



**CITY OF WEST COVINA**

**CITY COUNCIL/SUCCESSOR AGENCY**

SEPTEMBER 7, 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**

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 – 9/7/2021". 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 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 SEPTEMBER 7, 2021, 7:00 PM  
REGULAR MEETING**

**INVOCATION**

Led by Pastor Mason Okubo from Immanuel First Lutheran Church

**PLEDGE OF ALLEGIANCE**

Led by Mayor Pro Tem Castellanos

**ROLL CALL**

**REPORTING OUT FROM CLOSED SESSION**

**PRESENTATIONS**

- Presentation by the Los Angeles County Assessor Mr. Prang
- Certificate of Recognition presented to Lorena Alvarez

**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 AUGUST 10, 2021, CITY COUNCIL/SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING MINUTES, THE AUGUST 10, 2021, CITY COUNCIL/SUCCESSOR AGENCY SPECIAL SESSION MEETING MINUTES, THE AUGUST 17, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE AUGUST 17, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the August 10, 2021, Special Closed Session Meeting Minutes, the August 10, 2021, Special Session Meeting Minutes, the August 17, 2021, Closed Session Meeting Minutes, and the August 17, 2021, Regular Session Meeting Minutes.

#### **COMMISSION SUMMARY OF ACTIONS**

- 2) **COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES FOR THE MAY 11, 2021, REGULAR MEETING.**

It is recommended that the City Council receive and file the minutes of the May 11, 2021 regular meeting of the Community and Senior Services Commission.

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

- 3) **CONSIDERATION OF RESOLUTION NO. 2021-92 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

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

**RESOLUTION NO. 2021-92 - 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, JULY 6, 2021, JULY 20, 2021 AND AUGUST 17, 2021**

- 4) **CONSIDERATION OF APPROVAL OF CENTRAL INVENTORY OF SURPLUS LAND PURSUANT TO SURPLUS LANDS ACT**

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

**RESOLUTION NO. 2021-93 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING A CENTRAL INVENTORY OF SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221, DECLARING SUCH LANDS ARE NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS**

#### **FIRE DEPARTMENT**

- 5) **CONSIDERATION OF LEASE AGREEMENT WITH WILLIAMS SCOTSMAN INC. FOR TEMPORARY FIRE STATION NUMBER 1 FACILITIES. PROJECT NUMBER 22010.**

1. Authorize the City Manager to negotiate and execute the Lease Agreement with Williams Scotsman Inc., in substantially the form as attached and in such final form as approved by the City Attorney; and
2. Approve a purchase order to Williams Scotsman Inc. totaling \$224,263.66 for the delivery, installation, 24-month lease, and removal of the modular unit. The \$224,263.66 includes monthly rent of \$4,694, \$84,851.71 for installation, and \$26,755.95 for removal after 24 months.
3. Waive formal contract procedures in accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(1), by finding that it is in the public interest and necessity to waive formal contract

procedures in connection with the lease of modular fire station facilities; as the emergent need does not permit a delay from publicizing a formal competitive solicitation; and

4. Authorize a 25% contingency allocation, totaling \$27,901.92, for the installation and removal of the modular unit based on the installation and removal costs.
5. Authorize a \$100,000 budget for other temporary modular facility set-up needs, which may include but not limited to water, electric, sewer, computer networking, appliances and furniture. Services to be rendered by undetermined vendors following the City's procurement requirements.

## **HUMAN RESOURCES/RISK MANAGEMENT**

### **6) SUMMARY OF ACTIONS FOR THE HUMAN RESOURCES COMMISSION MEETING OF AUGUST 18, 2021**

It is recommended that the City Council receive and file the Summary of Actions for the August 18, 2021 special meeting of the Human Resources Commission.

### **7) CONSIDERATION OF REPEAL AND REPLACEMENT OF MANAGEMENT ANALYST I/II JOB DESCRIPTION**

Staff and the Human Resources Commission recommend that the City Council approve to repeal and replace the Management Analyst I/II job description, by adopting the following resolution:

**RESOLUTION NO. 2021-94 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE MANAGEMENT ANALYST I/II CLASS SPECIFICATION**

## **PUBLIC SERVICES**

### **8) CONSIDERATION OF CONTRACT AGREEMENT FOR CONSTRUCTION OF FRIENDSHIP PARK IMPROVEMENTS AND APPROVAL OF PURCHASE ORDER TO PROCURE PLAYGROUND EQUIPMENT - PROJECT NO. 21035**

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

1. Award the construction agreement for the Friendship Park Improvements (Project No. 21035) to Jaynes Brothers Construction Inc. as the lowest responsible bidder;
2. Authorize the City Manager to negotiate and execute an agreement with Jaynes Brothers Construction, Inc. for \$201,258.43, for playground equipment, fitness area, entry sign and basketball court improvements, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize the City Manager to issue a purchase order to Innovative Playgrounds, Co., for \$616,882.93, for direct purchasing of basketball court equipment, playground equipment, fitness equipment and entry signs through Omnia Partners (Cooperative Purchasing);
4. Authorize 10% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
5. Authorize the City Manager to negotiate and execute any amendments to the agreement.

## **END OF CONSENT CALENDAR**

## **DEPARTMENTAL REGULAR MATTERS**

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

### **9) CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE**

It is recommended that the City Council appoint three Committee Members to the City's Audit Committee to each serve a two-year term.



## **MAYOR/COUNCILMEMBERS REPORTS**

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

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

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

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

## **CITY COUNCIL COMMENTS**

## **ADJOURNMENT**

### **Next Tentative City Council Meeting**

Regular Meeting

September 21, 2021

7:00 PM

## **RULES OF DECORUM**

*The following are excerpts from the West Covina Municipal Code:*

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

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

Sec. 2-50. Decorum--Required.

- a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
  - a. Addressing the Mayor and City Council without first being recognized.
  - b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
  - c. Repetitiously addressing the same subject.
  - d. Failing to relinquish the podium when directed to do so.
  - e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
  - f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

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

**Sec. 2-52. Persons authorized to be within council area.**

No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

*The following are excerpts from the Penal Code*

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when

no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

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



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE AUGUST 10, 2021, CITY COUNCIL/SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING MINUTES, THE AUGUST 10, 2021, CITY COUNCIL/SUCCESSOR AGENCY SPECIAL SESSION MEETING MINUTES, THE AUGUST 17, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE AUGUST 17, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

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### RECOMMENDATION:

It is recommended that the City Council approve the August 10, 2021, Special Closed Session Meeting Minutes, the August 10, 2021, Special Session Meeting Minutes, the August 17, 2021, Closed Session Meeting Minutes, and the August 17, 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 - 8/10/2021 Special Closed Session Minutes Draft

Attachment No. 2 - 8/10/2021 Special Session Minutes Draft

Attachment No. 3 - 8/17/2021 Closed Session Minutes Draft

Attachment No. 4 - 8/17/2021 Regular Session Minutes Draft

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



## **CITY OF WEST COVINA**

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

**AUGUST 10, 2021, 6:00 PM  
SPECIAL 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 Special Closed Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, August 10, 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, Mayor Pro Tem Castellanos, Mayor Lopez-Viado.

#### **Council Members**

**Absent:** Councilwoman Rosario Diaz

**City Staff:** David Carmany City Manager, Thomas P. Duarte City Attorney, Robbeyn Bird Finance Director, Paulina Morales Assistant City Manager, Oliver Yee Attorney (Liebert Cassidy Whitmore), Jim Touchstone Deputy City Attorney, Jeffery

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

None

**CLOSED SESSION**

**1.CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code § 54956.9(d)(1)

1. City of West Covina v. BICEP (LA Superior Court, Case No. 20STCV45390)
2. Briley v. City of West Covina (LA Superior Court Case No. BC630552)
3. Ruben Briseno v. City of West Covina, Ian Paparro, Christopher Quezada, Abel Hernandez, DOES 1-50; (USDC, Central District of California, Western Division, Case No. 2:20-cv-02986-MRW)

**2.CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code § 54956.9(d)(2)

Number of Cases: One (1)

**3.CONFERNECE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code § 54956.8

1. Property: 811 Sunset Avenue, West Covina (APN: 8468-016-904)  
Agency Negotiators: Carmany, Morales, Duarte  
Negotiating Parties: MLC Holdings, Inc., City Venture Holdings, LLC and Griffin/Swinerton, LLC, The Olson Company  
Under Negotiation: Price and Terms of Payment
2. Property: 707 S. Lark Ellen Ave., West Covina (APN No. 8486-008-905)  
Agency Negotiators: Carmany, Morales  
Negotiating Parties: Neryssa Flores  
Under Negotiation: Lease Terms

**4.CONFERENCE WITH LABOR NEGOTIATIONS**

Pursuant to Government Code § 54956.8

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

### **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 7:03 P.M. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday August 17, 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**

**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 Castellanos  
Councilwoman Rosario Diaz  
Councilmember Brian Tabatabai  
Councilman Tony Wu**

## **MINUTES**

### **CALL TO ORDER**

A Special Meeting was called to order by Mayor Lopez-Viado on Tuesday, August 10, 2021 at 7:13 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

### **INVOCATION**

Led by City Manager David Carmany

### **PLEDGE OF ALLEGIANCE**

Led by Mayor Letty Lopez-Viado

### **ROLL CALL**

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

Council Members

Absent: Councilwoman Rosario Diaz

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 § 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)
3. Ruben Briseno v. City of West Covina, Ian Paparro, Christopher Quezada, Abel Hernandez, DOES 1-50; (USDC, Central District of California, Western Division, Case No. 2:20-cv-02986-MRW)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code § 54956.9(d)(2)

Number of Cases: One (1)

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

1. Property: 811 Sunset Avenue, West Covina (APN: 8468-016-904)  
Agency Negotiators: Carmany, Morales, Duarte  
Negotiating Parties: MLC Holdings, Inc., City Venture Holdings, LLC and Griffin/Swinerton, LLC, The Olson Company  
Under Negotiation: Price and Terms of Payment
2. Property: 707 S. Lark Ellen Ave., West Covina (APN No. 8486-008-905)  
Agency Negotiators: Carmany, Morales  
Negotiating Parties: Neryssa Flores  
Under Negotiation: Lease Terms

4. 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**

None

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

Presentation given by Mr. Carmany.

### **CONSENT CALENDAR**

***ACTION: Motion by Mayor Pro Tem Castellanos, Second by Councilmember Tabatabai 4-0 (Absent: Diaz) to: Approve Consent Calendar Items 1,2***

### **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.**

**Carried 4-0 (Absent: Diaz) to:** approve the July 20, 2021, Closed Session Meeting Minutes, and the July 20, 2021, Regular Session Meeting Minutes.

### **POLICE DEPARTMENT**

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

**Carried 4-0 (Absent: Diaz) to:** adopt 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**

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 Mayor Pro Tem Castellanos 4-0 (Absent: Diaz) to: 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**

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 Mayor Pro Tem Castellanos, Second by Councilmember Tabatabai 4-0 (Absent: Diaz) to:*** take the following actions:

1. Approve the proposed amendment to the CDBG FY 2019-2020 Action Plan; and
2. Adopt 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/COUNCILMEMBERS REPORTS**

None

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

***ACTION: Motion by Councilmember Tabatabai to:*** request a report from the Community Services Department on the progress made on the 4 goals and 14 actions outlined in the

Homeless Plan that was adopted in 2018. (Motion failed due to lack of a second).

**ACTION: Motion by Mayor Lopez-Viado, Second by Councilman Wu 3-1 (No: Tabatabai, Absent: Diaz) to:** request a letter be drafted to the State requesting that a State of Emergency be declared regarding the Homeless Crisis. The letter will further request the re-establishment of a mental institution the creation of a centralized agency to better provide homeless services, and an updated report on the changes that have occurred since the most recent audit report on homelessness. Mayor Lopez-Viado also directed staff to apply for the 21-million-dollar funds being offered by Senator Rubio and to look into the housing in place program for residents that wish to house homeless individuals at their home. Staff is instructed to investigate potentially consolidating local Non-Profits related to Homelessness into one centralized organization, per Councilman Wu's amendment. The letter that is being drafted to the State shall also include a letter from California State Auditor Elaine Howell, which highlights the State's inaction on the homeless crisis within California.

**ACTION: Motion by Councilman Wu, Second by Mayor Lopez-Viado 3-1 (No: Tabatabai, Absent: Diaz) to:** send a letter to the County of Los Angeles requesting that they resume the Homeless Outreach Taskforce.

#### **CITY COUNCIL COMMENTS**

None

#### **ADJOURNMENT**

A motion to adjourn the Special Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 8:14 p.m. The next scheduled City Council Meeting will be held on Tuesday, August 17, 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



## **CITY OF WEST COVINA**

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

**AUGUST 17, 2021, 6:00 PM  
REGULAR MEETING-CLOSED SESSION**

**MANAGEMENT RESOURCE CENTER 3<sup>RD</sup> 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 Special Closed Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, August 17, 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, Helen Tran Human Resources Director, Robbeyn Bird Finance Director, Paulina Morales Assistant City Manager

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

None

**CLOSED SESSION**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code § 54956.8

Property: Property Parking Lot (Plaza West Covina) APN: 8474-007-940

Agency Negotiator: Carmany, Morales, Duarte

Negotiating Parties: Project Passion Restaurant Group

Under Negotiation: Price and Terms of Purchase

**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**

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

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

**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 6:40p.m. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday September 7, 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**

**AUGUST 17, 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, August 17, 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 Councilwoman Diaz

### **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 REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: Property Parking Lot (Plaza West Covina) APN: 8474-007-940

Agency Negotiator: Carmany, Morales, Duarte

Negotiating Parties: Project Passion Restaurant Group

Under Negotiation: Price and Terms of Purchase

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

- Confidential Employees
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- 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**

1. Certificate of Recognition to Rebekah Ganiere and James Ganiere for the movie *Rekindling Christmas*
2. Presentation by the Valley County Water District

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

John Carson

Jeff Tuck  
Thomas Klingler  
Jerri Potras  
Sharon-Lynn Anderson  
Elsie Messman  
Peter Wang  
Armando Herman  
Charles Foote  
Bill Elliott  
John Shewmaker  
Mike Greenspan  
Jim Grivich  
Frank Williams  
Jefferson DeRoux  
Bill Robinson  
Linda Jackson

**CITY MANAGER'S REPORT**

*City Manager's report on current City projects.*

**CONSENT CALENDAR**

***ACTION: Motion by Councilman Wu, Second by Councilmember Tabatabai 5-0 to: Approve Consent Calendar Items 1,3 (Item 2 was removed from the consent calendar by City Manager David Carmany)***

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

**1) CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO 2485 - ZONE CHANGE NO. 20-03, ADOPTING THE VINCENT PLACE SPECIFIC PLAN (SP-31)**

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

**ORDINANCE NO. 2485 - 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 (SP-31) AT 1024 W. WORKMAN AVENUE**

**CITY CLERK'S OFFICE**

**2) CONSIDERATION OF AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION**

**This Item was removed from the Consent Calendar by City Manager David Carmany.**

It is recommended that the City Council authorize the City Manager to negotiate and execute an agreement with National Demographics, Inc. dba National Demographics Corporation in an amount not to exceed \$59,000 for redistricting services.

