,000
- 21029 – Senior Center – Door Replacement \$100,000
- Careship \$ 5,000

Further, based on anticipated need, two amendments to existing activities are proposed. The amendments consist of modifying funding for the

existing activities as summarized below. The amendments have a net zero effect on overall funding availability.

Description of Activity	Approved Funding	Proposed Amendment	Amended Funding
• Business Assistance Program	\$ 325,000	(\$250,000)	\$ 75,000
• Housing Preservation Program	\$ 250,000	\$250,000	\$ 500,000

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	827,867	40,000	532,997	1,400,864	2,520,000	The estimated amount of CDBG funds over the remaining three years of the 5-year ConPlan period is \$2,520,000. This assumes annual allocations of \$800,000 and Program Income of \$40,000 in Program Years 3-5 estimated. Prior year resources include \$227,997 in unobligated funds through PY 20-21 and \$305,000 that is proposed through the cancellation of four open activities and the reprogramming of the funds. These amendments are described in this Action Plan. Not shown in the table are \$1.55 million currently obligated to other open activities.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible in order to address priority needs and associated goals.

The City will seek funds to leverage the Federal CDBG funds. The City's Capital Improvement Program (CIP) may leverage CDBG funds in street rehabilitation projects. State Gas Tax funds also assist with street rehabilitation.

Federal USDA, Older Americans Act, City General Fund, and participant donations augment funding for the CDBG-funded Senior Nutrition Program.

Local funds from Los Angeles County Proposition C, as well as Measure M and Measure R, assist the City in removing architectural barriers, providing Dial-A-Ride service, providing a citywide shuttle service, and performing street rehabilitation and other capital improvements.

Volunteer services and private donations provided additional resources to leverage CDBG funds.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City presently has no land that could be used to address the community's needs. However, the City does explore opportunities to partner with non-profits to address unmet housing needs. The Community and Economic Development Department does post on its webpage an Available Property List (APL) for businesses seeking to locate in West Covina.

**Discussion**

See discussion above.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve/upgrade public infrastructure & facilities	2020	2024	Improve/upgrade public facilities and infrastructure	Area Benefit Neighborhoods	Improve/upgrade public facilities & infrastructure	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted
2	Improve the well-being of low income persons	2020	2024	Non-Homeless Special Needs	City-Wide	Public Service Programs	CDBG: \$130,530	Public service activities other than Low/Moderate Income Housing Benefit: 3898 Persons Assisted
3	Achieve fair housing for all	2020	2024	Eliminate housing discrimination	City-Wide	Eliminate housing discrimination	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
4	Effective grant administration	2020	2024	Effective grant administration	City-Wide	Effective grant administration	CDBG: \$173,500	Other: 1 Other

**Table 6 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Improve/upgrade public infrastructure & facilities
	<b>Goal Description</b>	Improve neighborhood public infrastructure: Street rehabilitation of streets in CDBG-eligible areas
2	<b>Goal Name</b>	Improve the well-being of low income persons
	<b>Goal Description</b>	Improve the well-being of low income persons: The City will provide financial support to public service programs.
3	<b>Goal Name</b>	Achieve fair housing for all
	<b>Goal Description</b>	Achieve fair housing for all protected groups: The City will continue to fund a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.
4	<b>Goal Name</b>	Effective grant administration
	<b>Goal Description</b>	Grant Administration: The City staff will continue to administer the CDBG program in compliance with HUD regulations.

**Table 7 – Goal Descriptions**



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City's planned actions include grant administration; providing fair housing services; providing services to low income persons including, the homeless and the frail elderly; and improving neighborhoods. Planned projects are listed in below.

#### Projects

#	Project Name
1	Neighborhood Improvement Program
2	Fair Housing
3	Grant Administration
4	Senior Meals Program
5	Domestic Violence Victim Advocate
6	SGV YWCA Senior Citizens Assistance
7	ESGV Coalition for the Homeless
8	Assistance League of Covina Valley

Table 8 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The available CDBG funds have been allocated to projects that contribute to achieving the priority needs and goals established by the 5-Year Strategic Plan. The projects are consistent with the citizen input received during the development of the recently approved Consolidated Plan. The priorities have been approved by the City Council.

Further, based on anticipated need, two amendments to open activities are proposed. The amendment consists of modifying funding for the existing activities as summarized below. The amendments have a net zero effect on overall funding availability.

Description of Activity	Approved Funding	Proposed Amendment	Amended
<b>Funding</b>			
• Business Assistance Program	\$ 325,000	(\$250,000)	\$ 75,000
• Housing Preservation Program	\$ 250,000	\$250,000	\$ 500,000

**Applications for Funding:** The Public Services Department solicited proposals from community-based organizations, nonprofits, City departments, and citizens interested in applying for funds and providing

services to the West Covina community. The application form requests a description of the need and/or problem to be addressed by the project. This application process provides another means of identifying priority needs. Applications were reviewed by the CDBG Adhoc Committee of the Community and Senior Services Commission. The Committee heard presentations from applicants on June 30, 2021. Funding recommendations from the Committee will be considered by the City Council on August 10, 2021 as part of the proposed Action Plan.

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination.

The City also proactively seeks additional resources to better meet the underserved needs.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Neighborhood Improvement Program
	<b>Target Area</b>	Area Benefit Neighborhoods
	<b>Goals Supported</b>	Improve/upgrade public infrastructure & facilities
	<b>Needs Addressed</b>	Improve/upgrade public facilities & infrastructure
	<b>Funding</b>	CDBG: \$1,000,000
	<b>Description</b>	Improvements to eligible neighborhoods and public facilities. Accessibility improvements.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Based on the Pavement Management Plan, the activity is being scoped for residential streets in need of rehabilitation within eligible areas. Preliminarily, 10,000 persons are estimated to benefit from the proposed activity.
	<b>Location Description</b>	Based on the Pavement Management Plan, the activity is being scoped for residential streets in need of rehabilitation within eligible areas.
	<b>Planned Activities</b>	Residential Street Rehabilitation in CDBG-eligible areas
2	<b>Project Name</b>	Fair Housing
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Achieve fair housing for all
	<b>Needs Addressed</b>	Eliminate housing discrimination
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The Housing Rights Center will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord Tenant Counseling, (3) Education and Outreach, and (4) Legal Services.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	75 low- and moderate-income households
	<b>Location Description</b>	3255 Wilshire Blvd #1150, Los Angeles, CA 90010

	<b>Planned Activities</b>	The Housing Rights Center will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord Tenant Counseling, (3) Education and Outreach, and (4) Legal Services
<b>3</b>	<b>Project Name</b>	Grant Administration
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Effective grant administration
	<b>Needs Addressed</b>	Effective grant administration
	<b>Funding</b>	CDBG: \$173,500
	<b>Description</b>	CDBG Program Administration
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Admin office: 1444 W. Garvey Ave. So., West Covina, CA
	<b>Planned Activities</b>	Funding used for general management, monitoring, and oversight of CDBG Program, including the preparation of the Action Plan and CAPER
<b>4</b>	<b>Project Name</b>	Senior Meals Program
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Improve the well-being of low income persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$60,000
	<b>Description</b>	This program serves meals in a congregate setting at the West Covina Senior Center.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	750 low- and moderate-income persons
	<b>Location Description</b>	2501 E Cortez St, West Covina, CA

	<b>Planned Activities</b>	Meals are served 5 days a week. Senior meals program participants receive an estimated 40-50% of required nutrients
<b>5</b>	<b>Project Name</b>	Domestic Violence Victim Advocate
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Improve the well-being of low income persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	This program follows up with victims of all domestic violence victim cases in West Covina.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2000 low- and moderate-income persons
	<b>Location Description</b>	City-wide. Admin office: Police Department, 1444 W Garvey Ave S, West Covina, CA
	<b>Planned Activities</b>	This program follows up with victims of all domestic violence victim cases in West Covina.
<b>6</b>	<b>Project Name</b>	SGV YWCA Senior Citizens Assistance
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Improve the well-being of low income persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$25,530
	<b>Description</b>	This program connects seniors with a broad array of services that enable them to stay at their homes for as long as possible.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	447 low- and moderate-income persons
	<b>Location Description</b>	2501 E Cortez, West Covina, CA. Admin office: 943 N Grand Ave, Covina, CA

	<b>Planned Activities</b>	This program connects seniors with a broad array of services that enable them to stay at their homes for as long as possible
<b>7</b>	<b>Project Name</b>	ESGV Coalition for the Homeless
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Improve the well-being of low income persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	Emergency assistance provided to homeless persons.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	300 low- and moderate-income persons
	<b>Location Description</b>	1345 Turnbull Canyon Rd, Hacienda Heights, CA
	<b>Planned Activities</b>	ESGVCH operates the Emergency Assistance Center which provides walk-in emergency services to homeless and at-risk homeless individuals and families
<b>8</b>	<b>Project Name</b>	Assistance League of Covina Valley
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Improve the well-being of low income persons
	<b>Needs Addressed</b>	Public Service Programs
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The program will provide school clothing, shoes and supplies to children and young people from low income families so they can attend school regularly
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	780 low- and moderate-income families
	<b>Location Description</b>	636 E San Bernardino Rd, Covina, CA 91723

	<b>Planned Activities</b>	The program will provide school clothing, shoes and supplies to children and young people from low income families so they can attend school regularly
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## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

West Covina has two distinct geographic areas: City-wide and Area Benefit Neighborhoods.

CDBG investment for Fair Housing and Public Service Programs is made on a city-wide basis.

In prior years, CDBG investment for the Neighborhood Improvement Program has mostly been made in Area Benefit Neighborhoods; that is, in block groups where 51% or more of the population have low- and moderate-incomes. Based on the most recent data, the City has 22 block groups with 51% or more the population having low/moderate incomes. Please see the Appendices for a map that highlights these areas.

In PY 2021-2022, there is one activity under the Neighborhood Improvement Program: Residential Street Rehabilitation - CDBG Streets with proposed funding in the amount of \$1 million.

The percentages below are based on estimated costs of proposed activities in Year 2. Of the entire budget of \$1,314,030, Area Benefit Neighborhoods represent \$1 million estimated for Street Rehabilitation. The balance of the budget is City-wide, through Fair Housing and Public Services. Administration, proposed at \$173,500, is not considered in this calculation.

Amendments may occur during the program year that will redistribute funds to activities on an area benefit basis.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
City-Wide	14
Area Benefit Neighborhoods	86

**Table 5 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

CDBG-eligible area benefit neighborhoods, within which area benefit basis projects are eligible are highlighted on the map, included in the appendices. Public services and Fair Housing are available on a

city-wide basis to low- and moderate-income persons. Eligible block groups are listed below.

<u>Tract</u>	<u>Block Group(s)</u>
• CT 4053.01	BG 1, 2
• CT 4053.02	BG 2
• CT 4055.00	BG 2, 3
• CT 4062.00	BG 1, 2, 3
• CT 4065.00	BG 5
• CT 4066.02	BG 2, 4
• CT 4067.01	BG 1, 3
• CT 4067.02	BG 1, 2, 3
• CT 4068.00	BG 1, 3
• CT 4080.04	BG 1
• CT 4081.33	BG 2
• CT 4081.37	BG 2
• CT 4081.41	BG 1

### **Discussion**

See discussion above.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Section 8 provides rental assistance to 579 families through programs administered by the Housing Authority of the County of Los Angeles (474) and Baldwin Park Housing Authority (105).

Of the 579 families, 503 are disabled or elderly. There are 411 families on the Section 8 Waiting List of the two housing authorities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	579
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	579

**Table 11 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Refer to discussion above.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The City does not have public housing; however, the Housing Authority of the County of Los Angeles and the Baldwin Park Housing Authority administer the Section 8 Housing Choice Voucher program within West Covina. There are currently 579 West Covina families receiving Section 8 rental assistance and approximately 411 more residents on the waiting list. The amount of time spent on the waiting list often varies and can be as long as several years

### **Actions planned during the next year to address the needs to public housing**

Not applicable to the City of West Covina.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable to the City of West Covina. The Housing Authority of the County of Los Angeles encourages the participation of public housing residents through Resident Councils. The role of a Resident Council (RC) is to improve the quality of life and resident satisfaction in self-help initiatives to enable residents to create a positive living environment for individuals and families living in public housing. The Baldwin Park Housing Authority (BPHA) owns and administers Mc Neil Manor, a “project-based public housing unit. Mc Neil Manor is a 12-unit low-income senior (62 years or older) housing development.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Housing Authority of the County of Los Angeles is not a troubled PHA. HACoLA has officially achieved "High Performer" status under HUD's Section 8 Management Assessment Program (SEMAP); therefore, is not designated as a "troubled" agency. Units are inspected, repaired, and maintained on a regular basis.