## **CITY MANAGER'S OFFICE**

### **3) CONSIDERATION OF RESOLUTION NO. 2021-91 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

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

**RESOLUTION NO. 2021-91 - 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, JULY 6, 2021 AND JULY 20, 2021**

## **END OF CONSENT CALENDAR**

## **DEPARTMENTAL REGULAR MATTERS**

### **FINANCE DEPARTMENT**

### **4) CONSIDERATION OF CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS AND FISCAL YEAR 2021-2022 BUDGET AMENDMENT**

***ACTION: Motion by Councilman Wu, Second by Councilwoman Diaz 4-1 (No: Tabatabai) to:*** take the following actions:

1. Confirm the list of items to be funded by the Coronavirus State & Local Fiscal Recovery Funds, American Rescue Plan Act of 2021.
2. Adopt the following resolution:

**RESOLUTION NO. 2021-89 - 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 (NEW POSITIONS)**

## **MAYOR/COUNCILMEMBERS REPORTS**

None

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

None

**CITY COUNCIL COMMENTS**

None

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 10:17 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, September 07, 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

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES FOR THE  
MAY 11, 2021, REGULAR MEETING.**

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### RECOMMENDATION:

It is recommended that the City Council receive and file the minutes of the May 11, 2021 regular meeting of the Community and Senior Services Commission.

### DISCUSSION:

The attached meeting minutes are for the regular Community and Senior Services Commission meeting held on May 11, 2021.

**Prepared by:** Deborah Johnston, Administrative Assistant II

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### Attachments

Attachment No. 1 - Summary of Actions for Minutes of the Community and Senior Services Commission Meeting on May 11, 2021.

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



**CITY OF WEST COVINA  
COMMUNITY AND SENIOR SERVICES COMMISSION**

**TUESDAY, MAY 11, 2021, 6:00 PM**

**REGULAR MEETING**

**CORTEZ PARK COMMUNITY & SENIOR CENTER NORTH WING  
2501 E CORTEZ ST. WEST COVINA, CALIFORNIA 91791**

**MINUTES**

**Vice Chair Robert Torres  
Commissioner Hector Diaz  
Commissioner Sherry Fischer  
Commissioner Jen Gutierrez  
Commissioner Carole Mullner  
Commissioner Cecilia Munoz  
Commissioner George Nguyen  
Commissioner Betty Valles  
Commissioner Alfred Williams  
Commissioners Karim Zaklama**

***AMERICANS WITH DISABILITIES ACT***

The Commission complies with the Americans with Disabilities Act (ADA). If you need special assistance at Commission Meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8:00 a.m. to 5:00 p.m. Monday through Thursday, at least 48 hours prior to the meeting to make arrangements.

***AGENDA MATERIAL***

Agenda material is available for review at the West Covina City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue 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 Commission 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 during normal business hours.

**PUBLIC COMMENTS**

**ADDRESSING THE COMMUNITY AND SENIOR SERVICES COMMISSION**

Any person wishing to address the Commission 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 Commission Secretary

*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 three (3) minutes per speaker.

**CALL TO ORDER** by Vice Chair Torres at 6:09 p.m.

**PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYERS** by Vice Chair Torres.

## **ROLL CALL**

**Vice Chair Robert Torres** – Present.

**Commissioner Hector Diaz** - Absent.

**Commissioner Sherry Fischer** – Present (arrived at 6:17 p.m.).

**Commissioner Jen Gutierrez** – Present.

**Commissioner Carole Mullner** – Present.

**Commissioner Cecilia Munoz** – Present.

**Commissioner George Nguyen** - Present (arrived at 6:23 p.m.).

**Commissioner Betty Valles** – Present.

**Commissioner Alfred Williams** – Present.

**Commissioners Karim Zaklama** – Absent.

## **ORAL COMMUNICATIONS - Three (3) minutes per speaker**

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

**Speaker:** Sophia Chavira, Resident.

**Discussion:** Spoke about request for Commission to create a HEAR program due to resident's concern regarding the increased harassment, discrimination & hate crime in district 4 and throughout the city.

**Speaker:** Elsa Greno, West Covina Community Alliance Network.

**Discussion:** Spoke about the program "Smoke Free" with the organization West Covina Community Alliance Network.

**Speaker:** Lisa Mayo, They Will Know organization.

**Discussion:** Spoke about the programs with They Will Know organization as well as the Smoke Free program above and the HEAR program request listed above.

**Speaker:** Fredrick Sykes, Resident.

**Discussion:** No Smoking Ordinance and various concerns of hate crimes and other issues throughout the city.

## **CONSENT CALENDAR**

## **NEW BUSINESS**

### **1) Commissioners Handbook Review - Presentation by Human Resources Director, Helen Tran.**

It is recommended that the Commission acknowledge receipt of handbook, sign acknowledgment form, and then receive and file this report.

Michelle Webb with the Human Resources Department presented the Commission with the Commissioners Handbook and requested document received verification and answered any questions the Commissioners might have related to their handbook or personnel services.

## **NEW BUSINESS (cont.)**

### **2) Selection of Chair of the Community and Senior Services Commission.**

Motion by Commissioner Valles to nominate Commissioner Williams as Chair. No second. Commissioner Williams kindly rejects nomination.  
Motion fails.

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Motion by Commissioner Nguyen, second by Commissioner Valles. To nominate Commissioner Mullner to the seat of Chair.

Motion fails by a vote of 3-4 with 2 absent and 1 not sworn in at this time.

**AYES:** Valles, Nguyen, Mullner.

**NOES:** Gutierrez, Munoz, Torres, and Williams.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (present however, not sworn in as Commissioner at this time).

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Motion by Commissioner Munoz, second by Commissioner Torres. To nominate Commissioner Torres to the seat of Chair.

Motion carried by a vote of 5-3 with two absent.

**AYES:** Gutierrez, Munoz, Torres, and Williams.

**NOES:** Valles, Nguyen, Mullner.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (present however, not sworn in as Commissioner at this time).

*\*If nomination vacates Vice Chair position, a vote for Vice Chair will have to be conducted.*

### **3) \*Selection of Vice-Chair of the Community and Senior Services Commission.**

Motion by Commissioner Valles, second by Commissioner Nguyen. To nominate Commissioner Mullner to the seat of Vice Chair.

Motion carried by a vote of 7-0 with 2 absent and 1 not sworn in at this time.

**AYES:** Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (present however, not sworn in as Commissioner at this time).



## **APPROVAL OF MEETING MINUTES**

**4) March 9, 2021, Community and Senior Services Commission Meeting Minutes.**

It is recommended that Commission approve the March 9, 2021, Community and Senior Services Commission Meeting Minutes.

Discussion was had and update to minutes was directed of staff to complete.

Motion by Munoz, second by Williams, to approve minutes with corrections.

Motion passes by a vote of 7-0, 2 absent and 1 not sworn in at this time.

**AYES:** Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (not sworn in as Commissioner at this time).

**5) Community Services Resource Guides.**

It is recommended that the Commission receive and file these documents.

Presented by Susie Perez, Community Services Acting Manager on the resources the city provides to the seniors of the community and residents. Discussion was had.

**6) Update on Big League Dreams Sports Park Facility - Presented by Mike Cresap.**

It is recommended that the Commission receive and file this report.

Presented by Mike Cresap, Public Services Superintendent on the status of the West Covina Sports Complex, what is happening currently at the complex and what the cities intent for the facility is. Currently the facility is being cleaned, landscape and fields updated. The city intends to run the facility for rentals and special events. More information on the facility can be found on the city's website at [www.westcovina.org](http://www.westcovina.org).

**7) Facility Reports for January through April 2021.**

It is recommended that the Commission receive and file these reports.

Discussion was had.

Motion by Nugyen to receive and file these documents.

Motion carries by a vote of 7-0 with 2 absent and 1 not sworn in at this time.

**AYES:** Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (not sworn in as Commissioner at this time)

## CONTINUED BUSINESS

- 8) **Commissioner Nguyen's request for update on any future projects for the Dog Park at Del NortePark - Presented by Mike Cresap.**

It is recommended that the Commission receive and file this report.

Presentation by Mike Cresap, Public Services Superintendent. Discussion was had related to current status of the facility, future project/updates, suggestions for signage and re-naming of the park were discussed. There was suggestion about Animal Control patrolling the facility as well, for compliance of license requirements of dogs visiting the park as well as other items related to the maintenance of the facility.

No action was taken for this report.

- 9) **Commissioner Torres request to discuss The CAHOOTS program.**

It is recommended that the Commission discuss these programs and give further direction.

Commissioner Torres presented the Commission with documents from Eugene Oregon's website pertaining to their CAHOOTS program which is a crisis response program that Eugene implemented over 31 years ago to assist a human services partnership with the White Bird Clinic and the City of Eugene. This program assists with responding to crisis situations, other situations needing de-escalation, behavioral and mental health concerns, intoxication calls, welfare checks, and even death notices within the community of Eugene and Springfield Oregon.

Discussion was had amongst the commission on advising the Council to advise staff to look into the possibility of implementing this type of program within West Covina. It was discussed that due to the benefits it could provide to the city, it would be a good idea to advise City Council to take a more active role with the SGVCOG who is currently researching the CAHOOTS program for implementation within Los Angeles County.

Discussion about the cities current program H.O.P.E. was had as well and the services that program provides along with its partners at LASHA and other entities.

Motion by Torres, second by Williams to advise Council to take a more active role in the San Gabriel Valley COG's current research into the CAHOOTS program and implementation of this, or a program of this nature, within West Covina, be it with a partnership with the SGVCOG or independently.

Motion carries by a vote of 7-0 with 2 absent and 1 not sworn in at this time.

**AYES:** Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (present however, not sworn in as Commissioner at this time)

**10) Commissioner Torres Request to Discuss the Human Equity, Access, and Relations (HEAR) Commission Program.**

It is recommended that the Commission discuss these programs and give further direction.

Presentation by Commissioner Torres. Discussion was had on the HEAR program works, how the city of San Gabriel implemented and runs this program in their city. It was discussed that this program would be beneficial to the community of West Covina due to the increased reports of social injustices and racial crime increase within the city.

Motion by Torres, second by Williams to recommend to Council to form an independent commission such as the HEAR commission or a similar program of this like, where residents can come before the commission to discuss racial & hate crimes within the city.

Motion carries by a vote of 5-0, 3 abstaining (present however, 1 not sworn in at this time), and 2 absent.

**AYES:** Gutierrez, Mullner, Nguyen, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Valles, Munoz, Fischer (not sworn in as Commissioner at this time)

## **AD HOC COMMITTEE REPORTS**

**11) Presentation of the design for playground equipment replacement project for Cortez Park.**

It is recommended that the Commission vote on the presentation to continue the CIP process for submittal to Council for approval and implementation.

Presentation by Mike Cresap, Public Services Superintendent.

Discussion was had about the project playground replacement at Cortez Park plans approved by the AdHoc CIP Committee on May 5, 2021. Discussion about the warrantee, equipment and placement was had.

Motion by Gutierrez, second by Mullner to approve the playground replacement plans submitted by Great Western Recreation for Cortez Park Playground replacement project and approved by the AdHoc CIP Committee as submitted.

Motion carries by a vote of 7-0 with 2 absent and 1 not sworn in at this time.

**AYES:** Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (present however, not sworn in as Commissioner at this time)

12) **Presentation of the design for playground equipment replacement and new fitness equipment projects for Friendship Park.**

It is recommended that the Commission vote on the presentation to continue the CIP process for submittal to Council for approval and implementation.

Presentation by Mike Cresap, Public Services Superintendent.

Discussion was had about the project playground replacement & new fitness equipment at Friendship Park plans approved by the AdHoc CIP Committee on May 5, 2021. Discussion about the location of fitness equipment, color of individual pieces of equipment for playground and lighting at the facility was had. Discussion about the placement of the fitness equipment placement was had and staff stated they would reach out to the contractor for verification if this can be done and if not possible, staff will update the Commission at that time.

Motion by Torres, second by Valles to approve the playground replacement & new fitness equipment plans submitted by Burke/Innovative Playgrounds for Friendship Park project and approved by the AdHoc CIP Committee with the change to the location of the fitness equipment portion of the plans be moved closer to the playground.

Motion carries by a vote of 7-0 with 2 absent and 1 not sworn in at this time.

**AYES:** Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** Fischer (present however, not sworn in as Commissioner at this time)

## **COMMISSIONERS REPORTS**

**Commissioner Hector Diaz** - Absent.

**Commissioner Sherry Fischer** – Attended the easter drive through event which was great.

**Commissioner Jen Gutierrez** - No updates.

**Commissioner Carole Mullner** – Attended Shadow Oak Park Playground event. Playground is great.

**Commissioner Cecilia Munoz** Attended Shadow Oak Park Playground event. Playground is great.

**Commissioner George Nguyen** – Attended Shadow Oak Park Playground event. Playground is great.

**Commissioner Robert Torres** – Attended Shadow Oak Park Playground event. Playground is great.

**Commissioner Betty Valles** – Updated that the police department was going door to door offering the COVID-19 vaccine to senior citizens throughout the city.

**Commissioner Alfred Williams** - Attended Shadow Oak Park Playground event. Playground is great.

**Commissioners Karim Zaklama**- Absent.

## **ITEMS TO BE AGENDIZED**

**Commissioner Torres** – requested Measure H funding and Homeless programs in West Covina presentation by staff.

**Commissioner Torres** – requested a presentation from Elsa Greno with West Covina Community Alliance Network on their Smoke Free program for discussion with commission to advise Council to create a smoke free ordinance within the city.

## UPCOMING EVENTS

- **Cameron Park Community Center** (1305 E. Cameron Avenue, West Covina, CA 91790). Monday to Friday, 8:00 am to 4:00 pm (Closed *for lunch 11:00 am - 12:00 pm*). Who is eligible: Persons of 50+ years and older. To schedule your appointment, visit <https://vaccine.fulgentgenetics.com/>  
Testing available daily 7 days a week from 7:00 a.m. - 7:00 p.m. - COVID-19 Testing Clinic at Cameron Community Center at 1305 E Cameron Ave.
- **Cortez Community Park and Senior Center** (2501 E. Cortez Street, West Covina, CA 91791). Monday to Friday, 8:30 am to 4:00 pm. Who is eligible: Person 16+. To schedule your appointment, visit <https://myturn.ca.gov/>
- **Tuesday, May 11, 2021, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.
- **Saturday, May 15, 2021, 8:00 a.m. - 11:00 a.m.** - Free Compost Event - City Maintenance yard at 825 S Sunset Ave.
- **Tuesday, May 18, 2021, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Tuesday, May 25, 2021, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.
- **Saturday, May 29, 2021, 8:00 a.m.** - God's Pantry & One & All Church Food Bank Distribution - Registration required. Palmview park at 1304 E Puente Ave. Please register at: [WWW.GODS-PANTRY.ORG](http://WWW.GODS-PANTRY.ORG)
- **Saturday, May 29, 2021, 9:00 a.m. - 1:00 p.m.** - Used Motor Oil Collection & Free Filter Exchange Event - AutoZone at 730 N Azusa Ave.
- **Tuesday, June 1, 2021, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Tuesday, June 8, 2021, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.
- **Saturday, June 12, 2021, 9:00 a.m. - 1:00 p.m.** - Free Electronic Waste Collection Round Up - City Maintenance Yard at 825 S Sunset Ave.
- **Tuesday, June 15, 2021, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Saturday, June 19, 2021, 9:00 a.m. - 3:00 p.m.** - Household Hazardous Waste & E-Waste Round up - City Maintenance Yard at 825 S Sunset Ave.
- **Tuesday, June 22, 2021, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.
- **Saturday, June 26, 2021, 9:00 a.m. - 1:00 p.m.** - Used Motor Oil Collection & Free Filter Exchange Event - AutoZone at 1540 E Amar Rd.
- **Saturday, June 26, 2021, 8:00 a.m.** - God's Pantry & One & All Church Food Bank Distribution - Registration required. Palmview park at 1304 E Puente Ave. Please register at: [WWW.GODS-PANTRY.ORG](http://WWW.GODS-PANTRY.ORG)
- **Tuesday, July 6, 2021, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Tuesday, July 13, 2021, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.

## ADJOURNMENT

- 13) Adjournment in memory of Sylvia Ontiveros, Community Service Recreation Leader.  
It is recommended that the Commission adjourn this meeting in memory of Sylvia Ontiveros.

Motion by Torres at 9:00 p.m. to adjourn in memory of Sylvia Ontiveros.