### **Discussion**

The Housing Authorities have prepared five-year Strategic Plans and an Annual Plans. The Plans guide the actions of the Housing Authority in addressing the needs of extremely low and very low income families and include goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and in achieving consistency with each jurisdiction's Consolidated Plan. The City will continue to monitor the Housing Authority's Plans and provide input as it pertains to West Covina residents in an effort to increase the supply of affordable housing.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City plans to allocate CDBG public service funds to agencies that address the needs of the homeless such as emergency/transitional shelter, food insecurity and other basic needs. For the past several years, the City of West Covina has partnered with the Los Angeles Homeless Services Authority (LAHSA) to host and participate in the County-wide Homeless Count to better understand the number of homeless in our community as well as the region. In 2018, 277 unsheltered homeless persons were counted, up from the 158 counted in 2017 and the 48 counted in 2016. The results of the 2019 was 147 and the 2020 count results were 124.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

In October 2017, the City was awarded \$50,000, through the County of Los Angeles, to produce a Homeless Plan. This Plan is a comprehensive assessment of homelessness in the local jurisdiction, assessing the resources currently available to address the challenge, and identifying opportunities for the City, neighboring Cities, and the County to collaborate in the implementation of identified strategies to combat homelessness. The Plan was submitted to the County in July 2018.

In late 2018, the County of Los Angeles put out a Request for Proposals for Homelessness Plan Implementation Grants. The City submitted a collaborative proposal with the Cities of Covina, Duarte, Azusa, and Glendora, through grants writers funded by the San Gabriel Valley Council of Governments, that was awarded. The grant funds a full-time supervisor and 4 full-time housing navigators that are co-located in the different Cities. They partner with law enforcement and other outreach efforts and work with landlords and people experiencing homelessness to find housing options based on client needs. They coordinate regional outreach, work as a group on outreach efforts in individual cities, and provide staffing to other special projects. The award totals \$343,250 with Cities matching a total of \$291,280. The grant performance period is through December 2021. The Cities have contracted Union Station Homeless Services of Pasadena to provide housing navigation services under the grant.

Relative to outreach, the City is currently a member of the Police Department Program's Mental Evaluation Team (MET) which is comprised of four (4) cities: Azusa, Covina, Glendora, and West Covina, which provide mental health services to homeless in each of our communities. One day per week, a mental health professional is dedicated to the City of West Covina to assist individuals throughout the community that have been displaced temporarily or are permanently homeless.

The City funds a two police officers for homeless outreach. In addition to the parks-related duties, this

team are the first responders to homeless calls, and proactively seek contacts with the homeless (building trust relationships, which can help deescalate crisis situations and help individuals to accept social services). The team received specialized training in crisis communication, social services, etc., and is connected to the local and regional social service network, expanding upon longstanding partnerships that the City of West Covina has with other agencies, hospitals, churches, etc. The target population will be primarily street level and sheltered homeless, as well as those in need of mental health services. The team is supplemented by an existing partnership with Los Angeles County, who assigns a County Mental Health Clinician to our area, rotating among cities regionally. Police Officers focus a portion of their time at City parks and in the community to provide outreach to those homeless individuals in need of supportive services. In addition, they enforce park operating hours, and be able to mitigate illegal activity in the parks. In 2020, the City received \$50,000 in Measure H funds through the SGV COG to support law enforcement outreach to homeless.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City provides CDBG funds to the East San Gabriel Valley Coalition for the Homeless. This agency provides advocacy, motel vouchers, gas vouchers, hot meals, showers, lunches, clothing, travel needs, rehabilitation and mental health placements, Winter Shelter, mail and message service and refers clients to partner agencies for further assistance. Up until recently, the Coalition has administered a transitional housing program. The program was discontinued due to lack of funding.

The City applied for and received Measure H funding in the amount of \$100,000 from Los Angeles County. The grant is for the purchase of motel vouchers in order to increase the availability of temporary beds in the area. Vouchers will be used by the housing navigator, on a case by case basis, for those working through a housing plan.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The YWCA – WINGS Women’s Shelter is located in West Covina. It is a 32-bed shelter for battered women and their children.

The City of West Covina is not a direct provider of homeless services. It does refer homeless persons to emergency shelters, transitional housing and supportive housing operated by public and private agencies located near the city. The City also amended the Zoning Code to indicate the where emergency

shelters may be located by right.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City of West Covina does not receive funding from the Federal sources that require the implementation of supportive housing programs for persons returning from mental and physical health institutions. The City does not receive funds from sources that require the development and implementation of a Discharge Coordination Policy. However, the City has knowledge of the County's discharge coordination policies.

The West Covina jail houses suspects awaiting court appearances or as long as it takes to book them and release on a citation. Currently, any suspect in custody displaying medical and/or mental illness is taken for appropriate care either to a hospital or County jail facility where services can be provided. Suspects are also allowed to utilize a phone to make arrangements to be picked up.

Los Angeles County Department of Mental Health (DMH) regulations require the discharge planning process for Acute Care Hospitals, State Mental Hospitals, and Institutions for Mental Disease programs must address all the individual needs of homeless clients at treatment initiation. Housing resources on discharge include: independent living with rental assistance, family reunification, living with roommates, PSH, and nursing homes.

California law requires hospitals/regional hospital associations to have protocols for homeless patients. The Hospital Association of Southern California, National Health Foundation, and Illumination Foundation's Recuperative Care Program must provide post-hospital healthcare services to homeless patients moving from acute care. Services include housing location assistance, residential medical and social support.

Los Angeles County Department of Health Services (DHS) regulations require health care facilities to provide appropriate housing location and supportive services to avoid discharge into homelessness. Programs include: the Recuperative Care Program, nursing facilities, board and care, family reunification, permanent supportive housing (PSH), and affordable housing. DHS also funds 24/7 ES

medical services where Case Managers work with patients to obtain housing, services, and benefits.

### **Discussion**

See discussions above.



## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The City's adopted 2014-2021 Housing Element describes constraints and barriers to maintenance, development and preservation of affordable housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The 2014-2021 Housing Element recommended the following actions to mitigate the barriers to affordable housing:

- Annually review development standards to ensure that the development of lower income housing can occur. Revise the development code to address all constraints identified in Section 6 of the Housing Element.

In addition, the City has adopted the following on-going policy:

- Continue to use flexible development standards to facilitate the development of affordable housing through promotion of maximum development densities in the multi-family zone and the mixed use overlay.

If an affordable housing development is proposed during the Program Year, the City will implement, if appropriate, the following policies:

- Reduced parking for senior and affordable housing development and by permitting modified housing unit sizes
- Fee exemptions and reductions for second dwelling units, affordable housing and senior housing.