Motion carries 8-0 with 2 absent.

**AYES:** Fischer, Gutierrez, Mullner, Munoz, Nguyen, Valles, Torres, and Williams.

**NOES:** None.

**ABSENT:** Diaz and Zaklama.

**ABSTAIN:** None.

## 2021 Community and Senior Services Commission Meetings

July 13, 2021, at 6:00 p.m.  
September 14, 2021, at 6:00 p.m.  
November 9, 2021, at 6:00 p.m.



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF RESOLUTION NO. 2021-92 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

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### RECOMMENDATION:

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

**RESOLUTION NO. 2021-92 - 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, JULY 6, 2021, JULY 20, 2021 AND AUGUST 17, 2021**

### BACKGROUND:

On March 17, 2020, the City Council adopted Resolution 2020-19, ratifying Proclamation 2020-01 declaring the existence of a local emergency, which was issued by the City Manager acting in the capacity of Director of Emergency Services. The local emergency is due to the novel coronavirus (COVID-19) pandemic. Following adoption of the resolution, the City Council needs to review and reevaluate the need for continuing the local emergency at least once every thirty (30) days in accordance with Section 8-7(a)(2) of the West Covina Municipal Code (WCMC). The City Council previously continued the local emergency on April 7, 2020, May 5, 2020, June 2, 2020, June 23, 2020, July 21, 2020, August 18, 2020, September 15, 2020, October 6, 2020, 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, July 6, 2021, July 20, 2021 and August 17, 2021.

### DISCUSSION:

On March 4, 2020, Governor Newsom declared a state of emergency in California. The emergency status allows the State (and cities) to access needed supplies, resources, and funding. For example, the City has received Coronavirus Relief monies to help offset City costs associated with the COVID-19 pandemic. In addition, West Covina is seeking reimbursement for COVID-19 related expenses through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. To remain eligible for COVID-19 reimbursement, the City would have to continue to be under a declared state of emergency. The State of California continues to be under the State's declared state of emergency.

As of September 1, 2021, there were 217,558,771 confirmed cases of COVID-19 globally. On August 31, 2021, California reported that, as of August 30, 2021, there were 4,246,050 confirmed cases in California. As of August 9, 2021, there were 1,331,859 confirmed cases in Los Angeles County, including 14,432 confirmed cases in the City of West Covina, according to the Los Angeles County Department of Public Health.

In mid-December 2020, the State began administering the COVID-19 vaccine under "Vaccinate All 58," the State's campaign for a safe, fair and equitable vaccine for all 58 counties in the State. As of August 10, 2021, the State reported that LA County had administered 12,081,863 doses of the vaccine.

Despite the distribution of the vaccine, health officials have indicated that transmission of the virus remains widespread especially with the coronavirus variants that are considered highly transmissible, such as the Delta variant. The Los Angeles County Department of Health reported that community transmission of COVID-19 in Los Angeles County rapidly increased from "Low" to "High" since June 2021, and is currently requiring that all persons wear face masks in indoor public and business settings, regardless of vaccination status.

It is essential that the City continue to provide basic services and provide for continuity of services over the long-term. Staff is requesting that the City Council determine there is a need to continue the local emergency.

#### **LEGAL REVIEW:**

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

#### **OPTIONS:**

The options available to the City Council are as follows:

1. Adopt the resolution as submitted; or
2. Determine the local emergency has ceased; or
3. Provide alternative direction.

**Prepared by:** David Carmany, City Manager

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#### **Attachments**

Attachment No. 1 - Resolution No. 2021-92

**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability  
Protect Public Safety  
Respond to the Global COVID-19 Pandemic

**RESOLUTION NO. 2021-92**

**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, JULY 6, 2021, JULY 20, 2021 AND AUGUST 17, 2021**

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

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

**WHEREAS**, on March 16, 2020, the City Manager declared a local emergency as authorized by Government Code section 8630(a) and West Covina Municipal Code section 8-7(a)(1) through Proclamation No. 2020-01 due to the COVID-19 pandemic; and

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

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

**WHEREAS**, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 15, 2020, 153,517 confirmed cases of COVID-19 globally, 5,735 of which resulted in death. On September 1, 2021, the WHO reported 217,558,771 confirmed cases globally, 4,517,240 of which resulted in death; and

**WHEREAS**, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 15, 2020, there were 335 confirmed cases of COVID-19 in California, six (6) of which resulted in death. On September 1, 2021, CDPH reported that, as of August 31, 2021, there were 4,246,050 confirmed cases in California, 65,430 of which resulted in death; and



**WHEREAS**, at the time the City Council ratified the proclamation, the Los Angeles County Department of Public Health (“LA County Health Department”) reported that, as of March 15, 2020, Los Angeles County had 69 confirmed cases, including one (1) death and one (1) confirmed case at West Covina High School. On August 31, 2021, the LA County Health Department reported that, as of August 30, 2021, Los Angeles County had 1,407,317 confirmed cases, 24,284 of which resulted in death; and

**WHEREAS**, as of August 30, 2021, the LA County Health Department reported 14,432 confirmed cases in the City of West Covina, 272 of which resulted in death; and

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

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

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

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

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

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

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

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

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

**WHEREAS**, on November 17, 2020, the City Council adopted Resolution No. 2020-116, determining there was a need to continue the local emergency; and

**WHEREAS**, on December 1, 2020, the City Council adopted Resolution No. 2020-118, determining there was a need to continue the local emergency and providing that, notwithstanding the requirements of West Covina Municipal Code section 8-7(a)(2), due to the City Council’s

meeting schedule, the next regular meeting at which the City Council would consider the need to continue the local emergency would be January 19, 2021; and

**WHEREAS**, on January 19, 2021, the City Council adopted Resolution No. 2021-01, determining there was a need to continue the local emergency; and

**WHEREAS**, on February 16, 2021, the City Council adopted Resolution No. 2021-12, determining there was a need to continue the local emergency; and

**WHEREAS**, on March 16, 2021, the City Council adopted Resolution No. 2021-17, determining there was a need to continue the local emergency; and

**WHEREAS**, on April 6, 2021, the City Council adopted Resolution No. 2021-25, determining there was a need to continue the local emergency; and

**WHEREAS**, on May 4, 2021, the City Council adopted Resolution No. 2021-49, determining there was a need to continue the local emergency; and

**WHEREAS**, on June 1, 2021, the City Council adopted Resolution No. 2021-65, determining there was a need to continue the local emergency; and

**WHEREAS**, on June 15, 2021, the City Council adopted Resolution No. 2021-72, determining there was a need to continue the local emergency; and

**WHEREAS**, on July 6, 2021, the City Council adopted Resolution No. 2021-76, determining there was a need to continue the local emergency; and

**WHEREAS**, on July 20, 2021, the City Council adopted Resolution No. 2021-86, determining there was a need to continue the local emergency; and

**WHEREAS**, on August 17, 2021, the City Council adopted Resolution No. 2021-91, determining there was a need to continue the local emergency; and

**WHEREAS**, in mid-December 2020, the State began administering the COVID-19 vaccine under “Vaccinate All 58,” the State’s campaign for a safe, fair and equitable vaccine for all 58 counties in the State; and

**WHEREAS**, as of June 15, 2021, the Governor terminated the executive orders that put into place the Stay at Home Order and the Blueprint for a Safer Economy; and

**WHEREAS**, notwithstanding widespread administration of the COVID-19 vaccine and the reopening of the State’s economy, the LA County Health Department has reported that community transmission of COVID-19 in Los Angeles County rapidly increased from “Low” to “High” since June 2021, and is currently requiring that all persons wear face masks in indoor public and business settings, regardless of vaccination status; and

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

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

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

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

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

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

**SECTION 3.** Pursuant to Resolution No. 2020-105, while the local emergency remains in effect, the City Manager shall limit the exercise of the powers granted to the City Manager, as the Director of Emergency Services, during a proclaimed local emergency pursuant to Section 8-7 of the West Covina Municipal Code, to actions directly related to responding to the COVID-19 pandemic.

**SECTION 4.** The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**APPROVED AND ADOPTED** this 7th day of September, 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. 2021-92 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of September, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF CENTRAL INVENTORY OF SURPLUS LAND  
PURSUANT TO SURPLUS LANDS ACT**

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### RECOMMENDATION:

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

**RESOLUTION NO. 2021-93 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING A CENTRAL INVENTORY OF SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221, DECLARING SUCH LANDS ARE NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS**

### BACKGROUND:

The California Surplus Lands Act ("SLA") requires local agencies to adhere to specific guidelines when disposing of surplus public land. The state law (Government Code sections 54220 - 54234), was amended in 2019 with Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Status of 2019, Chapter 661), clarifying and strengthening reporting and enforcement provisions of the SLA to promote development of affordable housing.

Pursuant to SLA, beginning April 1, 2021 local agencies shall report to California Department of Housing and Community Development (HCD) each year a "central inventory of all surplus land". The City now needs to submit the inventory to be compliant with the SLA law.

In addition, the SLA requires that prior to the City taking any action to dispose of (sell or lease) property, it must declare the property to be either "surplus land" or "exempt surplus land".

The SLA's definition of exempt surplus land includes: (a) surplus land subject to Exclusive Negotiation Agreement (ENA) or legally binding agreement, but the disposition of such land must be concluded by December of 2021; (b) land held in the Community Redevelopment Property Trust Fund subject to Exclusive Negotiation Agreement (ENA) or legally binding agreement, but the disposition of such land must be concluded by December of 2022; (c) local agency declaration for one of the following reasons: land that is transferred to another local, state or federal agency for affordable housing; small land parcels sold to an owner of contiguous land which is less than 5,000 square feet, or less than minimum legal residential building lot size, or has no record access and is

less than 10,000 square feet in area; (d) property that is subject to a valid legal restriction not imposed by the local agency that would prohibit housing (non-residential zoning is not a valid legal restriction); (e) property that is too small for residential use; (f) property that is a former street or easement that is conveyed to an adjacent property owner; and (g) property that is licensed or leased for one year or less. None of the properties on the inventory list below qualify as exempt surplus property.

If the surplus land is not exempt, the following are the steps required to comply with the SLA:

1. City Council will need to adopt a resolution declaring the properties surplus land.
2. Provide Notice of Availability (“NOA”) of surplus land for lease or purchase to local entities, housing sponsors, and California Department of Housing and Community Development (HUD).
  - a. Entities have 60-days to respond to the NOA
3. If applicable, negotiate with entities desiring to purchase or lease surplus land in good faith.
  - a. The City has to comply with the minimum of 90-day negotiation period upon notice of interest by an interested housing developer; if price and terms are not agreed to, City can proceed without regard to SLA except that 15% of any new housing constructed must be restricted to affordable rents or sale price.

A NOA must be given prior to the agency “participating in negotiations to dispose of the property”. As set forth in Government Code section 54222(f), “participating in negotiations” does not include the commissioning of appraisals, due diligence prior to disposition, discussions with brokers or real estate agents not representing a potential buyer, or other studies to determine value or best use of land, issuance of a request for qualifications, development of marketing materials, or discussions conducted exclusively among local agency employees and elected officials.

Notwithstanding the obligation to negotiate in good faith, the City is not required to sell or lease the property to the interested entity, or to do so for less than fair market value. The City cannot prohibit residential use of surplus land as condition of a sale or lease, nor require any design standards that would substantially negatively affect viability or affordability of developing very low to moderate income housing.

If an agency fails to provide the proper notices, there is a significant penalty that requires a local agency to forfeit 30% of the purchase/lease proceeds for the first violation and 50% of the sale price for any subsequent violations.

## DISCUSSION:

The City of West Covina is required to submit the City’s central inventory list of all surplus land to HCD annually. In addition, as the new SLA requirements are effective this year, staff is recommending declaring City properties that may be considered for future development as surplus land. This will facilitate disposition of City property for future projects. The following is the list of City owned properties to be declared surplus land:

- **Development Opportunity Sites –**
  - **APN’s:** 8735-002-906, 8735-002-909, 8735-002-910 and related license agreement 8735-002-018
  - **Site:** 122/07-acres / 84.27-acres licensed
  - **Description:** Undeveloped parcels located adjacent to the former BKK landfill.
- **City parking lot/structures parcels at Plaza West Covina –**
  - **APN’s:** 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940
  - **Site:** 21.85-acres
  - **Description:** Parking lot and parking structure parcels.
- **City Yard Facility -**
  - **APN:** 8468-016-904
  - **Site:** 8.27-acres
  - **Description:** The City Yard facilities include the maintenance office buildings, vacant former chamber building, Fire Station #1 (anticipated to be demolished), unused automobile bays, storage buildings/warehouses, and CNG/propane fueling stations.

It is recommended that the City Council approve the surplus land inventory list to be submitted pursuant to Government Code section 54222 of the SLA and for the City to declare the City owned properties mentioned above as surplus land and start the SLA process for those properties.

**LEGAL REVIEW:**

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

**OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Paulina Morales, Assistant City Manager

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**Attachments**

Attachment No. 1 - Resolution No. 2021-93

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

## **ATTACHMENT NO. 1**

### **RESOLUTION NO. 2021-93**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING A CENTRAL INVENTORY OF SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221, DECLARING SUCH LANDS ARE NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS**

**WHEREAS**, the City of West Covina ("City") is the owner in fee simple of certain real Properties described in Exhibit "A," attached hereto and made a part of hereof ("Properties"); and

**WHEREAS**, under the Surplus Properties Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land; and

**WHEREAS**, under the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City Council, for City work or operations; and

**WHEREAS**, City staff has determined that the Properties are not suitable for the City's use; and

**WHEREAS**, the City Council desires to declare that the Properties are surplus land and not necessary for the City's use; and

**WHEREAS**, the Act requires that before the City Council disposes of the Properties or engages in negotiations to dispose of the Properties, the City shall send a written notice of availability of the Properties to certain designated entities; and

**WHEREAS**, the accompanying staff report provides supporting information upon which the declaration and findings set forth in this Resolution are based.

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

**SECTION 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**SECTION 2.** The City Council hereby declares that the Properties are surplus land and not necessary for the City's use. The basis for this declaration is that the Properties are underutilized, any existing facilities are at the end of their useful life and will be relocated, and the City finds that



the surplus properties should be put to a more productive use.

**SECTION 3.** The City Clerk is hereby directed to send a notice of availability, substantially in the form attached hereto as Exhibit “B” and made a part of hereof, to the entities designated in Government Code Section 54222 (“Designated Entities”) by electronic mail or by certified mail.

**SECTION 4.** This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). City staff has determined that the designation of this Properties as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when any of the Properties is sold to a purchaser and that purchaser proposes a use for the Properties that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

**SECTION 5.** The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines Section 15062.

**SECTION 6.** The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act with any of the Designated Entities that submit a written notice of interest to purchase or lease the Properties in compliance with the Act.

**SECTION 7.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of September, 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. 2021-93 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of September, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTIES**

The land in the City of West Covina, County of Los Angeles, State of California, and is described as follows:

**1) Development Opportunity Sites –**

APN's: 8735-002-906, 8735-002-909, 8735-002-910 and related license agreement 8735-002-018

Site: 122/07-acres / 84.27-acres licensed

Description: Undeveloped parcels located adjacent to the former BKK landfill.

**2) City parking lot/structures parcels at Plaza West Covina –**

APN's: 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940

Site: 21.85-acres

Description: Parking lot and parking structure parcels.

**3) City Yard Facility -**

APN: 8468-016-904

Site: 8.27-acres

Description: The City Yard facilities include the maintenance office buildings, vacant former chamber building, Fire Station #1 (anticipated to be demolished), unused automobile bays, storage buildings/warehouses, and CNG/propane fueling stations.