### **Discussion:**

In April of each year, the City transmits an Annual Housing Element Progress Report to the State Department of Housing and Community Development. The Report describes all the actions taken to implement the programs included in the adopted Housing Element.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The following narratives describe the actions the City will undertake in PY 2021-2022 to address underserved needs, foster and maintain affordable housing, reduce lead-based paint, reduce the number of poverty-level families, develop the institutional structure, and enhance coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination.

### **Actions planned to foster and maintain affordable housing**

The City's housing stock contains six affordable multifamily projects and six affordable senior projects. These units should be monitored and discussions with the property managers and/or owners should occur to address the development's long-term affordability status. The following actions will be taken:

- Monitor the affordable housing projects to ensure compliance with rent restrictions
- Maintain a list of the affordable housing inventory

### **Actions planned to reduce lead-based paint hazards**

To increase an awareness of lead-based paint hazards, the City will notify applicants to the Housing Preservation Program to the dangers of lead based paint hazards posts information through distribution of an informational pamphlet and required testing on rehabilitation projects where paint may be disturbed. The City will also post links on its website alerting homebuyers and renters to the dangers of lead based paint hazards.

### **Actions planned to reduce the number of poverty-level families**

The City will carry out the following anti-poverty actions in coordination with its affordable housing plan:

- The City will continue to support the Section 8 Housing Choice Voucher Program and public housing units located within the community.
- The City will coordinate with the Housing Authority of the County of Los Angeles and Baldwin Park Housing Authority to increase the number of families that receive rental assistance.
- The City will work with the Housing Authorities to encourage families receiving Section 8 rental assistance to participate and graduate from the Family Self-Sufficiency Program (FSS). The City

will periodically request information from the Housing Authority on FSS participation and graduation levels.

The City will provide funding for child care services. Access to child care is a policy that contributes to helping the working poor to make ends meet and avoid poverty.

### **Actions planned to develop institutional structure**

The Public Services Department, Community Development Department, and Police Department are the key departments involved in the Consolidated Plan and Action Plan process. The Public Services and Community Development Departments are responsible for capital improvements to facilities (i.e., senior center, parks, streets). The Police Department carries out a public service.

To strengthen internal coordination and timeliness of expenditures, the Public Services Department meets monthly with the Community Development Department and Finance Department. The purpose of the meetings is to strengthen the delivery of projects in neighborhoods so that there are tangible physical and quality of life benefits resulting from the expenditure of CDBG and other funds.

The City also coordinates on a regular basis with the following housing providers:

- County of Los Angeles Housing Authority (Section 8)
- City of Baldwin Park Housing Authority (Section 8)
- Community and Economic Development Department (Housing Rehabilitation/Preservation)
- Housing Rights Center (Fair Housing)

City activities include: collection of information regarding clients served, geographic distribution of clients served, and review and comment on Public Housing Agency Plans.

Coordination with health providers involves the periodic collection of lead-based incident statistics from the County of Los Angeles, Department of Health Services, Childhood Lead Poisoning Prevention Program. In addition, the City will continue to obtain information from the Los Angeles County Department of Health Services, Office of AIDS Programs and Policy.

Coordination with social service agencies is accomplished through the CDBG public service programs. This involves a notice of funding availability, evaluation of applications submitted including needs to be addressed, and monitoring and performance evaluation of funded social service agencies.

To strengthen the institutional structure for carrying out its Consolidated Plan and Action Plan, the City will strengthen the working relationship by providing input to and coordinating with the County of Los Angeles Housing Authority and Baldwin Park Housing Authority. Efforts to strengthen the institutional

structure involve review of the five-year and annual plans of each authority.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

During Program Year 2, the City will continue its coordination efforts with:

- Los Angeles County Homeless Services Authority (LAHSA)
- Southern California Association of Governments (SCAG)
- San Gabriel Valley Council of Governments (SGVCOG)
- Baldwin Park Housing Authority
- County of Los Angeles Housing Authority

In January 2018, LAHSA conducted a homeless count. 264 unsheltered homeless persons were counted in West Covina, up from the 165 counted in 2017. There were 147 persons counted in the 2019 Count and 124 in 2020.

The City will continue to participate in the meetings and task forces of the SCAG and the SGVCOG.

The City will review the Annual Plans of the two Housing Authorities and provide input as appropriate.

### **Discussion:**

Refer to the above narratives.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

Overall Benefit - PY 2021-2022 will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	40,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>40,000</b>

#### Other CDBG Requirements

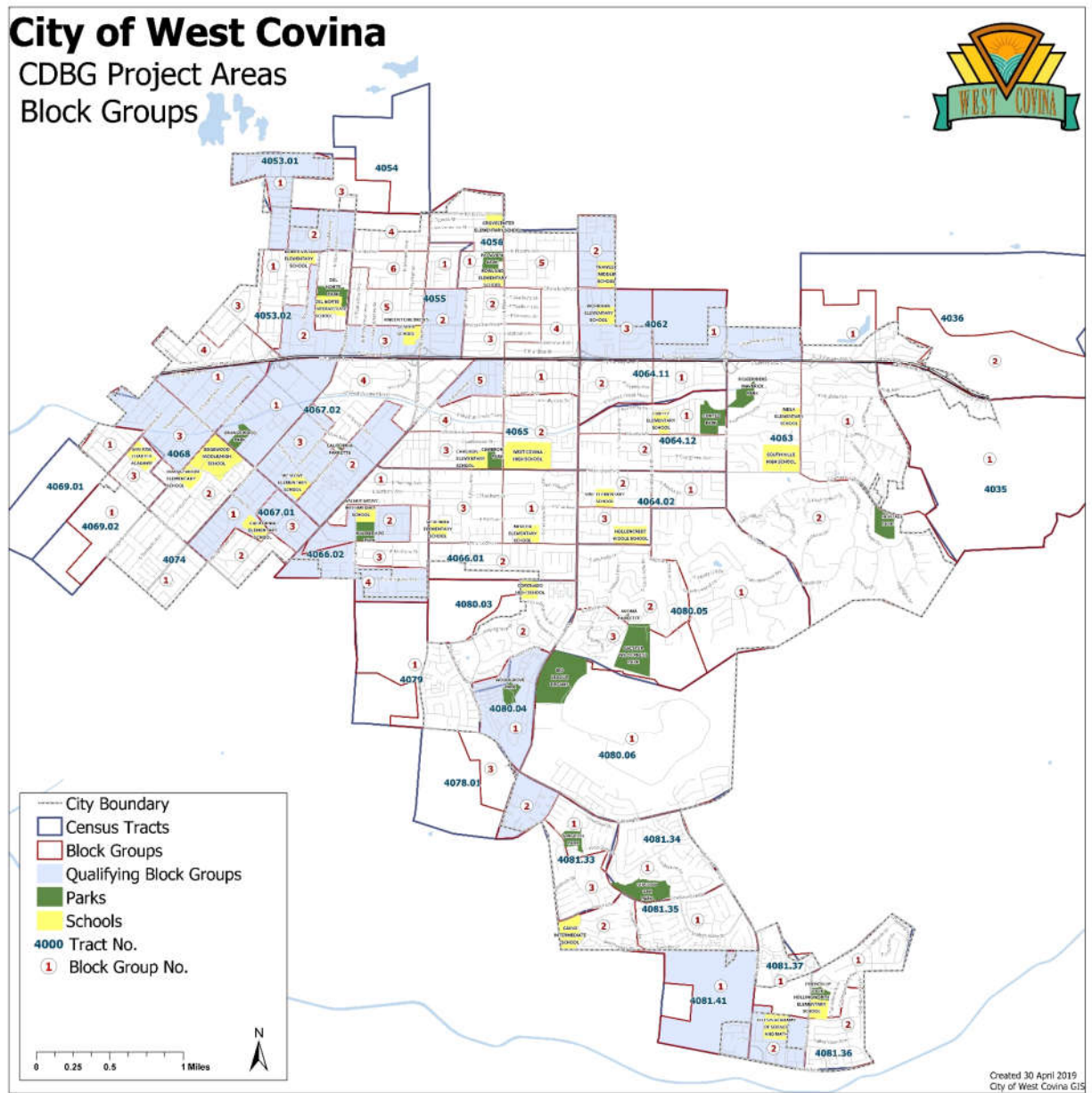
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

PY 2021-2022 will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.



## Attachments

### Grantee Unique Appendices



**FY 2021-2022 CDBG PUBLIC SERVICE PROJECT APPLICANT  
DESCRIPTIONS**

**Note:** Descriptions shown in *italics* were taken from the applications of the respective service providers in which they respond to the question, “Describe your program (purpose, goal, etc.).”

1. **Senior Meals Program - City of West Covina:** *The senior meals program serves meals in a congregate setting at the West Covina Senior Center 5 days a week. Meals served under the program must provide at least 1/3 of the recommended dietary allowances. Staff meets on a monthly basis with a County dietician to ensure this objective is met for participants. The seniors are receiving an estimated 40-50% of required nutrients from the meals provided by the program. Annually, the program serves over 35,000 meals to the seniors in the community. The program provides these meals to seniors at a suggested donation of \$2.00. Participants are encouraged to donate what they can regardless of the amount. In previous years, the program has been recognized by the Los Angeles County Local Area on Aging as a distinguished site recipient.*
  
2. **Domestic Violence Victim Advocate – West Covina Police Department:** *The City's Victim Advocate is partially funded from CDBG, and is responsible for following up with victims of all domestic violence cases that occur in West Covina, as well as some other crimes involving children and domestic situations. The Victim Advocate guides domestic violence victims through the criminal justice and social service networks. An independent evaluation conducted by Cal State Los Angeles validated the work, citing this as the most useful service offered to domestic violence victims at the Police Department. The Victim Advocate serves as the liaison to County Adult Protective Services, the Domestic Violence Council, and other agencies and service networks. This project is a public service eligible for CDBG funding under 24 CFR §570.201(e). Service amounts vary somewhat from year to year due to crime trends (beyond the Police Department's control).*
  
3. **Careship - City of West Covina:** *The Careship program's primary purpose is to assist moderate to low-income West Covina residents who are working or attending school with the cost of childcare. Only children of West Covina residents enrolled full-time in a licensed childcare facility will be considered for the program. The number of participants is limited to two per family for a maximum of two years. A new and separate Application is required prior to each session plus the backup documentation.*
  
4. **Housing Rights Center:** *Since the establishment of the Federal Fair Housing Act in 1968, promoting equal access to housing has been a priority for the federal, state, and local governments. The Housing Rights Center ("HRC") proposes to further these interests by providing the City of West Covina with fair housing and landlord/tenant services. Through the Fair Housing Program, the HRC will actively support and promote freedom of residence to the end that all West Covina residents have the opportunity to secure the housing they desire and*



*can afford, without discrimination based on their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income or other characteristics protected by law. A component of this program includes addressing problems that arise between landlords and tenants, (e.g., payment of rent, lease agreements, and habitability), which are often intertwined with issues of discrimination. HRC will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord/Tenant Counseling, (3) Education and Outreach, and (4) Legal Services.*

- 5. Action Food Pantry:** *ACTION Food Pantry's purpose is hunger relief. Our goal is to provide food for the increasing number of needy in our community. Volunteers pick up, unload, and sort the food into nutritionally balanced packages and distribute them. Over 120 families are served each week. Clients are registered and their visits are recorded. ACTION actively seeks monetary and food donations to supplement grant funds. Unlike some organizations who have time limits, we allow our clients to participate in the program as long as food is needed. ACTION Food Pantry primarily concentrates on food distribution from our facility and also through other small food banks and homeless organizations. We have an exclusive agreement with Porto's Bakery, West Covina to distribute their day-old pastries. We distribute the bread and pastries to homeless organizations, churches, senior citizens clubs, police departments, fire departments, city halls, and hospitals.*
- 6. ESGV Coalition for the Homeless - Emergency Food and Shelter:** *The East San Gabriel Valley Coalition for the Homeless (ESGVCH) is a non-profit 501(c)3 charitable organization, incorporated since 1994, which operates under a voluntary Board of Directors to directly aid people experiencing homelessness. ESGVCH believes that all are called to turn attention beyond themselves to assist those who suffer especially the poor, the hungry, and the homeless. It is, our mission to bring hope and restore dignity to those in need by providing shelter, alleviating hunger, assisting with basic daily needs assisting to regain housing, raising community awareness, and by working collaboratively with others to end hunger and homelessness. ESGVCH operates the Emergency Assistance Center (EAC) in providing walk-in emergency services to families and/or vulnerable individuals without home or homeless. The Center is located in Hacienda Heights and is open daily, Monday through Friday, during the hours of 8:30 a.m. to 1:30 p.m. Each day EAC staff provides hot meals, sack lunches, clothing, hygiene kits, TAP cards w/a 20 ride a month subsidy, emergency shelter (in the form of motel vouchers for families with children), and referral services for those in need. The EAC also operates the Bridge Program, which provides longer-term emergency shelter in the form of motel vouchers to homeless families. While in the Bridge Program, clients are provided with the guidance they need to obtain their own permanent housing. A case manager works with the families in address areas that require immediate change. For example, if an adult in the family does not have a job, the Bridge Program case manager helps him/her with job hunting, assists the parents with obtaining childcare, etc. The case manager also assists the families with money management by looking at the family's monthly expenses and designing a plan to decrease debt. The goal of the program is for the families to save as much money as possible so that at the end of the program they can have money for a deposit towards their own permanent housing.*