## EXHIBIT B FORM NOTICE

(City Letterhead)

### NOTICE OF AVAILABILITY OF SURPLUS LAND

TO: Whom It May Concern  
(Via Electronic Mail **[and/or]** Certified Mail)

RE: **Notice of Availability of Surplus Land in the City of West Covina Pursuant to California  
Government Code Section 54220, et seq.**

Pursuant to the provisions of California Government Code Section 54220, *et seq.*, the City of West Covina hereby notifies interested parties of the availability for lease or purchase of the following surplus City-owned land:

Properties Address:  
Assessor Parcel Nos.:  
Zoning:  
General Plan Designation:  
Current Use:

**[ ATTACHED AERIAL IMAGE AND ASSESSOR MAP ]**

An entity or association desiring to purchase or lease the above-described surplus land for any of the purposes authorized by Government Code Section 54222, must notify the City in writing of its interest in purchasing or leasing the land within **60 days** of the date of this Notice of Availability as indicated by the date set forth below.

Please send written notices of interest to:

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

For further information, please send e-mail inquiries to: \_\_\_\_\_, at \_\_\_\_\_;  
or call \_\_\_\_\_, at \_\_\_\_\_.

By \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF LEASE AGREEMENT WITH WILLIAMS SCOTSMAN INC. FOR  
TEMPORARY FIRE STATION NUMBER 1 FACILITIES. PROJECT NUMBER 22010.**

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### RECOMMENDATION:

1. Authorize the City Manager to negotiate and execute the Lease Agreement with Williams Scotsman Inc., in substantially the form as attached and in such final form as approved by the City Attorney; and
2. Approve a purchase order to Williams Scotsman Inc. totaling \$224,263.66 for the delivery, installation, 24-month lease, and removal of the modular unit. The \$224,263.66 includes monthly rent of \$4,694, \$84,851.71 for installation, and \$26,755.95 for removal after 24 months.
3. Waive formal contract procedures in accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(1), by finding that it is in the public interest and necessity to waive formal contract procedures in connection with the lease of modular fire station facilities; as the emergent need does not permit a delay from publicizing a formal competitive solicitation; and
4. Authorize a 25% contingency allocation, totaling \$27,901.92, for the installation and removal of the modular unit based on the installation and removal costs.
5. Authorize a \$100,000 budget for other temporary modular facility set-up needs, which may include but not limited to water, electric, sewer, computer networking, appliances and furniture. Services to be rendered by undetermined vendors following the City's procurement requirements.

### BACKGROUND:

The West Covina Fire Department provides several resources for fire, emergency medical and rescue services from five fire stations. The stations have significant deferred maintenance due to budget constraints. Necessary repairs include diesel exhaust ventilation systems, HVAC duct cleaning, fumigation, roof repair, asbestos/lead/mold testing and abatement, bathroom, kitchen and sleeping quarter repair, parking lot repair and replacement, overhead door repair and replacement, interior and exterior painting, and preparation of a needs assessment and preliminary architectural design for potential replacement of Station No. 1. Fire Station No. 1 has been determined to have been used beyond its service life, crews and equipment need to be relocated until a new fire station can be constructed.

**DISCUSSION:**

West Covina Fire Station No. 1 is over 45 years old, the oldest fire station and is beyond repair or renovation. It was determined through station structural assessment that Fire Station No. 1 does not meet the requirements for use as living quarters. During a significant earthquake, firefighters along with fire equipment could potentially be trapped. This facility is on a site shared with City Maintenance, City Garages, the City Yard and fuel dispensing facilities.

It has been determined that the temporary housing for staff and equipment for Fire Station No. 1 will be relocated to other locations and facilities on the City Yard property.

A temporary modular type of facility will be utilized for housing of personnel in the northwest portion of the City Yard behind building C. The modular structure will be brought and placed in a temporary fashion with full connection of electrical, sewage, water, and networking. The facility will include dorms, kitchen, bathrooms, dinning, sitting areas and include an office.

Quotes were requested from vendors based on standard wages and the following responded:

<b>VENDOR</b>	<b>QUOTE (24 Months)</b>
Williams Scotsman Inc.	\$204,167.56
Vesta Modular	\$212,545.00
Mobile Modular	\$278,580.00

Williams Scotsman Inc. submitted the lowest quote. After quotes were received, it was determined that prevailing wages were required in connection with the delivery and installation. Williams Scotsman Inc. provided a revised quote, totaling \$224,263.66 (Attachment No. 2). Revised quotes were not requested from Vesta Modular or Mobile Modular. However, staff believes that their quotes would increase by a similar amount to the increase in Williams Scotsman's quote, such that Williams Scotsman would still have the lowest price.

The proposed Lease Agreement with Williams Scotsman provides for a minimum 24-month lease term at the following costs:

Monthly recurring costs: \$4,694.00

Initial Delivery and Installation costs: \$84,351.71

Final return charges cost: \$26,755.95

For fiscal year 2021-2022 it is anticipated costs will be \$131,291.71.

Upon approval of this request, staff will issue the purchase order in accordance with the City's Municipal Code and Purchasing Policy to complete the necessary improvements.

**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. Adopt staff's recommendation.
2. Provide alternative direction.

**Prepared by:** Vincent Capelle, Fire Chief

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

**FISCAL IMPACT:**

The fiscal impact for the delivery, installation, lease and removal of the modular unit is \$224,263.66 plus a contingency of 25% (\$27,901.92) and modular facility set-up needs are \$100,000. Funds for the temporary modular facilities have been budgeted in account number 179.80.7003.7900, Project No. 22010, Fire Station Repairs.

\$ 224,263.66	Willscot quote (includes prevailing wage)
\$ 27,901.92	25% Contingency
\$ 100,000.00	Extra budget
<b>\$ 352,165.58</b>	<b>Grant Total</b>

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**Attachments**

Attachment No. 1 - Lease Agreement

Attachment No. 2 - Willscot Quote

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

**ATTACHMENT NO. 1**

**LEASE AGREEMENT**

by and between the

**CITY OF WEST COVINA**

and

**WILLIAMS SCOTSMAN, INC.**



## LEASE AGREEMENT

**THIS LEASE** (the "Lease"), is entered into as of September 7, 2021 ("Effective Date"), is made by and between the **CITY OF WEST COVINA**, a municipal corporation ("Lessee"), and **WILLIAMS SCOTSMAN, INC.**, a Maryland corporation ("Lessor").

### 1.0. SUBJECT OF LEASE

**1.1 Purpose.** The purpose of this Lease is to set forth the terms and conditions of the lease of the hereinafter defined Property by the Lessor to Lessee for use in connection with Lessee's Fire Station No. 1, located at 819 S. Sunset Ave. West Covina, California.

**1.2 The Property.** The "Property" is that certain property known as one (1) 40' by 60' modular unit ("Modular Unit"), including the modifications to the Modular Unit and associated items as further described in Exhibit "A," attached hereto and incorporated herein by reference.

#### **1.3 Parties to the Lease.**

**1.3.1 Lessee; Lessee's Contact Person.** Lessee is the City of West Covina, a California municipal corporation. The principal office of Lessee is located at 1444 W. Garvey Ave. S., West Covina, CA 91790. Lessee's contact person for purposes of notices is Vincent Capelle.

**1.3.2 Lessor.** Lessor is Williams Scotsman, Inc., a Maryland corporation. The principal office of Lessor for purposes of this Lease is 901 S. Bond Street, Suite 600, Baltimore, MD 21231. Lessor's contact person for purposes of notices is Juan Chavez.

### 2.0. LEASE OF THE PROPERTY

**2.1 Lease.** For and in consideration of the rents, conditions, covenants and agreements set forth herein, Lessor hereby leases the Property to Lessee and Lessee does hereby take and lease the Property from Lessor.

**2.2 Term of the Lease.** The term of this Lease shall commence on September 7, 2021, or the date of complete installation of the Property, whichever is later (the "Commencement Date") and continue for a minimum lease period of twenty-four (24) months. In the event Lessee terminates this Lease for convenience prior to the end of the minimum lease period, Lessee shall pay for rental charges through the remainder of the minimum lease period along with applicable knockdown and return charges. Unless otherwise extended by mutual agreement of the parties, this Lease shall expire and be of no further effect at midnight on September 6, 2023.

#### **2.3 Installation and Removal of Property.**

**2.3.1 Delivery and Installation.** Lessor shall cause the Property to be delivered and installed in accordance with Lessee's specifications and requirements and in accordance with Exhibit "A." Such installation shall occur no later than twenty-eight (28) days from the date of this Lease. Lessor shall comply with California prevailing wage requirements for the delivery and installation of the Property.

**2.3.2 Removal.** Upon the termination of this Lease, Lessor shall cause the Property to be removed in accordance with Lessee's specifications and requirements and in

accordance with Exhibit "A." Lessor and Lessee shall mutually agree on the removal date. Lessor shall comply with California prevailing wage requirements for the removal of the Property.

**2.3.3 Quality of Materials and Services.** Lessor represents and warrants that Lessor is a provider of first class work and services and Lessor is experienced in performing the installation and removal work contemplated herein and, in light of such status and experience, Lessor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose stated herein. Lessor shall specifically provide a B Occupancy modular building. The modular building does not have sprinklers, which are not included in Lessor's pricing.

### **3.0 RENT; INSTALLATION AND REMOVAL CHARGES**

**3.1 Base Rent.** Lessee shall pay to Lessor as rent for the Property the sum of Four Thousand Six Hundred Ninety-Four Dollars (\$4,694.00) payable in monthly payments on a 28 day billing cycle ("Base Rent"). This rental amount includes one (1) modified Modular Unit and associated items, including insurance and property damage waiver, as further described in Exhibit "A." The Base Rent amount shall be pro-rated based on the installation and removal dates of each of these items. Invoices for rental charges from Lessor shall be payable within 30 days of receipt.

**3.2 Method of Making Required Payments.** Rent shall be timely paid in lawful money of the United States of America, without notice or demand, and without set off, counterclaim, abatement, deferment, suspension, deduction or defense. Rent due Lessor shall be paid at Lessor's address for notices under this Lease, or as Lessor may otherwise designate in writing to Lessee.

**3.3 Delivery, Installation, and Return Charges.** Lessee agrees to pay Lessor the delivery, installation, and return charges set forth in Exhibit "A." The delivery and installation charges shall not exceed \$84,351.71. The return charges shall not exceed \$26,755.95. In the event that the Lease is extended after the 24-month initial term, return charges shall be priced at Lessor's then prevailing rate. Lessor may submit to Lessee invoices for delivery and installation charges upon completion of the installation and removal work. Lessee shall pay Lessor's invoices for delivery and installation charges within thirty (30) days of receipt of such invoices.

### **4.0 OWNERSHIP OF AND RESPONSIBILITY FOR IMPROVEMENTS**

**4.1 Ownership During Term and at Termination.** All improvements to the Property made by Lessee shall, at the expiration or sooner termination of this Lease, be and remain the property of Lessee. Lessee shall have the right to remove any of the improvements made during the term of this Lease. The Property shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Lessee is responsible for any damages due to the addition or removal of any fixtures or structures to the Property.

**4.2 Ownership of Fixtures and Furnishings at Termination.** At the expiration or sooner termination of his Lease, Lessee may, at Lessee's election, retain from the Property, at Lessee's sole cost and expense, all fixtures, structures and furnishings, or of certain fixtures and/or furnishings that were not provided by Lessor.

Any fixtures, structures and/or furnishings not specified by Lessee to be removed, and any so specified fixtures and/or furnishings not removed by Lessee prior to the agreed upon removal date, shall be deemed to be abandoned by Lessee and shall, without compensation to Lessee,

then become Lessor's property, free and clear of all claims to or against them by Lessee or any third person.

#### **4.3 Maintenance and Repair of Improvements.**

**4.3.1 Lessee's Responsibilities.** Lessee agrees that except as set forth in this Agreement, Lessee shall, at its own cost, maintain and repair the Property and all fixtures and furnishings thereon and keep the same in a decent, safe and sanitary condition and in compliance with all applicable laws. All maintenance and repairs required to be performed by Lessee by this Lease shall be performed in a good and workmanlike manner, and, to the extent reasonably achievable, at least equivalent in quality to the original work.

**4.3.2 Lessor's Responsibilities.** Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Property (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that Lessee notifies Lessor in writing of leaks within two (2) days and any other defects or malfunctions within five (5) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Property, utilities connection, alteration of the Property, use of the Property for a purpose for which it was not intended, vandalism, misuse of the Property, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Property by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Property and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

**4.4 Waste.** Lessee shall not commit or suffer to be committed any waste or impairment of the Property or any part thereof. Lessee agrees to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish.

**4.5 Alteration of Property.** Lessee shall not make or permit to be made any alteration of, addition to or change to the Property, other than routine maintenance, repairs, interior decoration and minor interior alterations, nor demolish all or any part of the Property, without the prior written consent of Lessor. In requesting such consent, Lessee may be requested to submit to Lessor detailed plans and specifications of the proposed work and an explanation of the need and reasons thereof.

**4.6 Damage or Destruction.** Lessee agrees to give notice to Lessor of any fire or other damage that may occur on or to the Property within ten (10) days of such fire or damage. If the Property shall be damaged or destroyed by any cause to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion) and which puts the Property into an uninhabitable condition, this Lease shall automatically terminate and be of no further force and effect.

#### **5.0 ASSIGNMENT, SUBLETTING, TRANSFER**

Except as expressly permitted in this Lease, Lessee shall not assign or attempt to assign this Lease or any right herein, nor make any total or partial conveyance, assignment, sublease or transfer in any other mode or form of the whole or any part of the Property, without the prior written approval of Lessor. Any unpermitted assignment or transfer shall be void and in violation of this Agreement and shall cause the automatic termination of this Lease.

## **6.0 INSURANCE**

**Required Insurance.** During the term of this Lease (and for any period of holding over), Lessee shall insure at its cost such insurance showing Lessor as loss payee, against the following perils:

**6.1** Loss or damage to the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and, in addition, those other perils that are ordinarily included in extended coverage fire insurance policies. Such insurance shall name Lessor as an additional insured and shall be maintained in an amount not less than one hundred percent (100%) of the replacement cost of the improvements located on the Property. All proceeds of such insurance shall constitute a trust fund to be used to repair, rebuild or replace the Property to its previous condition, or as agreed by Lessor and Lessee.

**6.2** Loss from liability imposed for damages on account of property damage or loss and/or personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever in connection with the Property in the amount of at least One Million Dollars (\$1,000,000.00) combined single limit. Such property damage and personal injury insurance shall also provide for and protect Lessor and Lessee against incurring any legal cost in defending claims for alleged loss.

**6.3** Lessee and Lessor agree that Lessee will meet the foregoing insurance requirements by Lessor enrolling Lessee in the Commercial General Liability Insurance Program, as set forth in Exhibit "A," and/or by Lessee making the rental payments set forth in Section 3, above.

## **7.0 DAMAGE WAIVER PROGRAM**

Lessee and Lessor agree that Lessee will participate in the Damage Waiver Program set forth in Exhibit "A."

## **8.0 INDEMNIFICATION**

As a material part of the consideration to Lessor, to the extent due to the negligence of Lessee, Lessee shall indemnify, defend (with counsel acceptable to Lessor) and hold Lessor harmless from any loss, damage, injury, death, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to Lessee's use of the Property during the Term through removal of the Property, the conduct of Lessee's business and/or any act or omission of Lessee, its employees, agents, contractors, tenants or invitees. To the extent due to the negligence of Lessor, Lessor shall indemnify, defend (with counsel acceptable to Lessee) and hold Lessee harmless from any loss, damage, injury, death, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to Lessor's performance under this Agreement, including claims arising from the condition of the Property before, during, and after the Term. Lessee shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or intentional misconduct of Lessor. All indemnity obligations under this Section shall survive the expiration or termination of this Lease. Lessor shall not be liable for any loss or theft of any property on the Property.