7. **Project 29:11: Food Bank** - Opened Tuesdays and Fridays. Clients may receive food once a month. The food that is distributed many include, but not limited to fresh produce and/or vegetables, a variety of dairy products, pastries and breads and assorted meats. Since March of 2020, our average per month of families that we were able to help with food has been around 975. This represents an average per month of 3,650 adults and children. Our current numbers are staying around the same. **Clothing Rack**- On March 20, 2020, because of COVID-19, we had o temporarily close our Clothing Rack. Because of the layout of the interior rooms, we around not have clients coming into the building as we have in the past. We hope to reopen it again. **Turkey Giveaway**- On the Monday and the Tuesday of the Thanksgiving week, we were able to help 375 families have a complete Thanksgiving dinner, along with a roasting pan. **Community Christmas Party**- This past Christmas, we were not able to have our Community Christmas Party because of COVID-19 because everything is done inside the church building. We hope the resources we provided will give our clients the opportunity to use their money for rent and/or utilities to help them stay in a home.
8. **Assistance League of Covina Valley:** Assistance League® of Covina Valley (ALCV) is a nonprofit national philanthropic organization dedicated to improving literacy and helping to break the cycle of poverty in local communities by providing basic needs to economically disadvantaged students. ALCV became a chartered member of National Assistance League® in 1970. Operation School Bell® (OSB) has been a continuous program of ALCV since 1984. Through this program, underserved students in preschool through twelfth grade receive new school clothing, supplies for school and personal hygiene items. Studies show that the root cause of poverty is the lack of educational opportunities. In 2021, we are seeing an increase in poverty across America and an increase in unemployment rates due to the Pandemic. The average unemployment rate in America is 6.1%. According to the city website, West Covina's unemployment rate is 11.3%, almost double the national average. The increase in unemployment equals an increase in poverty. Studies show that inadequate clothing can be one part of a sad equation that leads students to skip school and have academic and behavioral issues. The purpose of Operation School Bell is to provide students with proper attire so that they are able to attend school regularly. Elementary school children, dressed at the chapter's facilities in Covina, are fitted with new pants/shorts, shirts, shoes, underwear, sweatshirt, a filled backpack, family hygiene kit and vouchers to the Assistance League Thrift Shop which is next to OSB. Middle and high school students are treated to a shopping trip at local department stores. The students are allowed to select their own clothing, shoes, and accessories with help from their parent/guardian. ALCV volunteers also give these students hygiene kits and vouchers to the Thrift Shop. The goal is to keep students in school and to keep up with the needs of our community by increasing the number of students we dress. Because of the pandemic and the increase in poverty, ALCV hopes to budget to dress 1,300 students in the next year. The cost to dress an elementary student is \$150. The cost to dress a middle and high school student is \$175. The number of students we are able to service each year is limited to our fundraising efforts and by the schools' commitment to identify and refer all students and families who are in need of assistance. ALCV's goal is to dress at least 780 West Covina students.

**9. Shepherd's Pantry:** *Founded in 2004 as a free emergency food delivery service operated out of a rental storage unit, by 2005 Shepherd's Pantry needed a walk-in-food facility and leadership to help develop their pantry operations. The team looked to Cory's Kitchen which was established in 2001 in Irwindale. Cory's Kitchen's culture encompassed emotional and spiritual support in addition to providing food; this approach was incorporated into Shepherd's Pantry operations. In 2019 the two food pantries merged into the company now known as Shepherd's Pantry with three locations in Glendora, Irwindale, and Baldwin Park. Our mission is: To provide food, resources, and services from a faith-based perspective to those in need. We value the dignity of all individuals and strive to promote their independence. Our vision is: To alleviate hunger and to improve the well-being of those living in the San Gabriel Valley. We meet our mission by incorporating other services such as personalized case management, haircuts, homeless food support, home food delivery and a clothing pantry.*

**10. YWCA of San Gabriel Valley - Senior Citizens Assistance Program (SCAP):** *The goal of the YWCA SCAP (Case Management and Information & Referral/Assistance Services) is to connect seniors with a broad array of services that enable them to remain in their homes for as long as possible. These services include but are not limited to: Access to services such as transportation, case management, information and assistance; and in-home services such as personal care, chore, and homemaker assistance; Community services such as legal services, mental health services, and adult day care; and Community education and related programming that help to coordinate and integrate services for seniors such as health screening, exercise/health programs, etc. Due to Covid-19, our regular on-site service at the West Covina Senior Center is on hold. BSW Case Managers will provide service to seniors living in West Covina via telephone, telehealth and in person as needed. The YWCA San Gabriel Valley Senior Services' model of providing effective Case Management and Information and Referral/Assistance (I & RIA) Services is based on the concept of linking clients to a culturally competent, locally accessible, and cost-effective integrated continuum of supportive services. In addition, our agency has proven its ability to respond in a timely manner to client's requests for service, and within several hours if the request is urgent.*

**RESOLUTION NO. 2021-87**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET  
AMENDMENT FOR THE FISCAL YEAR COMMENCING  
JULY 1, 2021 AND ENDING JUNE 30, 2022 (FY 2021-2022  
CDBG ACTION PLAN)**

**WHEREAS**, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-22; 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, 2021 and ending June 30, 2022; 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. 007, attached hereto as Exhibit A, related to the FY 2021-2022 CDBG Action Plan.