## **9.0 DEFAULTS, REMEDIES AND TERMINATION**

**9.1 Defaults – General.** Failure or delay by either party to perform any material term or provision of this Lease constitutes a default under this Lease. The party who fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, and during any period of curing shall not be in default.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Lease, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

### **9.2 Legal Actions.**

**9.2.1 Institution of Legal Actions.** In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the United States District Court, Central District of California.

**9.2.2 Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Lease.

**9.2.3 Acceptance of Service of Process.** In the event that any legal action is commenced by Lessee against Lessor, service of process on Lessor shall be made as provided by law. In the event that any legal action is commenced by Lessor against Lessee, service of process on Lessee shall be made by personal service upon the City Clerk of Lessee and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

**9.2.4 Attorneys' Fees and Court Costs.** If either Lessor or Lessee brings or commences an action to enforce the terms and conditions of this Lease or to obtain damages against the other party arising from any default under or violation of this Lease, the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and costs therefor.

**9.3 Rights and Remedies are Cumulative.** All remedies hereunder shall be cumulative and the nondefaulting party may pursue any or all of such rights and remedies at the same time or otherwise.

**9.4 Damages.** If either party defaults with regard to any of the provisions of this Lease, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within fifteen (15) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the nondefaulting party for any direct damages caused by such default, and the nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

Lessee's cost in curing or correcting any default under this Lease and any expenses and/or other costs related thereto shall be repaid by Lessor within fifteen (15) days after Lessee has dispatched notice of such costs to Lessor pursuant to Section 10.1 hereof regarding notices.

**9.5 Lessee's Rights of Termination.** In addition to Lessee's rights and remedies contained in this Agreement, in the Event of Default by Lessor, Lessee may terminate this Lease, effective upon written notice to Lessor by Lessee, subject to the requirements in the following sentence. For purposes of this Lease, an "Event of Default by Lessor" means failure by Lessor to cure or remedy within fifteen (15) business days after the date Lessor has received notice from Lessee.

The right of termination provided by this Section 9.5 is not exclusive and shall be cumulative to all other rights and remedies possessed by Lessee, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which Lessee may be entitled.

## **10.0 GENERAL PROVISIONS**

**10.1 Notices, Demands and Communications Between the Parties.** Formal notices, demands and communications between Lessor and Lessee shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the principal offices of the Lessor and of the Lessee as designated in Section 1.3.1 and Section 1.3.2, respectively, hereof. Any written notice to any of the parties hereunder shall be deemed to have been duly given on the date of service if served personally or seventy-two (72) hours after the date of mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices, demands and requests to the parties shall be sent in the same manner to such other addresses as either party may from time to time designate by mail sent thirty (30) days prior to the effectiveness of such change, as provided in this Section.

**10.2 Conflict of Interests.** No member, official or employee of Lessee shall have any personal interest, direct or indirect, in this Lease, nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**10.3 Nonliability of Lessee's Officials and Employees.** No member, official or employee of Lessee shall be personally liable to Lessor, or any successor in interest, in the event of any default or breach by Lessee or any of its agents for any amount which may become due to Lessor's successor or on any obligations under the terms of this Lease.

**10.4 No Partnership.** Neither anything in this Lease contained, nor any acts of Lessor or Lessee shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessor and Lessee.

**10.5 No Merger.** The surrender of this Lease by Lessee, or the mutual cancellation of it, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or operate as an assignment to Lessor of all subleases or sub-tenancies.

**10.6 Severability.** If any provision of this Lease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**10.7 Binding Effect.** This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall not be effective and binding until each party has executed this document (or by means of counterparts, all parties have executed this Lease).

**10.8 Interpretation.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Lease and to submit the same to legal counsel and any other consultants for review and comment and that the parties jointly drafted this Lease. No provision of this Agreement shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision. The headings and captions contained in this Lease are merely for reference and are not to be used to construe or limit the text.

**10.9 Time of the Essence.** Time is of the essence in the performance of this Lease.

**10.10 Warranty Against Payment of Consideration.** Lessor warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for entering into this Lease.

**10.11 Corporate Authority.** Each individual executing this Lease on behalf of a corporation or other entity or organization, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such corporation, entity or organization.

**10.11 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.

**10.12 Counterparts.** This Lease may be executed in counterparts which, taken together, shall constitute the whole of the Agreement as between the parties.

**10.13 Waivers.** 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.

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

**10.15 Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes all agreements, documents, representations, warranties, statements, promises and/or understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by any such representation, warranty, statement, promise, or understanding

not specifically set forth in this Lease. Should any exhibit attached hereto conflict with the terms of this Lease, the terms of this Lease shall control.

**10.16 Counterparts.** 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.

[Signatures appear on following page.]



**IN WITNESS WHEREOF**, the parties hereto have executed this Lease on the day and year first above written.

**LESSEE:**

CITY OF WEST COVINA,  
A municipal corporation

\_\_\_\_\_  
David Carmany  
City Manager

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

**LESSOR:**

WILLIAMS SCOTSMAN,  
A Maryland corporation

\_\_\_\_\_  
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: \_\_\_\_\_

**EXHIBIT A**

**QUOTE**



**Williams Scotsman, Inc.**  
195 E Morgan Street  
Perris CA 92571

**Your WillScot Representative**  
Juan Chavez, Territory Sales Manager  
**Phone:** (951)681-0300  
**Email:** juan.chavez@willscot.com  
**Toll Free:** 800-782-1500

**Contract Number:** 1476891

**Revision:** 5

**Date:** May 18, 2021

## Lease Agreement

**Lessee: 0010477610**  
City of West Covina  
819 S Sunset Ave,  
West Covina,, California 91790

**Contact:**  
Mike Browne  
819 S Sunset Ave,  
West Covina,, CA 91790  
Phone: 626-364-9376  
Email: mbrowne@westcovina.org

**Ship To Address:**  
819 S Sunset Ave 819 S Sunset Ave  
WEST COVINA, CA 91790 US  
**Delivery Date (on or about): 09/22/2021**

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
Non Standard Unit	1		\$3,760.00
Prof. Entrance-Canopy T2 Steps	1	\$60.00	\$60.00
Property Damage Waiver (11/12)	5	\$89.00	\$445.00
ADA/IBC Ramp-switchback & step	1	\$340.00	\$340.00
General Liability - Allen Insurance	1	\$49.00	\$49.00
Prof. Cafe Package T2	1	\$40.00	\$40.00
Minimum Lease Billing Period: 24	Total Recurring Building Charges:		\$3,760.00
Billing Cycle: 28 Days	Subtotal of Other Recurring Charges:		\$934.00
	<b>Total Recurring Charges Per Billing Cycle:</b>		<b>\$4,694.00</b>

## Delivery & Installation

Modification to Unit M Create floor plan	1	\$52,602.00	\$52,602.00
CA Transport Delivery Fee	5	\$100.00	\$500.00
Foundation / Tiedown Plans	1	\$800.00	\$800.00
Ramp - Delivery & Installation	1	\$2,475.71	\$2,475.71
Delivery Freight	5	\$400.00	\$2,000.00
Block and Level	1	\$15,120.00	\$15,120.00
Tiedowns into dirt	48	\$121.25	\$5,820.00
Wood skirting	200	\$27.67	\$5,534.00
	<b>Total Delivery &amp; Installation Charges:</b>		<b>\$84,851.71</b>

## Final Return Charges\*

CA Transport Return Fee	5	\$100.00	\$500.00
Tiedown-Dirt Removal	48	\$39.68	\$1,904.64
Skirting Removal - Wood LF	200	\$10.32	\$2,064.00
Ramp - Knockdown & Return	1	\$2,142.86	\$2,142.86
Return to Standard	1	\$4,797.80	\$4,797.80
Teardown	1	\$13,680.00	\$13,680.00
Return Freight	5	\$333.33	\$1,666.65

**Due On Final Invoice\*:** \$26,755.95

**Total Including Recurring Billing Charges, Delivery, Installation & Return\*\*:** \$224,263.66

## Summary of Charges

Model: Trailer	Quantity: 1	Total Charges for(1) Building(s): \$224,263.66
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**Williams Scotsman, Inc.**  
195 E Morgan Street  
Perris CA 92571

**Your WillScot Representative**  
Juan Chavez, Territory Sales Manager  
**Phone:** (951)681-0300  
**Email:** [juan.chavez@willscot.com](mailto:juan.chavez@willscot.com)  
**Toll Free:** 800-782-1500

**Contract Number:** 1476891

**Revision:** 5

**Date:** May 18, 2021

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### Insurance Requirements Addendum

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QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	Trailer	\$200000.00	\$4000.00

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**Lessee:** City of West Covina

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Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

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### Commercial General Liability Insurance

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Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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### Damage Waiver Program

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Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Please return this signed document with the signed lease agreement.**



**Williams Scotsman, Inc.**  
195 E Morgan Street  
Perris CA 92571

**Your WillScot Representative**  
Juan Chavez, Territory Sales Manager  
**Phone:** (951)681-0300  
**Email:** [juan.chavez@willscot.com](mailto:juan.chavez@willscot.com)  
**Toll Free:** 800-782-1500

**Contract Number:** 1476891

**Revision:** 5

**Date:** May 18, 2021

## Clarifications

**\*Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (5-4-21) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

## Invoicing Options (select one)

### ☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices

Corrected Email  
Address: \_\_\_\_\_

### ☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

819 S Sunset Ave,  
West Covina,, California 91790

Enter a new billing address: \_\_\_\_\_

## Signatures

**Lessee:** City of West Covina

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PO#: \_\_\_\_\_

**Lessor:** Williams Scotsman, Inc.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PLEASE RETURN SIGNED AGREEMENT TO: [LAXLeases@willscot.com](mailto:LAXLeases@willscot.com)**



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: SUMMARY OF ACTIONS FOR THE HUMAN RESOURCES COMMISSION MEETING OF  
AUGUST 18, 2021**

---

### RECOMMENDATION:

It is recommended that the City Council receive and file the Summary of Actions for the August 18, 2021 special meeting of the Human Resources Commission.

### DISCUSSION:

On August 18, 2021, the Human Resources Commission approved the Summary of Actions for the Commission's June 16, 2021 special meeting and approved the proposed job description for the Management Analyst I/II position.

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

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### Attachments

Attachment No. 1 - HR Commission Summary of Actions August 18, 2021

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



**City of West Covina**  
Human Resources Commission

**CONFIDENTIAL**

**CITY OF WEST COVINA**  
**HUMAN RESOURCES COMMISSION MEETING**  
**SUMMARY OF ACTIONS OF THE SPECIAL MEETING**  
**OF THE HUMAN RESOURCES COMMISSION AUGUST 18, 2021**

**MEETING CALLED TO ORDER**

6:04 p.m.

**INVOCATION**

Commissioner Torres

**PLEDGE OF ALLEGIANCE**

Commissioner Vieyra

**ROLL CALL**

Commissioners Present:

Vieyra; Torres; Villaloboz

Commissioners Absent:

Franco, Garcia

Staff Present:

Helen Tran, Director of HR/Risk Management  
Michelle Webb, HR Analyst  
Yvonne Ivey, HR/Risk Admin. Assistant

**ORAL COMMUNICATIONS** - Three (3) minutes per speaker

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

None

**CHANGES TO THE AGENDA**

None

## **APPROVAL OF SUMMARY ACTIONS**

### **1) HUMAN RESOURCES COMMISSION SPECIAL MEETING OF JUNE 16, 2021 SUMMARY OF ACTIONS**

It is recommended that the Commission approve the Summary of Actions for the Special Meeting of June 16, 2021.

Motion by Torres seconded by Villaloboz to Approve the Summary of Actions of the Special Meeting of June 16, 2021 Motion carried 3-2.

## **ACTION ITEMS TO CITY MANAGER/CITY COUNCIL**

### **2) APPROVAL OF REVISED JOB DESCRIPTION – MANAGEMENT ANALYST VII**

Director Tran presented the staff report, proposed and current job descriptions for the Management Analyst VII to the Commissioners. A discussion ensued about the proposed job description of the Management Analyst VII. Director Tran informed the Commissioners that the revision to the Management Analyst VII job description will broaden the applicant pool based on a combination of education and experience. There will be no changes to the salary grade.

It is recommended the Commissioners approve the proposed job description for the Management Analyst VII.

Motion by Torres seconded by Villaloboz to Approve the proposed Management Analyst VII job description. Motion carried 3-2.

## **NEW BUSINESS**

### **DIRECTOR'S REPORT:**

Director Tran introduced H.R. Analyst Webb to provide a COVID-19 update. Webb stated that a total of 72 employees tested positive within the last 12 months, which represents 20% of our workforce. Director Tran reported that 14 new cases of COVID have been reported as August 2021. . Approximately 50% of the employees have received their vaccinations, and 50% have declined. There is COVID testing is available for employees and the public at the City's Cortez Park Community and Senior Center.



Director Tran informed the Commissioners that the City is currently in negotiations for successor MOU's.

### **COMMISSIONER REPORTS**

Commissioner Garcia requested an update regarding the Human Resources Commission meetings being accessible to those who want to call in or watch by video. Director Tran stated that staff is continuing looking into Commissioner Garcia's request.

Commissioner Garcia wanted to know the plans for the June 15<sup>th</sup> opening of City Hall. Director Tran informed the Commissioners that OSHA is having a meeting tomorrow and the city will have direct information on how to proceed. The city has been open to the public since June 1, 2021.

### **ADJOURNMENT** - 6:30 p.m.

Next Regular Meeting is scheduled for Wednesday, October 13, 2021 at 6:00 p.m.

Minutes were taken by Yvonne Ivey – Human Resources/Risk Management Administrative Assistant



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF REPEAL AND REPLACEMENT OF MANAGEMENT ANALYST I/II  
JOB DESCRIPTION**

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**RECOMMENDATION:**

Staff and the Human Resources Commission recommend that the City Council approve to repeal and replace the Management Analyst I/II job description, by adopting the following resolution:

**RESOLUTION NO. 2021-94 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE  
MANAGEMENT ANALYST I/II CLASS SPECIFICATION**

**BACKGROUND:**

As part of the City's ongoing process of maintaining its position classification plan, staff reviews job descriptions and/or salary grades to ensure that position specifications and compensation are aligned with current demands and comparable with similar classifications within the public sector labor market.

Staff is proposing to revise the Management Analyst I/II job description to be consistent with other standardized class specifications. There are not any significant proposed changes to the duties for the position; however, the minimum requirements have been updated to reflect the combination of education and experience to provide a wider range of flexibility when screening applications. This would provide a larger pool of qualified applicants an opportunity to be considered. No salary range adjustment will be made. The changes are reflected in red in Attachment No. 2.

These items were reviewed and approved by the West Covina Middle Management Employees' Association, Bargaining Unit Representative.

The Human Resources Commission approved the proposed revised Management Analyst I/II job description on August 18, 2021.

**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 Human Resources Commission's recommendation; or
2. Provide alternative direction.

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

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**Fiscal Impact**

**FISCAL IMPACT:**

None

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**Attachments**

Attachment No. 2 - Proposed Management Analyst Job Description

Attachment No. 1 - Resolution No. 2021-94 Repealing and Replacing Management Analyst I/II Job Description

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

**PROPOSED**  
**CITY OF WEST COVINA**  
**PROPOSED CLASSIFICATION SPECIFICATION**

<b>Class Title:</b>	MANAGEMENT ANALYST I/II
<b>Bargaining Unit:</b>	MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION
<b>Class Code:</b>	MGMNT ANST I/II
<b>Salary Grade:</b>	MM320 / MM130
<b>Salary:</b>	\$50,604.00 - \$68,292.00 (Management Analyst I) Annually \$63,012.00 - \$85,068.00 (Management Analyst II) Annually
<b>FLSA:</b>	EXEMPT
<b>Date Established:</b>	

**JOB SUMMARY**

Under administrative direction, performs general administrative work in the City Manager's office or other City department; conducts specialized and difficult studies and research projects; coordinates programs and activities; may supervise activities of an assigned administrative area; and does related work as required. The Management Analyst I is the entry level position for this classification.

**ESSENTIAL FUNCTIONS**

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

1. Directs and participates in the administration of departmental programs or selected phases of such programs.
2. Analyzes program needs, conducts special studies, research, and analysis, and prepares reports with recommendations for appropriate action. Studies conducted deal with essentially any issue or subject of concern to the department.
3. Prepares council reports and resolutions, commission reports, procedure manuals, policies, forms, administrative directives, budget requests, and a variety of correspondence for a superior or as required in the conduct of assigned projects and devises same as needed.
4. Participates in the preparation and administration of the city or department budget by coordinating related activities and compiling, reviewing, and analyzing requests and justifications.
5. Interfaces with other departments and outside agencies in exchanging information and coordinating activities/projects.
6. May participate as a team leader or member of City task forces organized to address problems or issues related to governmental activities or community concerns.
7. Research public requests/complaints and responds as appropriate.
8. Attends City Council meetings and meetings of other boards and commissions and may make presentations or respond to questions regarding projects.
9. May supervise the personnel and activities of an assigned administrative area.
10. Develops and conducts training programs for employees, community groups and members of the public.

11. Participates in contract administration and monitoring.
12. Analyzes proposed legislation for impact on City operations/procedures and develops alternative recommendations.

## **GENERAL QUALIFICATIONS**

### *Knowledge of:*

1. Modern principles, methods, and problems of municipal public administration.
2. Research methodology, including statistical and financial analysis.
3. Report preparation.
4. City governmental operations.
5. Working knowledge of supervision.
6. Evaluation techniques and organizational principles.

### *Ability to:*

1. Analyze administrative, budgetary, operational, procedural, organizational and/or financial problems, evaluate alternatives and reach sound, logical, fact-based conclusions, and recommendations.
2. Collect, evaluate, and interpret data, either in statistical or narrative form.
3. Analyze, interpret, explain, and apply relevant laws, regulations, ordinances, and policies.
4. Prepare clear, concise, and comprehensive reports, correspondence, and other documents appropriate to the audience.
5. Communicate effectively, orally and in writing, present conclusions and recommendations clearly and logically.
6. Maintain files, records, and documentation.
7. Exercise independent judgment and initiative within established guidelines.
8. Establish and maintain effective working relationships with department managers and staff, staff of other departments, representatives of other governmental agencies, consultants, property owners, the public and others encountered in the course of work.

## **MINIMUM QUALIFICATIONS**

### **Education, Training, and Experience**

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

Graduation from a four-year college or university with a major in public administration, political science, business administration, or a related field. Graduate work in subjects relevant to the work assigned is desirable.

### **Experience - Management Analyst I**

At least two (2) years of full-time responsible experience in performing professional level

administrative, budgetary, financial, human resources, risk management, operational, or similarly related analyses and studies. Experience in a public agency is desirable.

**Experience - Management Analyst II**

Promotion to or an initial hiring at the Management Analyst II level is based upon satisfactory performance at the Management Analyst I level or additional professional experience that is significantly above the requirements of the Management Analyst I level. Experience in a public agency is highly desirable.

**PHYSICAL REQUIREMENTS**

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

**SUPPLEMENTAL INFORMATION**

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

## **ATTACHMENT NO. 1**

### **RESOLUTION NO. 2021-94**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE MANAGEMENT ANALYST I/II CLASSIFICATION SPECIFICATIONS**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:**

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

**WHEREAS** the Human Resources Department reviewed the specifications for the Management Analyst I/II classification and determined updates to such specifications are needed: and

**WHEREAS**, on August 18, 2021, the Human Resources Commission reviewed and approved the repeal of the existing class specifications for the Management Analyst I/II classification and replacement of said specifications with the specifications set forth in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS** the City Council desires to approve the repeal and replacement of the Management Analyst I/II class specifications.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves the repeal of the existing class specifications for the Management Analyst I/II classification.

**SECTION 2.** The City Council hereby approves replacing the repealed specifications with the specifications attached hereto as Exhibit A.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 7th day of September, 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. 2021-94 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of September, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk



**EXHIBIT A**

**CLASS SPECIFICATIONS – MANAGEMENT ANALYST I/II**

**CITY OF WEST COVINA  
CLASSIFICATION SPECIFICATION**

<b>Class Title:</b>	MANAGEMENT ANALYST I/II
<b>Bargaining Unit:</b>	MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION
<b>Class Code:</b>	MGMNT ANST I/II
<b>Salary Grade:</b>	MM320 / MM130
<b>Salary:</b>	\$50,604.00 - \$68,292.00 (Management Analyst I) Annually \$63,012.00 - \$85,068.00 (Management Analyst II) Annually
<b>FLSA:</b>	EXEMPT
<b>Date Established:</b>	

**JOB SUMMARY**

Under administrative direction, performs general administrative work in the City Manager's office or other City department; conducts specialized and difficult studies and research projects; coordinates programs and activities; may supervise activities of an assigned administrative area; and does related work as required. The Management Analyst I is the entry level position for this classification.

**ESSENTIAL FUNCTIONS**

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

1. Directs and participates in the administration of departmental programs or selected phases of such programs.
2. Analyzes program needs, conducts special studies, research, and analysis, and prepares reports with recommendations for appropriate action. Studies conducted deal with essentially any issue or subject of concern to the department.
3. Prepares council reports and resolutions, commission reports, procedure manuals, policies, forms, administrative directives, budget requests, and a variety of correspondence for a superior or as required in the conduct of assigned projects and devises same as needed.
4. Participates in the preparation and administration of the city or department budget by coordinating related activities and compiling, reviewing, and analyzing requests and justifications.
5. Interfaces with other departments and outside agencies in exchanging information and coordinating activities/projects.
6. May participate as a team leader or member of City task forces organized to address problems or issues related to governmental activities or community concerns.
7. Research public requests/complaints and responds as appropriate.
8. Attends City Council meetings and meetings of other boards and commissions and may make presentations or respond to questions regarding projects.
9. May supervise the personnel and activities of an assigned administrative area.
10. Develops and conducts training programs for employees, community groups and members of the public.

11. Participates in contract administration and monitoring.
12. Analyzes proposed legislation for impact on City operations/procedures and develops alternative recommendations.

## **GENERAL QUALIFICATIONS**

### *Knowledge of:*

1. Modern principles, methods, and problems of municipal public administration.
2. Research methodology, including statistical and financial analysis.
3. Report preparation.
4. City governmental operations.
5. Working knowledge of supervision.
6. Evaluation techniques and organizational principles.

### *Ability to:*

1. Analyze administrative, budgetary, operational, procedural, organizational and/or financial problems, evaluate alternatives and reach sound, logical, fact-based conclusions, and recommendations.
2. Collect, evaluate, and interpret data, either in statistical or narrative form.
3. Analyze, interpret, explain, and apply relevant laws, regulations, ordinances, and policies.
4. Prepare clear, concise, and comprehensive reports, correspondence, and other documents appropriate to the audience.
5. Communicate effectively, orally and in writing, present conclusions and recommendations clearly and logically.
6. Maintain files, records, and documentation.
7. Exercise independent judgment and initiative within established guidelines.
8. Establish and maintain effective working relationships with department managers and staff, staff of other departments, representatives of other governmental agencies, consultants, property owners, the public and others encountered in the course of work.

## **MINIMUM QUALIFICATIONS**

### **Education, Training, and Experience**

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

Graduation from a four-year college or university with a major in public administration, political science, business administration, or a related field. Graduate work in subjects relevant to the work assigned is desirable.

### **Experience - Management Analyst I**

At least two (2) years of full-time responsible experience in performing professional level

administrative, budgetary, financial, human resources, risk management, operational, or similarly related analyses and studies. Experience in a public agency is desirable.

**Experience - Management Analyst II**

Promotion to or an initial hiring at the Management Analyst II level is based upon satisfactory performance at the Management Analyst I level or additional professional experience that is significantly above the requirements of the Management Analyst I level. Experience in a public agency is highly desirable.

**PHYSICAL REQUIREMENTS**

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

**SUPPLEMENTAL INFORMATION**

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



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF CONTRACT AGREEMENT FOR CONSTRUCTION OF FRIENDSHIP PARK IMPROVEMENTS AND APPROVAL OF PURCHASE ORDER TO PROCURE PLAYGROUND EQUIPMENT - PROJECT NO. 21035**

---

### RECOMMENDATION:

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

1. Award the construction agreement for the Friendship Park Improvements (Project No. 21035) to Jaynes Brothers Construction Inc. as the lowest responsible bidder;
2. Authorize the City Manager to negotiate and execute an agreement with Jaynes Brothers Construction, Inc. for \$201,258.43, for playground equipment, fitness area, entry sign and basketball court improvements, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize the City Manager to issue a purchase order to Innovative Playgrounds, Co., for \$616,882.93, for direct purchasing of basketball court equipment, playground equipment, fitness equipment and entry signs through Omnia Partners (Cooperative Purchasing);
4. Authorize 10% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
5. Authorize the City Manager to negotiate and execute any amendments to the agreement.

### BACKGROUND:

As part of the Fiscal Year (FY) 2020-2021 Community Development Block Grant (CDBG) Action Plan, which was approved by the City Council on April 6, 2021, \$1,000,000 was included for improvements to Friendship Park. Friendship Park is located in Park District H, which is currently the only District meeting CDBG eligibility.

The design selection process for new playground equipment was carried out by the Senior and Community Services Commission. The Capital Improvement Project (CIP) Ad Hoc committee was given literature and presentations by Great Western Recreation and Innovative Playgrounds Company. The Committee selected Innovative Playground's equipment and design which was then taken to the Community and Senior Services Commission on May 11, 2021 and approved.

Major work components include site preparation, installation of City furnished basketball court equipment, playground equipment, fitness equipment and entry signs at Friendship Park.

Staff proposes to procure basketball court equipment, playground equipment, fitness equipment and entry signs through the Omnia Partners Public Sector, a Cooperative Procurement program, contract number R170301 that

expires April 30, 2022.

All Omnia Partners contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation contains language that advises all suppliers of the subsequent contract that may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction “Joint Powers Authority” or “Cooperative Procurement” program.

Contracts for these types of equipment result in lower costs, as the markups by a construction contractor incorporating the items into a larger project is eliminated.

#### **DISCUSSION:**

On July 15, 2021, staff advertised the construction bid package. The following seven (7) bids were received by the City at the Bid Opening held on August 5, 2021, at 11am.

<b>Contractor Name</b>	<b>Total Bid Amount</b>
Jaynes Brothers Construction, Inc.	\$201,258.43
CEM Construction Corporation	\$207,195.00
Evergreen Environment, Inc.	\$234,464.56
Organic Scapes	\$312,900.00
Minako America Corporation	\$354,580.00
MBC Enterprises, Inc.	\$391,450.00
General Consolidated Constructors	\$648,849.00

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, Jaynes Brothers Construction, Inc.

#### **Lowest Responsive Bid**

The lowest responsive bid was submitted by Jaynes Brothers Construction, Inc. in the amount of \$201,258.43. Following Council’s approval, the City will enter into an agreement with Jaynes Brothers Construction, Inc. in substantially the form as attached in Attachment No. 1 and in such final form approved by the City Attorney.

#### **BUDGET**

The following is the breakdown of the project budget:

Construction Cost	\$201,258.43	
Basketball Court, Playground Equipment, Fitness Equipment and Entry Signs Purchase Order	\$616,882.93	
Subtotal	\$818,141.36	
Contingency Budget allowance authorization to staff to utilize for unforeseen conditions as necessary (10%)	\$81,814.14	
Total Construction Budget	\$899,955.50	
Project Management and Administration (Preparation of Bid Documents)	\$20,000.00	
Construction Management and Inspection, CDBG Labor Compliance	\$75,000.00	
Newspaper Advertisement, Misc. Expenses	\$3,000.00	
<b>Total Project Budget</b>	<b>\$997,955.50</b>	

**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

**ENVIRONMENTAL REVIEW:**

The proposed Project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

**Prepared by:** Renee M. G. Chavez, Accounting Technician

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**Fiscal Impact****FISCAL IMPACT:**

The funds available for this project are as follows:

Project No.	Funds	Account No.	Amount
21035	CDBG	131.80.7004.7700	\$997,955.50
<b>Total</b>			<b>\$997,955.50</b>

---

**Attachments**

Attachment No. 2 - Omnia Contract Information

Attachment No. 1 - Construction Services Agreement

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

## BCI Burke Company, LLC

Playground Systems, Installation, Service and Related Items

**Burke**  
PLAY THAT MOVES YOU.

[Overview](#)
[Contract Documentation](#) >

[Region 4 ESC Contract  
#R170301](#)
[Resources](#)
[Burke Built Quality](#)
[Environmental](#)
[Burke History](#)
[Playgrounds That Move Us](#)
[ELEVATE Fitness Course](#)
[Promotions](#)
[Catalog](#)

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

### Playground Systems, Installation, Service and Related Items

#### Region 4 ESC - TX

**Contract Number: R170301**

May 1, 2017 through April 30, 2020

Option to renew for two (2) additional one-year periods through April 30, 2022

RENEWED THROUGH April 30, 2022

#### Executive Summary

- [Executive Summary](#)
- [Due Diligence](#)
- [Pricing](#)
- [Non-Burke Items](#)





**CITY OF WEST COVINA  
CONSTRUCTION SERVICES AGREEMENT FOR  
PROJECT NO. 21035  
FRIENDSHIP PARK IMPROVEMENTS**

THIS CONSTRUCTION SERVICES AGREEMENT (herein “Agreement”), is made and entered into this 7th day of September, 2021 (“Effective Date”) by and between the CITY OF WEST COVINA, a municipal corporation (herein “City”), and JAYNES BROTHERS CONSTRUCTION INC., a California corporation (herein “Contractor”).

**RECITALS**

A. City requires construction services for the Friendship Park Improvements Project, Project No. 21035 (“Project”), that meet the requirements as shown in the project specifications and this Agreement.

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

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

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

**1.0 SERVICES OF CONTRACTOR**

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

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

- (a) This Agreement;
- (b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, “Bid Documents”), incorporated by this reference as if fully set forth herein;
- (c) Federal Requirements, attached hereto as Exhibit B and incorporated herein;
- (d) Contractor’s Proposal, attached hereto as Exhibit B and incorporated herein;
- (e) Certificates of Insurance, attached hereto as Exhibit C and incorporated herein;
- (f) Bonds, attached hereto as Exhibit D and incorporated herein;

- (g) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and
- (h) All exhibits and attachments to the foregoing documents.

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

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

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

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

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

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

**1.8 Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be

undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 19-302. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

### **1.9 Prevailing Wage Requirements.**

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor’s or any subcontractor’s employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem

wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

(g) Davis-Bacon and Related Acts. Notwithstanding the foregoing provisions, this Project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced.

## **2.0 COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Hundred One Thousand Two Hundred Fifty-Eight Dollars and Forty-Three Cents (\$201,258.43) (herein “Contract Sum”), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

**2.3 Retention of Funds.** Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City’s failure to deduct or withhold shall not affect Contractor’s obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall

receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

### **3.0 PERFORMANCE SCHEDULE**

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

**3.2 Schedule of Performance.** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within forty (40) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

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

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

### **4.0 COORDINATION OF WORK**

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

Chase Jaynes, President

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

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

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

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

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

**4.6 Utility Relocation.** City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by

Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

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

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

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

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

## **5.0 INSURANCE**

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

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits,

per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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



owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

- (b) Notice of 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 or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

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

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

## **6.0 BONDS**

**6.1 Labor and Materials, Performance and Warranty Bonds.** Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

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

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

## **7.0 INDEMNIFICATION**

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the

Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

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

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

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

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

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

## **8.0 RECORDS AND REPORTS**

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

or decreased cost related thereto.