**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 10th day of August, 2021.

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Letty Lopez-Viado  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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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. 2021-87 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 10th day of August, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk

**EXHIBIT A**  
**BUDGET AMENDMENT**

CITY OF WEST COVINA  
**BUDGET AMENDMENT**

**BA # 007**

Posted By:

Date Posted:

Date: 8/10/21  
Requested by: Kelly McDonald  
Dept/Div: Public Services

Fiscal Year: 2021/2022  
Amount: -  
Description: FY 2021-2022 CDBG Action Plan

**EXPENDITURES**

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
22005.131.7500/ 131.80.7005.7200	Res CDBG Street Imprvmnts	500,000	500,000	1,000,000
21029.131.7700/ 131.80.7004.7700	Sliding Doors at Sr Center	100,000	(100,000)	-
21001.131.7500/ 131.80.7001.7500	ADA Access - Public Facilities	100,000	(100,000)	-
21018.131.7200/ 131.80.7005.7200	ADA Curb Access Ramp Prgm	100,000	(100,000)	-
131.22.2232.6120	Business Assistance Program	324,800	(285,214.38)	39,585.62
131.22.2242.6120	Home Improvement Program	105,300	245,509.89	350,809.89
131.31.3130.5111	PD/Domestic Violence Vict Adv	12,400	3,700	16,100
131.61.5120.5111	Administration	76,700	35,300	112,000
131.61.5121.6120	Contract Services	93,000	(33,000)	60,000
131.61.5121.6444	Senior Assistance Prgm (YWCA)	-	25,530	25,530
131.61.5121.6467	ESGV Coalition for the Homeless	-	10,000	10,000
131.61.5121.6462	Assist. League (Op. School Bell)	-	10,000	10,000

**REVENUES**

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
131.61.4551	Federal Grants	2,392,600	211,826	2,604,426
				-

REASON/JUSTIFICATION (Please be specific)

City is reimbursed for expenditures.

**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

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City of West Covina | Office of the City Manager

**DATE:** August 10, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF PROPOSED AMENDMENT TO THE COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FY 2019-2020 ACTION PLAN**

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### RECOMMENDATION:

That the City Council take the following actions:

1. Approve the proposed amendment to the CDBG FY 2019-2020 Action Plan; and
2. Approve the following Resolution:

**RESOLUTION NO. 2021-90 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL  
YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (CDBG-CV AAP  
AMENDMENT)**

### BACKGROUND:

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

On June 4, 2019, the City Council approved the City's FY 2019-2020 Action Plan, which describes how funds will be used to achieve community development goals. According to HUD regulations, these plans can be amended at any time, with proper notice and considered in a public hearing.

On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act, also referred to as the CARES Act, a \$2 trillion emergency package intended to support individuals and businesses affected by the COVID-19 pandemic and economic downturn. The CARES Act provides \$5 billion in federal Community Development Block Grant Coronavirus (CDBG-CV) funding to prevent, prepare for, and respond to COVID-19. West Covina was previously allocated \$473,804. The City was allocated an \$709,140 in additional CDBG-CV funding for a total of \$1,182,944. The funding will be administered under CDBG regulations, with specific waivers and flexibilities from HUD.

### DISCUSSION:



Including this funding for activities requires the City to amend its FY 2019-2020 Action Plan. The City is proposing to amend its FY 2019-2020 Action Plan to include CDBG-CV funding and CDBG-CV funded activities. Pre-award costs for such activities may be incurred, consistent with HUD regulations (24 CFR 270.200(h)).

The proposed amendment consists of including the new allocation of \$790,140 in CDBG-CV funding for public social services to respond to COVID-19 challenges, in the FY 2019-2020 Action Plan. The City may approve subsequent amendments to the Plan relative to activities and funding allocations.

The CARES Act requires a 5-day public review period. The public review period began on August 5, 2021. No comments have been received as of the writing of this report.

The proposed amendment to the Action Plan requires HUD approval.

**LEGAL REVIEW:**

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

**OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Kelly McDonald, Public Services Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

The City will receive an allocation of \$709,140 in CDBG-CV fund through the CARES Act. Approval of the attached budget amendment is necessary to appropriate funding. There will be no impact to the General Fund resulting from the amendment.

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**Attachments**

Attachment No. 1 - Quick Guide to CDBG Eligible Activities

Attachment No. 2 - CARES Flexibilities

Attachment No. 3 - Budget Amendment

**CITY COUNCIL GOALS & OBJECTIVES:** Respond to the Global COVID-19 Pandemic

## Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response

### REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

### Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

<i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i>	
<b>Buildings and Improvements, Including Public Facilities</b>	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i>	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i>	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
<b>Assistance to Businesses, including Special Economic Development Assistance</b>	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i>	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i>	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Provision of New or Quantifiably Increased Public Services	
<p>Following enactment of the CARES Act<sup>1</sup>, the public services cap<sup>2</sup> has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.</p> <p><i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i></p>	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
<p>States only: planning grants and planning only grants.</p> <p><i>See section 105(a)(12).</i></p>	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
<p>States only: use a part of to support TA and capacity building.</p> <p><i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i></p>	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
<p>Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i></p>	Gather data and develop non-project specific emergency infectious disease response plans.

### Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

### Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov)
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

<sup>1</sup> On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

<sup>2</sup> Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.




U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

9 April 2020

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

MEMORANDUM FOR: All Fiscal Year 2020 and 2019 CDBG and CDBG-CV Grantees and All CPD Field Office Directors

FROM:  John Gibbs, Acting Assistant Secretary for Community Planning and Development

SUBJECT: CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response and plan amendment waiver

*The Coronavirus Aid, Relief and Economic Security Act* (CARES Act) (Public Law 116-136) makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). Additionally, the CARES Act provides CDBG grantees with flexibilities that make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG Grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements.

The Department has announced the allocations of the first \$2 billion in CARES Act funding for CDBG grantees, as well as \$1 billion for Emergency Solutions Grants (ESG) and \$53.7 million for Housing Opportunities for Persons With AIDS (HOPWA). You can find the allocations at [www.hud.gov/program\\_offices/comm\\_planning/budget/fy20/](http://www.hud.gov/program_offices/comm_planning/budget/fy20/).

This memorandum transmits the attached *CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response* Guide (Guide). The Guide describes the immediate availability of a 5-day public comment period for amendments and new plan submissions, uncaps the percentage of CDBG funding for public services to prevent, prepare for, and respond to coronavirus, as well as other flexibilities. Please note that these new provisions are not only applicable to the \$5 billion in CDBG funding from the CARES Act but many of the new provisions are also applicable to FY2019 and FY2020 CDBG funding. This broad applicability provides grantees with flexibility to help address the challenges facing our nation.

Grantees are advised to amend or prepare their plans as soon as possible and not to wait for the pending Federal Register notice, which may provide additional waivers and alternative requirements. Similarly, grantees should not wait for HUD to allocate the remaining nearly \$3 billion of the \$5 billion provided by the CARES Act for the CDBG program. Upon publication of the Federal Register notice and subsequent allocations, grantees receiving allocations will then amend plans accordingly.

Grantees should proceed with all amendments and plans under these new provisions by adding the CDBG-CV allocation in their plans as an available resource for the year. The CARES Act permits HUD to waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the CDBG-CV funds, FY2019 and FY2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment), upon a finding by the Secretary that any such waivers or

alternative requirements are necessary to expedite or facilitate the use of such amounts to prevent, prepare for, and respond to coronavirus.

To expedite grantees' use of CDBG-CV funds, HUD is waiving the requirements at 42 U.S.C. 12705(a)(2) to the extent it requires updates to the housing and homeless needs assessment, housing market analysis, and strategic plan and 24 CFR 91.220 and 91.320 to the extent the action plan is limited to a specific program year to permit grantees to prepare substantial amendments to their most recent annual action plan, including their 2019 annual action plan. Grantees must identify the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus.

The Department is also waiving 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of the substantial amendment to HUD for review in accordance with 24 CFR 91.500. To receive a CDBG-CV grant, a grantee must also submit a SF-424, SF-424D and the certifications at 24 CFR 91.225(a) and (b) or 24 CFR 91.325(a) and (b).

The Guide addresses many of the Field's initial questions. Email inquiries to [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov) will continue to receive individual replies and guidance. HUD will also be batching questions and responses and periodically making them available as FAQs. Additional resources will continue to be posted to [www.hudexchange.info/programs/cdbg/disease/](http://www.hudexchange.info/programs/cdbg/disease/).

Thank you for the work you and your staff do with our communities in the fight against the coronavirus.



## CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response

April 9, 2020

President Trump has signed *The Coronavirus Aid, Relief and Economic Security Act* (CARES Act). The CARES Act:

- Makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants);
- Provides flexibilities for CDBG grantees to make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements;
- Requires CDBG-CV grantees to prevent the duplication of benefits, which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

HUD will publish a Federal Register notice describing the requirements for CDBG-CV grants. The notice will also include waivers and alternative requirements for CDBG-CV and fiscal year 2019 and 2020 CDBG grants. A grantee may submit a CDBG-CV action plan substantial amendment to its most recent accepted CDBG action plan for the first CDBG-CV allocation before the notice is published. To apply for CDBG-CV grants, grantees may follow existing regulatory requirements for a substantial amendment to the grantee's action plan that describes the amount of CDBG-CV funds available in the first allocation and planned use of funds, in accordance with existing requirements and the flexibilities in the CARES Act, summarized below. HUD will publish a Q&A document with further information on this process.

Grantees may use CDBG-CV and CDBG funds for a range of activities to prevent, prepare for, and respond to coronavirus. For examples, see the [Quick Guide to CDBG Activities for Infectious Disease Response](#).

### Summary of CARES Act Provisions for Coronavirus Response With CDBG-CV and CDBG Grants

For more information, refer to applicable sections of the CARES Act, Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).			
Description of Program Flexibility	Applicability to CDBG-CV and CDBG Grants		
Public Service Activities			
Eliminates the 15 percent cap <sup>1</sup> on the amount of grant funds that can be used for public services activities.  Following enactment, the cap in section 105(a)(8) of the HCD Act and 24 CFR 570.201(e) has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants	Immediately Available ✓	
	CDBG Grants before FY 19		Not Available ✗
Reimbursement of Costs			
Provides that grantees may use CDBG-CV grant funds to cover or reimburse costs to prevent, prepare for, and respond to coronavirus incurred by a State or locality, regardless of the date on which such costs were incurred, when those costs comply with CDBG requirements. For other grants, pre-agreement and pre-award cost authority is available under 24 CFR 570.489(b) (states) and 570.200(h) (entitlements).	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants		See current regulations. ✗
	CDBG Grants before FY 19		See current regulations. ✗

<sup>1</sup> Section 105(a)(8) of the Housing and Community Development Act of 1974, provides a different percentage cap for some grantees.

Description of Program Flexibility	Applicability to CDBG-CV and CDBG Grants		
Citizen Participation and Public Hearings for Consolidated Plans (including Action Plans)			
<p>Provides that grantees may amend citizen participation plans to establish expedited procedures to draft, propose, or amend consolidated plans. Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period can run concurrently for comments on the action plan amendment and amended citizen participation plans.</p> <p>In-person public hearings are not required. Grantees may meet public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the grantee’s certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.</p>	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants	Immediately Available ✓	
	CDBG Grants before FY 19		Not Available ✗
Deadline to Submit Consolidated Plans (including Annual Action Plans)			
<p>Extends the deadline for grantees to submit action plans and other updates to their consolidated plans submissions for fiscal years 2019* and 2020 to August 16, 2021.</p> <p><i>Without extension, the deadline for fiscal year 2020 grants would be August 16, 2020, in accordance with section 116(b) of the HCD Act and 24 CFR 91.15.</i></p> <p><i>*The deadline for fiscal year 2019 passed on August 16, 2019 (plans due then have been submitted).</i></p>	CDBG-CV	Immediately Available ✓	
	CDBG FY 19* and FY 20 Grants	Immediately Available. ✓	
	CDBG Grants before FY 19		Not applicable. ✗
Waiver and Alternative Requirement Authority			
<p>Authorizes the Secretary to issue statutory and regulatory waivers/alternative requirements for CDBG-CV and some CDBG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus.</p> <p>Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment.</p> <p><i>HUD has additional regulatory waiver and statutory suspension authorities that it may use for CDBG Grants before fiscal year 2019 if necessary.</i></p>	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants	Immediately Available. ✓	
	CDBG Grants before FY 19		Not applicable. ✗

Submit your questions to: [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov)

**RESOLUTION NO. 2021-90**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (CDBG-CV AAP AMENDMENT)**

**WHEREAS**, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-22; 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, 2021 and ending June 30, 2022; 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. 013, attached hereto as Exhibit A, related to CDBG-CV funds.

**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 10th day of August, 2021.

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Letty Lopez-Viado  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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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. 2021-90 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 10th day of August, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk

**EXHIBIT A**  
**BUDGET AMENDMENT**

CITY OF WEST COVINA  
**BUDGET AMENDMENT**

**BA # 013**

Posted By:  
Date Posted:

Date: 8/10/21  
Requested by: Kelly McDonald  
Dept/Div: Public Services

Fiscal Year: 2021-2022  
Amount: CDBG-CV  
\$709,140

**EXPENDITURES**

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
225.61.5121.6120	Contract Services	96,300.00	709,140.00	805,440.00
		-	-	-
		-	-	-
		-	-	-
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**REVENUES**

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
225.61.4551	CDBG-CV	96,300.00	709,140.00	805,440.00
				-
				-
				-
				-

REASON/JUSTIFICATION (Please be specific)

Federal funds to respond to COVID-19 pandemic

**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