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

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

## **9.0 ENFORCEMENT OF AGREEMENT; TERMINATION**

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

**9.2 Notice of Default and Cure Period.** If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

- (a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.
- (b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.
- (c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.
- (d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

**9.5 "Claims" by Contractor under Section 9204.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or

approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

## **10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION**

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

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

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

## **11.0 FEDERAL REQUIREMENTS**

This Project is funded in whole or in part by federal funds and subject to the Federal Requirements set forth in this Agreement, including, but not limited to, the requirements set forth in Exhibit A. Contractor agrees to comply with said Federal Requirements and all federal requirements applicable to the Project.

Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable CDBG program requirements and any amendments hereafter to CDBG program guidelines and requirements.

## **12.0 SECTION 3 ECONOMIC OPPORTUNITIES COMPLIANCE**

Contractor acknowledges that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

City and Contractor agree to comply with HUD’s regulations in 24 CFR Part 135 (“Part 135”), which implement Section 3. As evidenced by their execution of this Agreement, City and Contractor certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor’s obligations under 24 CFR Part 135. Contractor will execute the “Section 3 Economic Opportunity Report,” included in Exhibit A, and understands its obligations thereunder.

CONTRACTOR understands that noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

### **13.0 MISCELLANEOUS PROVISIONS**

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

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

To Contractor: Jaynes Brothers Construction Inc.  
996 Lawrence Drive, Suite 201  
Newbury Park, CA 91320  
Attn: Chase Jaynes

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

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

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

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

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



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

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,  
A municipal corporation

\_\_\_\_\_  
David Carmany  
City Manager

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

CONTRACTOR

\_\_\_\_\_  
Chase Jaynes  
President

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

ATTEST:

\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas P. Duarte  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Helen Tran  
Risk Management

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

**EXHIBIT A**

**FEDERAL REQUIREMENTS**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

## **EXHIBIT D**

### **BONDS**



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 7, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE**

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### RECOMMENDATION:

It is recommended that the City Council appoint three Committee Members to the City's Audit Committee to each serve a two-year term.

### BACKGROUND:

On October 6, 2015, the City Council adopted Resolution No. 2015-73 (Attachment No. 1), which established the Audit Committee, consisting of the City Manager, the Finance Director, the City Treasurer, two City Council Members, and two members of the public, and established the procedures, rules and regulations of the Audit Committee. On May 17, 2016, the City Council adopted Resolution No. 2016-40 (Attachment No. 2) to remove the City Manager and Finance Director from the Audit Committee since they prepare the reports that are presented to the Committee. On May 15, 2018, the City Council adopted Resolution No. 2018-60 (Attachment No. 3), which added two additional community members to the Audit Committee, such that membership increased from five members to seven members to consist of the City Treasurer, two Council Members, and four members of the public. On May 7, 2019, the City Council adopted Resolution No. 2019-31 (Attachment No. 4), renaming the previously established Audit Committee as the Finance & Audit Committee and amending the duties of the Finance & Audit Committee. On May 4, 2021, the City Council adopted Resolution 2021-33 (Attachment No. 5), renaming the Finance & Audit Committee as the Audit Committee, amending the duties of the Audit Committee, increasing the number of members of the public on the Committee from four to five members, and providing that the City Council members and City Treasurer will serve as ex-officio non-voting members of the Committee.

### DISCUSSION:

There are a total of three (3) vacancies on the Audit Committee; two of the vacancies were created with the expiration of the terms of the seats currently held by David Lin and Donna Chia; the third vacancy was created by adoption of Resolution No. 2021-33.

Committee Member Lin applied to be reappointed to the Committee. Committee Member Chia explained that at this time she is not able to continue on the Audit Committee. A total of ten applications were received; applications were forwarded to the Mayor and Council for consideration. Reappointment of the existing Committee Member David Lin may be permitted under the Audit Committee guidelines for a two-year term.

### OPTIONS:

The City Council has the following options:

1. Appoint three members to the Committee;
2. Reopen the application period for an additional recruitment period; or
3. Provide alternative direction.

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

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#### **Attachments**

Attachment No. 1 - Resolution No. 2015-73

Attachment No. 2 - Resolution No. 2016-40

Attachment No. 3 - Resolution No. 2018-60

Attachment No. 4 - Resolution No. 2019-31

Attachment No. 5 - Resolution No. 2021-33

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



**RESOLUTION NO. 2015-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA ESTABLISHING THE PROCEDURES, RULES AND REGULATIONS FOR THE AUDIT COMMITTEE.**

**WHEREAS**, the City Council of the City of West Covina recognizes the importance of transparency and accountability in the administration of public resources, and the City Council is ultimately responsible for ensuring that the City of West Covina is meeting its internal control and financial reporting responsibilities; and

**WHEREAS**, the City Council recognizes the importance of creating an Audit Committee as it is considered a financial management best practice; and

**WHEREAS**, the formation of an Audit Committee will ensure regular and direct communication between the City's independent auditors and the City Council and will further the City Council's goals of transparency and accountability in the administration of public resources; and

**WHEREAS**, the City Council now desires to establish an Audit Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Covina as follows:

**SECTION 1: AUDIT COMMITTEE RULES AND REGULATIONS**

**1. ESTABLISHMENT OF THE AUDIT COMMITTEE**

The City Council of the City of West Covina hereby establishes the City of West Covina Audit Committee.

**2. PURPOSE**

The Audit Committee's primary purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This will include reviewing financial information; ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets; and overseeing the audit function.

**3. MEMBERSHIP AND APPOINTMENT**

The Audit Committee shall consist of seven members: the City Manager, the Finance Director, the City Treasurer, two City Council members, and two members of the public. The two City Council members and the two members of the public will be appointed by the City Council.

The City Clerk shall post and advertise the public positions and vacancies as provided for all other city commissions and committees.

#### **4. COMPENSATION**

Members of the Committee shall serve without compensation.

#### **5. TERM OF MEMBERSHIP**

The appointed members of the Committee shall be appointed for two (2) year terms on a staggered basis, except for the initial appointment as provided herein. For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one year term in order to allow for the staggered terms thereafter.

#### **6. TIME AND PLACE OF MEETINGS**

The Committee will meet at least once annually and shall hold other meetings on an as needed basis. All meetings of the Committee shall be held at the City Hall of the City of West Covina located at 1444 W. Garvey Ave. in the City of West Covina.

#### **7. CONFLICT OF INTEREST**

All members of the Committee are subject to the requirements of the Conflict of Interest codes of the City of West Covina and Conflict of Interest laws of the State of California.


#### **8. DUTIES OF THE COMMITTEE**

The role of the Committee is to augment management's accountability to the City Council. The Committee achieves this goal by:

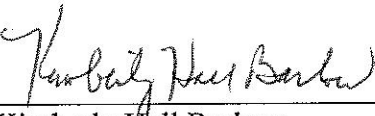
- Recommending the selection of the independent financial auditor for the financial statement audit;
- Monitoring the progress of the financial statement audit;
- Evaluating the results of the financial statement audit;
- Ensuring that any control weaknesses and legal compliance violations identified in the course of the financial statement audit are promptly and effectively remedied;
- Serving as a direct communications link between the City Council and the independent auditor;
- Monitoring the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, etc., as examined by the internal audit function and the independent financial auditor;
- Participate in meetings with the City's independent auditors and various County, State and Federal auditors as needed

**SECTION 2.** That the City Clerk shall certify to the passage and adoption of the resolution.

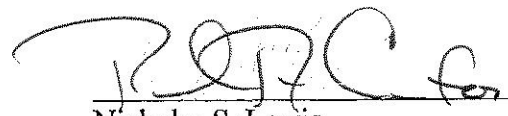
**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of October, 2015.

  
Fredrick Sykes  
Mayor

**APPROVED AS TO FORM:**

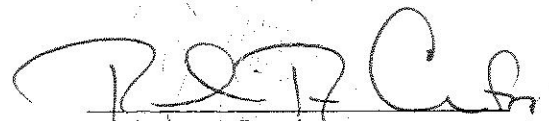
  
Kimberly Hall Barlow  
City Attorney

**ATTEST:**

  
Nickolas S. Lewis  
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 6<sup>th</sup> day of October, 2015, by the following vote of City Council:

AYES: Spence, Toma, Wong, Sykes  
NOES: None  
ABSENT: Warshaw  
ABSTAIN: None

  
Nickolas S. Lewis  
City Clerk

**RESOLUTION NO. 2016-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA AMENDING THE PROCEDURES, RULES AND REGULATIONS FOR THE AUDIT COMMITTEE.**

**WHEREAS**, the City Council of the City of West Covina recognizes the importance of transparency and accountability in the administration of public resources, and the City Council is ultimately responsible for ensuring that the City of West Covina is meeting its internal control and financial reporting responsibilities; and

**WHEREAS**, the City Council recognizes the importance of creating an Audit Committee as it is considered a financial management best practice; and

**WHEREAS**, the formation of an Audit Committee will ensure regular and direct communication between the City's independent auditors and the City Council and will further the City Council's goals of transparency and accountability in the administration of public resources; and

**WHEREAS**, the City Council established an Audit Committee with Resolution No. 2015-73; and

**WHEREAS**, the City Council now desires to remove the City Manager and Finance Director from the Audit Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Covina as follows:

**SECTION 1: AUDIT COMMITTEE RULES AND REGULATIONS**

**1. ESTABLISHMENT OF THE AUDIT COMMITTEE**

The City Council of the City of West Covina hereby establishes the City of West Covina Audit Committee.

**2. PURPOSE**

The Audit Committee's primary purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This will include reviewing financial information; ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets; and overseeing the audit function.

### **3. MEMBERSHIP AND APPOINTMENT**

The Audit Committee shall consist of five members: the City Treasurer, two City Council members, and two members of the public. The two City Council members and the two members of the public will be appointed by the City Council. The City Clerk shall post and advertise the public positions and vacancies as provided for all other city commissions and committees.

### **4. COMPENSATION**

Members of the Committee shall serve without compensation.

### **5. TERM OF MEMBERSHIP**

The appointed members of the Committee shall be appointed for two (2) year terms on a staggered basis, except for the initial appointment as provided herein. For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one year term in order to allow for the staggered terms thereafter.

### **6. TIME AND PLACE OF MEETINGS**

The Committee will meet at least once annually and shall hold other meetings on an as needed basis. All meetings of the Committee shall be held at the City of West Covina City Hall located at 1444 W. Garvey Ave. in the City of West Covina.

### **7. CONFLICT OF INTEREST**

All members of the Committee are subject to the requirements of the Conflict of Interest codes of the City of West Covina and Conflict of Interest laws of the State of California.

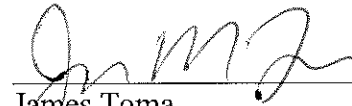
### **8. DUTIES OF THE COMMITTEE**

The role of the Committee is to augment management's accountability to the City Council. The Committee achieves this goal by:

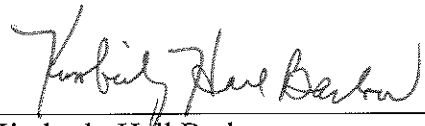
- Recommending the selection of the independent financial auditor for the financial statement audit;
- Monitoring the progress of the financial statement audit;
- Evaluating the results of the financial statement audit;
- Ensuring that any control weaknesses and legal compliance violations identified in the course of the financial statement audit are promptly and effectively remedied;
- Serving as a direct communications link between the City Council and the independent auditor; and
- Monitoring the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, etc., as examined by the internal audit function and the independent financial auditor.

**SECTION 2.** That the City Clerk shall certify to the passage and adoption of the resolution.

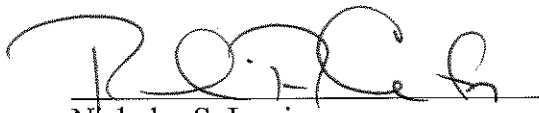
**APPROVED AND ADOPTED** on this 17<sup>th</sup> day of May, 2016.

  
James Toma  
Mayor

**APPROVED AS TO FORM:**

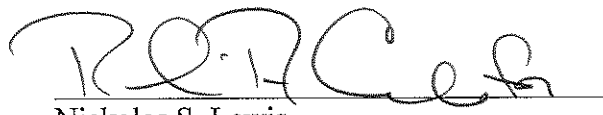
  
Kimberly Hall Barlow  
City Attorney

**ATTEST:**

  
Nickolas S. Lewis  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 17<sup>th</sup> day of May, 2016, by the following vote of City Council:

AYES: Johnson, Spence, Warshaw, Wu, Toma  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
Nickolas S. Lewis  
City Clerk

**RESOLUTION NO. 2018-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA REPLACING RESOLUTION NO. 2016-40 AMENDING THE PROCEDURES, RULES AND REGULATIONS FOR THE AUDIT COMMITTEE.**

**WHEREAS**, the City Council of the City of West Covina recognizes the importance of transparency and accountability in the administration of public resources, and the City Council is ultimately responsible for ensuring that the City of West Covina is meeting its internal control and financial reporting responsibilities; and

**WHEREAS**, the City Council recognizes the importance of creating an Audit Committee as it is considered a financial management best practice; and

**WHEREAS**, the formation of an Audit Committee will ensure regular and direct communication between the City's independent auditors and the City Council and will further the City Council's goals of transparency and accountability in the administration of public resources; and

**WHEREAS**, the City Council established an Audit Committee with Resolution No. 2015-73; Changed the membership of the Audit Committee with Resolution No. 2016-40; and

**WHEREAS**, the City Council now desires to add two additional Community Members to the Audit Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Covina as follows:

**SECTION 1: AUDIT COMMITTEE RULES AND REGULATIONS**

**1. ESTABLISHMENT OF THE AUDIT COMMITTEE**

The City Council of the City of West Covina hereby establishes the City of West Covina Audit Committee.

**2. PURPOSE**

The Audit Committee's primary purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This will include reviewing financial information; ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets; and overseeing the audit function.

**3. MEMBERSHIP AND APPOINTMENT**

The Audit Committee shall consist of seven members: the City Treasurer, two City Council members, and four members of the public. The two City Council members and the four members of the public will be appointed by the City Council. The City Clerk shall post and advertise the public positions and vacancies as provided for all other city commissions and committees.

**4. COMPENSATION**

Members of the Committee shall serve without compensation.

**5. TERM OF MEMBERSHIP**

The appointed members of the Committee shall be appointed for two (2) year terms on a staggered basis, except for the initial appointment as provided herein. For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one-year term in order to allow for the staggered terms thereafter.

**6. TIME AND PLACE OF MEETINGS**

The Committee will meet at least once annually and shall hold other meetings on an as needed basis. All meetings of the Committee shall be held at the City of West Covina City Hall located at 1444 W. Garvey Ave. in the City of West Covina.

**7. CONFLICT OF INTEREST**

All members of the Committee are subject to the requirements of the Conflict of Interest codes of the City of West Covina and Conflict of Interest laws of the State of California.

**8. DUTIES OF THE COMMITTEE**

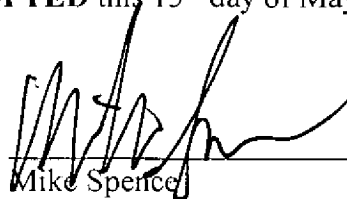
The role of the Committee is to augment management's accountability to the City Council. The Committee achieves this goal by:

- Recommending the selection of the independent financial auditor for the financial statement audit;
- Monitoring the progress of the financial statement audit;
- Evaluating the results of the financial statement audit;
- Ensuring that any control weaknesses and legal compliance violations identified in the course of the financial statement audit are promptly and effectively remedied;
- Serving as a direct communications link between the City Council and the independent auditor; and
- Monitoring the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, etc., as examined by the internal audit function and the independent financial auditor.

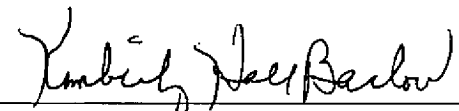


**SECTION 2.** That the City Clerk shall certify to the passage and adoption of the resolution.


**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Mike Spence  
Mayor

**APPROVED AS TO FORM:**


  
\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Nickolas S. Lewis  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 15<sup>th</sup> day of May, 2018 by the following vote of the City Council:

AYES: Toma, Warshaw, Wu, Johnson, Spence  
NOES: None  
ABSENT: None  
ABSTAIN: None



Nickolas S. Lewis  
City Clerk

**RESOLUTION NO. 2019-31****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA  
AMENDING THE NAME, PROCEDURES, RULES AND REGULATIONS FOR THE  
AUDIT COMMITTEE.**

**WHEREAS**, the City Council of the City of West Covina recognizes the importance of transparency and accountability in the administration of public resources, and the City Council is ultimately responsible for ensuring that the City of West Covina is meeting its internal control and financial reporting responsibilities; and

**WHEREAS**, the City Council recognizes the importance of creating an Audit Committee as it is considered a financial management best practice

**WHEREAS**, the formation of an Audit Committee will ensure regular and direct communication between the City's independent auditors and the City Council and will further the City Council's goals of transparency and accountability in the administration of public resources; and

**WHEREAS**, the City Council established an Audit Committee with Resolution No. 2015-73, changed the membership of the Audit Committee with Resolution No. 2016-40; and rescinded and replaced Resolution No. 2016-40 with Resolution No. 2018-60; and

**WHEREAS**, the City Council now desires to rename the Audit Committee to the Finance & Audit Committee; and

**WHEREAS**, the City Council now desires to expand and clarify the duties of the Finance & Audit Committee; and

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

**SECTION 1. FINANCE & AUDIT COMMITTEE RULES AND REGULATIONS****1. ESTABLISHMENT OF THE AUDIT & FINANCE COMMITTEE**

The City Council of the City of West Covina hereby renames the previously established City of West Covina Audit Committee as the Finance & Audit Committee.

**2. PURPOSE**

The Finance & Audit Committee's primary purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This will include reviewing financial information; assessing the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets; and overseeing the audit function.

### **3. MEMBERSHIP AND APPOINTMENT**

The Audit Committee shall consist of seven members: the City Treasurer, two City Council members, and four members of the public. The two City Council members and the four members of the public will be appointed by the City Council. The City Clerk shall post and advertise the public positions and vacancies as provided for all other city commissions and committees.

### **4. COMPENSATION**

Members of the Committee shall serve without compensation.

### **5. TERM OF MEMBERSHIP**

The appointed members of the Committee shall be appointed for two (2) year terms on a staggered basis, except for the initial appointment as provided herein. For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one-year term in order to allow for the staggered terms thereafter.

### **6. TIME AND PLACE OF MEETINGS**

The Committee will meet at least quarterly and shall hold other meetings on an as needed basis. All meetings of the Committee shall be held at the City of West Covina City Hall located at 1444 W. Garvey Ave. in the City of West Covina.

### **7. CONFLICT OF INTEREST**

All members of the Committee are subject to the requirements of the Conflict of interest codes of the City of West Covina and Conflict of Interest laws of the State of California.

### **8. DUTIES OF THE COMMITTEE**

The role of the Committee is to augment management's accountability to the City Council. The Committee achieves this goal by:

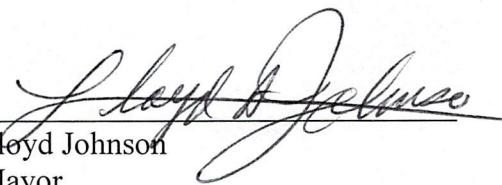
- Recommending the selection of the independent financial auditor for the financial statement;
- Monitoring the progress of the financial statement audit;
- Evaluating the results of the financial statement audit;
- Ensuring that any control weaknesses and legal compliance violations identified in the course of the financial statement audit are promptly and effectively remedied;
- Serving as a direct communications link between the City Council and the independent auditor; and




- Monitoring the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, etc., as examined by the internal audit function and the independent financial auditor.
- Reviewing audit and financial consulting contracts proposed scope of work. Making recommendations for changes in scope of work if needed;
- Reviewing actual revenue and expenditures compared to budget based on monthly financial reports detailed by account. The finance staff is to provide the committee with a monthly report to allow the finance department to develop accurate projections;
- Reviewing projected revenue and expenditures compared to budgeted revenue and expenditures;
- Reviewing the preliminary budget to determine if expected revenue or expenses (e.g. litigation, equipment replacement) are budgeted in accordance with historical trends;
- Reviewing if the following objectives are being met:
  - Projected expenditures do not exceed budget;
  - Projected revenue approximates budget;
  - Projected revenue meets or exceeds projected expenditures;
  - Timely budget adjustments are prepared for projected overdrafts in expenditures;
  - The City Council is informed in a timely fashion if revenue or expenditures that deviate significantly from budget;
- Providing quarterly reports to the City Council on the financial and audit status of the City;
- Reporting to the City Council if the committee believes either:
  - It has found material financial information which it believes to be inaccurate or untimely; or
  - Projections will result in shortfalls in revenue, overdrafts in expenditures, or deficits caused by spending more than is received;
- The committee ensuring that it does not make budget priority recommendations.

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution.

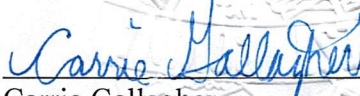
**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of May, 2019.

  
 Lloyd Johnson  
 Mayor

**APPROVED AS TO FORM**

  
 Scott E. Porter  
 City Attorney

**ATTEST**

  
 Carrie Gallagher  
 Assistant City Clerk

**West Covina  
Responsibilities of the Finance & Audit Committee**

**Recommendation to the City Council by the Audit Committee  
April 10, 2019**

The responsibilities of the Audit Committee, to be renamed the Finance & Audit Committee, will include the previously adopted responsibilities of the Audit Committee with the following additions and changes:

1. Meet at least quarterly with additional meetings scheduled at the request of a majority of the Finance & Audit Committee, the City Council, or the city staff.
2. Review audit and financial consulting contracts proposed scope of work. Make recommendations for changes in scope of work if needed.
3. Review actual revenue and expenditures compared to budget based on monthly financial reports detailed by account. A monthly report is also produced by the Finance Department in order to develop accurate projections.
4. Review projected revenue and expenditures compared to budget.
5. Review the preliminary budget to determine if expected revenue or expenses [e.g. litigation, equipment replacement] are budgeted in accordance with historical trends.
6. Review if the following objectives are being met:
  - Projected expenditures do not exceed budget
  - Projected revenue approximates budget
  - Projected revenue meets or exceeds projected expenditures
  - Timely budget adjustments are prepared for projected overdrafts in expenditures
  - The City Council is informed in a timely fashion if revenue or expenditures deviates significantly from budget
7. Provide quarterly reports to the City Council on the financial and audit status of the City.
8. The Finance & Audit Committee does not make budget priority recommendations.
9. The committee's final responsibility is to report to the City Council if it finds that published financial information is believed to be inaccurate, not timely, or if projections will result in shortfalls in revenue, overdrafts in expenditures, or deficits caused by spending more than is received.



**RESOLUTION NO. 2018-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA REPLACING RESOLUTION NO. 2016-40 AMENDING THE PROCEDURES, RULES AND REGULATIONS FOR THE AUDIT COMMITTEE.**

**WHEREAS**, the City Council of the City of West Covina recognizes the importance of transparency and accountability in the administration of public resources, and the City Council is ultimately responsible for ensuring that the City of West Covina is meeting its internal control and financial reporting responsibilities; and

**WHEREAS**, the City Council recognizes the importance of creating an Audit Committee as it is considered a financial management best practice; and

**WHEREAS**, the formation of an Audit Committee will ensure regular and direct communication between the City's independent auditors and the City Council and will further the City Council's goals of transparency and accountability in the administration of public resources; and

**WHEREAS**, the City Council established an Audit Committee with Resolution No. 2015-73; Changed the membership of the Audit Committee with Resolution No. 2016-40; and

**WHEREAS**, the City Council now desires to add two additional Community Members to the Audit Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Covina as follows:

**SECTION 1: AUDIT COMMITTEE RULES AND REGULATIONS**

**1. ESTABLISHMENT OF THE AUDIT COMMITTEE**

The City Council of the City of West Covina hereby establishes the City of West Covina Audit Committee.

**2. PURPOSE**

The Audit Committee's primary purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This will include reviewing financial information; ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets; and overseeing the audit function.

**3. MEMBERSHIP AND APPOINTMENT**

The Audit Committee shall consist of seven members: the City Treasurer, two City Council members, and four members of the public. The two City Council members and the four members of the public will be appointed by the City Council. The City Clerk shall post and advertise the public positions and vacancies as provided for all other city commissions and committees.

**4. COMPENSATION**

Members of the Committee shall serve without compensation.

**5. TERM OF MEMBERSHIP**

The appointed members of the Committee shall be appointed for two (2) year terms on a staggered basis, except for the initial appointment as provided herein. For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one-year term in order to allow for the staggered terms thereafter.

**6. TIME AND PLACE OF MEETINGS**

The Committee will meet at least once annually and shall hold other meetings on an as needed basis. All meetings of the Committee shall be held at the City of West Covina City Hall located at 1444 W. Garvey Ave. in the City of West Covina.

**7. CONFLICT OF INTEREST**

All members of the Committee are subject to the requirements of the Conflict of Interest codes of the City of West Covina and Conflict of Interest laws of the State of California.

**8. DUTIES OF THE COMMITTEE**

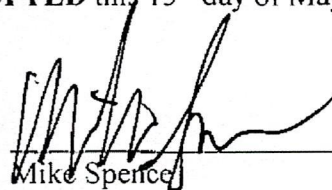
The role of the Committee is to augment management's accountability to the City Council. The Committee achieves this goal by:

- Recommending the selection of the independent financial auditor for the financial statement audit;
- Monitoring the progress of the financial statement audit;
- Evaluating the results of the financial statement audit;
- Ensuring that any control weaknesses and legal compliance violations identified in the course of the financial statement audit are promptly and effectively remedied;
- Serving as a direct communications link between the City Council and the independent auditor; and
- Monitoring the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, etc., as examined by the internal audit function and the independent financial auditor.

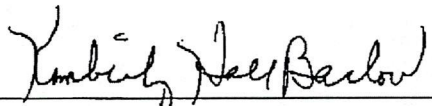


**SECTION 2.** That the City Clerk shall certify to the passage and adoption of the resolution.


**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Mike Spence  
Mayor

**APPROVED AS TO FORM:**


  
\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Nickolas S. Lewis  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 15<sup>th</sup> day of May, 2018 by the following vote of the City Council:

AYES: Toma, Warshaw, Wu, Johnson, Spence  
NOES: None  
ABSENT: None  
ABSTAIN: None



Nickolas S. Lewis  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 7<sup>th</sup> day of May, 2019 by the following vote of the City Council:

AYES:	Castellanos, Lopez-Viado, Shewmaker, Wu, Johnson
NOES:	None
ABSENT:	None
ABSTAIN:	None



Carrie Gallagher, CMC  
Assistant City Clerk

**RESOLUTION NO. 2021-33****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE NAME, PROCEDURES, RULES AND REGULATIONS FOR THE AUDIT COMMITTEE AND RESCINDING RESOLUTION NO. 2019-31**

**WHEREAS**, California Government Code section 8546.10 authorizes the State Auditor to establish a high-risk local government agency audit program to identify, audit, and issue reports on local government agencies that are at high risk for the potential of waste, fraud, abuse, or mismanagement, or that have major challenges associated with their economy, efficiency, or effectiveness; and

**WHEREAS**, based upon risk indicators of general fund reserves, debt burden, liquidity, revenue trends, pension obligations, pension funding, pension costs, future pension costs, OPEB obligations, and OPEB funding, the California State Auditor was granted approval from the Joint Legislative Audit Committee to conduct a high-risk audit of the City of West Covina; and

**WHEREAS**, in response to the State Auditor's December 1, 2020 report entitled "City of West Covina: Its Deteriorating Financial Situation Threatens Its Fiscal Stability and Its Ability to Provide City Services," the City Council unanimously approved a formal Financial Recovery Plan with specific timelines, monitoring, and reporting; and

**WHEREAS**, to improve the City's long-term financial health, the City recognizes the need to monitor implementation of the Financial Recovery Plan; and

**WHEREAS**, the City Council established an Audit Committee through the adoption of Resolution No. 2015-73 in October 2015, changed the membership of the Audit Committee through the adoption of Resolution No. 2016-40 in May 2016; rescinded and replaced Resolution No. 2016-40 with Resolution No. 2018-60 in May 2018; and rescinded and replaced Resolution No. 2018-60 with Resolution No. 2019-31 in May 2019, renaming the Audit Committee as the Finance & Audit Committee; and

**WHEREAS**, the City Council now desires to assign responsibility to the Audit Committee for monitoring progress in implementing the Financial Recovery Plan with State-required written updates every six months, including specific timelines and reporting; and

**WHEREAS**, the City Council further desires to rename the Finance & Audit Committee as the Audit Committee and to clarify the duties of the Audit Committee.

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

## **SECTION 1. AUDIT COMMITTEE RULES AND REGULATIONS**

### **1. ESTABLISHMENT OF THE AUDIT COMMITTEE**

The City Council of the City of West Covina hereby renames the previously established Finance & Audit Committee as the Audit Committee.

### **2. PURPOSE**

The Audit Committee's primary purpose is to support improving the community and to assist the City Council in discharging its responsibilities for (1) ensuring financial stability and (2) monitoring the implementation of the corrective actions identified in the Financial Recovery Plan, approved by the City Council on April 6, 2021.

### **3. MEMBERSHIP AND APPOINTMENT**

The Audit Committee shall consist of five public members who will be appointed by the City Council. The City Treasurer and two City Council members shall serve as ex officio non-voting members. The City Clerk shall post and advertise the public positions and vacancies as provided for all other City commissions and committees.

### **4. COMPENSATION**

Members of the Committee shall serve without compensation.

### **5. TERM OF MEMBERSHIP**

The appointed members of the Committee shall be appointed for two (2) year terms on a staggered basis, except for the initial appointment as provided herein. For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one-year term in order to allow for the staggered terms thereafter.

### **6. TIME AND PLACE OF MEETINGS**

The Committee will meet at least quarterly. All meetings of the Committee shall be held at the City of West Covina City Hall located at 1444 W. Garvey Ave. S. in the City of West Covina.

### **7. CONFLICT OF INTEREST**

All members of the Committee are subject to the requirements of the Conflict of Interest codes of the City of West Covina and Conflict of Interest laws of the State of California.

## 8. HUMAN RESOURCES POLICIES

All members of the Committee are subject to the requirements of all Human Resource Department policies of the City of West Covina.

## 9. DUTIES OF THE COMMITTEE

The role of the Committee is to help improve the City's long-term financial health by (1) monitoring implementation of the Financial Recovery Plan, (2) monitoring the monthly financial reports for the purpose of reporting potential deficits, (3) reviewing the Comprehensive Annual Financial Reports, and (4) making periodic reports to the City Council.

**SECTION 2.** This Resolution shall rescind and replace Resolution No. 2019-31, adopted by the City Council on May 7, 2019.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.


**APPROVED AND ADOPTED** this 4th day of May, 2021.

  
\_\_\_\_\_  
Letty Lopez-Viado  
Mayor

**APPROVED AS TO FORM**

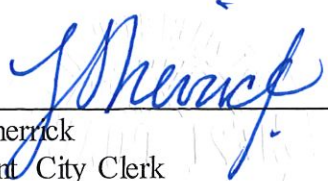
  
\_\_\_\_\_  
Thomas P. Duarte  
City Attorney

**ATTEST**

  
\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-33 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of May, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Tabatabai, Wu
NOES:	None
ABSENT:	None
ABSTAIN:	None

  
\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk