



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 21, 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. 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. The subject line should specify "Oral Communications – or Public Hearing 9/21/2021". Please include your full name and address in your e-mail. All emails received by 5:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting. No comments will be read out loud during the meeting. All comments received by the start of the meeting will be made part of the official public record of the meeting.

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

AMERICANS WITH DISABILITIES ACT

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

AGENDA MATERIAL

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. 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 21, 2021, 7:00 PM
REGULAR MEETING

INVOCATION

Led by Pastor Jillian Lutes from West Covina Hills Seventh-Day Adventist Church

PLEDGE OF ALLEGIANCE

Led by Councilman Wu

ROLL CALL**REPORTING OUT FROM CLOSED SESSION****PRESENTATIONS**

1. Certificate of Recognition to the Chinese American Association of West Covina and US Chinese Women Organization for Mask Donations to the West Covina Unified School District.

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 SEPTEMBER 7, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE SEPTEMBER 7, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the September 7, 2021, Closed Session Meeting Minutes and the September 7, 2021, Regular Session Meeting Minutes.

CITY CLERK'S OFFICE

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

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 REGARDING 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

COMMUNITY DEVELOPMENT

- 4) **DEVELOPMENT CODE UPDATE SUBCOMMITTEE MEMBER SELECTION**

It is recommended that the City Council approve and confirm the Mayor's appointments of Council Members Dario Castellanos and Tony Wu to the Development Code Update Subcommittee.

POLICE DEPARTMENT

- 5) **CONSIDERATION OF 2021-2022 OFFICE OF TRAFFIC SAFETY (OTS) GRANT**

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

1. Accept the 2021-2022 Office of Traffic Safety (OTS) Traffic Records grant (#TR22019), and authorize staff to execute all grant related documents; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2021-95 - 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 (2021-2022 OFFICE OF TRAFFIC SAFETY GRANT)

- 6) **CONSIDERATION OF PURCHASE OF POLICE AND FIRE RADIO COMMUNICATIONS ITEMS**

It is recommended that the City Council, in accordance with Municipal Code Chapter 2, Article VII, Division 2, Section 2-333(i)(1), waive the bid process by finding that it is impractical to purchase the Police and Fire APX radios and accessories and components in compliance with the formal contract procedures, and authorize the purchase of 373 APX radios with accessories, Device Management system components, and support services, directly from Motorola Solutions, for a total of \$3,299,850, including tax, using Federal Coronavirus State & Local Fiscal Recovery Funds previously appropriated in account # 179.80.7003.7900 (CIP Project 22009).

PUBLIC SERVICES

7) CONSIDERATION OF AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS, AND OTHER AREAS

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

1. Authorize the City Manager to negotiate and execute an agreement with Mariposa Landscapes, Inc., in the total amount of \$1,718,810 (\$343,762 annually) for a three (3) year term with the option to renew for two (2) one-(1) year terms to provide landscape maintenance of citywide medians, right-of-ways, commercial zones, sidewalks, tree wells, and other areas.
2. Approve the following resolution:

RESOLUTION NO. 2021-97 - 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 (LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS AND RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS AND OTHER AREAS).

8) CONSIDERATION OF CONTRACT AGREEMENT FOR THE CORTEZ PARK PLAYGROUND IMPROVEMENTS AND APPROVAL OF PURCHASE ORDER TO PROCURE PLAYGROUND EQUIPMENT - PROJECT NO. 22007

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

1. Award the construction agreement for the Cortez Park Playground Improvements (Project No. 22007) to Next Stage Group as the lowest responsible bidder;
2. Authorize the City Manager to negotiate and execute an agreement with Next Stage Group for \$95,000, for playground equipment installation;
3. Authorize the City Manager to issue a purchase order to Great Western Recreation for \$218,048.96, for direct purchasing of playground equipment through Gametime (Cooperative Purchasing);
4. Authorize 20% of the awarded contract amount with Next Stage Group 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.
6. Approve the following resolution:

RESOLUTION NO. 2021-96 - 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 (CORTEZ PARK PLAYGROUND)

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

9) CONSIDERATION OF ZONE CHANGE NO. 21-01 AND CODE AMENDMENT NO. 21-01 (AUTO PLAZA OVERLAY ZONE)

It is recommended that the City Council conduct the public hearing and then introduce, by title only, further reading waived, the following Ordinances:

ORDINANCE NO. 2486 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING ZONE CHANGE NO. 21-01 CREATING THE AUTO PLAZA OVERLAY ZONE

ORDINANCE NO. 2487 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 21-01, RELATED TO THE AUTO PLAZA OVERLAY ZONE STANDARDS

MAYOR/COUNCILMEMBERS REPORTS

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

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

10) CONSIDERATION OF REQUEST FROM COUNCILWOMAN DIAZ REGARDING ESTABLISHING A RENTAL HOUSING INSPECTION PROGRAM IN THE CITY OF WEST COVINA.

It is recommended that the City Council review, discuss, and direct staff to prepare a staff report regarding an amendment to the City's Municipal Code, an amendment to the City's fee resolution, a resolution establishing rules and procedures, and a budget amendment to implement a Rental Housing Inspection Program

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

October 5, 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

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE SEPTEMBER 7, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE SEPTEMBER 7, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

RECOMMENDATION:

It is recommended that the City Council approve the September 7, 2021, Closed Session Meeting Minutes and the September 7, 2021, Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick; Assistant City Clerk

Attachments

Attachment No. 1 - 9/7/2021 Closed Session Minutes Draft

Attachment No. 2 - 9/7/2021 Regular Session Minutes Draft

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



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**SEPTEMBER 7, 2021, 6:00 PM
REGULAR MEETING-CLOSED SESSION**

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

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

MINUTES

CALL TO ORDER

A Closed Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, September 07, 2021 at 6:00 p.m., in the Management Resource Center Conference Room on the 3rd Floor, 1444 West Garvey Avenue South, West Covina, California

ROLL CALL

Council Members

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

Council Members

Absent: None

City Staff: David Carmany City Manager, Brittany Roberto Deputy City Attorney, Helen Tran Human Resources Director, Robbeyn Bird Finance Director, Paulina Morales Assistant City Manager, Melissa Ballard Deputy City Attorney

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. West Covina Restaurant Group, Inc. dba Gaucho Grill, et al (Los Angeles County Superior Court Case No.20PSCV00548)
2. City of West Covina V. West Covina Car Stop, et al. (Los Angeles Superior Court Case No. 20STCV45150)

2.CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: 707 S. Lark Ellen Ave., West Covina (APN No. 8486-008-905)

Agency Negotiator: Carmany, Morales,

Negotiating Parties: Neryssa Flores

Under Negotiation: Lease Terms

3.CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT

Deputy City Attorney Brittany Roberto reported that no reportable action was taken during the Closed Session Meeting.

ADJOURNMENT

A motion to adjourn the Closed Session Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 6:23p.m. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday September 21, 2021 at 6:00 p.m. in the Management Resource Center Conference Room, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Letty Lopez-Viado
Mayor



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**

MINUTES

CALL TO ORDER

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

INVOCATION

Led by Pastor Mason Okubo from Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Castellanos

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, Brittany Roberto Deputy 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. West Covina Restaurant Group, Inc. dba Gaucho Grill, et al (Los Angeles County Superior Court Case No. 20PSCV00548)
2. City of West Covina V. West Covina Car Stop, et al. (Los Angeles Superior Court Case No. 20STCV45150)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: 707 S. Lark Ellen Ave., West Covina (APN No. 8486-008-905)

Agency Negotiator: Carmany, Morales,

Negotiating Parties: Neryssa Flores

Under Negotiation: Lease Terms

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT FROM CLOSED SESSION

Deputy City Attorney Brittany Roberto reported that no reportable action was taken during the Closed Session Meeting.

PRESENTATIONS

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

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Julissa Zepeda
Armando Herman
Mike Greenspan
R Robinson
Elsie Messman
Sharon Anderson
Vanessa Perez
Jim Grivich
Francoise Coulton
Gloria Gandara
JD

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 5-0 to: Approve Consent Calendar Items 1, 3, 5, 6, 7, 8 (Item 4 was removed from the consent calendar by City Manager David Carmany)

ACTION: Motion by Councilmember Tabatabai, Second by Mayor Pro Tem Castellanos 5-0 to: Approve Consent Calendar Item 2 (Item 2 was pulled for discussion from the consent calendar by Councilmember Tabatabai)

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.**

Carried 5-0 to: 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.

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

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

Carried 5-0 to: 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

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, JULY 20, 2021, AND AUGUST 17, 2021

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

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

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

Carried 5-0 to: adopt the following:

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 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)(l), 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

Carried 5-0 to: receive and file the Summary of Actions for the August 18, 2021, special meeting of the Human Resources Commission.

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

Carried 5-0 to: 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

Carried 5-0 to: adopt the following:

1. Award the construction agreement for the Friendship Park Improvements (Project No. 21035) to Jaynes Brothers Constructions 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

ACTION: Motion by Mayor Pro Tem Castellanos, Second by Councilwoman Diaz 5-0 (No: Tabatabai) to: appoint Loren Ashley Castro, Miguel Garcia, and David Lin to the City's Audit Committee to each serve a two-year term.

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

ACTION: Motion by Councilman Tabatabai to adopt and implement a recommendation to implement by the Senior and Community Services Commission and have staff report the finding to the Council in December.

Amended Motion by Councilmember Wu, Second by Mayor Pro Tem Castellanos 5-0 to: request to research the CAHOOTS program (a crisis response program) that was recommended by the Senior and Community Services Commission and have it brought to a future council meeting as an agenda item.

CITY COUNCIL COMMENTS

None

ADJOURNMENT

The meeting was adjourned in the memory of Azusa Mayor Pro Tem Uriel Macias. Our deep condolences to his family at this heartbreaking time. 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 21, 2021 at 7:00

Submitted by:

Lisa Sherrick
Assistant City Clerk

Letty Lopez-Viado
Mayor

DRAFT



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION

RECOMMENDATION:

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.

BACKGROUND:

State law requires that the City Council districts be updated to reflect data from the 2020 Census. The City Manager intends to accomplish this task with the assistance of an expert consultant and needed staff.

These districts will be used for future elections of West Covina City Council members, including for the filling any vacancy in the office of Member of the City Council. The redistricting plan must comply with the United States Constitution, the Voting Rights Act, and the California Elections Code.

The districts are to contain substantially equal population. In adopting boundaries, cities are required to use the following criteria: (1) districts should be geographically contiguous, (2) districts should respect the geographic integrity of any local neighborhood or local community of interest, including racial, ethnic, and language minorities, in a manner that minimizes division, (3) district boundaries should be easily identifiable and understandable by residents, and (4) district should be drawn to encourage geographic compactness. Districts will not be drawn for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.

On December 6, 2016, the City Council adopted Ordinance No. 2303, which moved the City's general municipal elections from November of odd-numbered years to the first Tuesday after the first Monday in November of even-numbered years to coincide with statewide general elections.

On January 17, 2017, the City Council adopted Ordinance No. 2310 to change from an at-large election system to by-district elections with five districts. On February 21, 2017, the City Council approved a settlement agreement in the matter known as Sanchez v. City of West Covina. This settlement set forth requirements relating to selection of a districting consultant, selection of district boundaries and sequencing of elections. As a result, a Request for Proposals (RFP) was issued on March 14, 2017 for district consultant services. On May 2, 2017, the City Council awarded a contract for election district consulting services to National Demographics Corporation (NDC), a

well-known company in the industry.

There were a total of four public hearings conducted with public input and participation. In total, the City Council reviewed 23 maps (20 that were submitted by members of the community and three that were submitted by NDC). The City Council selected 6 maps to bring back at the November 14, 2017 Council meeting for further discussion and selection. At the December 5, 2017 Council meeting, the City Council adopted Ordinance No. 2328, designating the boundaries for the five single-member districts and the sequence of district elections.

DISCUSSION:

Pursuant to Elections Code § 21601, following each federal decennial census for a city that has elected to use district-based elections, the City Council is required to, by ordinance or resolution, adopt boundaries for all Council districts of the City so that the Council districts are substantially equal in population as required by the United States Constitution.

In accordance with Elections Code § 21602(a)(3), because the City's next regular election will occur after July 1, 2022, the boundaries of the Council districts must be adopted at least 205 days before the City's next regular election. The City's next regular election is November 8, 2022. Therefore, the City is required to adopt Council district boundaries no later than April 17, 2022.

The U.S. Census Bureau is expected to release the final redistricting toolkit, based on the 2020 Census data, to all states by September 30, 2021.

On May 3, 2021, the City released a Request for Proposals for redistricting services. On May 24, 2021, the City received three proposals:

Bear Demographics	\$72,500
Lucien Partners - Not all Services Specified	\$56,000
NDC	\$45,000-\$65,000

The lowest responsive and responsible bidder was NDC, which, as outlined above, performed the City's initial districting services. The proposal included a range of services with a price range from \$45,000 to \$65,000. Lucien Partners proposal did not provide costs for attending public meetings, a necessary component of the proposal. Based on the review of the proposals and a recommended scope of services, staff prepared a Professional Services Agreement (PSA) with NDC for an amount not to exceed \$59,000.

The services to be provided include assisting staff with the following:

- Project and Outreach Planning Session
- Census and State Data Analysis and Outreach
- Public Hearings and Meetings
- Draft Mapping
- Map Review and Direction
- Map Adoption

NDC's proposal also outlines the possibility that, for some jurisdictions, election areas/districts might still meet the equal population and Voting Rights Act requirements using the 2020 Census data. If the City's current districts still meet all legal requirements based on the 2020 Census data, the City would have the option to retain the existing map without drawing and holding hearings on alternative maps.

Upon City Council approval of the PSA with NDC, the City Clerk's Office will work with NDC throughout the redistricting process and will coordinate public outreach and meetings.

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; or
2. Provide alternative direction.

Prepared by: Lisa Sherrick; Assistant City Clerk

Fiscal Impact**FISCAL IMPACT:**

Total cost for the demographic services contract with NDC is an amount not to exceed \$59,000. The funds will come from the general fund and was accounted for during the preparation of the annual budget in account number 110.12.1210.6118.

Attachments

Attachment No. 1 - Agreement with NDC with Proposal

Attachment No. 2 - Bear Demographics & Research Proposal

Attachment No. 3 - Lucien Partners Proposal

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

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
NATIONAL DEMOGRAPHICS, INC. DBA NATIONAL DEMOGRAPHICS CORPORATION
FOR
REDISTRICTING SERVICES**

THIS AGREEMENT is made and entered into this 21st day of September, 2021 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and NATIONAL DEMOGRAPHICS, INC., a California corporation DBA NATIONAL DEMOGRAPHICS CORPORATION (NDC) ("Consultant").

W I T N E S S E T H :

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

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

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

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

E. WHEREAS, Consultant responded to the City's Request for Proposals dated May 3, 2021, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its

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

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

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

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

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

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

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

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Fifty-Nine Thousand Dollars (\$59,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of eight (8) months, ending May 20, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

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

Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed

envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

National Demographics Corp.
P.O. Box 5271
Glendale, CA 91221
Tel: (818) 254-1221
Email: djohnson@ndcresearch.com
Attn: Douglas Johnson

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8433
Email: City_Clerk@westcovina.org
Attn: Lisa Sherrick

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

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

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

6.7. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are

specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

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

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONSULTANT

Douglas Johnson
President

Date: _____

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Human Resources and Risk Management
Director

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL



National Demographics Corporation

A Proposal to
West Covina
for Demographic Services

By National Demographics Corporation
Douglas Johnson, President

May 23, 2021



Attachment A

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of National Demographics the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/23 [date], at Glen Dale [city], CA [state]."

Firm National Demographics

Street 1520 N Pacific Ave

City Glen Dale State CA Zip 91202


(Signature)

Douglas Johnson
(Print Name & Title) President



Attachment D

**SUBCONTRACTOR CAMPAIGN CONTRIBUTION
ACKNOWLEDGMENT FORM**

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of \$15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of \$30,000 or more.

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50**, in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: National Demographics Inc.

By: [Signature]

Title: President

Date: 5-23-2021

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____



National Demographics Corporation

8.1 Cover Letter

May 21, 2021

Lisa Sherrick, City Clerk
City of West Covina
1444 W. Garvey Avenue S. #317
West Covina, CA 91790

Dear Ms. Sherrick,

Thank you for the opportunity to provide this proposal to West Covina. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, including the City's initial move to by-district elections and similar work for Pomona, Claremont, San Dimas, Glendora, Duarte, Bradbury, Arcadia, Pasadena, South Pasadena, Alhambra, Monterey Park, and numerous school districts throughout the San Gabriel Valley (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are several options that the City can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



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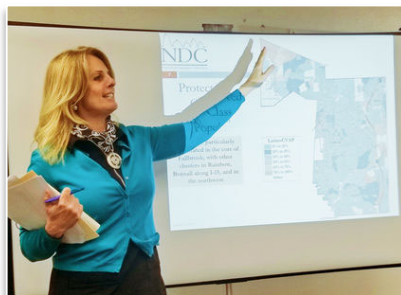


Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. While most of NDC's work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the California and Federal Voting Rights Act and related election system choices.





8.2 Project Summary

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. NDC is fully prepared to perform all of the tasks listed in the RFP:

- **Project & Outreach Planning Session** – The initial step in the Redistricting Services process should include a session with the City to prepare an outreach plan, launch a project website, set a plan and timelines for outreach efforts, forums, meetings or hearings, draft map dates and adoption dates for final map.
- **Data Analysis and Outreach** – Collect Census and State data, gather socioeconomic and other specialty population demographic information about the City’s existing election areas. Prepare a report about the demographics and compliance with State and Federal criteria in the City’s existing election areas, including online maps of population concentrations by various categories.
- **Public Hearings/Meetings**– Schedule and conduct public hearings/meetings to discuss the redistricting process and applicable laws, present demographic data, and an analysis of compliance/non-compliance with State and Federal requirements.
- **Draft Mapping** – Create a user-friendly digital interface that allows the City Council members, Commissioners, and members of the public to draw their own district boundaries. Continue with outreach and engagement efforts to solicit written or mapped input and feedback from the public. Provide assistance to the public with questions about the website, explanations on how to use online mapping tools etc.
- **Map Review and Direction** – Prepare maps illustrating topics examined in preliminary studies – thematic maps of Census data and past election results; boundaries of school districts and other jurisdictional subdivisions; maps identifying neighborhoods, homeowners’ associations and civic ‘blockwatch’ areas; maps of natural and man-made barriers (as needed). Summarize all draft maps and post on project website. Conduct additional public meetings or workshops. Assist in public hearing to review the draft maps and narrow down the field of initial draft maps and provide direction on new or revised maps.



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- Map Adoption – Post new or revised maps and all demographic information to project website. Assist in additional public hearings, continued outreach and communication about adopted map. Following adoption coordinate map implementation with the Los Angeles Registrar of Voters.
- Additionally – Actively participate in all meetings and public hearings scheduled by the City Council that address the redistricting process. Assist the City Council, City Attorney, and City staff as may be required in all facets of developing and implementing the final district boundary map. Other tasks requested by the City Council or City staff that relate to the redistricting process.

Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

This timeline is subject to change based on ongoing changes in the date when official population data will be available and possible changes in state deadlines.

May – June	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
June – September	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.
October – January	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
January – April	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

May – June, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.



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- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any, and whether to use a commission.
- d. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- e. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- f. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

June – September, 2021: Initial Data Analysis and Initial Hearings / Forums

- g. NDC prepares total population estimates for use in initial hearings and any public mapping tools.
- h. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- i. NDC matches the demographic database to the existing election areas.
- j. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- k. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the



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existing election areas and their compliance (or possible lack thereof) with state and federal requirements.

- l. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- m. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- n. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- p. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

October – January, 2021: Draft Mapping Time

- q. 2020 Census total population counts released and California Statewide Database completes “prison adjustments” of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.
- r. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this “Still Balanced” point or to continue with a standard redistricting.
- s. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- t. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).



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- u. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- v. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- w. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- x. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- y. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – April, 2022: Map Adoption

- z. Any new or revised maps, related demographics, and summaries are posted on the project website.
- aa. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- bb. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- cc. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- dd. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.



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ee. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction’s elected leadership.

Outreach Assistance

NDC brings topical expertise to your jurisdiction’s outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We often work with, and highly recommend, Tripepi-Smith, and some information on the services they offer is included at the end of this proposal. And we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Many projects can be handled by a jurisdiction’s in-house or regular outreach and communications teams (with samples and topic expertise provided by NDC), but a number of jurisdictions seek supplemental outside communications assistance.

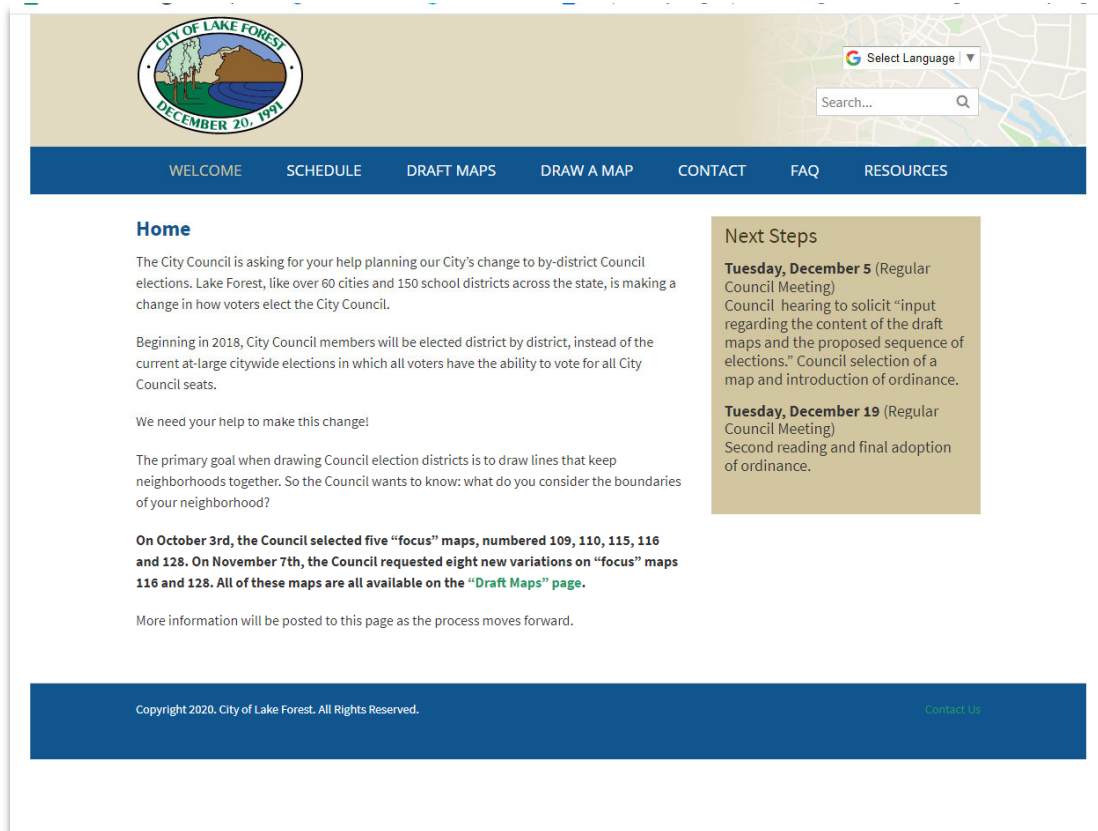
Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project



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website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).



Background on Online Mapping Tool Options

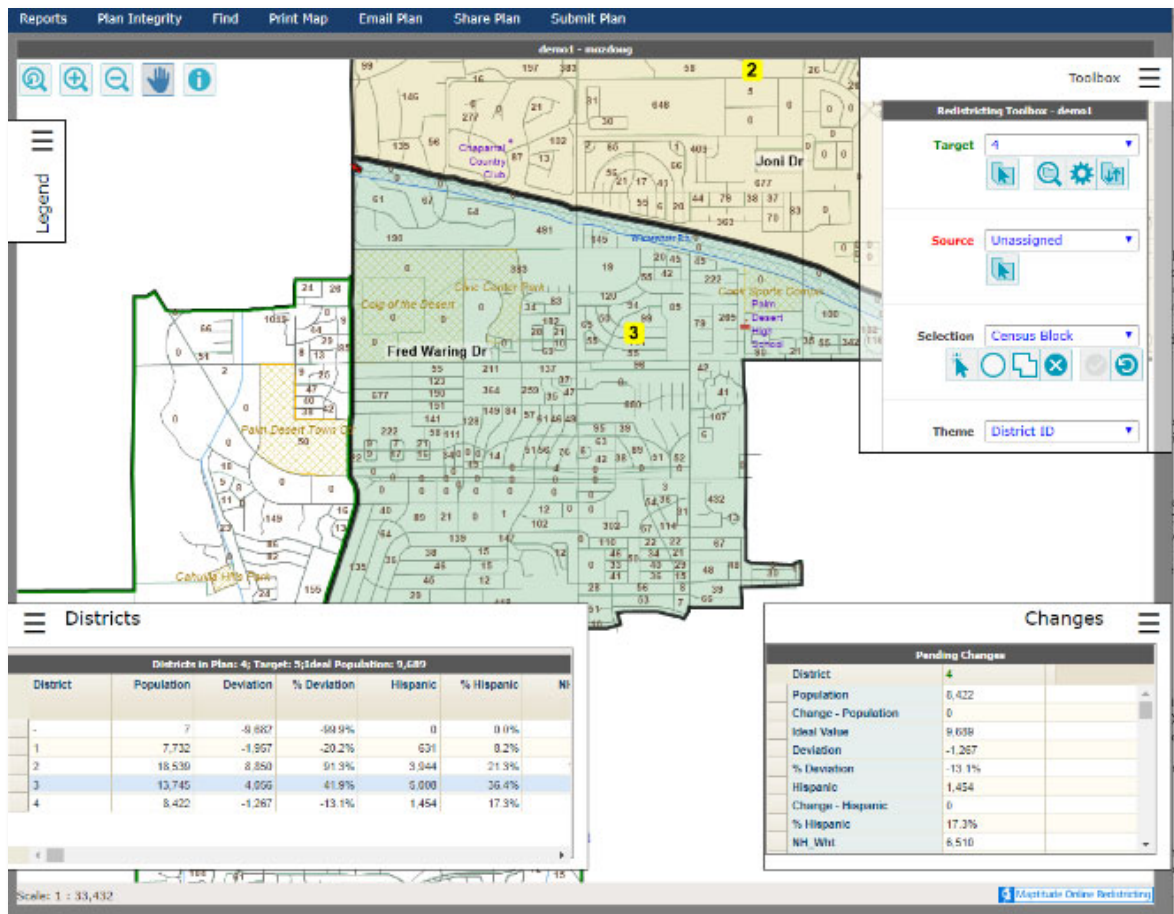
NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.



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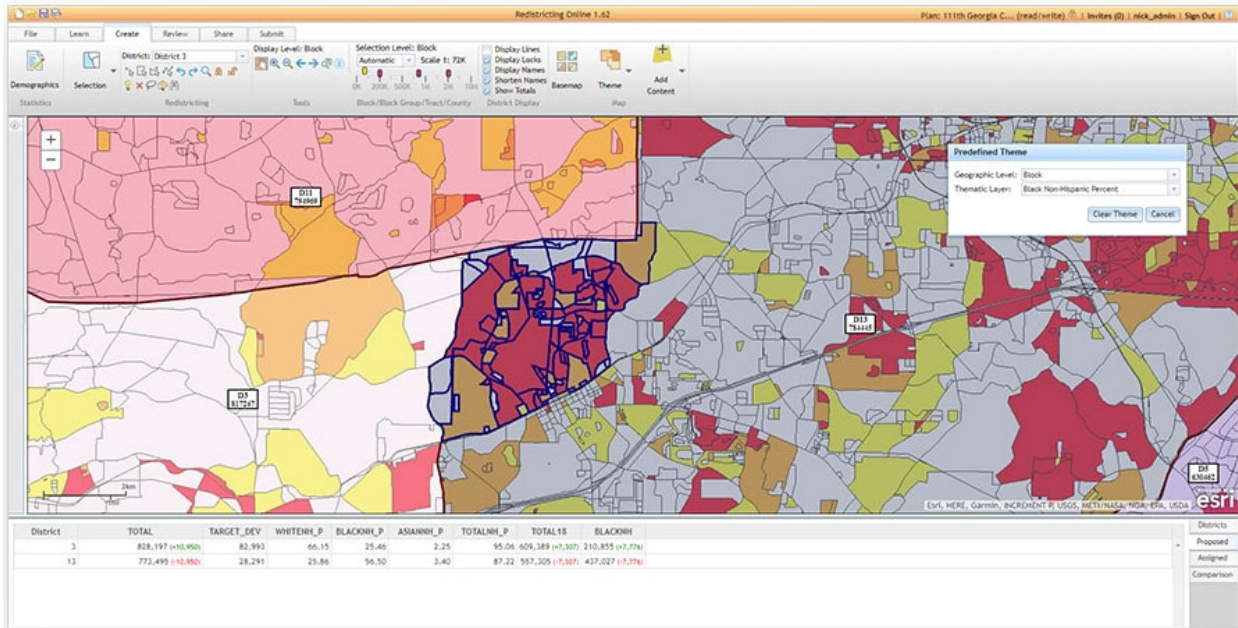
In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation's "Maptitude Online Redistricting" tool. Even with the technical challenges arising from such tools' power and flexibility, NDC's training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.





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The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.

At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our “Public Participation Kit.” Each “Kit” includes two formats.

The first, and most simple, Kit is a one-page map showing streets, city borders, and population counts for NDC-created “Population Unit” geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district. All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: <https://drawlf.org/draw-a-map/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

Public Participation Kit

Each number indicates the total population of that “population unit” area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

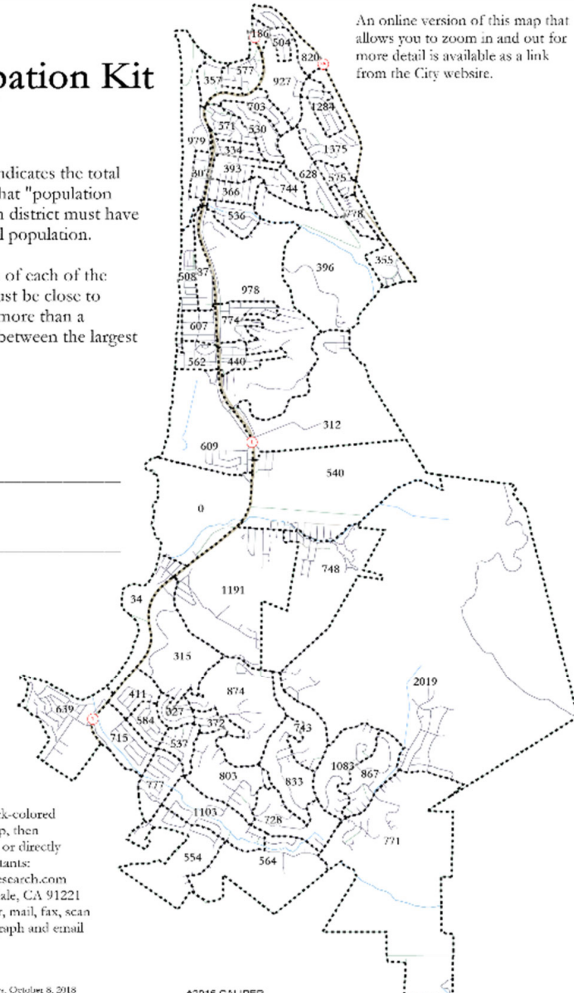
Name: _____

Phone or email: _____

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 PO Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CALIPER

An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.





8.3 Methodology

Company Philosophy

Professionalism

NDC's personnel are nationally recognized as leaders in the districting field and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to meet the districting and redistricting needs of any jurisdiction, and its personnel have unmatched experience in the line-drawing side of this work, as well as in developing the databases used for these purposes. But more important are the firm's interpersonal skills and the team's understanding of the perspective of all parties in this process.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the project. NDC shares its experience and expertise, but the final plan is selected by the jurisdiction's elected leaders, not NDC. The firm is sometimes criticized, usually by people from outside of the client jurisdiction, for not acting as an advocate or proselytizer for what these outsiders think is "right" for the client. But NDC team members are expert advisors, not proselytizers. NDC guides our clients through the process to a map that meets all legal requirements and the goals of our client – not the goals of



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outside critics. NDC welcomes the chance to assist each client through this process following the direction of the jurisdiction's elected leadership, key staff members, and the entire community.

A common question in many redistricting projects is whether there is any influence of any improper political bias on the process. NDC's four decades of success working for jurisdictions with all-Democratic leadership, jurisdictions with all-Republican leadership, and every possible combination in between, reflects our steadfast dedication to non-partisan service. At work, each of us puts our personal political feelings aside and focuses on implementing the policy goals and directions of our clients using NDC's non-partisan, professional and expert guidance regarding the requirements and options facing each client. We believe most of our clients would be hard-pressed to guess which NDC team members are registered as independents or with any political party, and we are proud to have satisfied customers and clients whose partisan leanings (even in their non-partisan local government offices) similarly cross the entire partisan spectrum.

Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Public Engagement

NDC pioneered the "transparent districting" approach that involves the public at every stage of the process and the company invented the "public participation kit" back in 1990. But NDC's most valuable service is the firm's experience transforming often contentious and passionate debates into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

NDC's approach has been widely praised in the media, and NDC has worked extensively with all types of press including radio, television, newspaper, and new media.



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Project Software

NDC uses Caliper Corporation's Maptitude for Redistricting software for processing public map submissions and drawing NDC's draft maps and Board-directed revisions. Maptitude for Redistricting can open and use the standard "Shapefile" and "File Geodatabase" GIS data formats, and Maptitude for Redistricting can export all files to "Shapefile" and "File Geodatabase" formats.

NDC uses ESRI's ArcGIS Online to present those maps for Board, Staff and Public review in an easy-to-use, interactive format. NDC also uses ArcGIS Pro for some specialized Geographic Information System (GIS) analysis; for opening and reviewing data received from clients or from other jurisdictions; and when needed for final map post-adoption processing for delivery to the jurisdiction and to the County Registrar. Microsoft PowerPoint is also used for many presentations, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

NDC Approach to Public Engagement

The Three E's of Public Participation: Engage, Educate, and Empower

NDC's "Three E's" approach recognizes the complex and daunting nature of districting and redistricting projects, while emphasizing the importance of public participation in such projects.

Given the complexity of the issue, the public cannot be expected to jump in with constructive ideas and input without encouragement. So NDC's approach begins with the first "E": **Engage**. NDC works with our clients to get the word out about why the project matters – and how input from residents can be a decisive element of the project.

Once their interest is engaged, the second "E" is **Educate**. Most media coverage of this topic focuses on congressional gerrymandering, giving the entire field a tainted and hopeless feel. NDC works with our clients to explain how local districting and redistricting is based on neighborhoods and communities – not national politics. We educate the public on the data, requirements and goals of redistricting, and on the many options residents have to formulate and share their own maps or other constructive input.

The third "E" is **Empower**. For those projects where the level of public interest and engagement justify the expense, NDC offers an unmatched array of paper, Excel-based, and online mapping tools that residents can use to draw detailed, population-balanced maps for consideration by the jurisdiction.



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When included in a project, NDC has seen considerable public interest in these optional public participation tools. Often five, ten or even twenty or thirty draft maps are proposed by community residents. And NDC developed a highly refined and proven methodology for efficiently guiding our clients through selecting and refining a map, even when starting from 10, 20, 30 or more initial draft maps.

For those jurisdictions where the expense of the optional mapping tools is too high, NDC always welcomes any letters, comments, or hand-drawn maps that residents wish to submit during the districting or redistricting process.

For every project, at no extra expense, NDC includes an online “interactive review map” that allows residents to analyze draft maps zooming in and out, searching for specific addresses, and by changing between street maps, satellite images, and other underlying base maps.

Samples of these tools are shown on the following pages, and additional details on each of them appears later in this proposal.

Sample Public Participation Mapping Tool

Public Participation Kit

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
Submission@NDCresearch.com
PO Box 5271, Glendale, CA 91221
You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

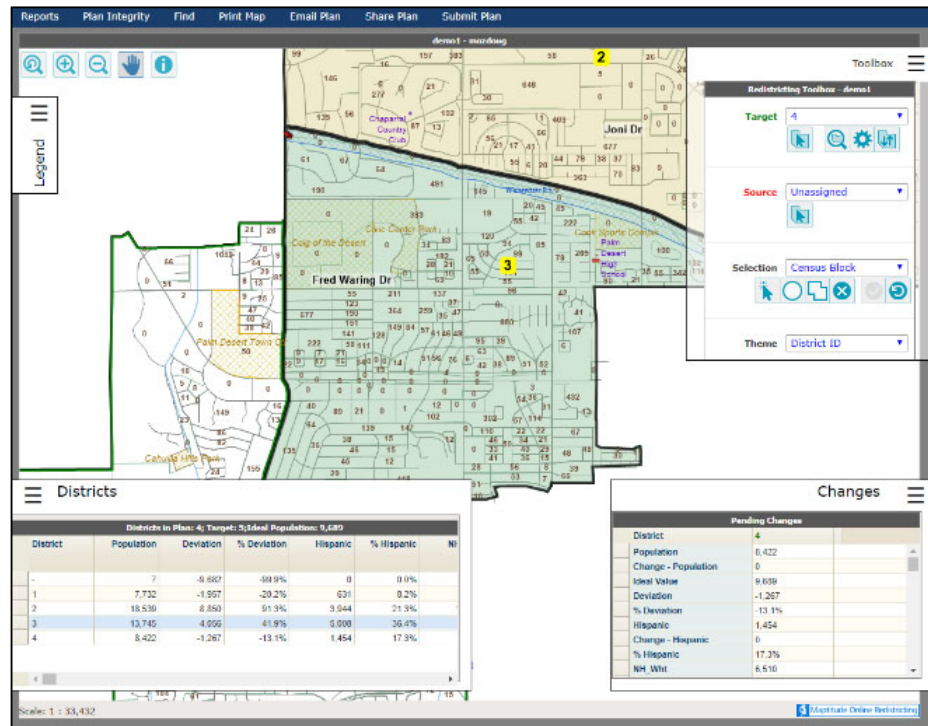
National Demographics Corporation, October 8, 2018 #2016 CALIPER

An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

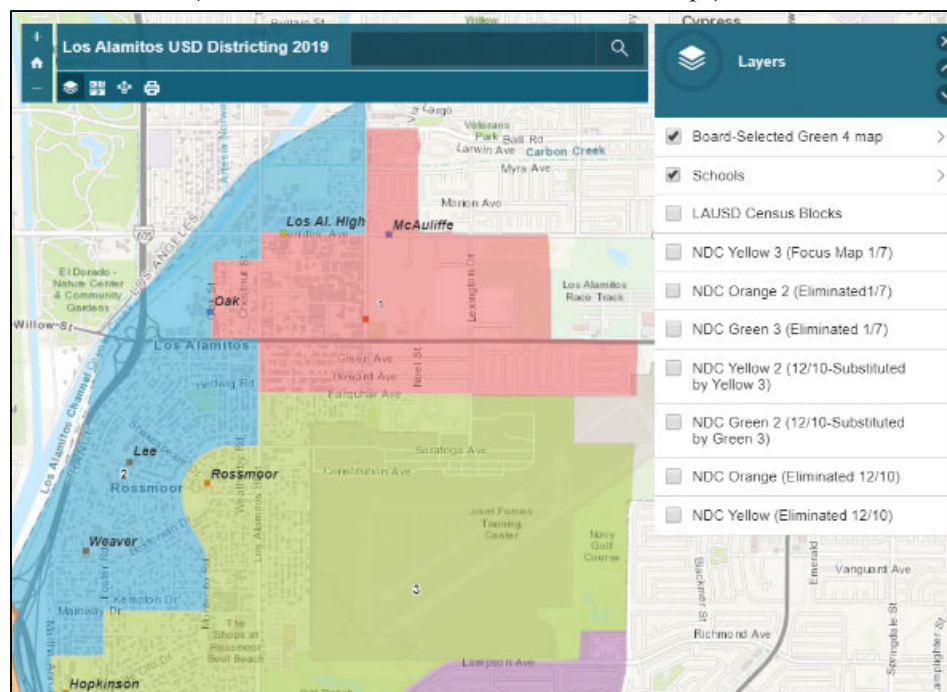


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Sample Online Mapping Tool



Sample NDC “Interactive Review Map” (used to view and evaluate, not to draw, maps)





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The NDC Team

NDC's 40 years of service to local governments is grounded in our academic founding and decades of professional relationships with all forms of local governments. Each NDC team member has been extensively trained in the legal requirements, demographic details, and complicated personal and community interests involved in every districting and redistricting project. And every NDC team member has been briefed on the wide range of unusual and bizarre challenges NDC has encountered over our more than 250 successfully completed local government projects. Whatever question or situation arises, your NDC team can handle it.

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas. All team members resumes are available on www.ndcresearch.com/about-us/.

NDC Current Organization Chart

NDC President	Douglas Johnson, Ph.D.
NDC Vice President	Justin Levitt, Ph.D.
Senior Consultants	Shalice Tilton Robert McEntire, Ed.D. Jeff Tilton, Ed.D.
Consultants	Kristen Parks Daniel Phillips, Ph.D. Shannon Kelly Jeff Simonetti Todd Tatum Ivy Beller Sakansky Douglas Yoakam
Records Manager	Michele Lewis



Recognition of NDC's Expertise

Both national and local organizations have recognized NDC's unmatched experience and expertise in the Census, districting, and redistricting.

National Recognition

Nationally, the National Conference of State Legislatures hosted NDC as a panelist at five different forums held for state legislators and legislative staff from across the country. NDC President Douglas Johnson addressed these forums on the following topics:

1. *Citizen Voting Age Data from a line-drawer's viewpoint*
2. *Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)*
3. *The Key to Successful Redistricting*
4. *Communities of Interest In Redistricting: A Practical Guide*
5. *The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting*

In addition:

- The National League of Women Voters hosted NDC President Douglas Johnson at a 2006 conference on “Building a National Redistricting Reform Movement,”
- Texas Tech University hosted Dr. Johnson as a panelist at its “Symposium on Redistricting;”
- The Arizona League of Cities and Towns hosted Dr. Johnson as a panelist on “Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011” and
- The Arizona Bar Association hosted Dr. Johnson as a panelist on “Communities of interest and technology in redistricting.”

California League of Cities Recognition

The California League of Cities hosted NDC as panelists over a dozen times to date:

General Meeting panel: 2006 and 2015
Executive Forum panel: 2018 and 2020
City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
City Manager Department panel: 2015 and 2019
City Attorney Department panel: 2018



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Inland Empire Chapter presentation: 2016

South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

Other California organizations and conferences since 2011 recognizing NDC's expertise in this field include:

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	"Voice of San Diego" Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act
2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments
2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process



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2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act
2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know
2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer's Perspective
2011	Channel Cities Club	Lunch Keynote: "California's next experiment: independent, public redistricting"

Advisor to Charter Review Commissions on Redistricting Provisions

NDC advised the following groups on the redistricting and voting rights provisions of their charter revisions and ordinances:

2016	City of El Cajon charter revision and public education outreach
2015/16	Castaic Lake Water Agency and Newhall County Water District merger
2015/16	City of Corona Charter Revision
2011/12	Pasadena Unified advisor to Charter Revision Commission creating a redistricting commission and moving District to by-district elections
2009/10	City of Menifee advisor to by-district-elections ordinance language committee
2006-08	City of Modesto advisor to Charter Revision Commission creating an independent redistricting commission and public education outreach
2003	City of Goleta ordinance writing and public education outreach



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Expert Witness and Litigation Consultant

NDC President Douglas Johnson served as an expert witness in the following election and redistricting law cases:

2020	Chestnut v Merrill (Alabama)
2019	City of Redondo Beach vs State of California
2019	Ruiz-Lozito vs West Contra Costa Unified School District
2019	Common Cause v Lewis (North Carolina)
2018	Phillip Randolph Institute v Smith (Ohio)
2018	League et al. v. Johnson (Michigan)
2017	Luna v County of Kern
2018	Covington v State of North Carolina
2016	Garrett v City of Highland
2015	Jamarillo v City of Fullerton
2015	Harris vs Arizona Independent Redistricting Commission
2015	Solis v Santa Clarita Community College District
2015	Jauregui et al vs City of Palmdale
2014	Diego v City of Whittier

NDC Staff also served as litigation consultants for jurisdictions in the following California Voting Rights Act cases:

1. Anaheim
2. Carson
3. Compton
4. Escondido
5. Modesto
6. Poway
7. Santa Clarita
8. Whittier
9. Santa Clarita Community College District
10. Tulare Health Care District

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 “FAIR MAPS Act” in 2019.

NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020.

NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California’s State-level Independent Redistricting Commission.



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NDC President Douglas Johnson at Governor Schwarzenegger's press conference in support of redistricting reform.



(Left to right: Assembly Democratic Legislator John Laird, USC Senior Fellow Dan Schnur, Greenlining Institute representative (name unknown), AARP President Jeannine English, NDC President Douglas Johnson, Governor Arnold Schwarzenegger, League of Women Voters Senior Director Trudy Schafer, State Senate Republican Bill Leonard, League of Women Voters President Jacqueline Jacobberger, and three unidentified men).

NDC Testimonials

Here is a sampling of what people have to say about NDC:

“Our decision to work with National Demographics came out of our extraordinary city-wide success in 2015 with their work designing the original districts. I think anyone who participated in that process realized that the technical solutions they created opened access to literally dozens of people creating their own maps and it created a vibrant process.”

Santa Barbara City Attorney Ariel Calonne

“Here's a great expert. . . . today you bring him in for what sounds like good information, very smart man up here.”

United States Fourth District Court Judge James A Wynn, *Covington v North Carolina*, United States District Court for the Middle District of North Carolina, Case No. 1:15CV399



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“I have worked on Congressional, Legislative, Los Angeles County and Los Angeles City redistricting maps on behalf of the Latino Caucus and grassroots Latino organizations for over 30 years. Douglas Johnson is one of the top redistricting experts in California, and he is who I would pick to draw a map for me anywhere in the state.”

Alan Clayton, retired Executive Director of the Los Angeles County Chicano Employees Association

“The excel spreadsheet is a fantastic tool. Just plug in the letter by district and on the tab see a running total of population by assigned district. It's cool.”

Modesto resident's comment, June 16, 2008

“One of the first, and in retrospect one of the best, decisions made by our commission was to hire Douglas Johnson and his colleagues at National Demographics Corporation as our primary consultants. I have never had the opportunity to work with a more highly qualified, hard-working, dedicated, professional and classy individual or group than Mr. Johnson and his associates at NDC.”

Jim Huntwork, Arizona Independent Redistricting Commissioner (Republican)

“In addition to his technical expertise, Doug had a keen sense of how to help us navigate the complexities of the process. He understands redistricting better than any person I know. He has a unique ability to synthesize that which is very complicated and make it very understandable for the public. He frequently would present various options, without representing any position, clearly delineating differences and challenges of each option in a clear and succinct manner.”

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)

“It was a great pleasure to work with Doug Johnson and NDC during the first Independent redistricting effort in Arizona. Doug and his staff were professional, efficient, responsive, and even-handed. They listened very carefully to the instructions given by the commission and performed each mapping task without bias of any kind. I would highly recommend NDC to any jurisdiction, or commission, wishing to have a successful redistricting process.”

Steven W. Lynn, Chair, Arizona Independent Redistricting Commission (Independent)



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“Thank you for all of your hard work, assistance, and patience with me during this year of CVRA conversion to by-area trustee elections. Your continual reassurance and support in dealing with all of the details was sincerely appreciated. We all have jobs to do, but when working with all of you I felt that you always went the extra mile to support our District with excellent customer service. The multiple revisions, extra conference calls, and follow up suggestions made a difference to Scott, Linda, and me. I personally enjoyed joking around with each of you while remaining professional in all presentations. It was a pleasure working with all of you. “

Jennifer Williams, Ed. D., Fullerton Joint Union High School District,
Executive Director Administrative Services

“Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census.”

Ted W. Lieu, Member of Congress, California 33rd District.



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Impeccable References

All of NDC's former clients – without exception – can be contacted for references. The following is only a sample of references:

Mr. Graham Mitchell. City Manager. City of El Cajon. 200 Civic Center Way. El Cajon. CA 92020. (619) 441-1716. GMitchell@cityofelcajon.us.

Mr. Jason Stilwell. City Manager. City of Santa Maria. 110 E. Cook Street. Santa Maria. CA 93454-5190. (805) 925-0951 ext. 2200. jstilwell@cityofsantamaria.org.

Mr. Marcus Walton. Communications Director. West Contra Costa Unified. 1108 Bissell Ave., Room 211-215. Richmond, CA 94801. 510-205-3092. mwalton@wccusd.net.

Mr. Jonathan Vasquez. Superintendent. Los Nietos School District. 8324 S. Westman Ave., Whittier, CA 90606. (562) 692-0271 Ext. 3212 jonathan_vasquez@lnsd.net.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

Mr. James Atencio. Assistant City Attorney. City of Richmond. 450 Civic Center Plaza. Richmond, CA 94804. 510-620-6509. James_Atencio@ci.richmond.ca.us.

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.



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8.4 Fee Schedule

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses): \$ 29,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

a) Project website \$ 6,500

b) Public mapping tool options:

- ESRI Redistricting *
- Caliper-centered system including all elements below \$ 18,500
 - “Maptitude Online Redistricting” (MOR)
 - Tuft University’s “DistrictR” (a simple neighborhood mapping tool)
 - Public Participation Kit paper- and Excel-based mapping tool

c) DistrictR without MOR or ESRI \$ 7,500

d) Public Participation Kit mapping tool without MOR or ESRI..... \$ 5,500

e) Working with independent or advisory redistricting
commission no additional charge

f) Additional outreach assistance.....separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.

Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.



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Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt).....	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical.....	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

Requested Payment terms:

NDC requests that the “Still Balanced” project fee be paid at the start of the project; that the difference between the “Still Balanced” fee and half of the “Basic Project Elements” be paid once the decision to update the district lines is made; and the balance of the project costs be paid at the conclusion of the project.

Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California’s new “Fair Maps” law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision.

Includes all the services listed below: \$ 8,500

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.

“Still Balanced” optional project elements and per-meeting expenses

Meeting attendance and optional project elements are not included in the “minimal change” project base fee. If requested, NDC team members participate in “minimal change” project hearings or forums at the same “per meeting” expenses, and optional project elements are provided at the same prices listed for a standard project in the previous section of this proposal.



8.4 Excluded or Subcontracted Services

NDC’s proposal does not exclude any requested services.

All primary project tasks are performed by NDC. The only subcontracted services are optional project elements:

NDC website: Tripepi Smith provides website hosting and initial website setup of NDC-provided websites (jurisdictions can also build the website in-house, or contract directly with Tripepi Smith – or subcontract Tripepi Smith through NDC – for a more elaborate online and social media outreach campaign).

Software and hosting are subcontracted to the software provider for the project public mapping tool online options: Caliper “Maptitude Online Redistricting,” ESRI’s online redistricting tool, and DistrictR.

8.5 List of Projects Conducted

The following is a list of NDC’s local government districting and redistricting projects over the last twenty years – and the list does not include our new 2021 clients. The 368 projects listed below include seven counties; over 125 cities; over 130 school districts, 13 community college districts, and more than two dozen special districts of various kinds.

Alhambra	Bonsall Union	Carson
Alpine Union Elementary	Elementary	Caruthers
Alta Irrigation	Borrego Springs Unified	Caruthers Unified
Alta Vista	Brea-Orinda Unified	Castaic Elementary
Anaheim	Buckeye	Cathedral City
Antelope Valley	Buena Park	Cayucas
Community College	Buena Park Elementary	Centinela Valley
Apple Valley	Burton Elementary	Central Arizona College
Apple Valley Fire	Cabrillo Unified	Central Sanitary
Arcadia	Cajon Valley Union	Central Unified
Arizona Independent	Elementary	Centralia Elementary
Redistricting	Calistoga Joint Unified	Ceres
Commission	Camarillo	Chino
Atwater	Campbell	Chino Hills
Bakersfield City Schools	Campbell Union High	Chula Vista Elementary
Banning	Capistrano Unified	Citrus Heights
Barstow	Cardiff Elementary	Citrus Heights Water
Barstow Community	Carlsbad	Claremont
College	Carlsbad Unified	Claremont Unified
Barstow Unified	Carpinteria Sanitary	Clay Joint Elementary
Bellflower	District	Clovis Unified
Big Bear Lake	Carpinteria Valley Water	Coalinga Healthcare



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Coalinga-Huron Unified	Folsom Cordova Unified	Jurupa Valley
Coast Community	Fontana	Kerman Unified
College	Fowler Unified	Kern Union High
Coastside County Water	Fresno County Office of	Keyes Union
Compton	Education	King City
Corona	Fresno Irrigation	Kings Canyon Unified
Coronado Unified	Fresno Unified	School District
Covina Valley Unified	Fullerton	Kings River
Cuesta	Fullerton Joint Union	Conservation District
Cypress Elementary	High	Kings River Elementary
Dana Point	Gilroy Unified	Kingsburg
Dehesa Elementary	Glendale Community	Kingsburg Elementary
Del Mar Union	College	Charter
Elementary	Glendale Unified	Kingsburg Joint Union
Desert Healthcare	Glendora	High
Dinuba Unified	Glendora Unified	La Mesa-Spring Valley
Duarte	Golden Plains Schools	La Mirada
East Whittier CSD	Goleta	Lake Arrowhead CSD
Eastern Sierra Unified	Goleta Sanitary District	Lake Elsinore
Eastside Union	Goleta Valley Water	Lake Forest
Elementary	Greenfield	Lakeside Union
Eastvale	Greenfield Union	Elementary
El Cajon	Grossmont Healthcare	Lakewood
El Monte High	Grossmont Union High	Lancaster City
El Tejon Unified	Grossmont-Cuyamaca	Elementary
Elk Grove	Community College	Lawndale Elementary
Elk Grove Unified	Guadalupe Union	Le Grand Union
Encinitas	Half Moon Bay	Elementary
Encinitas Union	Hemet	Lemon Grove
Elementary	Hermosa Beach	Elementary
Escalon Unified	Elementary	Lemoore
Escondido	Hesperia	Leucadia Wastewater
Escondido Union	Hi Desert Water	Lincoln
Elementary	Highland	Lindsay Unified
Escondido Union High	Hughson Unified	Little Lake City Schools
Exeter High	Imperial Beach	Lodi
Exeter Union Elementary	Imperial Irrigation	Lompoc
Exeter Union High	District	Los Alamitos
Fairfield	Indio	Los Alamitos Unified
Fairfield-Suisun Unified	Inglewood Unified	Los Banos
Fallbrook Regional	Irvine Unified	Los Nietos Elementary
Health	Jamul-Dulzura Union	Lowell Joint Union
Fallbrook Union	Elementary	Lucia Mar
Elementary	Joshua Basin Water	Madera
Fallbrook Union High	Julian Union Elementary	Madera Unified
Firebaugh	Julian Union High	Magnolia Elementary
Firebaugh-Las Deltas	Jurupa Community	Martinez
Joint Unified	Service District	Meniffee



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Menlo Park
Merced City
County
Merced City Elementary
Merced Union High
Mesa
MiraCosta Community
College
Modesto
Modesto City Schools
Modoc Unified
Mojave Water Agency
Monson-Sultana Joint
Union Elementary
Monterey Airport
Monterey Park
Moorpark
Moreno Valley
Morgan Hill
Morgan Hill Unified
Morongo Unified
Mountain Empire
Unified
Murrieta
Napa
Napa Valley Unified
National Elementary
New Jerusalem School
District
Newhall Elementary
Newman-Crows Landing
Unified
Novato
Oak Grove Elementary
Oakland
Oceanside Unified
Ojai
Ontario
Orange
Oxnard
Pacific Union
Pacifica
Palm Desert
Palm Springs
Palmdale
Palmdale Water
Palo Verde Elementary

Palomar Community
College
Palomar Healthcare
Panama-Buena Vista
Union Elementary
Parlier
Pasadena
Pasadena Unified
Paso Robles
Patterson
Peoria
Perris Union High
Pixley Union Elementary
Placentia
Placentia Yorba Linda
Pleasant Valley Parks &
Rec
Pleasant View
Pomona Unified
Porterville
Porterville Unified
Poway
Poway Unified
Ramona Unified
Rancho Cordova Unified
Rancho Cucamonga
Rancho Santa Fe
Elementary
Rancho Santiago
Community College
Redlands
Redwood City
Reedley
Richland School District
Richland Union
Elementary
Riverbank
Riverbank Unified
Riverdale Unified
Rohnert Park
Rosedale Elementary
Roseville
Rowland Water
Salida Union
San Benito High
San Bernardino County
San Bernardino Water
San Diego City

San Diego County
San Diego Community
College
San Diego County Office
of Education
San Dieguito Union High
San Jacinto Unified
San Joaquin County
Office of Education
San Juan Capistrano
San Juan Unified
San Luis Obispo County
(Cuesta) Community
College
San Luis Obispo County
Office of Education
San Marcos
San Marcos Unified
San Mateo County
San Miguel Fire
Protection District
San Pasqual Union
Elementary
San Rafael
San Rafael City Schools
San Ysidro Elementary
Sanger
Santa Barbara
Santa Clara Valley Water
Santa Clarita
Santa Clarita Valley
Water
Santa Cruz City
Santa Cruz City Schools
Santa Maria
Santa Maria Airport
Santa Rosa
Santee
Santee Elementary
Selma
Selma Unified
Sequoia Union High
Sierra Community
College
Simi Valley
Simi Valley Unified
Solana Beach
Solana Beach Elementary



National Demographics Corporation

South Bay Union	Tulare City Elementary	Warner Unified
South Coast Water	Tulare County Office of	Wasco
South Pasadena	Education	Washington Colony
South San Francisco	Tulare Joint Union High	Elementary
South San Francisco	Tulare Regional Health	Washington Unified
Unified	Care District	Washington Union
Southwestern	Tulelake Basin	Waterford Union
Spencer Valley	Tuolumne County Office	Weaver Union
Elementary	of Education	Elementary
Stanton	Turlock	West Covina
Stockton	Turlock Unified	West Fresno Elementary
Strathmore Union	Tustin Unified	West Valley Water
Elementary	Twentynine Palms	Western Municipal Water
Sulphur Springs	Twin Rivers Unified	Westminster
Elementary	Union City	Westside Community
Sundale Union	Upper San Gabriel Valley	Health Care District
Elementary	Water	Whittier
Sunnyvale	Vallecitos Elementary	Whittier City Schools
Surprise	Vallejo	Whittier Union High
Sweetwater Union High	Valley Center Pauma	Wildomar
Tehachapi	Unified	Winton Water
Temecula	Valley Sanitation	Woodlake Unified
Three Valleys Municipal	Ventura City	Woodlake Union
Water	Visalia	Yucaipa
Torrance	Visalia Unified	Yucca Valley
Torrance Unified	Vista	Yuma County
Tri-City Healthcare	Vista Unified	
Tulare City	Walnut Valley Water	

9. Campaign Contributions

Neither NDC nor any of its principals have made any campaign contributions to any West Covina current or past officeholders.

Conclusion

Since its founding NDC has been the nation's preeminent company devoted to local election systems. To summarize:

- NDC has more experience in the field of municipal political election systems than any other company.
- NDC's experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.



National Demographics Corporation

- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of over 350 local government maps adopted through NDC-managed districting and redistricting projects.

NDC takes pride in tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal.

NDC looks forward to the opportunity to work with you on this project.



National Demographics Corporation

Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation

For West Covina

Douglas Johnson, President

Date

Date

Appendix

Douglas Mark Johnson

P.O. Box 5271
Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: "Independent Redistricting Commissions: Hopes and Lessons Learned."
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor "Let the public help draw voting districts," October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
 "A neighbor's help on redistricting" June 24, 2007.
 "A Trojan horse primary for the GOP" February 25, 2007.
 "Where a porn palace stood" (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: "The Poison Handshake" June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: "Californios For Fair Representation" and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: "The California Voting Rights Act: What Board Members Must Know." December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials' Reception and Dinner, "The California Voting Rights Act," January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: "Opportunity to Engage Residents: The California Voting Rights Act." January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: "Whose Line Is It Anyway: Making the transition from at-large to by-district elections." September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

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Glendale, CA 91221
jlevitt@NDCresearch.com

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fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*: 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences” Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

“Political Change in the Central Valley”. Paper Presented at the Western Political Science Association conference, Las Vegas, NV., 2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013



Jeff Simonetti

Employment

National Demographics Corporation, Consultant, 2020 to present
Capitol Core Group, Senior Vice President, 2016 to present
The Kosmont Companies, Vice President, 2014 to 2016
Stratecon, Inc. Research Analyst, 2013 to 2017
Building Industry Association Baldy View Chapter, Senior Vice President of Government Affairs, 2005 to 2012

Education

Boston University, Master of Business Administration, 2014
Claremont McKenna College, Bachelor of Arts, 2005

Research

Student Manager at the Rose Institute of State and Local Government, 2005
Kosmont Cost of Doing Business Survey Manager, at the Rose Institute of State and Local Government, 2004 to 2005
Research analyst at the Harvard Kennedy School's Harvard Project on American Indian Economic Development, 2003 and 2005

Publications

Editing Assistant for The State of Native Nations, a book published by the Harvard Project on American Indian Economic Development in 2008
Regular Blogger for Stratecon's Journal of Water and "Hydrowonk" blog
Ridgecrest Daily Independent, "Update Provided on Imported Water Goal," May 22, 2019.
Ridgecrest Daily Independent, "Imported Water Options Presented to IWV Groundwater Authority," August 17, 2018.
Long Beach Press Telegram, "California Cities Adopt Landscaping Rules in Water Conservation Effort," January 10, 2010.
Inland Valley Daily Bulletin, "Apartment, Condo Construction Permits Take Jump During May," July 1, 2011.

Speaker or Panelist

Association of Defense Communities, February 2020 related to infrastructure and economic development to support US defense communities
Various panels and public forums as consultant for the Economic Development Element of the Fontana General Plan Update, 2015



Todd Tatum

Employment

Consultant, National Demographics Corporation, 2020 – present
Senior Advisor, Capitol Core Group, Inc., 2018 – present
Vice President and Chief Financial Officer, American Housing Group, Inc., 2001 – 2018
Vice President of Operations, Tatum Development Group, 1990 – 2001
Vice President of Operations, Narcissa Homes, 1989 - 1990
Legislative Assistant, U.S. Representative Joseph Kennedy, 1987 – 1989

Education

Harvard University, Bachelor of Arts Degree Candidate, Government Major 1983-1986
Victor Valley College-General Studies, 1980-1982
Apple Valley High School, 1980

Community Engagement

Board of Directors of the Building Industry Association's Baldy View Region, 2003 – 2014
President, Building Industry Association's Baldy View Region, 2006 – 2010
Board Member, Mojave Desert Resource Conservation District, 2002 – 2004
Board Member, San Bernardino County Fair Board, 2001 – 2011
Regional Director, California Democratic Party, 2004 – 2008
Chairman, San Bernardino County Democratic Central Committee, 2000 – 2004
Treasurer, San Bernardino County Democratic Central Committee, 1996 – 2000
Member, San Bernardino County Democratic Central Committee, 1994 – 1996



Redistricting with Tripepi Smith

By-district elections are becoming increasingly common in local government agencies throughout California. The California Voting Rights Act, passed in 2001, was the impetus for much of this change. Today, more than 300 local government agencies have districts of some form, and the number continues to rise as local government agencies are compelled to settle lawsuits or avoid legal battles.

About Tripepi Smith and Our Redistricting Team

Tripepi Smith is a team of 23 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Tripepi Smith offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (public policy versus graphic design versus videography versus writing versus social media, for example).

Tripepi Smith is experienced in helping local governments execute community education and outreach initiatives for district formation and redistricting processes. We have worked extensively with agencies on their district public forums, created districting information portals and organized a [conference on local redistricting](#) for nearly 200 local government practitioners.

The combined talent of our policy experts, in-house design team and videographers delivers professional communications that make our clients proud and better inform the public about this complex process. Tripepi Smith has the skills and experience to help local governments implement successful outreach strategies for district formation and redistricting outreach. The team's skills and certifications range from excellent written communication skills to Tableau for data analytics to Google Ads to event planning and project management.

Tripepi Smith Redistricting Services

California State law has identified outreach as a core component of the redistricting process. The Tripepi Smith team can provide jurisdictions with some or all of the following services:

Project Management

Tripepi Smith can facilitate all project calls for this engagement and create a living agenda to manage the efforts and timing between the demographer, legal counsel, City and Tripepi Smith from the beginning of the outreach process to the map adoption.

In-Person Meetings

If possible with COVID-19 limitations, Tripepi Smith can coordinate with City staff to identify venues and dates to host in-person workshops and meetings to seek public feedback on new district lines and provide information on map-drawing tools. Tripepi Smith can devise an agenda, facilitate discussions, document community feedback and promote positive engagement around the process. Additionally, Tripepi Smith can provide graphic design services to create bilingual PowerPoint decks for the presentations and flyers for attendees. We can coordinate simultaneous translation with local partners.

Tripepi Smith can also facilitate recording the meetings and provide videos, with any relevant slides interspersed and closed captions. These videos would likely fulfill the requirement to post a summary of the meeting.

Virtual Meetings

Tripepi Smith can also coordinate and facilitate virtual meetings and workshops to seek public feedback and educate residents on map-drawing tools. Tripepi Smith can also work with City staff to promote the meetings and to leverage our identified outreach and advertising work to promote meeting participation. Our videographers can process recordings of the meetings to fulfill posting requirements.

Press Release/News Article for Website

Tripepi Smith can draft press releases on the jurisdiction's redistricting efforts and manage media relations to promote each step in the redistricting process reaches local and broad-reaching media.

Creation and Updates to Bilingual Redistricting Website

Tripepi Smith can create and maintain a bilingual redistricting website or subpages in coordination with the demographer. The website/pages would include resources for the community, including all required information about meetings and draft maps.

Social Media Support

Tripepi Smith can create bilingual copy and graphics for social media posts about the redistricting process, as well as boost posts (paid advertising) on Facebook and Instagram to help spread the word about meetings and solicit public commentary.

Get in touch with Tripepi Smith President Ryder Todd Smith
(626.536.2173 | Ryder@TripepiSmith.com) to start planning.



BEAR

DEMOGRAPHICS & RESEARCH

City of
WEST COVINA

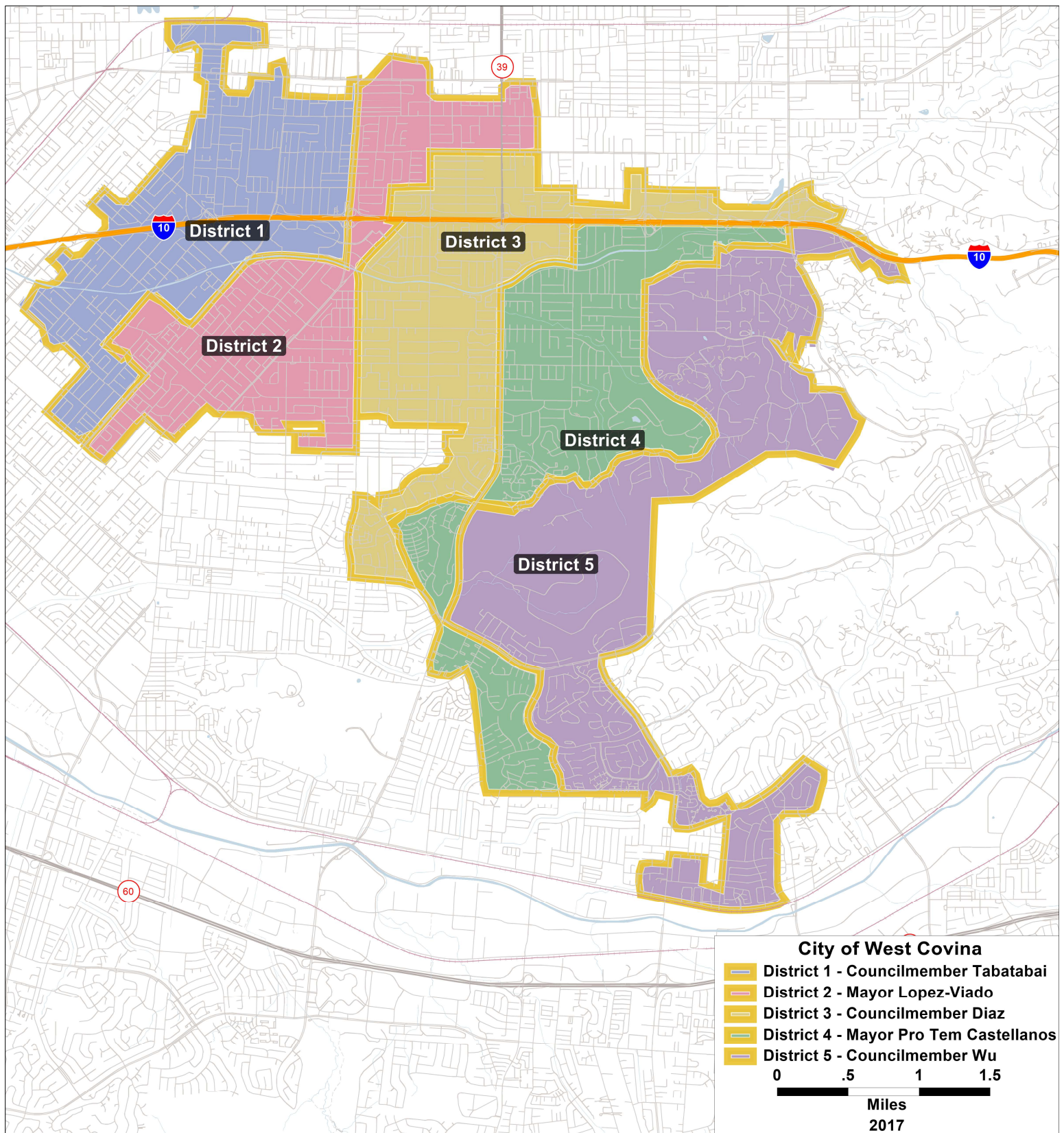
Professional Redistricting Consultant Services
RFP #12-001

PROPOSAL

May 24, 2021

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May 24, 2021

The Honorable Lisa Sherrick
City Clerk
City of West Covina
1444 W. Garvey Avenue S. #317
West Covina, CA 91790

RE: PROFESSIONAL REDISTRICTING CONSULTANT SERVICES RFP #12-001

Dear Madame City Clerk:

Please accept this submitted proposal as an indication of our genuine and sincere interest to serve as the consultants for the 2021-22 City of West Covina redistricting process. As noted in the proposal, I have served in leadership positions on several projects in the past, including the forthcoming 2021 LAUSD, 2022 City of Alhambra, and 2022 Chino Basin Water Conservation District maps. My colleague David Ely, owner of Compass Demographics, is a key collaborator on this proposal and has worked on district formation, redistricting, and census-related projects since the 1980s. We have also partnered with Tizoc DeAztlan, President of DeAztlan Consulting, who will be focused on the outreach services, including leading the multi-lingual public community engagement process. Lastly, our team includes partners in the law firm of Olson Remcho, Robin Johansen, Thomas A. Willis, and Kristen Mah Rogers.

The team's approach to redistricting is one of collaboration, working with, and taking direction from the Mayor and City Council to develop a plan of action that is structured and meets the objectives, criteria, and timeline developed and adopted by the City. Our key objective is to maximize public participation under the direction of the Mayor and City Council in compliance with the California FAIR MAPS Act (AB 849 and AB1276), while providing the entire spectrum of possibilities and options to the City of West Covina within the legal parameters of redistricting – as the Mayor and City Council deliberate toward a draft and final map. Please do not hesitate to contact us if you need any further information. Thank you for your time and consideration.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Andrew J. Westall".

Andrew J. Westall
Principal & Owner

Section 2 – Project Summary

Having served several different jurisdictions in a similar capacity with over 100 years of combined experience in the redistricting process, the team is poised to approach this project with a determined structure and timeline that fully develops all of the City's abilities and opportunities to maximize public input, while delivering the expert guidance, technical reports, and tasks necessary to complete the Mayor and City Council's work in a non-partisan and transparent manner. Although the 2020 Census PL 94-171 data will not be released until August/September 2021, the City of West Covina will have enough time to meet the state legal deadline of April 17, 2022 to implement new City Council districts for the November 2022 Municipal Election. General objectives include:

- Collaborating, working with, and taking direction from the Mayor and City Council to develop a plan of action that is structured and meets the objectives, criteria, and timeline developed and adopted by the City in coordination with the City Attorney's Office and City staff.
- Providing the entire spectrum of technical and geographic possibilities and options to the City within the legal parameters of redistricting.
- Maintaining flexibility, efficiency and nimbleness to ensure all deadlines are met consistently and within budget.
- Continuous and open lines of communication with the City Attorney's Office, City staff, the Mayor and City Council, and members of the public (at the direction of the City). This can be achieved by email, phone, virtual online meeting, or in-person.

With respect to analytical resources and quantitative capabilities, the project team uses Maptitude for Redistricting by the Caliper Corporation, as well as has expertise in ESRI ArcGIS, Adobe Acrobat, Microsoft Access, Excel, Word, PowerPoint, and SQL and OCB database platforms. With respect to databases, the firm has access to Census data going back to the 1990 Census including all sets of PL 94-171 data, as well as American Community Survey data and historical statewide elections data (1990-) on the Statewide Database hosted by UC Berkeley. The firm also has the ability to purchase commercially available databases if requested and reimbursed by the City of West Covina.

The official Census data set for use by the City of West Covina from the State of California is anticipated to be released no later than 30 days after the release of the 2020 Census PL 94-171 data, allowing the Mayor and City Council to begin looking at 2020 Census results in September 2021. As of this date, the Census Bureau is anticipating releasing 2020 Census data in the "legacy format" in late August 2021. Our technical capabilities will provide the legacy format in the 2020 Census geography format within days of release, as this is the same work Mr. Ely conducted for the Statewide Database in the last two redistricting cycles. That being said, the City should refrain from releasing any draft maps to the public until the official data set released by the State of California becomes available, currently anticipated on Sept. 23, 2021. This data will include the reallocated prison population data to the inmate's point of origin as of April 1, 2020 as required by state law (AB 420 (Davis, 2011), AB 849, and AB 1276) for the redistricting process.

As outlined in the Methodology Section, the proposed Outreach program consists of three major phases – educational workshops, pre-draft map public input hearings, and post-draft/pre-final map public input hearings. Each phase contemplates two to three public hearings at each step of the process, conducted in the evenings and/or weekends. All written outreach materials and handouts will be translated into the required languages, as well as have live translation available upon request or as required by the City at each meeting. Our project team has the ability to provide written and live translation (see costs options) if needed by the City. All input gathered from the public will be provided in report summaries for review by the City staff and Mayor and City Council.

Lastly, if in-person public input hearings are conducted, we would need the City's assistance in securing facilities for the meetings, as well as live translation unless negotiated. It should also be noted that the project team has always met our deadlines, and have never gone over budget with respect to a redistricting process.

Section 3 - Methodology

Below is a standard methodology for the City process that serves as a baseline of the many steps necessary to complete the City's work with plenty of time for the Registrar of Voters to begin the redrawing of voter precinct boundaries prior to the 2022 Election cycle, essential for the City to satisfy its desired timeline.

1. Work with the City Attorney's Office and City staff to finalize and gain staff approval of consultant-developed training materials and presentation on redistricting.
5 hours – Project Manager
2. Work with the City Attorney's Office and City staff to identify all scope of work written tasks that shall be translated into Spanish, Mandarin, Cantonese, Tagalog and any other languages. All written translation will be conducted at the City's cost unless otherwise negotiated (see cost options). All materials that require translation shall be submitted to City staff or the requisite vendor at least seven business days in advance of publication.
2 hours – Project Manager
3. First Public Hearing – Train the Mayor and City Council during a regular meeting on the redistricting process, federal Voting Rights Act, California Voting Rights Act, California FAIR MAPS Act, and all other applicable state and federal election laws.
5 hours – Project Manager, Technical Director
4. Create a user-friendly digital interface that allows the Mayor and City Council, and members of the public to draw their own district boundaries. The program will also guide the user in complying with all applicable laws and requirements to the extent practicable.
20 hours – Project Manager, Technical Director
5. Work with the City Attorney's Office and City staff to finalize and gain staff approval of the digital interface for public distribution available as a link on the City's website.
5 hours – Project Manager, Technical Director
6. Work with the City Attorney's Office and City staff to finalize and gain approval of public training workshop materials and presentation of the digital interface.
5 hours – Project Manager, Technical Director
7. Second Public Hearing - Present digital interface and public workshop presentation to the Mayor and City Council during a regular meeting, including redistricting process updates and updated digital interface presentation.
5 hours – Project Manager, Technical Director
8. Conduct outreach and provide training workshops to the public (e.g., evenings and weekends) on redistricting and the digital interface in an objective, non-partisan informational manner. Verbal translation for training workshops and written materials will be provided by the City as required by state and federal law or otherwise negotiated.
30 hours – Outreach Director
9. Conduct three public input hearings (e.g., evenings and weekends) to the public on

redistricting in an objective, non-partisan informational manner. Verbal translation for input hearings and written materials will be provided by the City as required by state and federal law or otherwise negotiated.

30 hours – Outreach Director

10. Upon receipt of the 2020 Census and PL 94-171 data, work with the City Attorney's Office and City staff to finalize and provide data summary and geographic files in standard map and data formats (e.g. ArcGIS, Maptitude, MapInfo, .DBF, etc.) for public distribution with downloadable files available on the City's website. This shall include updating the approved digital interface.

15 hours – Project Manager, Technical Director

11. Analyze whether the 2020 Census data requires modifications to the City Council districts and report the findings to the City Attorney's Office and City staff.

5 hours – Project Manager, Technical Director

12. Work with the City Attorney's Office and City staff to finalize and gain staff approval of consultant-developed 2020 Census materials and presentation.

5 hours – Project Manager

13. Third Public Hearing - Present 2020 Census findings to the Mayor and City Council during a regular meeting, including process updates and updated digital interface presentation.

5 hours – Project Manager, Technical Director

14. Evaluate draft maps prepared by the the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts, including all other applicable laws, and share findings with the City Attorney's Office and City staff.

10 hours – Project Manager, Technical Director

15. Work with the City Attorney's Office and City staff to finalize and gain staff approval of a written summary of all public input submitted at the public input hearings, in writing, as a proposed map, or during other Mayor and City Council conducted comment periods prior to the release of a draft map.

5 hours – Project Manager

16. Propose new district boundaries to the City Attorney's Office and City staff based on feedback provided by the community and criteria set by the Mayor and City Council that are population balanced and satisfy the requirements of federal, state, and local laws.

10 hours – Project Manager, Technical Director

17. Work with the City Attorney's Office and City staff to finalize and gain staff approval of the proposed initial draft maps and accompanying technical report for public release and presentation to the Mayor and City Council.

5 hours – Project Manager

18. Fourth Public Hearing - Present staff recommended initial draft maps and accompanying

technical report to the Mayor and City Council during a regular meeting, along with submitted proposed maps analysis. Proposed draft maps and technical report will be published seven days in advance in accordance with the California FAIR MAPS Act.

5 hours – Project Manager, Technical Director

19. Conduct outreach and up to three additional public input hearings under the supervision on the initial draft maps. Verbal translation for input hearings and written materials will be provided by the City as required by state and federal law or otherwise negotiated.

20-30 hours – Outreach Director

20. Make modifications to the initial draft maps based on input from the Mayor and City Council and the community in coordination with the City Attorney's Office and City staff.

10 hours – Project Manager, Technical Director

21. Work with the City Attorney's Office and City staff to finalize and gain staff approval of revised final draft map and accompanying technical and written reports summarizing all public input on the proposed initial draft maps.

5 hours – Project Manager

22. Fifth Public Hearing - Present consultant recommended, and City Attorney's Office and City staff approved, revised final draft map and accompanying technical report to the Mayor and City Council along with public comment and analysis of all available public input. Proposed revised final draft map and technical report will be published seven days in advance in accordance with the California FAIR MAPS Act.

5 hours – Project Manager, Technical Director

23. Sixth Public Hearing - Adoption of final map and ordinance by the Mayor and City Council at a regular meeting. Proposed final map and technical report will be published seven days in advance in accordance with the California FAIR MAPS Act.

5 hours – Project Manager, Technical Director

24. Assist the Mayor and City Council, City Attorney's Office, and City staff in all facets of implementing the final district boundary map, including all deliverables needed for the Registrar of Voters to implement new voter precinct boundaries and City Clerk archives.

10 hours – Technical Director

25. Actively participate in all meetings and public hearings scheduled by the Mayor and City Council that address the redistricting process in accordance with local public health rules and orders. The team is located in Southern California and is available to participate or meet in person as required.

TBD

26. Provide additional Census, PL 94-171, Statewide Database, and American Community Survey demographic data upon request as practicable during the term of the contract. all facets of implementing the final district boundary map.

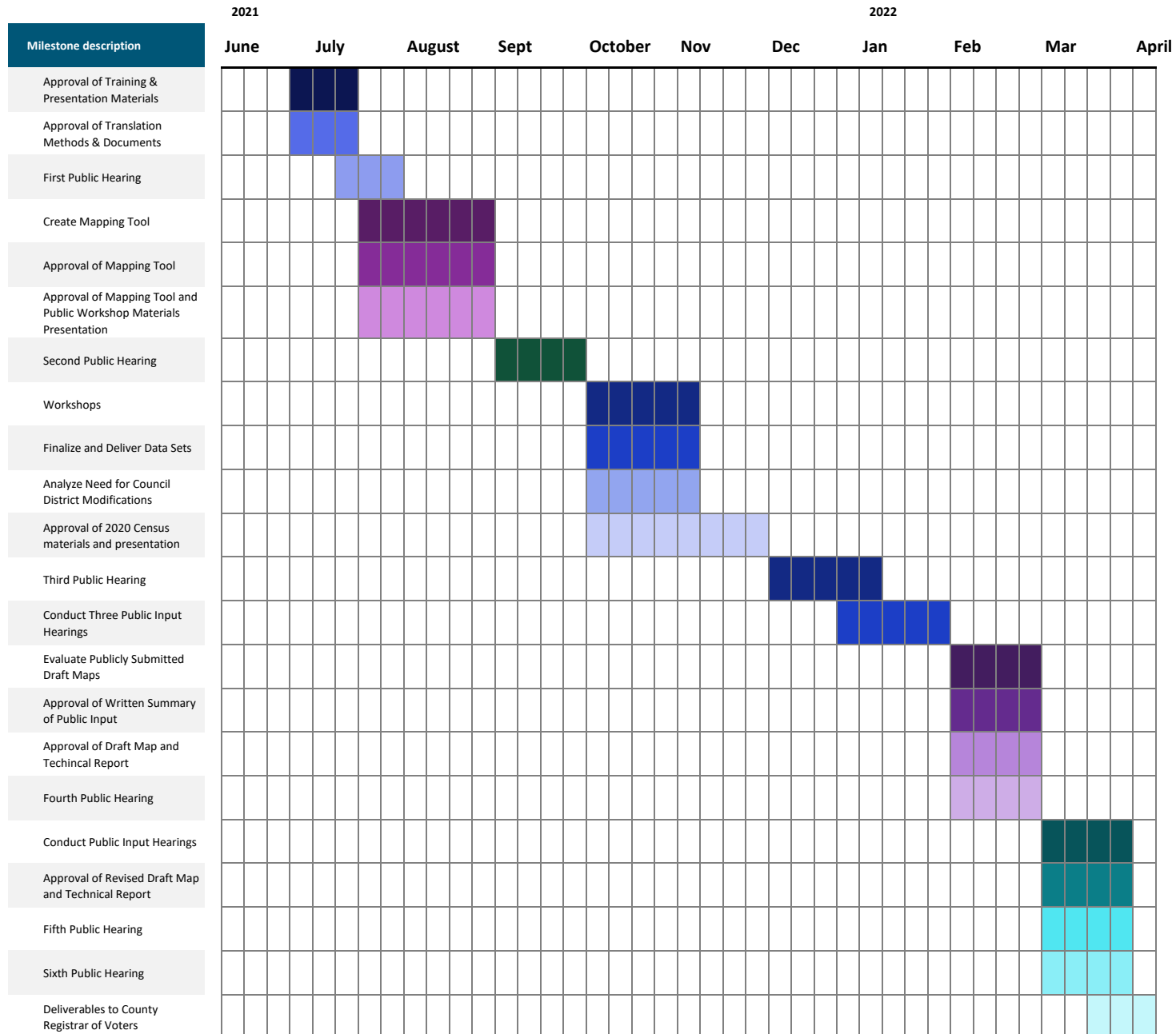
TBD

2021-22 City Council Redistricting - City of West Covina

Bear Demographics and Research LLC

Andrew J. Westall - Project Manager

Project Start Date: June 28, 2021



Attachment B

Fee Schedule

The Cost Proposal listed below is all-inclusive of the work and costs that the project team will undertake. The only exception to this proposal is the translation of documents into Spanish, Mandarin, Cantonese, Tagalog and any other required languages, and the team would be happy to work with City staff to ensure such translation occurs in a timely manner as outlined in the proposal. Typically, this can be accomplished quickly by dovetailing on an existing County of Los Angeles or City of West Covina contract. The project team can provide several options as well, including translation services and developing and maintaining the City's redistricting website as a separate site from the City's current website.

We look forward to discussing this proposal further with you. Once again, thank you for your time and consideration.

Cost of Services

\$42,500	Demographer, Technical, Mapping Consulting (including meeting attendance)
\$20,000	Full-Service Outreach Services
\$10,000	User-friendly online Mapping Tool
=====	
\$72,500	Total Cost of Bid Proposal (not to exceed)

Optional Services

\$ 5,000	Website Development and Maintenance (if separate from City website)
\$45-50	Written Translation (per page depending on the language)
\$49-75/hr	Live Translation (depending on the language - 2 hour minimum)
\$65 each	Live Translation Transmitter (per language)
\$10-12 each	Live Translation Headsets (quantity discount over 20)

Additional Services

\$475 per hour for redistricting law counsel (as needed and not included in lump sum)
\$250 per hour for additional demographic/mapping/technical services not within the scope of the contract.

\$175 per hour for additional outreach services not within the scope of the contract.

\$300 per hour for redistricting/demographic legal expert witness analysis/testimony after the expiration of the contract.

Hourly Rates by Classification

Project Manager	\$250 per hour
Technical Director	\$250 per hour
Outreach Director	\$175 per hour
Redistricting Law Counsel	\$475 per hour (as needed and not included in lump sum)

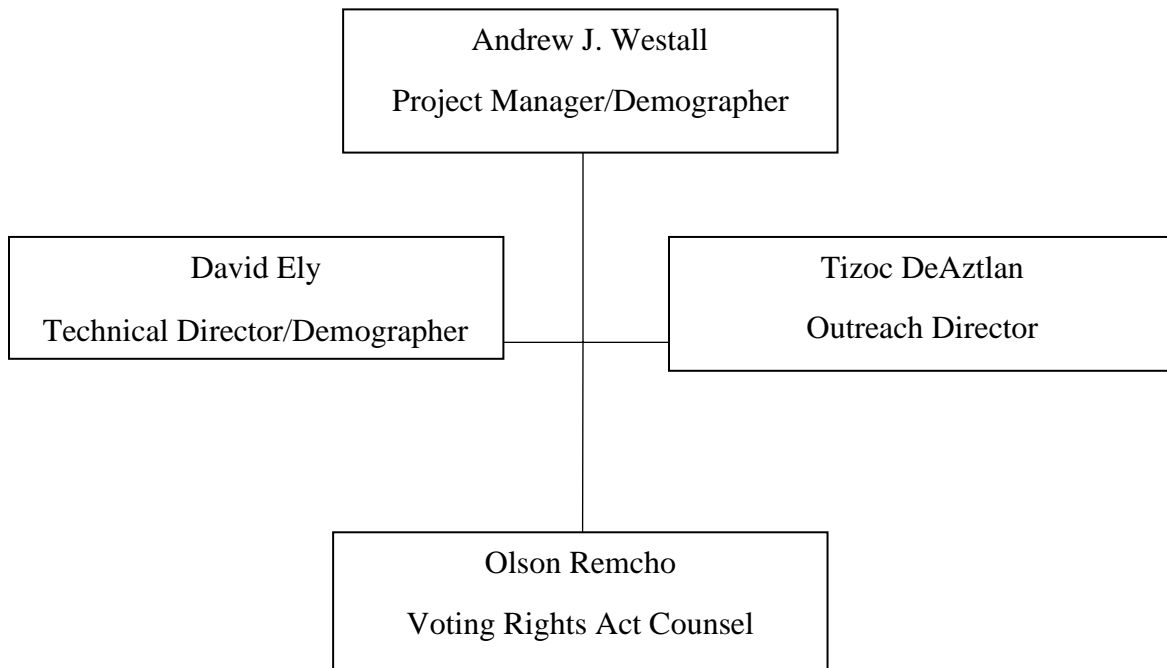
Section 5 – Excluded or Subcontracted Services

FIRM DESCRIPTION

Bear Demographics & Research LLC
10061 Riverside Drive, #144
Toluca Lake, CA 91602
Andrew Westall, Principal & Owner
323.708.2478
ajwestall@gmail.com

After more than two decades in the public sector, Andrew Westall opened a new firm, Bear Demographics & Research LLC (BDR), in 2021 that specializes in redistricting, demographics, public policy consulting, and local ballot measures. BDR has teamed up with seasoned experts and subcontractors in the fields of redistricting, demography, and outreach, including: David Ely of Compass Demographics who has specialized in redistricting for more than three decades; Tizoc DeAztlan of DeAztlan Consulting who has specialized in public and community outreach for nearly two decades; and Olson Remcho, a legal firm headquartered in the City of Sacramento with offices in Oakland and Long Beach, and three partners who are arguably the best redistricting legal experts in the State of California and the United States. The offices of BDR are located in the Toluca Lake neighborhood of the City of Los Angeles as indicated. The firm has no current employees. No services are excluded from the Scope of Work. Current redistricting clients include the Los Angeles Unified School District, the City of Los Angeles, the City of Alhambra, the Chino Basin Water Conservation District, and the Equal Representation Project.

Organizational Chart and Project Team



TEAM MEMBERS

ANDREW J. WESTALL

Mr. Westall has been involved in the redistricting process at the local and state level in the State of California since the late 1990s under the initial tutelage of UCLA's Dr. Leobardo Estrada, a renowned national expert on ethnic and racial demographic trends, particularly in the Latino/a/x community; and Dr. J. Eugene Grigsby III, a renowned social justice advocate and current President & CEO of the National Healthcare Foundation. During this time, Mr. Westall authored the publication "Reapportionment, Redistricting and the Latino Community: 2000 and Beyond" for the NALEO Educational Fund as his master's thesis. The publication was distributed to hundreds of Latino/a/x elected and appointed officials from across the United States at the 2000 NALEO Educational Fund National Conference in Denver, Colorado.

As a staff member to then-Speaker of the Assembly Robert M. Hertzberg, Andrew Westall worked with Assembly consultants (including Mr. David Ely) out of Caltech to build the data sets for the Statewide Database and the 2001 redistricting process, prior to the drafting of plans. He drew 43 of the 80 State Assembly seats in the adopted 2001 California State Assembly map, as well as several draft plans for State Senate and Congressional District maps. Mr. Westall's state experience also includes expert affidavits and testimony during the successful State Supreme Court litigation process with respect to the State Senate district boundaries after the plan was approved. Throughout his tenure with the California State Assembly, Mr. Westall also participated in the technical development and creation of the 2000, 2002, 2003, and 2004 State Elections data sets that also reside on the Statewide Database website.

In 2001-02, Andrew Westall served as the Technical Director for both of the appointed Commissions that recommended the LAUSD and City Council maps to the Los Angeles City Council. During this time, Mr. Westall built the data sets used by each Commission, as well as worked with Commissioners on several draft plans, the final recommended plan, and all associated technical reports.

In 2011-12, Andrew Westall served as the Executive Director for the Los Angeles City Council Redistricting Commission. During this time, Mr. Westall was also the line drawer for the Central Basin Municipal Water District (as a subcontractor to DeAztlan Consulting), as well as provided pro-bono line drawing and analysis for the Los Angeles County Federation of Labor with respect to the 2011 California Citizens Redistricting Commission process.

From 2018 to the present, Mr. Westall has provided expert testimony and affidavits on behalf of the City of Los Angeles and the State of California with respect to the 2020 Census in successful litigation, including on the issue of adding a question regarding citizenship and the attempt to remove non-citizens from the PL 94-171 database that will be forthcoming by the U.S. Census Bureau on September. Bear Demographics & Research LLC serve as redistricting consultants to the LAUSD, Equal Representation Project, City of Los Angeles, City of Alhambra, and the Chino Basin Water Conservation District. Mr. Westall's resume is attached.

Total Number of Similar Projects: 10

Length of Time in Business/Redistricting Experience: 5 months/24 years

DAVID ELY

Mr. Ely is the Founder and President of Compass Demographics, a consulting and database management firm specializing in projects involving Census and Election Data. Mr. Ely has extensive experience in the management of redistricting projects, the analysis of voting behavior, and demographic analysis.

David Ely has served as an expert and testified on behalf of numerous jurisdictions in the United States as well as private plaintiffs in numerous cases involving voting rights and districting issues, and his opinions have been cited and relied on in multiple legal opinions. He has also served as a consultant and expert on behalf of defendant jurisdictions in voting rights litigation challenging election systems or districts. Mr. Ely has also served as a consultant to construct databases, draw district lines or prepare presentation maps and reports for the many jurisdictions in conducting their normal redistricting. These have included statewide congressional and legislative redistricting in California, as well as a variety of County Boards, City Councils, School Boards, Water Districts, Regional Transit Boards and others following the 1990, 2000, and 2010 Census.

Mr. Ely's most recent clients in the State of California include the City of Fullerton, the City of Garden Grove, the City of Carson, the City of Coalinga, the City of Richmond, and the City of Malibu. Mr. Ely's Curriculum Vitae is attached.

Total Number of Similar Projects: 50+

Length of Time in Business/Redistricting Experience: 14 years/35 years

TIZOC DEAZTLAN

Tizoc DeAztlan is the President of DeAztlan Consulting, LLC., and has spent most of his career consulting and advising Southern California government, non-profit, private, and corporate agencies. He has consulted and managed public relations, community outreach, and media campaigns at the federal, state, and local levels.

Mr. DeAztlan specializes in Latino/Spanish speaking media markets and community affairs spearheading programs on issues of water, land use, culture, health, wellness, redistricting, and education. A go-to-person for coalition building and partnership creation, Tizoc maintains a consistent and measured community-centered approach. His adeptness at understanding all angles and creating the best option forward has led to a long track record of success for his clients.

Mr. DeAztlan understands that while there are traditional outreach methods that must be utilized, each community is unique and as such his multi-lingual team must be adaptive to provide access to each resident regardless of language and technical capabilities.

Tizoc has consulted on redistricting for the California Latino Legislative Caucus and has worked alongside municipalities and commissions to maximize community involvement to meet and or exceed all obligations established under the California Voting Rights Act and the California FAIR

MAPS Act.

Most recently, Mr. DeAztlán has led efforts to increase census participation through multi-layered public education and outreach by producing and implementing culturally competent collateral in English, Spanish, and Tagalog. Mr. DeAztlán's resume is attached.

Total Number of Similar Projects: 27

Length of Time in Business/Redistricting Experience: 11 years

OLSON REMCHO

Olson Remcho, LLP was established in 2020 by the merger of Remcho Johansen & Purcell, LLP and Olson Hagel & Fishburn LLP. Its predecessor firms have more than thirty-five years' experience advising public entities on issues involving redistricting and helping them develop redistricting plans that comply with all applicable criteria, while at the same time maximizing electoral opportunities for competing interest groups so as to minimize the likelihood of legal challenges.

Over the last three decades and decennial census cycles, Olson Remcho attorneys have advised and represented the California State Assembly, Senate, and municipalities on redistricting matters, including the drawing of municipal, legislative, and congressional districts.

Our clients include many municipalities and local agencies, whom we have advised and continue to advise on various redistricting initiatives and legislation, including the California Voting Rights Act ("CVRA"), the FAIR MAPS Act, the federal Voting Right Act and AB 1276 (2020 Cal. Stats. ch. 90), which added requirements to the local redistricting process. Our municipal redistricting practice has included advice and counseling regarding mid-decennial redistricting to convert at-large districts to CVRA-compliant districts, and our attorneys have attended public meetings to explain relevant laws and procedures and present information regarding redistricting and line-drawing. We are also experienced in defending municipal redistricting plans if they are later challenged in court. Recently, we successfully defended the City of Los Angeles's 2012 Redistricting Ordinance against a lawsuit alleging that district boundaries violated the federal and state Constitutions, and the Los Angeles City Charter. *Lee v. City of Los Angeles*, 908 F.3d 1175 (9th Cir. 2018), cert. denied, 2019 U.S. LEXIS 3748 (June 3, 2019). Other representative engagements include *City of Berkeley v. Dupuis*, Alameda County Superior Court, No. RG14720117 (2014), where Olson Remcho attorneys successfully represented the City in an effort to use the Council-approved redistricting map until a referendum election took place.

Finally, Olson Remcho attorneys have long represented one or both houses of the State Legislature on statewide redistricting matters. For example, in June of 2020, Olson Remcho attorneys filed a successful original writ in the California Supreme Court seeking relief on behalf of the State Legislature from census certification deadlines due to the current COVID-19 pandemic. *Legislature of the State of California v. Padilla*, 9 Cal. 5th 867 (2020). In the last legislatively-drawn redistricting cycle in 2001, Olson Remcho attorneys worked closely with legislators and line-drawers to draft a plan that met all of the redistricting criteria and at the same time was approved by two-thirds of the members of each house. Olson Remcho attorneys successfully defended the Legislature's plans in two separate lawsuits, one in federal court raising Voting

Rights Act and Equal Protection claims (Cano v. Davis, 211 F. Supp. 2d 1208 (C.D. Cal. 2002)) and one in state court based on the requirement to keep cities whole to the extent possible (Nadler v. Schwarzenegger, 137 Cal. App. 4th 1327 (2006)).

Our municipal redistricting clients include the following:

- City of Long Beach
- City of Danville
- City of San Ramon
- Dublin San Ramon Services District
- City of Vacaville
- City of Brentwood
- City of Concord
- City of Livermore
- Redwood City

Total Number of Current Similar Projects: 10

Length of Time in Business/Redistricting Experience: Attorneys at Olson Remcho have provided counsel on redistricting law for the last 40 years.

For each of these clients, Olson Remcho has provided comprehensive, individualized legal counsel throughout the locality's redistricting process. Our work has focused upon reviewing and advising on the municipality's redistricting process and final maps, to ensure compliance with federal, state, and local laws including the federal Voting Rights Act, the California Voting Rights Act, the California FAIR MAPS Act, and local laws including city charters.

ROBIN JOHANSEN

Robin B. Johansen is a partner with Olson Remcho. She previously co-founded the law firm of Remcho Johansen & Purcell which merged with Olson Hagel & Fishburn LLP in January 2020 to form Olson Remcho. Ms. Johansen was admitted to the California Bar in 1977 and the Bar of the District of Columbia in 1979. She is a graduate of the University of Illinois (B.A., cum laude, 1968) and Stanford Law School (J.D., 1977).

Ms. Johansen was Senior Article Editor, Stanford Law Review, Volume 29, and is the author of "The New Federalism: Toward a Principled Interpretation of the State Constitution," 29 Stanford Law Review 297, 1977 and "Searches and Seizures on Church Premises: Weighing the Privacy Rights of Religious Bodies" in Kelley, Government Intervention in Religious Affairs II.

Ms. Johansen is a member of the California Academy of Appellate Lawyers and appears on the Northern California Super Lawyers list. She served on the Board of Directors of First Place for Youth, a statewide organization serving former foster youth and on the Board of Directors of Coro Northern California. From 1992 to 1993, she was a member of the State Citizens' Commission on Ballot Initiatives, and in 1974, Ms. Johansen was a research assistant to the U.S. House of Representatives' Impeachment Inquiry staff.

Ms. Johansen has represented numerous local governmental entities on a variety of public policy issues and has worked extensively on matters involving the initiative and referendum process at both the state and local levels, and on matters of redistricting. She has also represented a broad range of clients, including the California Legislature, the State Superintendent of Public Instruction and the State Controller, in public policy, school finance, and constitutional litigation in both state and federal courts.

THOMAS A. WILLIS

Thomas A. Willis is a partner specializing in election, redistricting, and campaign finance law.

He is campaign counsel for Governor Gavin Newsom and served in the same role for the previous two Democratic Governors. He also represents the California Democratic Party.

He also has advised many ballot measure committees, including the Governor's committees for Propositions 1 and 2, Airbnb's committee opposing San Francisco's Measure F, and the San Francisco Giants' committees in support of Measure D (Mission Rock).

Mr. Willis has litigated a number of important election law, redistricting and campaign finance cases, including successfully defending the California Legislature's 2011 redistricting plan. *Nadler v. Schwarzenegger*, 137 Cal. App. 4th 1327 (2006); *Cano v. Davis*, 191 F. Supp. 2d 1135 (C.D. Cal. 2001); 211 F. Supp. 2d 1208 (C.D. Cal. 2002), *aff'd*, 537 U.S. 1100 (2003). Most recently, he successfully defended in the trial and appellate court the City of Los Angeles' redistricting plan. *Lee v. City of Los Angeles*, 88 F. Supp. 3d 1140 (C.D. Cal. 2015), *aff'd* 908 F.3d 1175 (9th Cir. 2018).

His other notable cases include *McDonough v. Superior Court*, 204 Cal. App. 4th 1169 (2012) (challenge to ballot question for San Jose pension initiative); *Americans for Safe Access v. County of Alameda*, 174 Cal. App. 4th 1287 (2009) (defending county's recount procedures); *Lindelli v. Town of San Anselmo*, 111 Cal. App. 4th 1099 (2003) (contesting use of referendum for interim contract); and *People ex rel. Found. for Taxpayer & Consumer Rights v. Duque*, 105 Cal. App. 4th 259 (2003) (defending members of CPUC from quo warranto).

Mr. Willis is an expert on the California Voting Rights Act and advises a number of municipalities on compliance under the Act's requirements.

Mr. Willis also advises state and local agencies on redistricting, election law, conflicts of interest, and initiatives and referenda. Those clients have included the Governor's Office, the State Assembly, the City of Oakland, the City of Richmond, the City of Redwood City, and the San Francisco Unified School District. Mr. Willis also represents clients before the Federal Elections Commission, the California Fair Political Practices Commission, and the San Francisco Ethics Commission. He advises candidates, state and local agencies, campaign committees, initiative and referendum committees, corporations and nonprofits about these laws and the electoral process, including election procedures.

KRISTEN MAH ROGERS

Kristen Mah Rogers is a partner at Olson Remcho LLP.

Ms. Rogers represents public and private clients in litigation over election law, education funding, public policy, and constitutional issues with a focus on federal litigation. Ms. Rogers also advises clients on political and government law matters, including conflict of interest and ethics regulations. Her work has focused on counseling clients on ballot measures and referenda, including drafting statewide and local ballot initiatives, and defending such measures in subsequent litigation, as well as redistricting.


Prior to joining the firm, Ms. Rogers was a litigation associate with Farella Braun + Martel LLP, where she represented clients in high-stakes litigation in civil and criminal matters. From 2014 until mid-2015, she clerked for the Honorable Yvonne Gonzalez Rogers of the United States District Court for the Northern District of California. Before that, she was an associate in the Washington, D.C. office of Jenner & Block LLP, where she represented clients in state and federal litigation on a variety of matters, including successful election redistricting cases involving novel state constitutional questions from the trial court level through expedited State Supreme Court review.

Throughout her legal career, Ms. Rogers has pursued a diverse pro bono practice, including representing clients seeking asylum and parole, and successfully challenging a statewide voter purge. During law school, Ms. Rogers interned at the San Francisco City Attorney's Office, participated in Harvard's Trauma and Learning Policy Initiative, was a legislative history research assistant for Eloise Pasachoff on the Individuals with Disabilities Education Act, and was an editor for the Harvard Civil Rights-Civil Liberties Law Review and Harvard Law and Policy Review. Prior to law school, she taught middle school American history and English language arts as part of Teach for America.

Ms. Rogers is a graduate of University of California, Berkeley (B.A. with honors; Phi Beta Kappa), Pace University (M.S.T.), and Harvard Law School (J.D., cum laude). She was admitted to the California Bar in 2010 and the District of Columbia Bar in 2012.

Andrew Westall

 ajwestall@gmail.com

 323-708-2478

 [linkedin.com/in/andrewwestall](https://www.linkedin.com/in/andrewwestall)

Summary

Current Clients: the Los Angeles Unified School District, the City of Los Angeles, the Equal Representation Project, the City of Alhambra, and the Chino Basin Water Conservation District.

Goal: To help government and residents navigate the complexities of laws and regulations, in order to find consensus on difficult issues for the betterment of society and quality-of-life.

Expertise: Redistricting, Demographics, GIS (Mapititude and ArcGIS), Political Campaigns, and Elections/ Redistricting Law; Cannabis Regulations, Taxation, Enforcement, and Social Equity; Local Ballot Measures (e.g., Taxation, Bonds, Charter Amendments, Housing, Elections Reform, Cannabis, etc.); City Management; Planning, Land Use, Housing, Homelessness, Environment, Economic Development, Community Development, Neighborhood Services, Recreation, and Transportation policy, financing and development; Public Finance, Budgeting, Labor Relations, and Grant Funding; and Community Outreach, Diversity, Inclusion, Equity, and Intergovernmental Relations.

Experience



Principal & Owner

Bear Demographics & Research

Jan 2021 - Present (5 months +)

Specializing in redistricting, demographics, GIS (Mapititude and ArcGIS), political consulting, cannabis regulations, local ballot measures, land use/city planning, and city/county management consulting.

Current clients include the LAUSD, the City of Los Angeles, the Equal Representation Project, the UCBA, the City of Alhambra, and the Chino Basin Water Conservation District.



Deputy Chief of Staff (2012-16) and Co-Chief of Staff (2016-20)

Office of Los Angeles City Council President Herb J. Wesson, Jr.

Apr 2012 - Dec 2020 (8 years 9 months)

Co-manager and supervisor for the City Council President's personal staff of 27 employees with oversight of Council District 10 (pop. 275,000); administrator and supervisor of all discretionary funds, contracts, city planning, and public improvement approvals/projects for Council District 10; lead staff member for the Councilmember's legislative portfolio; and chief strategist for community and media response.

Lead staff member and strategist for the City Council for eight years with oversight of the management, organization, and publication of the City Council agendas three times a week, while managing teams of up to 50 employees across multiple departments on the issues of budget, revenue strategies, ballot measures, pensions, recreation and parks, environment and utilities, intergovernmental relations, public safety, cultural arts, labor, housing, planning, economic development, infrastructure, cannabis, and transportation in the City of Los Angeles.

Lead staff member for the Ad Hoc Committee on the 2028 Olympics and Paralympic Games, the Ad Hoc Committee on Police Reform, the Board of Referred Powers, and the Rules, Elections, and Intergovernmental Relations Committee chaired by the Council President; staff member for the Ad Hoc Committee on COVID-19 Recovery and Neighborhood Investment, and the Southern California Association of Governments.



Executive Director

Los Angeles City Council Redistricting Commission

Nov 2011 - Mar 2012 (5 months)

Chief Executive and Financial Officer for the City of Los Angeles' City Council redistricting process with oversight of six staff members employed and monitored twenty-seven contractors during the Commission's work; organized twenty-two public testimony hearings at various city and non-city facilities, as well as comprehensive citywide outreach with more than 5,000 attendees and 6,551 written public comments; organized 11 additional regular and special Commission meetings; and issued a 950-page report to the City Council on time and under budget.



Senior Deputy

Office of Los Angeles City Councilmember Herb J. Wesson, Jr.

Nov 2005 - Nov 2011 (6 years 1 month)

Chief strategist and manager of all planning, economic development, transportation, and housing policy recommendations, funding acquisition, and projects for Council District 10; and staff member for the Exposition Metro Line Construction Authority.

Lead staff member for the Housing, Community, and Economic Development Committee chaired by the Councilmember for six years with oversight of \$2 billion yearly in operational budgets, contracts, and construction projects by the Housing Department, Housing Authority, Community Development Department, and the Community Redevelopment Agency, including development and implementation of the Housing Element of the City's General Plan; and staff member for the Transportation Committee.



Adjunct Professor

Pasadena City College

Jan 2003 - May 2010 (7 years 5 months)

Part-time professor teaching Political Science and American Institutions with instruction to over 2,000 students. Classes taught at PCC, John Muir, Blair, Pasadena, Temple City, and San Marino High Schools.



Assistant to the Speaker

California State Assembly

Jan 2001 - Nov 2005 (4 years 11 months)

Legislative staff member for Speakers of the Assembly Robert M. Hertzberg, Herb J. Wesson, Jr., and Fabian Nuñez in the areas of electoral strategy, GIS mapping, demographics, statistics, and redistricting; demographer and analyst for State 2001 redistricting process; chief line drawer for 43 of the 80 State Assembly districts in California in 2001; drafter of alternative plans for the Board of Equalization, State Senate, and House of Representatives; provided guidance and negotiated between various state legislators and legislative caucuses with respect to final district boundaries. Participated in

the technical development and creation of the 2000, 2002, 2003, and 2004 State Elections data sets, as well as the 2001 State Redistricting data set, that reside on the Statewide Database website.



Technical Director

City of Los Angeles Redistricting Commission for the LAUSD

Nov 2001 - Apr 2002 (6 months)

Chief line drawer for the 7 LAUSD Board of Education districts, the largest independently elected school district in the United States. Submitted technical reports and developed, maintained, and updated website.



Technical Director

Los Angeles City Council Redistricting Commission

Nov 2001 - Apr 2002 (6 months)

Chief line drawer for the 15 City Council districts; organized 16 public testimony hearings in every region of the City with more than 3,000 attendees and over 5,000 written public comments; submitted technical reports and developed, maintained, and updated website.



Field Representative

Office of Speaker of the Assembly Robert M. Hertzberg

Feb 1999 - Dec 2000 (1 year 11 months)

Staff member and Speaker representative at community events, forums, meetings, and other policy discussions in the areas I staffed – transportation, the environment, water, health care, land use, and other issues affecting the San Fernando Valley; lead staffer for the summer intern program overseeing twenty-plus interns in each of two consecutive summers; database programmer and developer of filing systems, phone logs, and phone books for the Speaker.



Consultant

NALEO Educational Fund

Sep 1997 - Jun 2000 (2 years 10 months)

Chief researcher and author of publication on reapportionment and redistricting of legislative and congressional districts after the 2000 Census, emphasizing the Latino/a/x community in seven states; Presenter of publication at the 2000 National Conference in Denver, Colorado distributed to hundreds of elected and appointed officials.



President

Graduate Students Association (GSA), UCLA

May 1997 - Jun 1998 (1 year 2 months)

Chief Executive and Financial Officer for the Graduate Students Association, the official student government of approximately 10,000 graduate and professional students; elected position; author of numerous editorials (see publications); successfully advocated for the construction of new graduate student housing near campus and free ridership for students on the Santa Monica Big Blue Bus (implemented one year after graduation).

Education



University of California, Los Angeles

Master of Arts - MA, Urban Planning

1996 - 1999

Emphasis in environmental, transportation, and recreational public policy, municipal finance, city planning, demographics, GIS mapping, and redistricting.

Chief Executive and Financial Officer for the Graduate Students Association, the official student government of approximately 10,000 graduate and professional students; elected position; author of numerous editorials (e.g. civic participation/voting, public transit, pedestrian safety, etc.) and Winter 1997 Viewpoint columnist for The Daily Bruin; successfully advocated for the construction of new graduate student housing near campus and free ridership for students on the Santa Monica Big Blue Bus.



University of California, Davis

Bachelor of Arts - BA, Political Science-Public Service

1993 - 1996

Emphasis in urban, environmental, transportation, economic, and social public policy, as well as various ethnic studies disciplines (e.g. African-American, Chicana/Chicano, and Asian-American studies).

Served in leadership positions for two years as ritual officer and President of the Sigma Delta chapter of the Chi Phi Fraternity. Published an opinion-editorial in The California Aggie on racial justice.

Skills

Redistricting • Demographics • Geographic Information Systems (GIS) • City Management • Strategic Planning • Community Outreach • Public Speaking • Land Use Planning • Project Management

Honors & Awards



Award of Merit: Comprehensive Plan Award: Large Jurisdiction - APA California

2017

West Adams-Baldwin Hills-Leimert Park Community Plan and Implementing Ordinances
City of Los Angeles



Social Change and Diversity Award - APA Los Angeles

2018

Cannabis Social Equity Program - City of Los Angeles

VITA

DAVID R. ELY

Compass Demographics, Inc.

6575 N. Vista Street

San Gabriel, CA 91775

(626) 807-0719

E-mail: ely@compass-demographics.com

Employment:

2007 to present

David Ely is the president and founder of Compass Demographics, a consulting and database management firm specializing in projects involving census and election data, redistricting projects, demographic analysis, and analysis of voting behavior.

1986 to 2007

Director of Research for the Redistricting and Reapportionment practice of Pactech Data and Research, Pasadena, California. As Director of Research, Mr. Ely testified or consulted to counsel in a variety of litigation involving the configuration of election districts as well as providing database construction and redistricting consulting for numerous jurisdictions.

Education:

California Institute of Technology in Pasadena, CA with a B.S. in Social Sciences and Mechanical Engineering in 1987.

Redistricting Consulting

Activities include database construction, demographic and voter analysis, development of districting plans, public hearings and presentation of plans, technical assistance, and analysis of alternative redistricting plans.

2020 Malibu City Council District Analysis

2020 Mission Springs Water District Board District Formation

2020 Richmond City Council District Formation

2019 Compton Unified School District Trustee District Formation

2019 Carson City Council District Formation

2018 Coalinga City Council District Formation

2018 Coalinga-Huron Recreation & Parks Board Member District Formation

2017 San Marcos Unified School District Trustee Area Formation

2016 Upland City Council District Formation

2016 Costa Mesa City Council District Formation

(Redistricting Consulting, cont.)

2015 Garden Grove City Council District Formation

2015 Fullerton City Council District Formation

2014 Saugus Union School District Trustee Area Formation

2014 Whittier City Council District Formation

2014 Sulphur Springs School District Trustee Area Formation

2014 Lancaster Elementary School District Trustee Area Formation

2012 Los Angeles Unified School District Redistricting

2012 Los Angeles City Council Redistricting

2012 Pasadena Unified School Board Districting

2012 Pasadena City Council Redistricting

2011 Bay Area Rapid Transit (BART) Board Redistricting

2011 California Legislative Redistricting

2011 Los Angeles County Redistricting

2008 Ceres Unified School District Redistricting

2008 Madera Unified School District Redistricting

2008 Merced Elementary School District Redistricting

2008 Merced High School District Redistricting

2005 Hanford Joint Union High School District Redistricting

2003 Oakland City Council and Oakland Unified School Board Redistricting

2002 Los Angeles City Council Redistricting

2002 Los Angeles Unified School District Board Member Redistricting

2002 Pasadena, California, City Council Redistricting

2001 California Legislative Redistricting (Senate, Assembly, and Congressional)

2001 Los Angeles County Supervisorial Redistricting

2001 Bay Area Rapid Transit Board Member Districts Redistricting

1992 Rancho Mirage, California, City Council Redistricting

(Redistricting Consulting, cont.)

1992 Three Valleys Municipal Water District Redistricting
1992 Los Angeles Unified School Board Member Redistricting
1992 Los Angeles City Council Redistricting
1992 Pasadena, California, City Council Redistricting
1991 California Congressional Redistricting
1991 California State Assembly Redistricting
1991 Los Angeles County Board of Supervisors Redistricting
1987 City of Boston, Massachusetts Redistricting
1986 Los Angeles City Council Redistricting
1987 to 2012, California State Legislature, Redistricting Database construction

Litigation Analysis

Activities include database construction, demographic analysis, expert witness testimony, surname matching, geocoding of registered and actual voter lists, and construction of illustrative districting plans.

2000-Present Provided analysis on numerous voting rights investigations not listed.

Vaughan v. Lewisville Independent School District (2020), expert witness (Texas)

Kumar v. Frisco Independent School District (2020), expert witness (Texas)

Terrebonne Parish NAACP et al vs. Governor of Louisiana et al (2019), Special Master

Tyson v. Richardson Independent School District (2018), expert witness (Texas)

Yumori-Kaku v. City of Santa Clara (2018), expert witness (California)

Loya v. City of Santa Monica (2018), expert witness (California)

Luna v. Kern County (2017), expert witness (California)

Patino v. City of Pasadena (2015), expert witness (Texas)

Garrett v. City of Highland (2015), expert witness (California)

Ramos v. Carrollton-Farmers Branch Independent School District (2015), expert witness (Texas)

Rodriguez v. City of Grand Prairie (2015), expert witness (Texas)

(Litigation Analysis, cont.)

Rodriguez v. Grand Prairie Independent School District (2014), expert witness (Texas)
Navajo Nation v. San Juan County (2014), expert witness (Utah)

Solis v. City of Santa Clarita (2014), expert witness (California)

Jauregui v. City of Palmdale (2013), expert witness (California)

Gonzalez v. City of Compton (2012), expert witness (California)

Fabela v. City of Farmers Branch (2011), expert witness (Texas)

Benavidez v. Irving Independent School District (2008, 2013), expert witness (Texas)

Benavidez v. City of Irving (2008), expert witness (Texas)

Avitia v. Tulare Local Health Care District (2008), expert witness (California)

U.S. v. City of Euclid (2007), election data consultant (Ohio)

Bexar Metropolitan Water District (2007), election data consultant (Texas)

U.S. v. City of Springfield, Massachusetts (2006)

U.S. v. State of Missouri (2006), election data consultant

U.S. v. City of Philadelphia and Philadelphia City Commission (2006), Pennsylvania

State of Georgia v. Ashcroft, (2004) election data consultant

Gomez v. Hanford Joint Union High School District, (2004) California

Sanchez v. City of Modesto, (2004), California

Governor Gray Davis v. Kevin Shelley, (2003) data analysis and declaration (California)

U.S. v. Alamosa County, (2002), expert witness (Colorado)

Cano v. Davis, (2002), election data consultant, (California)

U.S. v. City of Lawrence, (2000), expert witness (Massachusetts)

U.S. v. City of Santa Paula, (2000) voting rights litigation (California)

U.S. v. Upper San Gabriel Valley Municipal Water District, (2000) voting rights litigation (California)

U.S. v. Passaic (2000) voting rights litigation (New Jersey)

U.S. v. City of Lawrence, (1999) voting rights litigation (Massachusetts)

David R. Ely, Vita, page 5

(Litigation Analysis, cont.)

Bonilla v. Chicago City Council (1992-1998), expert witness (Illinois)

Ruiz v. City of Santa Maria, (1992-1998), expert witness (California)

Garza v. County of Los Angeles, (1988-90), Constructed databases and designed remedial plans for Los Angeles County Supervisorial Districts

TIZOC DE AZTLAN

| 78115 Calle Estado #206, La Quinta, CA 92253
| Tizoc@DeAztlanConsulting.com
| 310-699-3201

EXPERIENCE HIGHLIGHTS

DEAZTLAN CONSULTING La Quinta, CA

President 2010 – Present

Responsible for setting and directing the strategy and vision for a full-service public relations, research, and governmental affairs firm. The use of community centered collaborations, culturally competent digital media tools, and sophisticated messaging are critical to the firm's approach. Under his direction, the firm has built and managed effective communications strategies combining traditional field operations with the most up-to-date media platforms. His bilingual team conducts surveys, public advocacy, and designs collateral including direct mail, posters, booklets, banners, as well as offers full video services from scripting to production. Maximizing the use of social media channels, Tizoc's expertise and assembled team routinely builds a new online community or grows an already existing social channel. This extended client identity is reached across multiple platforms through custom content, engagement strategies, and advertising campaigns. The team has created effective virtual meeting strategies as well as developed COVID-19 safe protocols for in-person meetings.

LOYOLA MARYMOUNT UNIVERSITY Los Angeles, CA

*Research Project Manager/Grant Acquisition and Management Specialist
2009-2010*

Generate and implement media and community outreach efforts for The Leavey Center for the Study of Los Angeles "LCSLA." Effectively promote and foster positive relationships with City, County, State, and National government, corporate, and community organizations. Advocate LCSLA's capabilities to Legislators and their staff; cultivate constructive partnerships. Develop and produce televised weekly seminars that attract elected officials and leaders. Expand the presence of LCSLA through representation at public events. Conduct Research for an integrative study on leadership and community in Los Angeles. Track and analyze public policy and legislation for studies on local health, government, transportation, education, economy, and governance. Implement existing grants including hiring and overseeing of field staff, creation of project literature, reporting to grant representative,

and write reports on expectation and progress for existing grants. Lead and manage compliance effort for grant proposals.

FORDHAM UNIVERSITY New York, NY

Development Services Coordinator 2006-2009

Served as advocate and liaison between Communications, Alumni Relations, IT and Stewardship departments; develop strategic tactical plans to improve efficiency and data integrity of University database and record systems. Directed donor acknowledgements and produced progress reports to support the \$400 million Excelsior capital campaign.

In earlier role, directed diverse marketing projects to support annual fundraising efforts; coordinated market research, monitored web site, and developed promotional material and direct mail campaigns. Spearheaded launch and execution of key marketing projects that led to notable increases in gift contributions.

NEW HORIZONS FAMILY CENTER Glendale, CA

Government Program Administrator 2004-2006

Served integral role for a progressive non-profit Development and Management team responsible for the expansion of community services to the under privileged community of Glendale; conducted prospect research and gift solicitation. Member of Grant writing and acquisition team that was successfully awarded grants from the City of Los Angeles, The County of Los Angeles, The State of California Prepared and administered budgets for city, county and state contracts. Tracked and monitored Youth Program goals to meet or exceed government grant guidelines. Tracked legislation pertinent to children and mental health organizations. Key representative for all public relations events such as galas and forums. Collaborated with local Fire, Police Departments, and School Districts to plan festivals, child health days, and other community events. Booked health and human services leadership to speak at community events, and piloted centers Higher Education for Me program. Coordinated fundraising efforts with Glendale and Los Angeles City Councils, California State Assembly, Senate Members and County Supervisors. Championed multimedia events and gained PR exposure via press releases, television, print and Internet campaigns.

RAND CORP Santa Monica, CA

Field Researcher 2000-2002

Initial group of researchers to work on the Los Angeles Family and Neighbor Study. Field research was conducted in randomly selected homes through-

out Los Angeles County to study the effects neighborhood has on a family's health, religion, economics, education, culture, and inter-family cohesiveness. Specialized in impoverished, and Spanish speaking communities. This study's data has been used for the creation of Los Angeles County health and human services public policy.

EDUCATION BACKGROUND

FORDHAM UNIVERSITY New York, NY
Bachelor of Arts, Communications and Media Studies

EXTRA CURRICULAR

RUN WITH LOS MUERTOS

Founder/Race Director

This annual day of the dead celebration was created to promote health and wellness in the Latino Community. Through varied programming including a 5k run, art show, clinics, and block party, the festivities bring together organizations, teams, and thousands of participants from around the country.

THE MOBIUS CONFERENCE

Founder/ Executive Director

A conference for thought leaders, artists, and scholars to engage, connect and share evolving topics in art, politics, and culture. The core mission of Mobius is to create spaces for dialogue amongst varied disciplines. Past conference participants have included civil rights icon Dolores Huerta, Actor Emilio Rivera, and internationally renowned Burkinabè architect Francis Kéré.

SELECT CLIENT LIST

BUILDING HEALTHY COMMUNITIES

Riverside County, CA

CALIFORNIA MEDICAL ASSOCIATION

Sacramento, CA

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Commerce, CA

CHELSEA DEVELOPMENT CORPORATION

Carlsbad, CA

CITY OF COACHELLA

Coachella, CA

CITY OF PALM SPRINGS

Palm Springs, CA

COACHELLA STAKEHOLDERS ASSOCIATION

Coachella, CA

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Palm Desert, CA

COLLEGE OF THE DESERT FOUNDATION

Palm Desert, CA

FIELD WORKS

Washington, DC

GOLDENVOICE

Los Angeles, CA

IMAGINE SCHOOLS

Riverside, CA

LOYOLA MARYMOUNT UNIVERSITY

LEAVEY CENTER FOR THE STUDY OF LOS ANGELES

Los Angeles, CA

SANDSTONE PROPERTIES

Los Angeles, CA

SOUTHWEST VOTER REGISTRATION AND EDUCATION PROJECT

Los Angeles, CA

Section 6 – List of Projects Conducted

CURRENT REDISTRICTING CLIENTS

Los Angeles Unified School District Redistricting Commission (2021)

Luis Sanchez Chair
LAUSD Redistricting Commission
City of Los Angeles
200 N. Spring Street, Room 285
Los Angeles, CA 90012
323.376.9370
luis.a.sanchez@lacity.org

City of Alhambra (2021-22)

The Honorable Lauren Myles
City Clerk
City of Alhambra
111 South First Street
Alhambra, CA 91801
626.570.5090
lmyles@cityofalhambra.org

Chino Basin Water Conservation District (2021-22)

Toyasha Sebbag
Administrative Services Manager
Chino Basin Water Conservation District
4594 San Bernardino Street
Montclair, CA 91763
909.667.4573
tsebbag@cbwcd.org

PREVIOUS CLIENTS

ANDREW J. WESTALL

California State Assembly Map (2001)

As staff member to then-Speaker of the Assembly Robert M. Hertzberg, worked with Assembly consultants out of Caltech to build the data sets for the Statewide Database and the 2001 redistricting process, prior to the drafting of plans. Line drawer for 43 of the 80 State Assembly seats in the adopted 2001 California State Assembly map, as well as several draft plans for State Senate and Congressional District maps.

State experience includes expert affidavits and testimony during the successful State Supreme Court litigation process after the State Senate plan was approved. Guest speaker for the Orange County

Business Council and the National Hispanic Caucus of State Legislators during this time.

The Honorable Robert M. Hertzberg
State Senator, District 18 and former Speaker of the Assembly (2000-2)
State Capitol, Room 313
Sacramento, CA 95814
818.371.6764
norma.zendejas@sen.ca.gov (Norma Zendejas - Executive Assistant and Scheduler)

https://statewidedatabase.org/reports/california_journal_links/assembly2001.html

Los Angeles City Council Redistricting Commission/City of Los Angeles (2001-02)

Technical Director and chief line drawer for the 15 City Council districts; organized 16 public testimony hearings in every region of the City with more than 3,000 attendees and over 5,000 written public comments; submitted technical reports and developed, maintained, and updated website. Report available upon request.

Jackie Dupont-Walker
former Vice Chair (2001-02 and 2011-12)
City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
213.494.9493
jdupontw@aol.com

<http://redistricting2011.lacity.org/PDF/LACITY/LA%20City%20Council%20Redistricting%20Commission%20Report-%20040502.pdf>

City of Los Angeles Redistricting Commission for the LAUSD/City of Los Angeles (2001-02)

Technical Director and chief line drawer for the 7 LAUSD Board of Education districts; submitted technical reports and developed, maintained, and updated website. Report available upon request.

The Honorable David Tokofsky
Board of Education Member (ret.), 5th District (1995-2007)
Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, CA 90017
213.392.3846
davidtokofsy@gmail.com

<https://clkrep.lacity.org/online/docs/2002/02-0800.PDF>

Los Angeles City Council Redistricting Commission/City of Los Angeles (2011-12)

Executive Director for the City of Los Angeles' City Council redistricting process with oversight of

six staff members employed and monitored twenty-seven contractors during the Commission's work; organized twenty-two public testimony hearings at various city and non-city facilities, as well as comprehensive citywide outreach with more than 5,000 attendees and 6,551 written public comments; organized 11 additional regular and special Commission meetings; and issued a 950-page report to the City Council on time and under budget. Report available upon request.

The Honorable Herb J. Wesson, Jr.
Los Angeles City Council President Emeritus
City Councilmember (ret.), 10th District (2005-20)
City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
323.828.8590
wessonhj10@gmail.com

<http://redistricting2011.lacity.org/PDF/LACITY/Final/FINAL%20REPORT%2003-01-12.pdf>

Elections Reform and Consolidation (Oct 2013 – Dec 2018) – Charter Amendments 1 and 2

Dr. Fernando J. Guerra
Chair (ret.), City of Los Angeles Municipal Elections Reform Commission
Loyola Marymount University
1 LMU Drive
Los Angeles, CA 90045
310.993.1440
fernando.guerra@lmu.edu

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=13-1364>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-1100-S1>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-1100-S2>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-1100-S5>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=18-1800-S1>

Proposition HHH – \$1.2 Billion Supportive Housing Bond (Apr 2015 – Dec 2020)

Miguel Santana
City Administrative Officer (ret.), City of Los Angeles
President & C.E.O., Weingart Foundation
700 South Flower Street, Suite 1900

Los Angeles, CA 90017
213.458.2386
miguelasantana2015@gmail.com

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=16-1800-S2>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=16-1800-S5>

Raise The Wage LA (Feb 2014 – Oct 2018) – Hotel Living Wage, Minimum Wage, and Airport Living Wage

Ana Guerrero
Chief of Staff
Office of Mayor Eric Garcetti City of Los Angeles
200 N. Spring Street, 3rd Floor
Los Angeles, CA 90012
213.359.8879
ana.guerrero@lacity.org

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=14-1371-S7>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=14-1371>

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&cfnumber=15-0817-S1>

DAVID ELY

County of Los Angeles (2011)

Worked with the Boundary Review Commission and County staff to design and build data sets for use with County redistricting software, as well as distribution to public, and analysis by legal team.

Laura W. Brill Outside Counsel
Kendall Brill & Kelly LLP
10100 Santa Monica Blvd., Suite 1725
Los Angeles, California 90067
310.556.2700
lbrill@kbkfirm.com

<https://lacounty.gov/government/geography-statistics/maps/>

City of Garden Grove (2015-16)

Supervised Council District Formation process, including building database; creating educational

and informational presentation materials for community meetings, Public Hearings, and online access; processing public input, producing draft maps, and creating standardized maps and reports for draft maps as well as publicly submitted district plans; and assisting City staff in the transmission of adopted plans to County election officials for implementation.

Maria Stipe
Deputy City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
714.741.5106
marias@ci.garden-grove.ca.us

<https://ggcity.org/maps/council-districts/>

City of Costa Mesa (2016)

Supervised Council District Formation process, including building database; creating educational and informational presentation materials for community meetings, Public Hearings, and online access; processing public input, producing draft maps, and creating standardized maps and reports for draft maps as well as publicly submitted district plans; and assisting City staff in the transmission of adopted plans to County election officials for implementation.

Brenda Green City Clerk
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
714.754.5221
brenda.green@coastamesaca.gov

<http://apps.costamesaca.gov/maps/VotingDistrict.html>

City of Los Angeles Demographic Analysis, 2020 Census, and Redistricting (2016-Present)

Sharon Tso
Chief Legislative Analyst City of Los Angeles
200 N Spring Street, Room 255
Los Angeles CA 90012
213.359.8867
sharon.tso@lacity.org

Compton Unified School District Board District Formation (2019)

Barrett Green
Attorney, Compton Unified School District
Littler Law Firm
2049 Century Park East, 5th Floor

Los Angeles, CA 90067-3107
310.772.7264
bgreen@littler.com

<https://www.compton.k12.ca.us/board/establishment-of-board-districts/establishment-of-board-districts>

TIZOC DEAZTLAN

California Medical Association (2011)

Consulted and provided analysis on State and Federal outcomes of redistricting efforts. Worked alongside the offices of elected officials and community advocacy groups to track testimony and provide forecasting.

David Pruitt
Former Vice President of Political and External Affairs
California Medical Association
1201 K Street, Suite 800
Sacramento, CA 95814
916.716.9511
david@davidpruittconsulting.com

Central Basin Municipal Water District (2012)

Managed outreach efforts for a District that serves 1.6 million people from 24 cities and unincorporated areas. Worked directly with the Board of Directors and staff to create a plan (subcontracted to Andrew Westall as an individual) that assured that all redistricting guidelines and timelines were met. Conducted outreach through earned media, as well as direct communication with residents, and advocacy groups. Planned, promoted, and managed bilingual community input meetings in each district.

Sharon Kumar
Deputy Board Secretary
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
323.201.5500
sharonk@centralbasin.org

City of Palm Springs (2018)

Worked with the City Council, Staff, and Voting Rights Commission to assure that residents had access to redistricting information and the ability to participate. Planned, promoted, and managed bilingual community input events that provided background and training in map creation. Produced bilingual informational material and provided in field distribution. The outreach efforts resulted in a significant increase in meeting participation as well as map and survey submittals from the Latino/a/x community.

Anthony Mejia City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
760.323.8206
anthony.mejia@palmspringsca.gov

https://www.arcgis.com/apps/webappviewer/index.html?id=d5a5a0d3eebc4dbdbf73325c3f0d61e_1

City of Palm Springs Spanish Social Media and 2020 Census (2020-2021)

Amy Blaisdell
Communications Director
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262 760.323.8250
Amy.Blaisdell@palmspringsca.gov

City of Coachella City Manager Search and Resident Outreach (2021)

The Honorable Steven Hernandez Mayor
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
760.398.3502
shernandez@coachella.org

OLSON REMCHO

Alan J. Smith, Esq.
City Attorney for the City of Watsonville
The Grunsky Law Firm
240 Westgate Drive
Watsonville, CA 95076
831.740.8881
alan.smith@cityofwatsonville.org

Harit U. Trivedi, Esq.
Los Angeles City Attorney's Office
200 N. Main Street, Room, 800
Los Angeles, CA 90012
213.978.7100
harit.trivedi@lacity.org

Damien B. Brower, Esq.
City Attorney for the City of Brentwood

Office of the City Attorney
150 City Park Way Brentwood, CA 94513
925.516.5320
dbrower@brentwoodca.gov

Susanne M. Brown, Esq.
City Attorney for the City of Concord
Office of the City Attorney
1950 Parkside Drive
Concord, CA 94519
925.671.3160
susanne.brown@cityofconcord.org

Martin Lysons, Esq.
City Attorney for the City of San Ramon
Office of the City Attorney
7000 Bollinger Canyon Road
San Ramon, CA 94583
925.973.2542
mlysons@sanramon.ca.gov



Attachment A

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Principal/Owner of Bear Demographics & Research LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 24, 2021 [date], at Los Angeles [city], CA [state].”

Firm Bear Demographics & Research LLC

Street 10061 Riverside Drive, #144

City Toluca Lake State CA Zip 91602

(Signature)

Andrew Westall - Principal & Owner
(Print Name & Title)



Attachment D

**SUBCONTRACTOR CAMPAIGN CONTRIBUTION
ACKNOWLEDGMENT FORM**

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of \$15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of \$30,000 or more.

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50**, in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: Bear Demographics & Research LLC

By: 

Title: Principal & Owner

Date: May 24, 2021

SUBCONTRACTOR:

Company: DeAztlan Consulting

By: Tizoc DeAztlan

Title: President

Date: May 24, 2021

SUBCONTRACTOR:

Company: Compass Demographics

By: David Ely

Title: President & Owner

Date: May 24, 2021

SUBCONTRACTOR:

Company: Olson Remcho

By: Kristen Mah Rogers

Title: Partner

Date: May 24, 2021



RESPONSE TO RFP NO. 12-001

CITY OF WEST COVINA (“CITY”)

PROFESSIONAL REDISTRICTING CONSULTANT SERVICES

CONTACT

Darryl Lucien, *Managing Partner and Project Manager*

1017 L Street #246, Sacramento, CA 95814

Phone: (530) 601-9640 or (562) 673-0682

Email: Darryl@LucienPartners.com

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Cover Letter

May 21, 2021

Office of the City Clerk
City of West Covina
Attn: Lisa Sherrick
1444 W. Garvey Avenue S. #317
West Covina, CA 91790

On behalf of the Redistricting Collaborative, we are pleased to present a response to the Request for Proposal 12 - 001, seeking *Professional Consulting Services for Redistricting*.

The Redistricting Collaborative brings decades of experience delivering the skills essential to executing a superior process that withstands the highest levels of legal enquiry. This includes analyzing demographic shifts and trends, voter turnout trends, drawing political districts, identifying and engaging key stakeholders throughout the process, liaising closely with media to ensure full transparency, and facilitating voter engagement and mobilization.

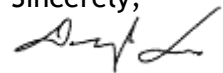
The Redistricting Collaborative includes Darryl Lucien, *Managing Partner of Lucien Partners*; Brian Adams, *Digital Media Manager* at Lucien Partners; Chris Skinnell, *Partner* at the Law Offices of Nielsen Merksamer; and James Mansfield, *Chief Executive Officer* of Cartifact, a cartography firm specializing in data analysis, and Census information processing.

Henceforth, all references to the “Redistricting Collaborative” will include Lucien Partners and all of its consultants. The Redistricting Collaborative collectively exceeds the minimum requirements set forth in RFP No. 12 - 001.

Our team is prepared to deliver a complete redistricting plan that provides the City with multiple map options, and a complete analysis of the demographic and economic profile of the constituent base. The Redistricting Collaborative will also effectively and strategically engage residents, voters, elected officials at all levels of government, interested stakeholders, and media outlets to create a public process that reflects positively on the City’s efforts.

We look forward to employing our collective experience toward the successful execution of these objectives.

Sincerely,



Darryl Lucien, *Partner and Project Manager*
The Redistricting Collaborative
(530) 601-9640 or (562) 673-0682

Project Summary

The Redistricting Collaborative will provide a complete suite of services that include public engagement, cartography and data analytics, and legal services to ensure that maps are highly defensible, and compliant with constitutional and statutory requirements.

Upon determination of the desired level of public engagement desired by the City, we will draft a public outreach plan, which includes robust citizen engagement. Each step of our process is optimized for legal defensibility to ensure that the redistricting process will withstand legal scrutiny.

Methodology

The Redistricting Collaborative has extensive experience drafting and shepherding policies related to elections and redistricting into law, counseling on the redistricting process, electoral experience, and advising local governments. Our strategy includes the development and design of multiple redistricting maps which illustrate the economic and demographic, characteristics and nuances of the City and its community members. We recommend a series of planning sessions with the City to glean insights, align priorities, and to establish communication preferences and channels.

The State of California's Redistricting Commission is required to approve Legislative and Congressional lines on August 15, 2021. However, on July 17, 2020, the California Supreme Court granted the Legislature's emergency petition and issued a peremptory writ of mandate for a four-month extension to California's redistricting deadlines. The Commission is directed to approve and certify the final statewide maps to the Secretary of State by no later than December 15, 2021.

The following services are integral elements of the Redistricting Collaborative strategy:

- a. Gathering and production of demographic data for review, comprehensive reporting detailing characteristics of each division.
- b. Drawing divisions that comply with federal and state standards.
- c. Drafting proposals and memoranda, and making redrawing recommendations, as applicable, as it concerns opportunities to move forward with new population numbers.
- d. Coordination and facilitation of extensive public outreach and stakeholder engagement, with respect to redistricting, solicitation of public comment, and informational meetings.
- e. Public relations support on all redistricting matters before community agencies.
- f. Providing sound strategic counsel concerning redistricting and on issues of compliance.
- g. Interacting with outside agencies to secure community support for our recommendations.
- h. Structuring timelines for each stage of work completion.

Project & Outreach Plan

In support of a successful redistricting effort, we propose to develop a robust community and stakeholder engagement process through the execution of Digital Media and Stakeholder Management plans, in accordance with the Prospective Timeline outlined herein.

The aforementioned deadline and steps of the redistricting process are anticipated and outlined in our Prospective Timeline.

Digital Media Plan

The Redistricting Collaborative plan will include the creation of online and social media assets to communicate the redistricting process with constituents and stakeholders. Our methodology includes identification of interested public agencies, and prominent service and neighborhood organizations to develop a synchronous social media strategy.

The Redistricting Collaborative will calendar weekly posts and partner with allied organizations to amplify redistricting messaging and elicit community engagement. Each map will be posted on social media platforms and the redistricting website, using software which allows constituents to view the proposed maps and provide comments.

Stakeholder Management Plan

The Redistricting Collaborative will produce a Stakeholder Management Plan that identifies interested stakeholders, is tailored to support proactive engagement, and mitigates opposition to City interests. These stakeholders may include, but are not limited to, state-elected officials, local public officials, interested legal observers (i.e., Mexican American Legal Defense Fund, etc.), interest groups, and media stakeholders.

With authorization from the City, the Redistricting Collaborative would also seek to present maps at regular public hearings of the City Council, and to the City's Legislative and Congressional delegations and other stakeholders.

Prospective Timeline

Month 1 (July 2021)

- The Redistricting Collaborative will be prepared to provide an overview of the legal requirements associated with the redistricting process—both procedural (hearing requirements, etc.) and substantive (permissible criteria, etc.). This overview will ensure that elected and staff understand the constitutional and statutory requirements—both federal and state—that govern this process.
- The Redistricting Collaborative also proposes to create dedicated website and social media accounts, specific to the redistricting process, which serve as the primary interface with the public and interested stakeholders. The Redistricting Collaborative will propose a digital media strategy for amplifying the City's work, in coordination with its constituent public agencies.
- The Redistricting Collaborative will produce a stakeholder management plan that details prospective stakeholders we intend to actively engage. The Redistricting Collaborative

will leverage its relationships to preemptively manage prospective media crises, litigation threats, and political threats to this redistricting process.

Month 2 (August 2021)

- The Redistricting Collaborative will produce a set of maps that detail the population density, demographics, median household income, educational attainment, and other City population-related details. This presentation will provide clarity and highlight relevant constituent trends within the City.
- The Redistricting Collaborative will also provide an update on the stakeholder management and digital media strategies.

Month 3 (September 2021)

- The U.S. Census Bureau releases the 2020 Census results.¹ Note that the entire set of 2020 census results are not released in September, only the redistricting subset which includes housing unit counts, race and ethnicity details, and other demographic data. The rest of the data will be released on a rolling basis through 2022.
- The Redistricting Collaborative will prepare an analysis of the changes and produce a set of maps based on the new U.S. Census Bureau data. The Redistricting Collaborative will provide a comparative analysis of the maps produced in March 2021 and the new set of maps, which correspond with 2020 Census data.
- The Redistricting Collaborative will seek feedback and guidance from the elected and staff, with respect to the 2020 Census data, and will begin drawing districts that conform with constitutional, statutory, and case law requirements, incorporating feedback to the degree it conforms with legal requirements.

Month 4 (October 2021)

- The Redistricting Collaborative will present multiple maps with configurations that conform with the legal requirements for review and feedback. Our team will also present variations of the City configurations that include other contextual information such as demographics, median household income, and other details.
- Upon completion of the map presentations, the Redistricting Collaborative recommends the initiation of a robust stakeholder and community engagement process to gather public feedback. This process may include, but not be limited to, holding virtual open houses to invite public comment, making presentations before each of the special districts during their public hearings, the City's Legislative and Congressional delegation, and other interested stakeholders.
- Additional maps will be provided as data is released by the U.S. Census Bureau.

¹ We note that, while the Census Bureau has historically released its results prior to the April 1 deadline mandated by federal law, this year it is expected that the Bureau will miss the deadline by a few weeks, minimally. If the delay proves to be longer, this proposed timeline may require some adjustment to account for the delay.

Month 5-8 (November 2021 - February 2022)

- It is anticipated that the Redistricting Collaborative will continue its stakeholder engagement and management process to solicit input on maps. We will also provide responses to maps submitted by other stakeholders.
- As additional data is released from the U.S. Census Bureau through 2022, the Redistricting Collaborative will produce additional maps that provide details about the City constituents.

Month 9 (March 2022)

- The Redistricting Collaborative will present stakeholder feedback, and provide a corresponding response to each comment, to help guide the City in its decision-making.
- The Redistricting Collaborative will seek City direction on final modification requests.
- The Redistricting Collaborative will present a final set of maps for consideration and approval, and provide counsel on each option.

Months 10 (April 2022)

- The City will adopt the final maps.
- With the final division lines approved by the City, the Redistricting Collaborative will also provide a final set of detailed maps of each region within the City.

** See Appendix A for an example of the type of work we have performed on behalf of clients.*

Fee Schedule

\$8,000 per month through April 2022, plus the costs of legal fees.

Upon adoption of maps and conclusion of contract, additional services are billed at \$300 per/hr. Further legal counsel, if requested, is available at the stated hourly rate.

Exclusions

Software costs (i.e., ESRI or Maptitude), printing costs, translation services, digital media costs (i.e., website domain registration, complex graphic image development, and other related media expenses).

The Redistricting Collaborative maintains numerous relationships with relevant vendors that may likely qualify the city for discounted prices. All of the recommended products and services below will be billed at cost to the city (no markup).

Recommendations

Geographic Information System (GIS) software available to the City at cost, and offers interactive features that enable the ability to integrate Census statistics, visualize data, and detect hidden geographic patterns, which aid in decision-making.

Print Media and Translation Services - Costs will vary, based on the level service and access requested by the City (i.e., mailings, robocalls, town halls, etc.).

Subcontracted Services

The Redistricting Collaborative includes the law firm of NIELSEN MERKSAMER PARRINELLO GROSS & LEONI, LLP, and Cartifact. The Nielsen Merksamer law firm will be a subcontractor of Redistricting Collaborative and provide legal services, as needed.

Cartifact is also a subcontractor of Redistricting Collaborative and will provide analytical and cartography services.

References

Project Management - Media/Community/Media Engagement

As part of the Redistricting Collaborative, Lucien Partners has provided the following clients with public engagement, outreach, mobilization, and media liaising services over the past three years:

1. **Central Basin Municipal Water District (Redistricting Services)**
 - a. Alex Rojas, General Manager
 - b. 323.201.5500
 - c. alexr@centralbasin.org
 2. **United Health Care**
 - a. Jose Ugarte, *Prime Contractor*, on behalf of United Health Care
 - b. 818-571-5391
 - c. jose@ugarteandassociates.com
 3. **Bulletin Displays**
 - a. Mark Kudler, *President*
 - b. 714-470-6020
 - c. Mark.k@bulletindisplays.com
 4. **Los Angeles Police Protective League**
 - a. Craig Lally, *President*
 - b. Primary Contact: Teresa Ochoa
 - c. (213) 251-4554
 - d. teresa@lappl.org
 5. **Charles R. Drew University of Medicine and Science**
 - a. Angela Minniefield, *Senior Vice President*
 - b. (323) 357-3669
 - c. Primary Contact: Cazzie Burns
 - d. Contact Email: cazzieburns@cdrewu.edu
-

Legal Research, Counsel, and Compliance

As a part of the Redistricting Collaborative, the Nielsen Merksamer firm has provided legal advice and litigation services over the past three years, with a specific focus on redistricting and voting rights projects ²:

1. County of Merced**

- a. Jim Brown, *County Administrative Officer*
- b. 209-385-7637
- c. ceo16@co.merced.ca.us

2. County of San Diego Redistricting Commission**

- a. Andrew Potter, *Executive Director*
- b. 619-531-5431
- c. Andrew.Potter@sdcounty.ca.gov

3. San Diego County Board of Education**

- a. Aaron McCalmont, *Legal Analyst*
- b. 858-295-6613
- c. aaron.mccalmont@sdcoe.net

4. City of Martinez**

- a. Eric Figueroa, *City Manager*
- b. 925-372-3505
- c. efigueroa@cityofmartinez.org

5. City of San Rafael

- a. Rob Epstein, *City Attorney*
- b. 415-485-3080
- c. rob.epstein@cityofsanrafael.org

6. City of Novato

- a. Jeff Walter, *City Attorney*
- b. 415-899-8900
- c. jwalter@walterpistole.com

****Redistricting services provided by Nielsen Merksamer (2010 Census), retained for 2021.**

² Since the release of the 2010 Census, Nielsen Merksamer has represented in excess of 100 public agencies in connection with redistricting and voting rights, and currently represents hundreds of clients on a broad array of political and government law issues. A summary of the firm's redistricting clientele can be found on its website at <https://www.nmgovlaw.com/practice-area/voting-rights-redistricting/?listing>; additional information available request.

Cartography, and Demographic, Economic, and Census Data Analysis

As a part of the Redistricting Collaborative, *Cartifact* has provided cartography, demographic or census data analysis to the following clients within the past year:

1. Downtown Center Business Improvement District

- a. Elan Shore, Director, Research & Special Projects
- b. 213-416-7518
- c. eshore@downtownla.com

2. Miami Downtown Development Authority

- d. Ivery Boston III, Manager, Innovation and Insights
- e. 305-379-6573
- f. boston@miamidda.com

3. City of Los Angeles, Department of Recreation and Parks

- g. Tracy James, Parks Services
- h. 323-661-9465
- i. tracy.james@lacity.org

4. Eastdil Secured

- a. Nick Leitner, Marketing Associate
- b. 310-526-9363
- c. nleitner@eastdilsecured.com

5. Cushman & Wakefield

- a. Arielle Siegel, Senior Marketing Associate
- b. 310-228-1215
- c. arielle.siegel@cushwake.com

Attachment A - Statement of Non-Collusion by Contractor

Attachment A



NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Partner and Project Manager of The Redistricting Collaborative, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 22, 2021 [date], at Los Angeles, CA [city], [state]."

Firm The Redistricting Collaborative

Street 1017 L Street #246

City Sacramento, State CA Zip 95814

A handwritten signature in blue ink, appearing to read "Amy L.", written over a light blue rectangular background.

(Signature)

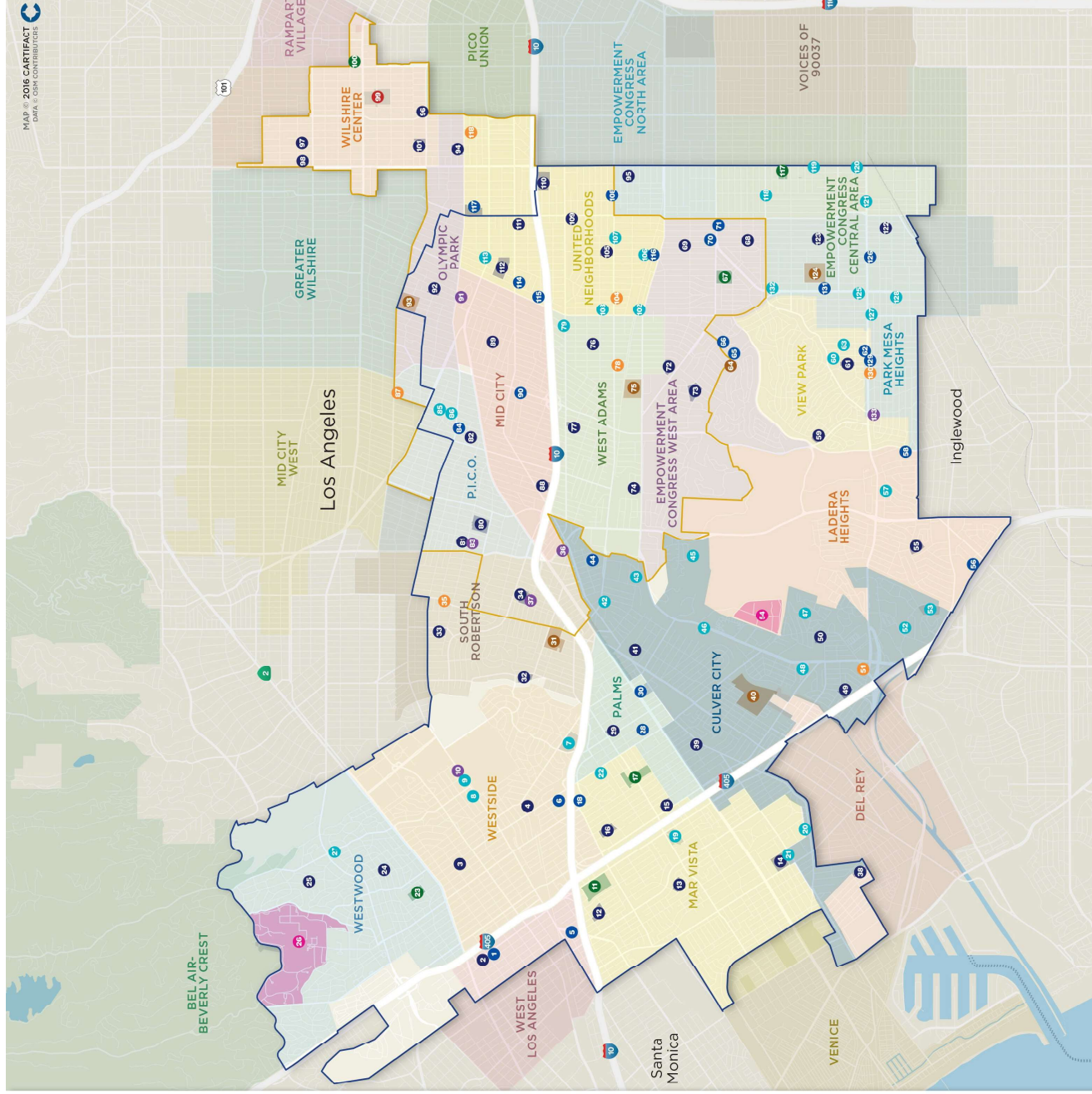
Partner and Project Manager

(Print Name & Title)

Exhibit A - Sample Maps

The following samples are included:

- Educational facilities
- Ethnicity
- Healthcare Facilities
- Median Income
- Neighborhoods
- Zoning



WEST ADAMS

- 74 Baldwin Hills Elementary School
75 Dorsey High School
76 Virginia Road Elementary School
77 Cienega Elementary School
78 Sea Crenshaw School (Charter)
79 Cleophas Oliver Learning Academy (Private)

P.I.C.O.

- 80 Community School Elementary School
81 Crescent Heights Elementary School
82 Saturn St Elementary School
83 Crescent Heights Early Education
84 Holy Spirit Elementary School (Private)
85 Rejoice in Jesus Christian School (Private)
86 Joanne's Taylor-Tor Extension (Private)
87 Yeshiva Gedolah of Los Angeles (Private)

MID CIT

- OLYMPIC PARK**
- 98** Marvin Elementary School
99 Alta Loma Elementary School
90 Donna Re School (Private)
91 Pico Pre-School
- 92** Queen Anne Place Elementary School
93 Los Angeles High School
94 Los Angeles Elementary School

EMPOW

- 95** Birdlee V. Bright Elementary
- WILSHIRE CENTER**
- 96** Mariposa-Nabi Primary Center
- 97** Cahuenga Elementary School
- 98** Charles Kim Elementary
- 99** UCLA Community School
- 100** Young Oak Kim Academy

●

- UNITED NEIGHBORHOODS**
- 102 Al-Madinah (Private)
103 West Angeles Christian Academy (Private)
104 Westside Academy/Little Citizens (Private)
105 Sixth Ave Elementary School (Private)
106 Little Citizens Preschool
107 Cornerstone Accelerated Learning Academy (Private)
108 Holy Name of Jesus Catholic Elementary School (Private)
109 Mid City Magnet
110 24th St Elementary School

112 Arlington St. 16

- 113 St. Jeanne de Lestonnac (Private)
114 St. Paul's Elementary School (Private)
115 King Learning Academy (Private)
116 Little Citizens Elementary School (Private)
117 Pio Pico Elementary School (Private)
118 Bishop Conaty—Our Lady of Lore (Private)

EMPOWER

- 117 Barack Obama Global Preparation Academy
118 Missionette Christian Academy (Private)
119 W.D.M. Islamic Learning Center S.C.M. School (Private)
120 TestimonialChristian (Private)
121 Medic Emancipate (Private)

PAPIK M

- PARK MESA HEIGHTS**
- 122** 59th St Elementary School
 - 123** Angeles Mesa Elementary School
 - 124** *Cresden High School*
 - 126** View Park Preparatory Accelerated Charter Middle & High School
 - 128** Marcus Garvey (Private)
 - 129** Ascension Lutheran (Private)
 - 137** Ascension Lutheran (Private)
 - 138** St. John the Evangelist (Private)
 - 139** St. George's (Private)
 - 140** St. George's Cathedral (Orthodox)
 - 141** Cresden Tot Academy (Private)
 - 142** Golden Day School (Private)
 - 133** Live League Christian Preschool

-

● PUBLIC

- PRIVATE ELEMENTARY SCHOOL
● PUBLIC MIDDLE SCHOOL
● PUBLIC HIGH SCHOOL
● PRIVATE HIGH SCHOOL
● PUBLIC SCHOOL (OTHER)
● COLLEGE/UNIVERSITY
● PRESCHOOL

- PUBLIC ELEMENTARY SCHOOL
 PRIVATE ELEMENTARY SCHOOL
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 PUBLIC HIGH SCHOOL
 PRIVATE HIGH SCHOOL
 PRIVATE SCHOOL (OTHER)
 PUBLIC SCHOOL (OTHER)
 COLLEGE/UNIVERSITY
 PRESCHOOL

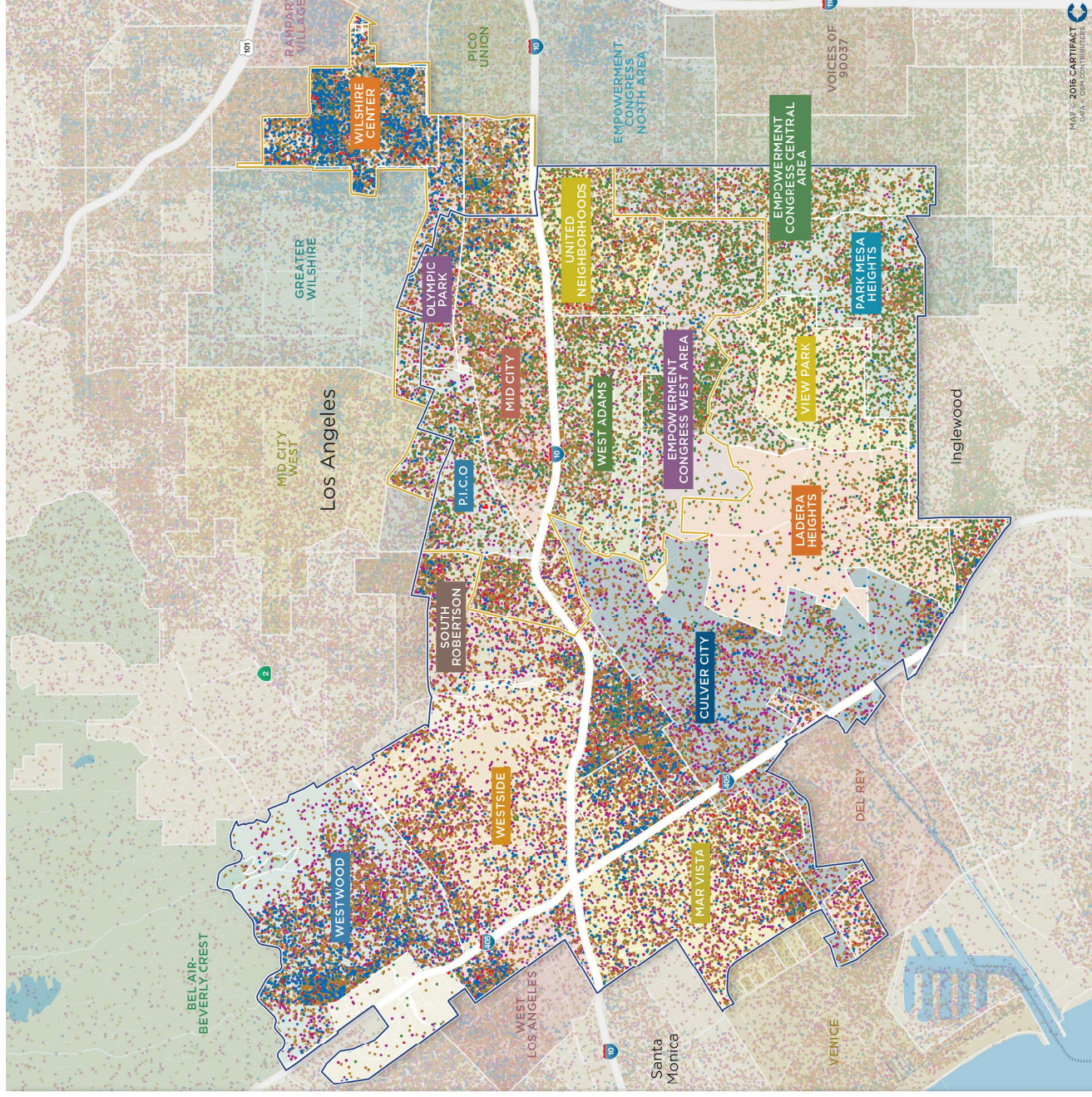
Ethnicity

1 dot = 20 persons

- Asian¹
- Black or African American*
- White²
- Hispanic or Latino Origin
- Native American, Native Hawaiian and Other Pacific Islander*
- Some Other Race*

*Alone or in Combination With One or More Other Races

DATA: US Census 2014 American Community Survey



	BLACK OR AFRICAN AMERICAN OR NON-HISPANIC BLACK	WHITE OR CAUCASIAN	ASIAN OR PACIFIC ISLANDER OR HAWAIIAN	AMERICAN INDIAN OR ALASKA NATIVE OR OTHER NATIVE	NATIVE AMERICAN OR ALASKA NATIVE	HISPANIC OR LATINO OR OTHER HISPANIC OR LATINO	OTHER RACE	TWO OR MORE RACES	INSURANCE CARRIER
WEST LOS ANGELES	1,125	21,100	8,938	1,188	3,995	1,704	34,371		
WESTSIDE	624	24,283	5,657	272	704	1,003	30,488		
MAR VISTA	3,256	35,472	11,293	1,496	4,099	2,900	52,498		
WESTWOOD	2,017	35,370	16,502	678	2,202	2,456	54,237		
PALMS	2,908	18,278	6,319	603	2,165	1,517	28,478		
SOUTH ROBERTSON	3,671	30,801	4,683	815	2,874	2,040	40,733		
CULVER CITY	3,463	26,544	6,615	629	2,260	1,380	37,400		
DEL REY	1,741	20,770	5,407	939	5,167	1,376	32,500		
LADERA HEIGHTS	10,353	4,193	1,698	602	424	953	16,142		
VIEW PARK	8,209	1,480	314	283	264	612	9,864		
EMPOWERMENT CONGRESS WEST AREA	27,320	6,118	1,681	701	4,675	1,434	38,775		
WEST ADAMS	9,540	9,417	900	217	7,655	89	26,874		
P.I.C.O.	6,550	10,823	1,904	601	2,857	915	21,580		
MID CITY	10,484	11,332	1,684	718	9,166	1,107	32,139		
OLYMPIC PARK	2,912	6,489	5,264	395	5,568	817	19,710		
EMPOWERMENT CONGRESS NORTH AREA	13,269	21,131	10,284	1,267	32,725	2,012	76,560		
WILSHIRE CENTER	4,807	23,899	32,563	1,801	35,554	2,354	95,874		
UNITED NEIGHBORHOODS	13,633	14,050	3,906	1,077	21,066	1,489	52,061		
EMPOWERMENT CONGRESS CENTRAL AREA	17,134	8,768	373	475	14,807	846	40,426		
PARK MESA HEIGHTS	21,065	6,892	821	543	7,022	1,285	34,866		

Los Angeles

MID CITY
WEST

GREATER
WILSHIRE

RAMPART
VILLAGE

WESTWOOD

Century
City

WESTSIDE

SOUTH
ROBERTSON

Faircrest
Heights

P.I.C.O.

MID CITY

OLYMPIC
PARK

WILSHIRE
CENTER

MACARTHUR
PARK

WESTLAK
SOUTH

UCLA
Medical Center

UCLA Psychology
Clinic

West
Medical Center

Pacific Fertility
Center

Minute
Clinic

Veterans Affairs
Medical Center

Integrated Healthcare
Medical Group Inc.

La Brea Pico
Medical Clinic

La Brea Pico
Medical Clinic

Central Medical
Clinic

Samra Clinic of
Oriental Medicine

Nippon
Medical Center

Women's Clinic &
Family Counseling Center

Mar Vista
Health Center

Superior Multi-Specialty
West LA Urgent Care

California
Health Clinic

Healthpointe
La Tijera

Kindred Hospital
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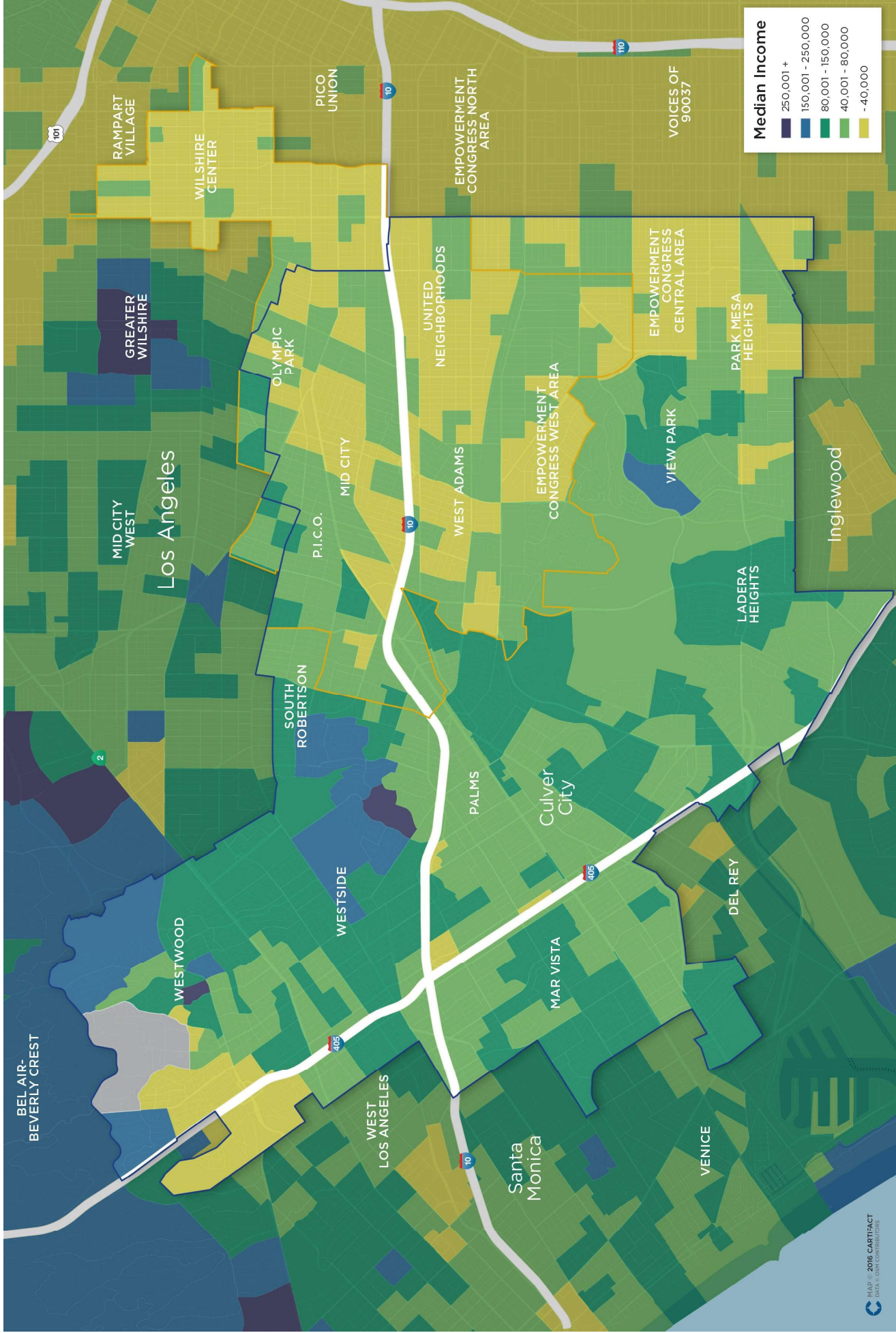
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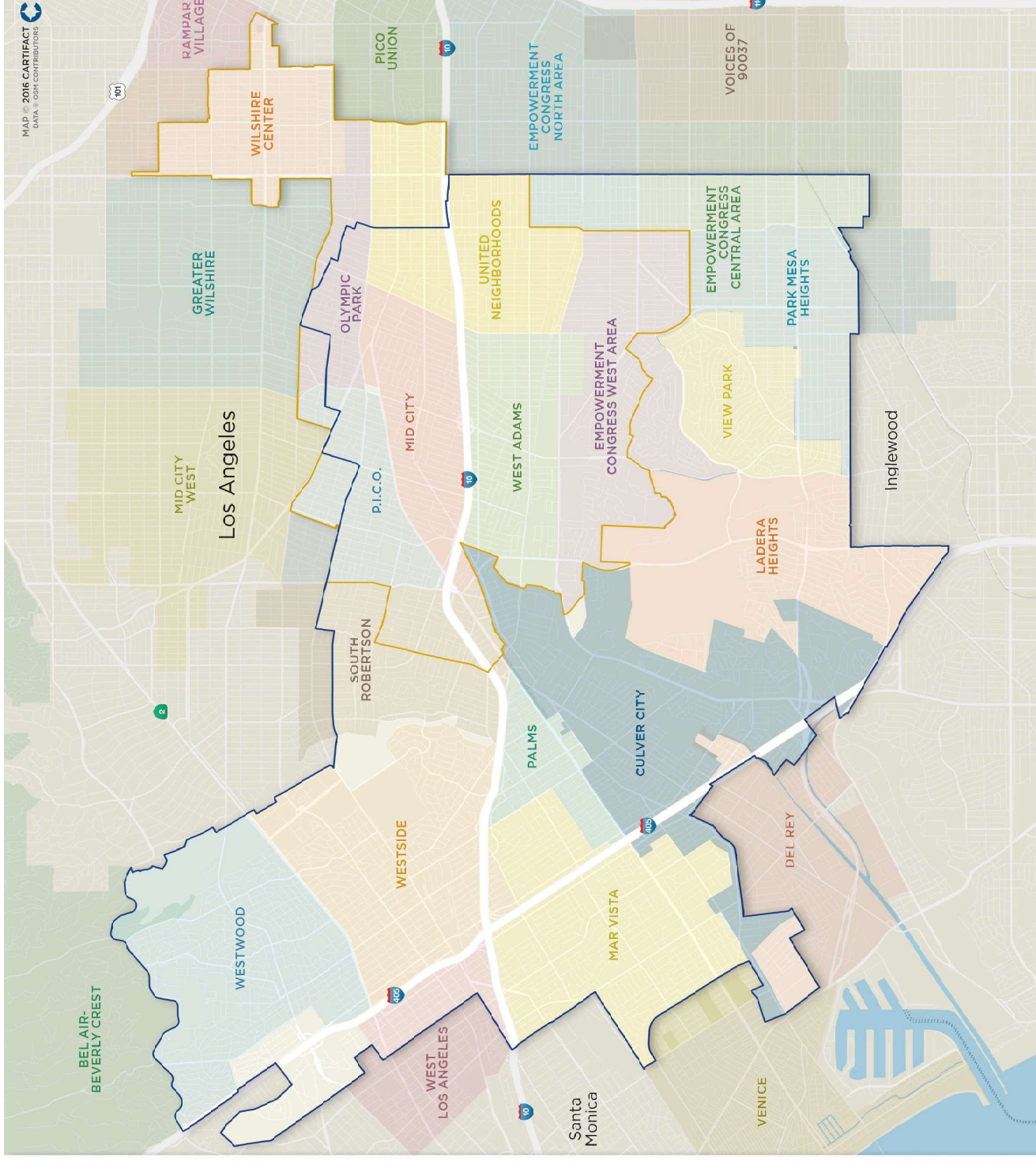
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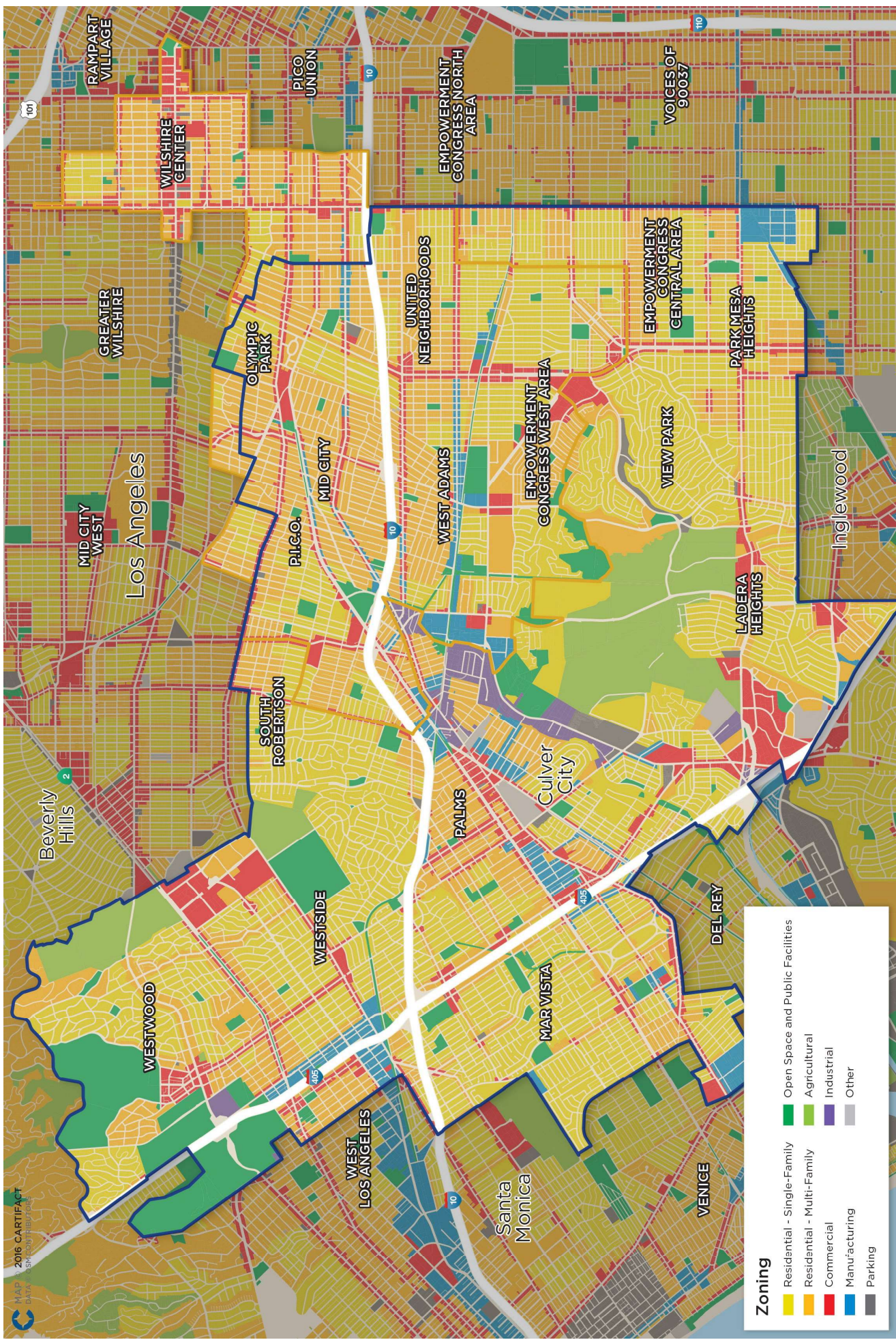
VENICE

DEL REY





West Los Angeles						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
34,371	16,422	18,729	\$68,082	34	3	13
Westside						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
30,488	13,622	21,479	\$14,669	43	4	8
Mar Vista						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
52,498	23,109	33,274	\$76,044	39	3	15
Westwood						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
54,237	19,170	31,222	\$83,984	39	2	5
Palms						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
28,478	13,780	16,005	\$55,568	33	2	3
South Robertson						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
40,733	16,446	25,711	\$74,576	37	3	13
Culver City						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
37,460	15,664	26,690	\$85,918	42	20	19
Del Rey						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
32,300	12,005	18,315	\$74,740	38	5	11
Ladera Heights						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
16,142	7,948	7,864	\$76,716	45	2	7
View Park						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
9,864	3,802	7,731	\$88,041	45	4	5
Empowerment Congress West Area						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
38,775	17,186	26,178	\$43,312	44	6	10
West Adams						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
26,874	9,020	15,220	\$38,560	37	5	6
P.C.O.						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
21,540	6,491	14,850	\$60,132	30	0	0
Mid City						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
32,139	10,626	14,869	\$39,429	35	4	4
Olympic Park						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
19,770	6,811	8,823	\$44,154	37	4	3
Empowerment Congress North Area						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
76,560	20,392	31,934	\$26,181	29	10	19
Wilshire Center						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
95,874	36,892	52,537	\$32,985	35	3	13
United Neighborhoods						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
52,091	16,707	24,713	\$34,036	34	6	17
Empowerment Congress Central Area						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
40,476	11,946	24,668	\$34,010	34	2	12
Park Mesa Heights						
Population	# of Households	# of Registered Voters	Avg Median Income	Avg Median Age	# of Parks	# of Schools
34,866	13,620	25,007	\$39,036	39	5	17



Zoning

 Residential - Single-Family	 Open Space and Public Facilities
 Residential - Multi-Family	 Agricultural
 Commercial	 Industrial
 Manufacturing	 Other
 Parking	



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

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

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:

- **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

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 21st day of September, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-93 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st 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) 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.

2) 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

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: DEVELOPMENT CODE UPDATE SUBCOMMITTEE MEMBER SELECTION

RECOMMENDATION:

It is recommended that the City Council approve and confirm the Mayor's appointments of Council Members Dario Castellanos and Tony Wu to the Development Code Update Subcommittee.

BACKGROUND:

The City is currently working on a Development Code update. Part of the Development Code Update process is to include the participation and guidance of selected City of West Covina appointed/elected officials as part of a Subcommittee (two Planning Commission members and two City Council members). Involvement of these members will be an integral part of Development Code update efforts as it relates to policy and community advice and directions. Committee members will provide a trusted presence to the community as a unified effort for the Development Code Update.

Committee member involvement is expected to include bi-monthly meetings/workshops before the Planning Commission and City Council public hearings for the Development Code Update. The meeting objective is to review and discuss policy approach and guidance for the Development Code Update. Each meeting will last approximately between 60-90 minutes. These meetings could be held virtually via Zoom (hosted by KTGy) or in-person, depending on the Committee's preference.

DISCUSSION:

Mayor Letty Lopez-Viado is announcing the appointment of Council Members Dario Castellanos and Tony Wu to the Development Code Update Subcommittee. Mayor Pro Tem Castellanos previously served as a West Covina Planning Commissioner and Councilman Wu works in the real estate industry.

Prepared by: Jo-Anne Burns, Planning Manager

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF 2021-2022 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

RECOMMENDATION:

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

1. Accept the 2021-2022 Office of Traffic Safety (OTS) Traffic Records grant (#TR22019), and authorize staff to execute all grant related documents; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2021-95 - 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 (2021-2022 OFFICE OF TRAFFIC SAFETY GRANT)

DISCUSSION:

The Police Department recently obtained a new competitive grant from the State of California, Office of Traffic Safety (OTS). The overall goal of this grant is improve the reporting of traffic records, by purchasing and implementing a software solution to computerize and automate the required submission of monthly collision reports to the State. Implementing a new traffic records software solution will greatly improve accuracy, timely data submission, and work efficiency. This is a reimbursable grant, contributing \$25,000 exclusively for this traffic records software project, and begins on October 1, 2021. The grant will cover the onetime cost for the software. These funds cannot be used for other purposes or to supplant existing law enforcement funding.

LEGAL REVIEW:

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

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

Additional Approval: Richard Bell, Chief of Police

Additional Approval: Robbeyn Bird, Finance Director

FISCAL IMPACT:

The City will receive \$25,000 in reimbursement funds from OTS during the grant period. As detailed in the proposed budget amendment, Staff is recommending an expenditure appropriation of this amount in Fund 207—an estimated revenue amount in this fund was previously budgeted. There is no impact to the City's General Fund.

Attachments

Attachment No. 1 - Grant Agreement

Attachment No. 2 - Resolution No. 2021-95

Exhibit A - Budget Amendment

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

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
TR22019

1. GRANT TITLE Traffic Records Improvement Project	
2. NAME OF AGENCY West Covina	3. Grant Period From: 10/01/2021 To: 09/30/2022
4. AGENCY UNIT TO ADMINISTER GRANT West Covina Police Department	
5. GRANT DESCRIPTION State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$25,000.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR</p> <p>NAME: Brian Daniels TITLE: Lieutenant EMAIL: brian.daniels@wcpd.org PHONE: (626) 939-8513 ADDRESS: 1444 WEST GARVEY AVENUE West Covina, CA 91790</p> <p>_____ (Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL</p> <p>ADDRESS: Richard Bell Chief of Police richard.bell@wcpd.org (626) 939-8400 1444 West Garvey Avenue South West Covina, CA 91790</p> <p>_____ (Signature) (Date)</p>
<p>C. FISCAL OFFICIAL</p> <p>ADDRESS: Alex Houston Admin. Services Manager ahouston@wcpd.org 626-939-8536 1444 W. Garvey Ave. West Covina, CA 91790</p> <p>_____ (Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</p> <p>ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>_____ (Signature) (Date)</p>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: ZHHFLMKMZKL1 REGISTERED ADDRESS: 1444 W. Garvey Ave. West Covina, CA 91790 CITY: West Covina ZIP+4: 91790-2716
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-22	20.616	0521-0890-101	2021	21/21	BA/21	\$25,000.00
				AGREEMENT TOTAL		\$25,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT \$25,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		
				TOTAL AMOUNT ENCUMBERED TO DATE \$25,000.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

State of California – Office of Traffic Safety
GRANT AGREEMENT
Schedule B

GRANT NUMBER
TR22019

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-22	20.616	State Traffic Safety Information System Improvements	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
Traffic Crash Database System Interface	405c TR-22	\$25,000.00	1	\$25,000.00
Category Sub-Total				\$25,000.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$25,000.00

RESOLUTION NO. 2021-95

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 (2021-22 OFFICE OF TRAFFIC SAFETY GRANT)

WHEREAS, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-2022; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, receiving, considering and evaluating all comments, and adopted a budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 015, attached hereto as Exhibit A, related to the 2021-22 Office of Traffic Safety grant.

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

APPROVED AND ADOPTED this 21st day of September, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-95 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of September, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

CITY OF WEST COVINA
BUDGET AMENDMENT

BA # 015

Posted By:

Date Posted:

Date:9/21/2021

Requested by:Alex Houston

Dept/Div:Police

Fiscal Year:2021-2022

Amount:\$25,000.00

Description:2021-22 OTS Grant

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
207.31.3111.6272	Software	-	25,000.00	25,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

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

REASON/JUSTIFICATION (Please be specific)

To appropriate expenditures for the 2021-22 OTS Grant, not previously identified or budgeted. Estimated revenues were previously budgeted (in revenue account 207.31.4556).

APPROVALS

City Council Approval Date (if required, attach minutes):9/21/2021

Approval Not Required

Dept Head Approval:see attached

Date:

Finance Director:

Date:

Funds Available?

Yes

No

City Manager:see attached

Date:

Approved

Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF PURCHASE OF POLICE AND FIRE RADIO COMMUNICATIONS ITEMS

RECOMMENDATION:

It is recommended that the City Council, in accordance with Municipal Code Chapter 2, Article VII, Division 2, Section 2-333(i)(1), waive the bid process by finding that it is impractical to purchase the Police and Fire APX radios and accessories and components in compliance with the formal contract procedures, and authorize the purchase of 373 APX radios with accessories, Device Management system components, and support services, directly from Motorola Solutions, for a total of \$3,299,850, including tax, using Federal Coronavirus State & Local Fiscal Recovery Funds previously appropriated in account # 179.80.7003.7900 (CIP Project 22009).

BACKGROUND:

Public safety communications are a priority concern. Current problems with many elements of the aging equipment now used in the City's two-way radio system are causing operational difficulties which, if allowed to continue, will adversely affect service and create liability.

DISCUSSION:

On August 17, 2021 (agenda item #4), the City Council approved a list of items to be funded using federal Coronavirus State & Local Fiscal Recovery Funds, and appropriated those funds. Included in that list of items was \$3.3 million for Police and Fire Radio Communications Equipment. Obtaining new portable and vehicle mounted radios for the Police and Fire Departments is a longstanding urgent need—some of the older model public safety radios are at the end of their supported useful life.

West Covina's public safety radio system is built on Motorola Solutions radio infrastructure items and system components. This is also true of the regional communications networks that West Covina ties into. Specifically, both the multi-agency "Com-Net" Joint Powers Authority (JPA) regional public safety radio system in the San Gabriel Valley, and its larger parent organization, the Intercity Communications Interoperability System JPA ("ICI-System JPA") with its Master Site in Glendale, are Motorola Solutions systems, with proprietary hardware, software, interconnectivity, and system design features that are unique to the manufacturer Motorola. Unlike some other commodities whose manufacturers ship their products to retailers to sell at varying prices determined by the retailers, Motorola Solutions instead sells its proprietary radio equipment directly, or using its network of designated regional authorized distributors. Pricing is uniform, and is determined for all distributors by the manufacturer, Motorola. Occasionally, Motorola negotiates discounted contract pricing, and the ICI System JPA has a current multi-year discount contract in place, concluding at the end of December 2021.

Staff from the Police and Fire Departments met with Motorola Solutions representatives, detailing West Covina's specific radio system needs. These include 170 portable APX8000 radios and 130 vehicle mounted APX8500 radios for the Police Department, 41 portable APX8000 radios and 32 vehicle mounted APX8500 radios for the Fire Department, accessories including chargers, microphones, cables, etc., Device Management system components including dedicated laptops for Staff to program and configure the radios, and three years of comprehensive support and repair services. Motorola Solutions submitted the attached comprehensive proposal, #PS-00122049. This proposal includes and references the steeply discounted ICI System contract pricing for equipment, and also includes an additional, smaller discount offered to West Covina that expires on September 30, 2021. The total cost of this comprehensive proposal is \$3,299,850, including taxes (Attachment No. 1).

Obtaining these new radio items is an urgent need for the both the Police and Fire Departments. It is not practical or economical to obtain multiple price quotes for these radio items—the contract pricing/discounts offered directly by the manufacturer in this proposal are major, saving over \$2 million. Furthermore, purely for purposes of demonstration and transparency, staff previously conducted a competitive bid process for these APX radios in 2015—as expected, there was only one bidder, Motorola Solutions. For these reasons, staff recommends that the City Council authorize the purchase of these radio items directly from the manufacturer, Motorola Solutions, in accordance with Municipal Code Chapter 2, Article VII, Division 2, Section 2-333(i)(1).

OPTIONS:

The City Council has the following options:

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

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

Additional Approval: Richard Bell, Chief of Police

Additional Approval: Vincent Capelle, Fire Chief

Fiscal Impact

FISCAL IMPACT:

Federal Coronavirus State & Local Fiscal Recovery Funds were previously approved and appropriated by the City Council for these Police and Fire Radio communications equipment items, in account # 179.80.7003.7900 (CIP Project 22009). There is no impact on the City General Fund.

Attachments

Attachment No. 1 - Motorola Solutions Proposal PS-00122049

CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure
Protect Public Safety
Respond to the Global COVID-19 Pandemic



CITY OF WEST COVINA

APX SUBSCRIBERS WITH DMSO

SEPTEMBER 3, 2021

PS-00122049

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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MOTOROLA SOLUTIONS

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September 3, 2021

Alex Houston
Administrative Services Manager
City of West Covina Police
1444 W. Garvey Ave S.
West Covina, CA 91790

Subject: APX Subscribers With DMSO

Dear Mr. Houston,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide City of West Covina with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that addresses your needs and provides exceptional value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Subscribers and Device Management Services and provides:

- APX 8000 All Band Portable Radios
- APX 8500 All Band Mobile Radios
- Mobile installation for 130 Police Black and White Vehicles and 26 Fire Apparatus
- Initial programming touch for all subscribers
- 3 years - Device Management Services (Advanced Package)
- Device Management Training

Motorola Solution's proposal is valid till September 30, 2021 and is subject to the terms and conditions contained in the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale ("Agreement") together with the enclosed terms and conditions. Pricing is as set forth in the existing Los Angeles County Contract. As an Eligible Purchaser under the Agreement, the City of West Covina may accept this proposal by issuing a Purchase Order referencing the Agreement and this proposal.

Any questions West Covina has regarding this proposal can be directed to Denis Redzepagic, Sr. Account Executive at (619) 577-3619, (denis.redzepagic@motorolasolutions.com).

We thank you for the opportunity to furnish City of West Covina with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Burch".

Jerry Burch
MSSSI Vice President
Motorola Solutions, Inc.

SECTION 1

SOLUTION DESCRIPTION

1.1 SOLUTION OVERVIEW

Motorola Solution proposes new APX Mobiles and Portables for the City of West Covina. Motorola has provided installation services based on the information provided by the City. To better manage these new subscribers Motorola has included three (3) years of Device Management Services (DMS) formally known as Radio Management. Components of each aspect of the proposed hardware is detailed in section 1.2 System Components. Below is a breakdown of subscribers by department:

- West Covina Police
 - (170) APX 8000 All Band Portables
 - (130) APX 8500 All Band Mobiles
 - Various Accessories
- West Covina Fire
 - (41) APX 8000 All Band Portables
 - (52) APX 8500 All Band Mobiles
 - Various Accessories

1.2 SYSTEM COMPONENTS

Motorola Solutions proposal contains a combination of subscribers for both Police and Fire as well as DMS to manage the subscribers. Components included in this proposal are described in this section.

1.2.1 APX 8000 Portable Radio

The APX 8000 is Motorola Solutions' first all-band P25 portable radio, created specifically for mission-critical first responders who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers multi-band interoperability, with the clearest and loudest audio on the market as well as seamless Wi-Fi connectivity. With four RF bands and multi-mode system access, the APX 8000 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. The APX 8000 offers backward and forward compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the APX 8000 amplifies the public safety official's ability to keep the community safer than ever before.



With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. With Wi-Fi access, the APX 8000 can quickly receive new

codeplugs, firmware, and software features in order to redeploy the radio fleet with ease as users continue talking without interruption.

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, while the Adaptive Audio Engine and ultra-loud speaker bring clarity into every conversation. Some of the standard features and benefits of the APX 8000 are identified below:

- **All-Band Interoperability** – The APX 8000 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables voice and data radio transmissions. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the radio, resulting in no “shut-down” times. GPS Outdoor Personnel Tracking enables each radio user’s location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission Critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission-Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000 radios.
- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive dual-sided operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive noise suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user’s environment. Adaptive speaker equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker’s authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise.
- **Comfortable Design** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000 was modeled after Motorola Solutions’ award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of doing their job.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000 portable radio is ready for unpredictable environments by incorporating the most durable features to ensure radio functionality. Water-Tight Seal protects the radio’s interior from water intrusion, even if the outer housing is breached, with a shock- absorbing aluminum alloy endoskeleton. The IP 68 standard rating ensures that the APX 8000 can withstand 2 meters of water submersion for 2 hours. The Delta-T option can be added on to this radio to ensure it can withstand 2 meters of water submersion for 4 hours. Drop-Resistant Dual Battery Latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000 is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensure that sensitive



information stays protected from scanners and eavesdroppers. Over-the-Air Re-Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

Motorola has proposed The APX 8000 3.5 configuration to meet the needs of West Covina. This configuration includes:

APX 8000	Full Bitmap Monochromatic LCD Top Display	Full Bitmap Color LCD Display	Backlit Keypad with 3 Soft Keys	4-Direction Navigation Key	Home and Data Buttons	4x3 Keypad	Channel Capacity
Model 3.5	X	X	X	X	X	X	3000

1.2.2 APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all-band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission-critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: The O2 Rugged Control Head, O3 Handheld Control Head, E5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, E5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25),

Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

1.2.3 E5 Control Head

Motorola Solutions' E5 Control Head offers enhanced features and advanced ergonomics to support first responders wherever the mission takes them. The 3.3" LCD color display with anti-reflective Gorilla Glass lens offers a higher resolution and better readability in different lighting conditions, while Night Mode features eight dimming levels to allow greater control of lighting from shift to shift. The enhanced intelligent lighting features include Channel Backlight Color that allows users to assign channels with specific colors for clear designation. The E5's wider screen offers split screen APX Dual Radio capabilities, allowing users to monitor information on both Primary and Secondary radios at the same time. Separate volume and channel knobs, relocated home, dim, and power on/off buttons, are all specifically placed to avoid inadvertent actuation in emergency situations.



The E5 Control Head offers the following features:

- SmartConnect compatibility to support seamless communication by leveraging supported broadband networks from a vehicle. This extends Land Mobile Radio (LMR) networks to get voice and data coverage outside normal LMR service areas.
- Five programmable soft keys, support for keypad microphone, and additional programmable "P" button.
- Motorcycle configuration.
- E5 CHIB, while retaining the same screw location and bracket strategy as previous Motorola Solutions models for an easier installation.
- Meets Military Specs 810 (C, D, E, F, G & H).

SECTION 2

SERVICES

2.1 DEVICE MANAGEMENT SERVICES OVERVIEW

Managing user radio configurations can be a laborious, time intensive process that distracts West Covina's personnel from their core objectives. To provide West Covina with more efficient user radio fleet management and expert support, Motorola Solutions proposes the Advanced tier of our Device Management Services (DMS Advanced) for APX™ radios. DMS Advanced enables you to keep your APX two-way user radio fleet up-to-date and organized with minimal effort.

Motorola Solutions proposes to provide West Covina with the following DMS Advanced elements:

- A subscription license to Motorola Solutions' Radio Management (RM) programming tool. The subscription license included in this proposal is for 393 APX user radios.
 - The RM Device Programmer and RM Client software will reside on a Motorola-supplied computer, to be located on the City of West Covina premises.
 - The RM Server and RM Job Processor software will be hosted by Motorola Solutions and remotely accessed by West Covina through a secure Internet connection. Hosted service includes access to Motorola Solution's MyView Portal.
- Technical Support for the Radio Management tool.
- On-Site Setup Assistance.
- Radio Management User Training.
- APX Radio Hardware Repair for 393 APX radios.

The following sections describe the services included with DMS Advanced.

2.2 RADIO MANAGEMENT SOFTWARE LICENSING

Radio Management is a radio programming software tool that helps streamline the configuration and administration of West Covina's APX user radio fleet, and reduces programming time. Instead of programming one radio at a time, West Covina's technicians will be able to use Batch Programming to create codeplugs, program radios, and update firmware on multiple radios simultaneously via USB or Wi-Fi connections.

2.2.1 Radio Management Hosting

Motorola Solutions will host West Covina's Radio Management database, configurations, and codeplug data on Motorola Solutions' secure hosted server, removing the burden of server management and improving programming efficiency. Hosting data in Motorola Solutions' server frees West Covina from managing server security, maintenance, patching, and backup. Since the data is stored in a secure, remote server, West Covina's personnel will be able to program radios from any location with Internet access.

2.2.2 MyView Portal

MyView Portal is a secure, web-based tool for consolidating and accessing service information and West Covina's inventory data. West Covina personnel will be able to use MyView Portal to track information pertaining to Motorola Solutions-provided services, such as the status of repair work, preventive maintenance, and support tickets. To help West Covina review and manage your APX user radio fleet, your personnel will be able to access key user radio information, including serial number, unit number, current configuration, and current firmware version. With a few clicks on any web enabled device, personnel will be able to retrieve status information on West Covina's APX user radio fleet and provide it to management and end-users.

2.3 RADIO MANAGEMENT TECHNICAL SUPPORT

Motorola Solutions Radio Management Technical Support will be available to assist with diagnosing and resolving any Radio Management software malfunctions. Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

2.4 ON-SITE SETUP ASSISTANCE

On-Site Setup is designed to assist West Covina in the deployment and initial configuration of the Radio Management tool, and provide West Covina's personnel with foundational understanding of the core features and functions of the tool.

During setup, West Covina's personnel will shadow a Motorola Solutions technician as they set up access to the hosted Radio Management software, configure a programming client, and commission an initial group of radios to test the Radio Management software's functionality. Technicians from West Covina's team will be able to observe the process, learning optimal methods for setting up and operating the Radio Management software.

2.5 RADIO MANAGEMENT TRAINING

Motorola Solutions will supply Radio Management training courses for West Covina's personnel, providing them with an in-depth understanding of the programming tool. Motorola has proposed on-site training for 4 students to be conducted at West Covina's facility.

SECTION 3

IMPLEMENTATION PLAN

3.1 STATEMENT OF WORK

Motorola is proposing to City of West Covina the installation and configuration of the following

Tasks	Motorola	West Covina
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X



Tasks	Motorola	West Covina
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review West Covina's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present configuration and details of sites required by system design.	X	
Validate that West Covina's sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each department.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola's control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for West Covina provided hardware, software, LAN, WAN and Internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.		X
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Prepare equipment room drawings showing the layout of new and existing equipment.	X	
Ensure that required rack space is available for installation of the new equipment.		X



Tasks	Motorola	West Covina
Deliverable: Information and permitting requirements completed at each site.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Mobile Installation		
Deliver equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all equipment as outlined in the System Description based upon the agreed-upon vehicle design, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide vehicles for installation based on agreed upon schedule between West Covina and MSI PM		X
Label equipment.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Remove, transport, and dispose of old equipment.	X	X
Deliverable: Mobiles installed.		
DMS Installation		
Deliver equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide codeplug information to Motorola		X
Review and verify codeplug validity	X	
Install all equipment as outlined in the System Description based upon the agreed-upon design.	X	
Provide IT assistance to connect DMS to City Wi-Fi network.		X
Label equipment.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Deliverable: DMS Infrastructure installation complete		

Tasks	Motorola	West Covina
DMS Subscriber Programming Setup		
Deliver subscriber equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide location and space for technician setup		X
Provide access to City Secure Wi-Fi		X
Power up subscribers, connect to customer provided Wi-Fi	X	
Push codeplug from DMS to units	X	
Perform verification of codeplug entry and document results	X	
Deliverable: All subscribers programmed with customer provided template		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new subscribers completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola to provide subscription services during year 3 which align with the proposed services.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by West Covina		
Finalize Documentation and Project Acceptance		
Provide manufacturer's installation material, part list and other related material to West Covina upon project completion.	X	
Provide an electronic as-built system manual on CD or other West Covina's preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> Site Block Diagrams. Site Floor Plans (where applicable). 	X	



Tasks	Motorola	West Covina
<ul style="list-style-type: none"> ▪ Test Checklists. ▪ Equipment Inventory List. ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.2 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Installation team will use existing installed radio data cables for mobile installations. Should the cables be deemed unacceptable for use, a change order and revised installation schedule will be provided to West Covina.
- West Covina will be responsible for configuring City's network connection for DMS, including existing Wi-Fi access points, Internet facing firewalls, routers, and switches.
- Motorola will work with West Covina to verify up to six codeplugs validity on the new APX8000 and APX8500 subscribers. If additional codeplug verification, modification, or creation is required of Motorola, West Covina will be provided a change order and revised project schedule for the additional services.
- All existing sites or equipment locations will have sufficient space for the DMS on-premise equipment as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the DMS on-premise equipment.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, WIFI or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The total duration of this project is estimated to be 4 months. If the actual project takes much longer than the 4 month period due to factors outside of Motorola's control, a change order and revised project schedule will be provided to West Covina.

- The on-premise RM Device Programmer requires multicast network support on the City's existing Wi-Fi access point. Connection between this RM Device Programmer to the DMS cloud-hosted RM Server and Job Processor will be unicast.
- APX8000 and APX8500 rely on 2.4GHz Wi-Fi spectrum, secured via WPA-2, WPA, or WEP security protocols. Wi-Fi certificates are not supported.
- Even though West Covina Police and West Covina Fire will receive separate user accounts, they will be managing their radios on the same RM database. Once logged on, this means that PD personnel can see Fire radios and vice versa.

3.3 PRELIMINARY PROJECT SCHEDULE

The estimated time for completion of the project is 4 months from Project Kickoff through Final Project Acceptance.

A project specific schedule will be prepared by the assigned Motorola Solutions Project Manager during the Detailed Design Review, and then reviewed and approved by West Covina. Schedule time frame variables include: equipment lead times, vehicle availability, and installation coordination.



SECTION 4

EQUIPMENT LIST

4.1 SUBSCRIBER EQUIPMENT

Qty.	Item Number	Description
West Covina Police		
APX™ 8000 Series		
170	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5.
170	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.
170	Q361AN	ADD: P25 9600 BAUD TRUNKING.
170	Q58AL	ADD: 3Y ESSENTIAL SERVICE.
170	QA00580AA	ADD: TDMA OPERATION.
170	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.
170	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.
170	QA09001AB	ADD: WIFI CAPABILITY.
170	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY.
170	H38BS	ADD: SMARTZONE OPERATION.
170	G996AP	ADD: PROGRAMMING OVER P25 (OTAP).
170	QA05573AA	ALT: LI-ION IMPRES 2 IP68 5100MAH.
APX™ 8500		
130	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.
130	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.
130	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.
130	G831AD	ADD: SPKR 15W WATER RESISTANT.
130	G996AS	ENH: OVER THE AIR PROVISIONING.
130	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240.
130	GA00580AA	ADD: TDMA OPERATION.
130	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).
130	G51AT	ENH:SMARTZONE.
130	G78AT	ENH: 3 YEAR ESSENTIAL SVC.
130	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX.
130	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY.
130	GA09001AA	ADD: WI-FI CAPABILITY.
130	G444AH	ADD: APX CONTROL HEAD SOFTWARE.
130	G67EH	ADD: REMOTE MOUNT E5 MP.
130	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.
130	G806BL	ENH: ASTRO DIGITAL CAI OP APX.
130	GA01670AA	ADD: APX E5 CONTROL HEAD.
130	G361AH	ENH: P25 TRUNKING SOFTWARE APX.



Qty.	Item Number	Description
West Covina Fire		
APX™ 8000 Series		
41	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5.
41	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.
41	QA05595AA	ALT: BATT IMPRES 2 LIION DIV2 4850.
41	Q361AN	ADD: P25 9600 BAUD TRUNKING.
41	QA02006AC	ENH: APX8000XE RUGGED RADIO.
41	Q58AL	ADD: 3Y ESSENTIAL SERVICE.
41	QA00580AA	ADD: TDMA OPERATION.
41	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.
41	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING.
41	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.
41	QA09001AB	ADD: WIFI CAPABILITY.
41	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY.
41	H38BS	ADD: SMARTZONE OPERATION.
41	G996AP	ADD: PROGRAMMING OVER P25 (OTAP).
41	QA01427AG	ALT: APX8000/XE HOUSING GREEN.
APX™ 8500		
32	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.
32	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.
32	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.
32	G996AS	ENH: OVER THE AIR PROVISIONING.
32	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240.
32	GA00580AA	ADD: TDMA OPERATION.
32	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).
32	G51AT	ENH:SMARTZONE.
32	G78AT	ENH: 3 YEAR ESSENTIAL SVC.
32	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY.
32	GA09001AA	ADD: WI-FI CAPABILITY.
32	G444AH	ADD: APX CONTROL HEAD SOFTWARE.
32	G67EH	ADD: REMOTE MOUNT E5 MP.
32	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.
32	G806BL	ENH: ASTRO DIGITAL CAI OP APX.
32	GA01670AA	ADD: APX E5 CONTROL HEAD.
32	G361AH	ENH: P25 TRUNKING SOFTWARE APX.
32	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.
32	W22BA	ADD: STD PALM MICROPHONE APX.
APX™ 8500		
20	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.
20	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.



Qty.	Item Number	Description
20	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.
40	G831AD	ADD: SPKR 15W WATER RESISTANT.
20	G996AS	ENH: OVER THE AIR PROVISIONING.
20	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240.
20	GA00580AA	ADD: TDMA OPERATION.
20	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).
40	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX.
20	G51AT	ENH:SMARTZONE.
20	G78AT	ENH: 3 YEAR ESSENTIAL SVC.
20	GA00092AU	ADD: APXM DUAL E5 CH.
40	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX.
20	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY.
20	GA09001AA	ADD: WI-FI CAPABILITY.
40	G444AH	ADD: APX CONTROL HEAD SOFTWARE.
40	G67EH	ADD: REMOTE MOUNT E5 MP.
40	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.
40	G806BL	ENH: ASTRO DIGITAL CAI OP APX.
40	GA01670AA	ADD: APX E5 CONTROL HEAD.
20	G361AH	ENH: P25 TRUNKING SOFTWARE APX.
Police Standalone Items		
170	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG.
170	BDN6783B	AUDIO ACCY ADPT 3.5MM W/PTT.
170	PMNN4494A	BATT IMPRES 2 LIION R IP68 5100T.
170	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK.
Fire Standalone Items		
12	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA.
3	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA.
12	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT.
41	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN.

4.2 DMS EQUIPMENT

QTY	BLOCK	NOMENCLATURE	DESCRIPTION
2	LAPTOP	DSSUBLAPTOP	WINDOWS LAPTOP
5	LAPTOP	DSSUBLAPTOP	WINDOWS LAPTOP
1	PROG_CABLE	DSST7202USB	STARTECH 7PORT USB 2.0 HUB
7	PROG_CABLE	PMKN4012B	PORTABLE PROGRAMMING CABLE
7	PROG_CABLE	HKN6184C	CABLE CH, PROGRAMMING,USB

SECTION 5

PRICING

Motorola is pleased to provide the following equipment and services to City of West Covina.

This proposal pricing includes special incentives which are valid through September 30th 2021. Pricing subject to change after September 30th.

Description	Price (USD)
Equipment	
Police Department	
- (170) APX 8000 All Band Portable	\$1,998,350
- (130) APX 8500 All Band MP Mobile	\$1,470,040
- Accessories	\$135,405
Fire Department	
- (41) APX 8000 All Band Portable	\$522,340
- (52) APX 8500 All Band MP Mobile	\$602,656
- Accessories	\$31,091
Device Management Service Offering (DMSO) Infrastructure	\$9,037
Equipment Discount (ICI User Discount)	-\$1,486,082
Equipment Total	\$3,282,837
Project Services	
Police Department	
- (130) APX 8500 installed in 130 Black and White Vehicles	\$77,000
- (300) Subscriber implementation to DMS	\$14,754
Fire Department	
- (52) APX 8500 installed in 26 Fire Apparatus	\$50,000
- (93) Subscriber implementation to DMS	\$4,149
DMS Services	
- Infrastructure Setup	\$30,000
- Training	\$18,000
- Five (3) Years DMS Advanced RM Hosting - 393 Subscribers	\$109,883
- (Yearly breakdown detailed in section 5.1 below)	
Project Services	
- Project Management	
- Post Sale Engineering Services	
- Codeplug Verification	
- Systems Technologist Integration Support	
- DMS Infrastructure Installation	
- Testing	\$128,000

Description	Price (USD)
Project Services Total	\$431,786
Additional discounts applied to proposal valid to September 30, 2021 - 80% of discount applied to equipment - 20% of discount applied to services	-\$675,319
Equipment Total After Discount	\$2,742,582
Project Services Total After Discount	\$296,722
Project Total (after Discount)	\$3,039,305
Estimated Tax on Equipment (9.5%)	\$260,545
Project Total (after Discount) w/ Taxes applied	\$3,299,850

5.1 DEVICE MANAGEMENT SERVICES PRICING

The below table lays out the annual services and pricing included with the City of West Covina's Device Management Subscription. This subscription is for three (3) years from the activation date of services.

Services	2021	2022	2023
SFS DVC Essential	\$ 25,938	\$ 25,938	\$ 25,938
DMS Advanced RM - 393 Subscribers	\$ 10,690	\$ 10,690	\$ 10,690
DMS Advanced Hosting	\$ -	\$ -	\$ -
Total	\$ 36,628	\$ 36,628	\$ 36,628

5.2 STANDARD PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments to Motorola within check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon Detailed Design Review;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

100% of the DMS Contract Price (3 years) will be invoiced upon activation of DMS equipment.

100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



SECTION 6

CONTRACTUAL DOCUMENTATION

The term of this proposal will be governed by the Amended and Restated Master purchase and Service Agreement dated October 31, 2011 between Motorola Solutions and the City of Glendale and the enclosed Subscription Services Addendum. As an eligible purchaser under the agreement, ICI may accept the below proposal by issuing a Transaction Document referencing the Agreement and this proposal.



**AMENDED AND RESTATED
MASTER PURCHASE AND SERVICE AGREEMENT
BETWEEN THE CITY OF GLENDALE AND MOTOROLA**

THIS MASTER PURCHASE AGREEMENT ("Agreement") is entered into in duplicate this 31st day of October, 2011, (the "Effective Date") pursuant to a resolution adopted by the City Council of the City of Glendale, at its meeting of September 27, 2011 between MOTOROLA SOLUTIONS, INC., a Delaware corporation ("Motorola") and the CITY OF GLENDALE, a municipal corporation ("City"). Motorola and City may be referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces the existing Master Purchase Agreement between the Parties dated October 10, 2001, and applies to any Transaction Document (as defined below) agreed or issued after the Effective Date.

RECITALS

City is a public entity organized and existing pursuant to its Charter and the Constitution of the State of California.

City maintains a wireless communications network which includes, but is not limited to, infrastructure, hand-held and mobile radios, mobile data terminals, dispatch equipment, microwave transmitters and receivers and related equipment ("Telecommunications Equipment").

City has standardized the Telecommunications Equipment in order to be able to reallocate the Telecommunications Equipment among internal City departments and to control repair costs.

City has an ongoing need to acquire Telecommunications Equipment to maintain, repair and improve its communications network.

Motorola is currently engaged in providing Telecommunications Equipment and services and desires to render its services on the terms and conditions provided in this Agreement.

Motorola is a corporation which employs persons who are duly licensed to render services in the State of California and desires to render the services for the City as provided herein.

Motorola further warrants that its employees are experienced and capable of performing the tasks hereunder in a professional and competent manner.

THEREFORE, City hereby engages the services of Motorola, and in consideration of the mutual promises herein contained, the Parties agree as follows:

I. PRELIMINARY PROVISIONS

1.1 Term. This Agreement shall commence upon the Effective Date and shall continue in effect until midnight December 31, 2021, or until it has been terminated by either Party. Expiration of this Agreement will not affect any Warranty Period that has not yet expired. Upon the expiration effective date, the City will not issue any additional Transaction Documents, but any Transaction Document that the City has issued before the expiration effective date will remain valid unless otherwise mutually agreed in writing.

1.2 Definitions

Capitalized terms used in this Agreement, attached Exhibits or subsequent documents relating to this Agreement, and not otherwise defined therein, shall have the meanings set forth below.

1.2.a "Acceptance Test Plan" means the plan developed by City with the advice and input of Motorola, and agreed to in writing by both Parties, completion of which is the sole criteria for acceptance of a System.

1.2.b "Beneficial Use" means when City first uses a System or a major Subsystem for operational purposes (excluding training or testing provided by Motorola). Concerning System transactions, the City desires a thirty (30) day burn in period as part of the Acceptance Test Plan. Motorola's System proposal will include the burn in period as part of the Acceptance Test Plan and will describe what effect if any it has on the commencement of the Warranty Period and any additional pricing for the burn in period.

1.2.c "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

1.2.d "Core Release" means a new version of Software which adds Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g., SmartZone 2.0.3 to SmartZone 3.0).

1.2.e "Eligible Purchasers" means state and local governments (other than City) and their agencies, bodies, districts, or entities within the State of California.

1.2.f "Enhancement Release" means a superseding issue of Software which adds to, improves, or enhances the performance of Software Features contained in the then currently shipping Software version. These releases are signified by changes to the second or third digit of the version identifier number (e.g., SmartZone 3.1 to SmartZone 3.2; Private DataTAC 2.0.1 to 2.0.2).

1.2.g "Equipment" means the equipment and hardware purchased by and through this Agreement.

1.2.h "Feature" means a Software or Hardware functionality.

1.2.i "Motorola Software" means software whose copyright is owned by Motorola.

1.2.j "Non-Motorola Software" means software whose copyright is owned by a party other than Motorola and provided by Motorola.

1.2.k "Optional Feature" means an additional software or hardware functionality issued with a Core Release that is available to City at additional cost.

1.2.l "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

1.2.m "Product" means Equipment or Software.

1.2.n "Services" means the performance of a task, provision of advice and counsel, assistance or access to a resource (such as access to an information database) Motorola makes available to City.

1.2.o "Software" means Motorola Software or Non-Motorola Software that may be furnished by Motorola.

1.2.p "Special Product Feature" means features specially developed for City which contain City unique functionality.

1.2.q "Standard Feature" means an additional software functionality for components of City's system that is available to City in the standard software release.

1.2.r "System" or "Communications System" means a communications system manufactured by Motorola including the Equipment and/or, Motorola Software and/or Non-Motorola Software.

1.2.s "System Acceptance" means the date on which the Acceptance Test Plan for a System is successfully completed, and City confirms such in writing. City must promptly confirm in writing System Acceptance, typically in the form of a System Acceptance Certificate, if the System successfully completes the Acceptance Test Plan. If City reasonably believes the System did not successfully complete the Acceptance Test Plan, City will promptly give Motorola written notification of this conclusion as well as sufficient details supporting the City's conclusion. Minor omissions or variances that do not materially affect System performance will not be reasons to delay System Acceptance but will be corrected as punch list items according to a mutually agreed schedule.

1.2.t "Transaction Document" means purchase orders, or other documents used to purchase Systems, Products, or Services, which shall contain information specific to that transaction.

1.2.u "Warranty Period" means, with respect to a System transaction, one (1) year from the date of Beneficial Use or System Acceptance, whichever first occurs; provided that if System Acceptance is delayed beyond six (6) months after Equipment shipment by events or causes within City's control as reasonably and in good faith determined by City, the Warranty Period expires eighteen (18) months after the Equipment shipment date. "Warranty Period" means, with respect to a non-System transaction (such as the purchase of only Products without System Integration services), one (1) year from the date of shipment. "Warranty Period" means, with respect to Services, six (6) months from the date of performance of the Services.

1.3 Exhibits. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Service Terms and Conditions for Maintenance and Support
Exhibit C	Pricing Schedule

1.4. Representatives. Both Parties shall appoint a project manager who shall coordinate, review and insure performance by Motorola under this Agreement. The project manager appointed by City shall oversee the daily administration of the tasks to be performed by Motorola under this Agreement. Concerning Product only (non-System) transactions, Mark Herzog, or his successor, will serve as the Motorola project manager. Concerning major System transactions, Motorola will designate a Project Manager before project kickoff.

1.5. Eligible Purchasers. Eligible Purchasers may purchase Systems, Products or Services from Motorola using this Agreement. An Eligible Purchaser must refer specifically to this Agreement in its Transaction Document. An Eligible Purchaser placing an order using this Agreement has the same rights and responsibilities as City under this Agreement with respect to its purchase, but the Eligible Purchaser and not City is liable to pay for and perform the duties of City concerning its order.

1.6. Product Availability, Additions and Deletions. City may purchase any Products offered by Motorola that are shown in its then current published Price Book (which describes the available Products and their domestic list prices). City may purchase any third party "drop ship" Products that are then offered by Motorola. Because of the lengthy term of this Agreement, the Parties acknowledge that Products that are currently available may become discontinued and replacement or additional Products may become available. If so, Motorola may from time to time amend its Product offerings. Motorola will use reasonable efforts to communicate to City any planned Product discontinuations and any Product replacements or additions. Motorola shall provide City with access to the Motorola Electronic Catalog (Domestic List Pricing) ECAT online via the Internet through Motorola On Line ("MOL") throughout the term of this Agreement. City acknowledges such information is Motorola Confidential and Proprietary.

1.7 Concerning System transactions that exceed \$1,000,000 and that have a Motorola Project Manager assigned, Motorola will use reasonable efforts to provide City with access to a Motorola Extranet site that contains a copy of the "as executed" contract and other important project related documents relevant to System design and deployment. Such documents may include the System Acceptance Certificate, contract amendments and change orders, drawings, etc.

II. TERMS AND CONDITIONS

2.1 Purchase and Sale.

2.1.a Scope of Work. From time to time and as needed and requested by City, Motorola shall provide to City a written and binding proposal ("Proposal") for a System, Equipment, Services, and Software, including as applicable pricing, payment terms, delivery terms and technical specifications, statements of work, acceptance test plan, and other documentation necessary for the transaction which shall be stated on or attached to the Transaction Document. If City is interested in lease financing to pay all or some of the price, it will request a lease financing quote from Motorola or Motorola Credit Corporation.

2.1.b Additional Products. City, by and through the City Manager, may submit purchase orders (or other form of Transaction Document) for the purchase of a System, Equipment, Software, Services, and related items contained in a Motorola Proposal and as specified in the

Transaction Document. Each purchase order or other Transaction Document shall specifically refer to this Agreement and shall be an offer by City subject to Motorola's acceptance. Except for pricing, payment terms, delivery terms and technical specifications including Statements of Work, and other documentation necessary for the transaction which shall be stated on or attached to the Transaction Document, City and Motorola agree that the applicable terms of this Agreement will be the only terms and conditions that govern the purchase and sale of Systems, Products, Services, and/or Software identified on such purchase orders (or other form of Transaction Document).

2.2 Software Maintenance and Upgrades. For all new Systems staged at Motorola's Customer Center for System Integration ("CCSI"), Motorola will provide a quotation for optional software maintenance and software upgrade services.

2.2.a. Software Support and Equipment Maintenance Service. Software support services described below apply only for upgrade capable Motorola radio communication equipment that is in the City's configuration if so indicated in the Proposal for a new System transaction. If applicable, Motorola will provide a quotation for optional Software support during the Warranty Period, in addition to warranty coverage. Non-Motorola Software and Radio Service Software (RSS) are excluded.

2.2.b. During the Warranty Period, Motorola shall provide periodic Motorola Software Enhancement Releases applicable to Features currently provided to City by Motorola under a Software License Agreement, attached hereto as Exhibit A and incorporated herein by this reference. City is responsible for the purchase of additional hardware that is necessary to upgrade to the newly issued Enhancement Release.

2.2.c. If City elects to purchase optional Software Maintenance or Software Upgrade Services, Motorola shall provide those Standard Features included in a Core Release which apply to City's existing System components. City is responsible for the purchase and license of additional products, hardware, and/or software that are necessary to migrate to a newly issued Core Release.

2.2.d. If City elects to purchase optional Software Maintenance or Software Upgrade Services, City may purchase Optional Features issued with a Core Release at a discounted price under a separate agreement. Once an Optional Feature is provided to City, City will be entitled under this Agreement to all Enhancement Releases for that Optional Feature.

2.2.e. Special Product Features previously developed by Motorola unique to City's System, if any, may require additional engineering effort to be incorporated into an Enhancement Release or Core Release so that the Special Product Feature will not be overwritten upon its installation. Upon written request, Motorola shall determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required. City shall be responsible for all charges associated with any additional engineering required for each Enhancement Release or Core Release that it chooses to install. Such equipment and engineering may be provided pursuant to a separate agreement.

2.2.f. Motorola shall issue to City at the below address bulletins announcing Enhancement Releases and Core Releases, if applicable. If City desires to obtain the announced Enhancement Release or Core Release, City shall provide written notice to Motorola.

Wireless Communications Administrator
City of Glendale
Department of Information Services

Wireless Communications Division
120 North Isabel Street
Glendale, CA 91206

2.2.g. Because Enhancement Releases may include minor performance enhancements, City is encouraged to periodically upgrade the Motorola Software operating on its System with the most current Enhancement Release (e.g., Astro25 version 7.9 to Astro25 version 7.10). City may choose not to install a new Software release, however, City acknowledges that by so choosing, it may limit or eliminate the applicability of future releases to its System.

2.2.h. Because the optional Software Maintenance or Software Upgrade Services include Enhancement Releases for only the Software versions that Motorola may be supporting during the term of this Agreement, City is encouraged to migrate the Motorola Software operating on its System to the most current Core Release (e.g., Astro25 version 7.9 to Astro25 version 7.11). If City's System is not maintained to the most current supported software version, all Core Releases and Enhancement Releases may not be compatible with City's existing System. Additional hardware, Motorola Software, and engineered modifications may be required if City desires to migrate to a particular Core Release or Enhancement Release. Such additional hardware, Motorola Software and engineering are not included as part of the Software Maintenance or Upgrade Program and may be provided pursuant to a separate Transaction Document. If the size and complexity of City's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate Transaction Document.

2.2.i. Motorola Software. Any Motorola Software furnished shall be licensed to City solely according to the terms and restrictions of the Software License Agreement attached as Exhibit "A." City hereby accepts all of the terms and restrictions of the Software License Agreement.

2.2.j. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sub-license such Non-Motorola Software, in which case the Software License Agreement shall apply.

2.2.k. Equipment Acceptance. Concerning System transactions, Motorola will test the System in accordance with the Acceptance Test Plan if one is included in the Proposal. Concerning non-System or other transactions, no acceptance testing is provided unless the Proposal expressly states the contrary, but City has no duty to accept non-conforming Products or Products damaged in transit.

2.3. Pricing. The Pricing Schedule, attached hereto as Exhibit C, and incorporated herein by this reference, sets forth the applicable discounts from the Price Book and any discounts applicable to drop ship Products, and these discounts will apply to City's purchases for all Products. The Pricing Schedule also sets forth the per diem rates or other pricing for Services. Services rates and pricing are based upon a normal eight hour work day (excluding weekends, holidays, or other premium rate times) with a half-day minimum. Unless otherwise expressly stated in the written quotation or proposal, pricing will be on a firm, fixed price basis, applying the rates described above to the estimated types and amounts of Services. Beginning with calendar year 2015 and each calendar year thereafter during the term of this Agreement, Motorola may by notifying City increase these per diem rates by no more than 3%. Pricing for Systems will be

specifically quoted. Pricing may include large project, system, or other discounts.

2.4 Purchase and Sale of Communications Systems.

2.4.a. Scope of Work. For System transactions, Motorola will manufacture (or for third party drop ship Products will provide), assemble and integrate Equipment and Software, stage, test, deliver, and install the Communications System at sites designated by City, as specified in the Proposal.

2.4.b. Communications System Maintenance and Support Service. At City's option, City may purchase maintenance and support services from Motorola consistent with the terms and conditions set forth in Exhibit B, attached hereto and incorporated herein. If Motorola's maintenance and support program for Systems, Products or Software is revised, such revisions will be reflected in the maintenance and support proposal or statement of work that Motorola presents to City. Pricing for these services will be as set forth in the Maintenance and Support Proposal and Transaction Document.

2.4.c Installation and Site Conditions. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date of this Agreement. If Motorola and City determine during the course of performance of this Agreement that the sites identified in a Proposal are no longer available or desired, or, if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated on the specifications in the Proposal, Motorola and City will promptly investigate the conditions and jointly select replacement sites or adjust the installation plans and specifications as necessary. If Motorola and City determine that any change in sites, site availability, installation plans, or specifications will require an adjustment in the price specified in the Transaction Document, or in the time required for the performance of this Agreement, the Parties shall agree to an equitable adjustment in the price, performance schedule, or both; and the Transaction Document shall be modified in accordance with Section 2.7 of this Agreement.

2.4.d System Acceptance. For System transactions, Motorola will test the Communications System in accordance with the Acceptance Test Plan included in the Proposal. System acceptance will occur upon the successful completion of such testing at which time both Parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both Parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. City and Motorola shall jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon punch list schedule. When all deliverables and other work (including punch list items) have been completed, "Final Project Acceptance" will occur and will be memorialized in a mutually executed certificate.

2.4.e Notice of Acceptance Testing. Motorola shall notify City when a Communications System is ready for acceptance testing. Motorola and City shall commence acceptance testing within fifteen (15) business days after receiving such notification.

2.4.f Training. As reasonably requested by City, Motorola shall provide a Proposal for training courses for City's designated employees and pricing will be discounted 10% from what Motorola customarily charges for such training. Motorola shall provide all training and presentation materials, documents and equipment necessary to adequately provide the training

courses. City agrees to notify Motorola immediately if a date change for a scheduled training program is required. A charge in an amount not to exceed 10% of the price of the class cancelled, will apply to a training program rescheduled by City less than fourteen (14) business days prior to its scheduled start date. All training courses shall take place on site, or at such other location designated by City.

2.5 Professional Services. As reasonably requested by City, Motorola shall provide a Proposal for radio system engineering and design; civil engineering; radio site design and construction, and other professional services typically offered by Motorola. The scope of the Services and pricing shall be more particularly described in the Proposal. For transactions involving Services less than \$100,000, the pricing in Exhibit C, attached hereto and incorporated herein, will be used. Professional Services are generally estimated and proposed on a firm, fixed price basis and may include System, large project, customer loyalty, or other discounts.

2.6 Additional Services.

2.6.a Motorola shall provide services for the Equipment in accordance with the following standards: (i) Motorola shall use parts or parts of equal quality that are new or are warranted as "like new;" (ii) the Equipment shall be serviced at levels set forth in Motorola's product manuals; and (iii) Motorola shall follow routine service procedures that are prescribed by Motorola for its products.

2.6.b All Additional Products purchased by City from Motorola which are part of the Communications System or of similar type as the Equipment covered under this Agreement, shall automatically be subject to the same service provisions set forth herein. If these Additional Products are to be added to a Maintenance and Support Agreement during the Warranty Period for those Additional Products or after it expires, then that Maintenance and Support Agreement will be so amended and the maintenance services will be billed at the applicable rates consistent with the Maintenance and Support Agreement.

2.6.c Upon discovery of any lost, damaged or stolen Equipment that is part of the System and covered under a Maintenance Agreement, City shall notify Motorola in writing within ten (10) business days of such occurrence. City's obligation to pay fees in connection with service for such Equipment shall terminate immediately upon Motorola receiving such written notice.

2.6.d City shall notify Motorola immediately of any Equipment failure. Motorola shall respond to City's notification in a manner consistent with the level of service purchased as indicated in the Proposal, Maintenance Agreement, and Transactional Documents.

2.7 Services Excluded Under the Maintenance Support Services Agreement.

2.7.a Motorola shall not provide Services for the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

2.7.b Unless specifically included in the Proposal, and subsequent agreements, Services do not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web.

2.7.c Unless specifically included in the Proposal and subsequent agreements, Services of Equipment do not include items that are consumed in the course of normal operation of the

Equipment, such as, but not limited to, batteries and computer supplies.

2.7.d Services do not include reprogramming of Equipment; accessories, belt clips, or battery chargers; custom or Special Products; modified units; or software.

2.8 Time and Place of Service. Services shall be provided at the location specified in the Proposal and Transaction Document. When Motorola performs Services at the Equipment's location, City agrees to provide Motorola, at no charge, a non-hazardous environment (similar to that provided for its own employees) for work with shelter, heat, light, and power and with full and free access to the Equipment. City shall provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in the Proposal and subsequent agreements, the hours of Service will be between the hours of 7:00 a.m. to 6:00 p.m., excluding weekends and City holidays. In the event of Equipment failure which effects public safety as determined by City, Motorola shall provide Service at any time, including outside the working hours as set forth herein, but Motorola may charge overtime rates totaling 150% of the normal cost for such Services.

2.9 Change Orders. Upon written notice to Motorola, City may change within the general scope of a Transaction Document the Statement of Work or Equipment List, including, but not limited to: the quantity of items; the plans; specifications; descriptions; data; schedules; the time; method; place of delivery; or the method of shipment or packaging. Upon receipt of City's notice of a change and provided Motorola can reasonably perform the change, Motorola shall proceed promptly to prepare a change order document for mutual execution in accordance with the terms of the notice. If any change causes an increase or decrease in the cost of performance, or in the time required for performance, City and Motorola shall promptly negotiate an equitable price adjustment which will be reflected in the change order document. Motorola shall promptly deliver to City an initial written statement showing the effect of and reasons for the change in the price and in the delivery or performance date(s).

III. LICENSES

3.1 FCC Licensing. City is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees are agents or representatives of City in FCC matters or otherwise. If requested, Motorola shall assist in the City's preparation and filing of FCC license applications at no charge to City. City acknowledges that project implementation is predicated on receipt of proper FCC licensing. Absent proper FCC licensing, equipment may be installed and tested pursuant to the acceptance test plan, and shall be left in a dormant state, with antenna feedlines disconnected.

3.2 Other Licenses and Permits. Unless the Transaction Document (including any Statement of Work) provides to the contrary, Motorola shall obtain all permits required by other agencies (Federal, State, and County) for the performance of work described in a Transaction Document. All permits and licenses relating to Motorola's business shall be at the expense of Motorola. City shall assist in the preparation of applications for permits issued by City. City shall procure any necessary construction permits, building permits, zoning variances, provide access to the sites identified in a Proposal and shall have such sites available for installation of the Equipment by Motorola in accordance with the Proposal. Permit fees to City shall be waived.

3.3 Disclaimer of License. Except as explicitly provided in the Motorola Software License

Agreement, nothing in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license or right under any patents, patent applications, copyrights, trademarks, trade secrets or other intellectual property of Motorola. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola and Motorola does not grant to City any right, title or interest in Motorola's Proprietary Rights.

IV. CONFIDENTIALITY

During the term of this Agreement, the Parties may provide to each other Confidential Information. Neither Party shall disclose, publish, or authorize others to disclose or publish the Confidential Information of the other Party, which may include design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Motorola by City or other information to which Motorola or the City has had access during the term of this Agreement without the prior written approval of the City Attorney or Motorola during the term of this Agreement and for a period of two (2) years after the termination of this Agreement. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Any and all information deemed Confidential Information by Motorola must be clearly marked as such. This provision is subject to the California Public Records Act.

V. DEFAULT AND TERMINATION

5.1 Default. If City through its Director of Information Services deems that Motorola is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to deliver the Products or satisfactorily perform the Services specified in a Transaction Document, the Director of Information Services may give written notice to Motorola specifying the alleged defaults to be remedied within thirty (30) days and such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

5.1.a Motorola will remedy the defaults set forth in the written notice from the Director of Information Services within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to City if the remedy cannot be completed within thirty (30) days. If Motorola does not remedy the default to the reasonable satisfaction of the Director of Information Services within the

agreed time frame, then City may terminate the Transaction Document, provide for such service from another provider, and recover from Motorola actual damages reasonably incurred by City as a result of Motorola's uncured default. In addition, City may withhold any money due or which may become due to Motorola for such task related to the claimed default until the damage amount owed is settled.

5.1.b If City fails to perform a material obligation under this Agreement, Motorola may give a written notice to City specifying the alleged default to be remedied and such notice (except for a notice concerning non-payment) shall set forth the basis for the alleged default and may suggest corrective measures. Except concerning non-payment which must be resolved immediately and in accordance with section 6.3, City will remedy the default set forth in the written notice from Motorola within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to Motorola if the remedy cannot be completed within thirty (30) days.

5.2 Termination Without Cause. Notwithstanding paragraph 5.1, City reserves the right and may elect to terminate this Agreement at any time without cause upon thirty (30) days prior written notice. At such time, City will not issue any additional Transaction Documents and the Parties will meet and confer to determine whether any open Transaction Documents should be completed or terminated. If an open Transaction Document is terminated, Motorola will be compensated only for those Products ordered and delivered and the Services which have been satisfactorily completed through the effective date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement without cause.

VI. PAYMENT

6.1. Fixed Fee Contract Price Unless a Proposal or Transaction Document expressly states to the contrary, Motorola's pricing will be on a firm fixed price basis, exclusive of sales and similar taxes but inclusive of ground freight.

6.2. Billing. Motorola shall submit an itemized billing to City for approval prior to receiving compensation for System milestones, Equipment, Software, and Services. Billing shall include a brief itemization and summary of total price for that invoice.

6.3 Invoicing

6.3.a Motorola shall submit invoices to City as described in this Section 6.3. Each invoice shall reference this Agreement, contain a description of the Products delivered or Services performed that are the subject of the invoice, and will be submitted to the following address:

City of Glendale
Department of Information Services
Wireless Communications Division
120 North Isabel Street
Glendale, CA 91206

6.3.b For System or System expansion transactions, the following payment terms will apply unless the specific Transaction Document has different payment milestones.

1. 20% of the Contract Price upon execution (or issuance) of the Transaction Document;
2. 20% of the Contract Price upon completion of contract design review;
3. 25% of the Contract Price upon shipment of equipment;
4. 25% of the Contract Price upon completion of installation;
5. 10% of the Contract Price upon Final Project Acceptance.

For other non-System transactions, Products will be invoiced as the Products are shipped and Services are invoiced as performed on a monthly basis unless the specific Transaction Document has different payment terms. City shall pay Motorola amounts billed, less disputed costs, if any, within 30 calendar days following receipt of the required invoice.

6.3.c Motorola reserves the right to make partial shipments of Equipment and to request payment upon receipt and inventory of such Equipment.

6.4 Excess Costs. In the event Motorola incurs costs in excess of the total price without a written amendment, City shall not be responsible for, nor shall be required to pay, any part of such excess and Motorola shall have no claim against City on account thereof.

6.5 Records and Audit. Except for proprietary or trade secret information, records of Motorola's invoices pertaining to the work and records of accounts between City and Motorola shall be kept on a generally recognized accounting basis and, except for cost data or other confidential and proprietary information, shall be made available for inspection and audit as described immediately below. Motorola shall permit the authorized representatives of City and if City's funding for the purchase is from a grant, then the applicable government granting agency auditors if so required by the grant, to inspect and audit all such records of Motorola relating to its contractual performance concerning a Transaction Document for five (5) years from the date the transaction described by the Transaction Document is completed. Agreements with Motorola's subcontractors shall include provisions for such audits, as applicable. For purposes of audit, the date of completion shall be the date of City's payment for Motorola's final billing (so noted on the invoice) under the Transaction Document, or a period of ninety (90) days from the date of City's Notice of Final Acceptance, whichever occurs first.

VII. LIMITATION OF LIABILITY

Except for personal injury, property damage or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the greater of the price of the Equipment or Services with respect to which losses or damages are claimed or \$250,000. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This Limitation of Liability will survive the expiration or termination of this Agreement.

VIII. WARRANTIES

8.1 General Provisions. Motorola warrants that when delivered all the equipment items ordered will conform to the manufacturer's applicable plans, specifications, descriptions, drawings, data, and samples; will be of good workmanship and material; and free from material defect. Concerning System transactions when Motorola designs the System, Motorola entirely assumes design responsibility, warrants during the Warranty Period that the System is free from material design defect and conforms as specified in the Transaction Document. Motorola's warranties, including services, shall not be deemed as the exclusive or sole warranty for any item ordered. City's inspection, approval, acceptance, use of, or payment for all or any part of the item ordered shall not affect its warranty rights, regardless of whether a breach of warranty was evident at the time.

8.2 Warranty for Motorola Equipment. During the Warranty Period, Motorola warrants the Motorola manufactured Equipment against material defects in materials and workmanship under normal use and service. If a written warranty claim is made, Motorola, at its option, will at no charge to City repair the Product with new or reconditioned parts, replace it with the same or equivalent Product, or refund the purchase price of the Product during the Warranty Period. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

8.3 Warranty for Motorola Communications Systems. During the Warranty Period, Motorola warrants that a Communications System will function in accordance with the specifications contained in the Statement of Work portion of the Transaction Document pursuant to which the Communications Systems is purchased. During the Warranty Period, Motorola will provide Services in accordance with the Transaction Document.

8.4 Software Warranty. During the Warranty Period, Motorola warrants the Motorola Software against defects in accordance with the terms of the Software License Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

8.5 Warranty for Professional Services. During the Warranty Period, Motorola warrants the Services that are professional in nature such as field engineering or project management (the "Professional Services") shall be performed in a professional manner and will conform to professional standards. If a written warranty claim is made, Motorola at its option will at no charge to City either re-perform the defective Services or refund the price for the defective Services.

8.6 Third Party Warranty. To the extent transferable, Motorola shall transfer to City all of its rights to and interests in the manufacturer's warranty or guarantee for each item delivered or installed under the Agreement that is provided to Motorola from the manufacturer. Where applicable, City shall be named as the owner - beneficiary in any warranty or guarantee. Motorola shall deliver to City all the written material comprising the manufacturer's warranty or guarantee that it receives from the manufacturer. Motorola shall ensure that each warranty or guarantee is in full force and effect from the date City starts operating or using the item. All manufacturers' warranties or guarantees shall be in addition to Motorola's warranty under this Agreement but shall not diminish any rights or remedies that Motorola has against the manufacturer.

8.7 Self Maintenance. [Intentionally omitted.]

8.8 Limitations. This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product, Equipment, Software, Services or System for purposes of commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. Motorola assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola cannot be responsible in any way for reasons or parties beyond Motorola's control or for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each System which may use the Product is unique, Motorola disclaims liability for range or coverage, except as provided in the Acceptance Testing Plan. Further, these warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship or negligence by Motorola; (iii) Equipment that has had the serial number intentionally removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.9. Disclaimer of Implied Warranties. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE SYSTEMS, EQUIPMENT, MOTOROLA SOFTWARE, AND SERVICES PROVIDED UNDER A TRANSACTION DOCUMENT COVERED BY THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. INSURANCE AND INDEMNIFICATION

9.1 Public Liability and Property Damage Insurance

9.1.a At its own expense, Motorola shall obtain, pay for and maintain during the life of the Agreement an "occurrence" policy for Commercial General Liability (including Contractual Liability) and for Automobile Liability which shall protect it and City from claims for injuries and damages. The policy shall include the City of Glendale, its officers, representatives, and employees as additional insureds under the policy in the following amounts:

A. COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for personal injuries, including accidental death, to any one person; property damage insurance in an amount not less than Five Million Dollars (\$5,000,000); or a combined single limit of insurance for the above coverages in an amount not less than Five Million Dollars (\$5,000,000); and

B. AUTOMOBILE LIABILITY INSURANCE endorsed for all vehicles (whether rented, leased, hired, scheduled, owned or non-owned), in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for personal injuries, including accidental death, to any one person; property damage insurance in an amount not less than Two Million Dollars (\$2,000,000); and subject to the above limits and combined single limit of insurance in an amount not less than

One Million Dollars (\$2,000,000).

9.1.b At all times, the insurance company issuing the policy shall be an "admitted" insurer in the State of California or an eligible surplus line insurer registered with the California Department of Insurance; shall be domiciled within, and organized under the laws of, a state of the United States; and shall carry an A.M. Best & Company minimum rating of "A:VII."

9.1.c All policies shall contain a "Separation of Insured" clause and a "Primary Coverage" clause for any loss arising out of or caused by Motorola's performance of the Agreement.

9.1.d Motorola shall deliver to City a "certificate of insurance" and a blanket "additional insured endorsement", both documents executed by the insurance carrier or its authorized representative, on an Acord form (2009/09), which set forth the above provisions.

9.1.e The certificate of insurance shall state: "The City of Glendale, its officers, and employees are added as additional insureds with respect to the Commercial General liability policy. This insurance is primary to the coverage of the City of Glendale. The insurance shall apply separately to each insured." The blanket endorsement is an ISO C6 2010 blanket endorsement form.

9.2 Workers' Compensation Insurance

9.2.a Motorola understands and agrees that all persons furnishing services to City under this Agreement are, for the purpose of workers' compensation liability, employees solely of Motorola or its contractors and sub-contractors and not of City. Motorola or its contractors or sub-contractors shall bear the sole responsibility and liability for furnishing workers' compensation benefits to its employees, or anyone it directly employs, for injuries arising out of or connected with services performed on behalf of Motorola.

9.2.b At its own expense, Motorola shall obtain, pay for, and maintain for the duration of the Agreement, complete workers' compensation insurance. Motorola shall provide proof of workers' compensation coverage by delivering to City either an insurance certificate or a certificate of consent to self-insure. The City of Glendale shall not be responsible for any claims at law or in equity caused by Motorola's failure to comply with this paragraph.

9.3 Motorola' Failure to Obtain, Pay For, or Maintain Insurance

9.3.a Motorola shall deliver to City the required certificate(s) of insurance and endorsement(s) upon execution of this Agreement. In addition, Motorola shall notify City at least thirty (30) days in advance of any policy cancellation, termination or reduction of the stated limits.

9.3.b Motorola's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which City may immediately terminate or suspend this Agreement upon written notice to Motorola. In the event of any termination or suspension, City may use the services of another service provider, without City's incurring any liability to Motorola.

9.4 Indemnification

9.4.a Motorola shall indemnify, defend and hold harmless, to the maximum extent permitted by law, City and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney's fees, litigation, mediation, appeal expenses)

(collectively, "Liabilities"), which may accrue against City to the extent the Liabilities are caused directly or indirectly by Motorola's negligence, recklessness or intentional acts of misconduct, or that of its employees, subcontractors, or agents.

9.4.b Motorola's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Motorola whether such Liabilities accrue, or may be discovered, before or after termination of this Agreement.

9.4.c Motorola's failure to comply with this section's provisions shall constitute a material breach upon which City may immediately terminate or suspend this Agreement.

9.5. Patent and Copyright Infringement.

9.5.a Motorola will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a U.S. patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. Subject to the same conditions, Motorola will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

9.5.b If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

9.5.c Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) a modification of the Motorola Product by a party other than Motorola; (d) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (e) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City from sales or license of the infringing Motorola Product.

9.5.d This Section provides City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

X. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. No modification or amendment of this Agreement shall be effective unless evidenced by a writing signed by both Parties.

10.2 Conflicting Terms. In the event of a conflict between the terms of this Agreement, the attached Exhibits, or Transactional Documents, those of this Agreement shall prevail.

10.3 Headings and Section References. The headings given to the sections of this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.

10.4 Assignment.

10.4.a Excluding Eligible Purchasers, nothing under this Agreement shall be construed to give any rights or benefits to any party other than City and Motorola and all duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of City and Motorola, and not for the benefit of any other party. Motorola shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without City's prior written consent, except that Motorola may assign this Agreement to its affiliates or its right to receive payment without the prior consent of City, but no such assignment by Motorola will relieve Motorola of any of its obligations under the Agreement. Such consent shall not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be void and totally ineffective for all purposes. In addition, in the event Motorola separates one or more of its businesses (a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of City and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties and obligations under this Agreement.

10.4.b In the event City consents to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

10.5 Successors and Assigns. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

10.6 Resolution of Disputes. City and Motorola will attempt to settle any controversy or claim that arises from this Agreement (including any modifications and exhibits), through consultation, negotiation or voluntary mediation in good faith and a spirit of cooperation. Any dispute that cannot be resolved between the parties through consultation, negotiation or mediation may be submitted by either Party to a court of competent jurisdiction in the State of California. Each Party consents to jurisdiction over it by such a court in Los Angeles County.

10.7 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which he, she or it may be entitled.

10.8 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

10.9 Time is of the Essence. Whenever a task is to be performed by a Party, it shall be performed consistent with any time constraints set forth in the applicable Transaction Document including exhibits, time being considered of the essence of this Agreement. Notwithstanding the preceding sentence, Motorola shall provide a detailed Project Schedule, which are the Parties' reasonable and agreed estimates of the dates or timeframes within which the major project milestones are to be performed.

10.10 Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should City or Motorola have a change of address, the other Party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Motorola to City shall be given to City addressed as follows:

CITY: Director of Information Services
City of Glendale
141 N. Glendale Avenue, Suite 314
Glendale, California 91206
Tel: 818-548-6444

Motorola:

Mark Herzog
Motorola Solutions
28683 Canyon Oak Drive
Highland, CA 92346
909-862-3206

10.11 Non-Discrimination in Employment. Motorola certifies and agrees not to discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability. Evidence of discrimination shall be sufficient cause for termination of this Agreement under Article 5.

10.12 Severability. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

10.13 Waiver of Breach. The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10.14 Force Majeure. Neither Party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future, beyond the reasonable control of such Party which include but are not limited to acts of God, weather conditions, compliance with laws and regulations, fire, labor disputes or civil unrest ("Force Majeure"). Any delays beyond the control of either Party shall automatically extend the time schedule as set forth in this Agreement (or a Transaction Document) by the period of any such delay.

10.15 Authority. Each Party warrants that the person executing this Agreement is an authorized agent of such Party who has actual authority to bind such Party to each and every term, condition and provision of this Agreement, and that all requirements have been fulfilled to provide such actual authority.

10.16 Title and Risk of Loss. For System transactions, title to the Equipment will pass to Customer upon delivery of the Equipment, except that title to Software will not pass to Customer at any time. For non-System transactions title to the Equipment will pass to Customer upon shipment of the Equipment. For all transactions risk of loss concerning Equipment will pass to Customer upon delivery of the Equipment to the facilities designated by Customer.

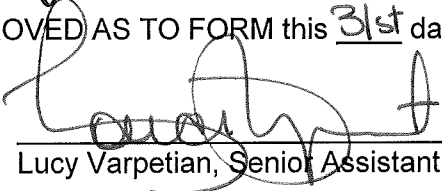
10.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

Executed at Glendale, California, on the day and year first written.

CITY OF GLENDALE

By: 
James E. Starbird, City Manager

APPROVED AS TO FORM this 31st day of October, 2011

By: 
Lucy Varpetian, Senior Assistant City Attorney

MOTOROLA SOLUTIONS, INC.

By: 
Mark Schmidt, MSSSI Vice President

APPROVED AS TO FORM this 26 day of October, 2011

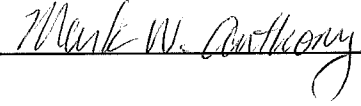
By: 

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Glendale, California ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable

or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement,

will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the

Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B

Service Terms and Conditions

Applicable to Maintenance and Support Services

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means in this Exhibit B with reference to Maintenance and Support Services these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that covered by Maintenance and Support and is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those maintenance, support, and other services, if any, described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions for Maintenance and Support Services and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will

provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Services shall be provided at the location specified in the Proposal and Transaction Document. When Motorola performs Services at the Equipment's location, City agrees to provide Motorola, at no charge, a non-hazardous environment (similar to that provided for its own employees) for work with shelter, heat, light, and power and with full and free access to the Equipment. City shall provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in the Proposal and subsequent agreements, the hours of Service will be between the hours of 7:00 a.m. to 6:00 p.m., excluding weekends and City holidays. In the event of Equipment failure which effects public safety as determined by City, Motorola shall provide Service at any time, including outside the working hours as set forth herein, but Motorola may charge overtime rates totaling 150% of the normal cost for such Services.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an

escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

For Maintenance and Support, Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If City through its Director of Information Services deems that Motorola is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to deliver the Products or satisfactorily perform the Maintenance and Support Services specified in a Transaction Document, the Director of Information Services may give written notice to Motorola specifying the alleged defaults to be remedied within thirty (30) days and such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

10.1.a Motorola will remedy the defaults set forth in the written notice from the Director of Information Services within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to City if the remedy cannot be completed within thirty (30) days. If Motorola does not remedy the default to the reasonable satisfaction of the Director of Information Services within the agreed time frame, then City may terminate the Transaction Document, provide for such Maintenance and Support Service from another provider, and recover from Motorola actual damages reasonably incurred by City as a result of Motorola's uncured default. In addition, City may withhold any money due or which may become due to Motorola for such Maintenance and Support task related to the claimed default until the damage amount owed is settled.

10.1.b If City fails to perform a material obligation under this Agreement, Motorola may give a written notice to City specifying the alleged default to be remedied and such notice (except for a notice concerning non-payment) shall set forth the basis for the alleged default and may suggest corrective measures. Except concerning non-payment which must be resolved immediately and in accordance with section 8 above, City will remedy the default set forth in the written notice from Motorola within thirty (30) days or provide a remedial cure plan and schedule that is acceptable to Motorola if the remedy cannot be completed within thirty (30) days. If City does not remedy the default to the reasonable satisfaction of Motorola within the agreed time frame, then Motorola may terminate the Transaction Document or recover from City actual damages reasonably incurred by Motorola as a result of City's uncured default,.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Maintenance and Support Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes the terms and conditions for Maintenance and Support Services for all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Maintenance and Support Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order for Maintenance and Support Services and issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

FCC Licensing by Customer is covered in Section 3.1 of the Agreement to which this is attached as Exhibit B. Customer is solely responsible for obtaining licenses or other authorizations required by any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. Unless otherwise stated in this Exhibit B, the general terms set forth in sections 10.1-10.17 of the Agreement apply.

17.2. SUBJECT TO CITY OBTAINING ITS NECESSARY APPROVALS, THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.3. If Motorola provides Maintenance and Support Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit C
Pricing Schedule

For product orders made under this Agreement, product pricing and discounts shall be the same as the product pricing and discounts under the Los Angeles County master agreement (Contract No. MA-IS-43070-10, effective through June 30, 2012 but subject to extensions). If this Los Angeles County master agreement is replaced with a successor contract, then for all products (other than LTE products) the product pricing and discounts for orders made under this Agreement shall be the same as the product pricing and discounts under the successor contract.

LIST OF SERVICES AND PRICING
(Effective through December 31, 2014)

Project Manager:	\$1,600 per day
Engineer:	\$1,600 per day
System Technologist:	\$1,575 per day
Field Service Operations:	\$1,550 per day

SECTION 7

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.





AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS, AND OTHER AREAS

RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute an agreement with Mariposa Landscapes, Inc., in the total amount of \$1,718,810 (\$343,762 annually) for a three (3) year term with the option to renew for two (2) one-(1) year terms to provide landscape maintenance of citywide medians, right-of-ways, commercial zones, sidewalks, tree wells, and other areas.
2. Approve the following resolution:

RESOLUTION NO. 2021-97 - 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 (LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS AND RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS AND OTHER AREAS).

BACKGROUND:

Mariposa Landscapes, Inc. has been providing landscaping services to the City of West Covina since November 1999. Their landscape maintenance services consist maintenance of 104 medians and right-of-ways, 13 commercial zones, 21 tree wells, and 15 freeway right-of-ways, underpasses and overpasses. In February 2005, the City Council extended Mariposa Landscape, Inc.'s contract by another five (5) years with no increase in contract amount. In December 2010, the City issued a Request for Proposals (RFP) for these services and Mariposa Landscape, Inc. submitted the lowest responsible bid at an annual contract amount of \$181,304 that expired December 2015.

On February 2, 2016, staff recommended and City Council award a new contract for an initial term of five (5)-years, with three (3) one (1) year extensions for an annual amount of \$211,840. The approved amount in the report was \$1,059,200 which did not include the three (3) one (1) extensions which would have brought up the contract total to \$1,694,720. As such, at the time of renewal in February 2021, the City was not able to extend the contract.

Staff was directed to do an RFP for the landscaping services. In order to ensure no lapse in services, on February 2, 2021, City Council authorized the City Manager to enter into a month-to-month agreement at the then-current monthly rate of \$16,320.

DISCUSSION:

To ensure the City's effort to competitively bid all contract services and select the most qualified firm, the City Council at the February 2, 2021 meeting directed staff to issue a new RFP for landscape maintenance services. The scope of services includes the existing citywide medians, right-of-ways, commercial zones, sidewalks, tree wells, and other areas included in the previous contract, but also added additional services including weed abatement on all commercial right-of-ways, increasing the scope of tree well maintenance, City property along the wash areas, in addition to formalizing the requirements of the City. The scope of services was amended to provide a more comprehensive level of landscape maintenance services for the City.

To be in compliance with Department of Industrial Relations (DIR) requirements, the City's Engineering Consultant, Transtech, created and managed the RFP process. On June 9, 2021, the RFP was advertised, sent out to subscribers to through the City's RFP e-notification system, and made available for download from the City's third-party website, Planet Bids. A mandatory pre-proposal meeting was held on June 23, 2021 and was attended by 10 landscape maintenance contractors.

On July 1, 2021, two proposals were received from the following firms.

Vendor Name	Location	Fee Proposal (Annually)	
Mariposa Landscapes, Inc.	Irwindale, CA	\$343,762	
Merchants Landscape Services, Inc.	Santa Ana, CA	\$387,596	

Mariposa Landscapes, Inc. submitted the most comprehensive proposal with relevant experience and a cost-effective fee to meet the City's standards and required level of service. Throughout the duration of the present contract Mariposa Landscape, Inc. has provided services that have met and or exceeded contract specifications.

Mariposa Landscapes, Inc. currently provides similar services since 1989 to the cities of Tustin and Rancho Cucamonga and Arcadia, Santa Ana and Newport Beach, since 2013, 2014 and 2016, respectively.

Staff is recommending that the City Council authorize the City Manager to execute an agreement with Mariposa Landscapes, Inc. in the total amount of \$1,718,810 (\$343,762 annually) beginning November 1, 2021, for a three (3) year term with the option to renew for two (2) one-(1) year terms to provide landscape maintenance of citywide medians, right-of-ways, commercial zones, sidewalks, tree wells, and other areas.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Fiscal Impact

FISCAL IMPACT:

If approved, the contract is to begin on November 1, 2021. The maximum budget impact in Fiscal 2021-22 will be \$234,960. There is currently \$191,000 available in the budget. An additional \$44,000 is needed in Gasoline Tax Fund (Account No. 124.61.4141.6130) for the remainder of the Fiscal Year.

Attachments

Attachment No. 3 - Exhibit A - BA016 - Gasoline Tax

Attachment No. 1 - Agreement with Mariposa Landscapes, Inc.

Attachment No. 2 - Resolution No. 2021-97

CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure

EXHIBIT A

BUDGET AMENDMENT

CITY OF WEST COVINA
BUDGET AMENDMENT

BA # 016

Posted By:

Date Posted:

Date: 9/21/2021
Requested by: Mike Cresap
Dept/Div: Public Services

Fiscal Year: 2021-2022
Amount: 44,000.00
Description: Gasoline Tax

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
124.61.4141.6130	Gasoline Tax - Landscape Mainten	261,700.00	44,000.00	305,700.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
		261,700.00	44,000.00	305,700.00

REVENUES

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

REASON/JUSTIFICATION (Please be specific)

Add additional funds for increase in landscape maintenance due to new Medians contract.

APPROVALS

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

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? ☐ Yes ☐ No

City Manager: _____ Date: _____

(if over \$100,000)

☐ Approved ☐ Denied

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
MARIPOSA LANDSCAPES, INC.
FOR
LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS,
COMMERCIAL ZONES, SIDEWALKS, TREEWELLS AND OTHER AREAS**

THIS AGREEMENT is made and entered into this 21st day of September, 2021 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MARIPOSA LANDSCAPES, INC., a California corporation ("Contractor").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to City to provide landscape maintenance of citywide medians, right-of-ways, commercial zones, sidewalks, tree wells, and other areas, as more fully described herein; and

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

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

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

E. WHEREAS, Contractor responded to the City's Request for Proposals dated June 9, 2021, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this agreement.

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance

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

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

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

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

1.5. 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.

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

1.7. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed One Million Seven Hundred Eighteen Thousand Eight Hundred Ten Dollars (\$1,718,810.00). Contractor's annual compensation shall not exceed Three Hundred Forty-Three Thousand Seven Hundred Sixty-Two Dollars (\$343,762.00). City will pay Contractor Twenty Seven Thousand Two Hundred One Dollars (\$27,201.00) per month as set forth in Exhibit B.

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

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the

associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence on November 1, 2021 ("Service Commencement Date"). Said services shall be performed in strict compliance as detailed in the Scope of Services approved by City as set forth in Exhibit A. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. The term of this Agreement shall commence on the Service Commencement Date and continue for a period of three (3) years, ending on October 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

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

5.0. INSURANCE

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

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

vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

IF TO CONTRACTOR:

Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Tel: (626) 610-2730
Fax: (626) 960-8477
Email: david.hall@mariposa-ca.com
Attn: David Hall

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8853
Fax: (626) 939-8660
Email: MCresap@westcovina.org
Attn: Mike Cresap

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto

agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

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

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, 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 either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS.]

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Terry Noriega
President

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Human Resources and Risk Management
Director

Date: _____

EXHIBIT A

SCOPE OF SERVICES

LOCATION SCHEDULE

A. MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHT OF WAYS / WALLS, FENCES / OTHER AREAS

General Scope of Service for the following areas include but are not limited to furnish all labor, equipment, materials and supervision to perform all landscape maintenance, weed control and abatement, and brush abatement. All **side** and **overhead** vegetation removal for sidewalk tree suckers, tree wells, walls, and fences for pedestrian, or roadway vehicle clearance. Trash collection and removal, sweeping, debris clean up, and disposal of all collected materials. Irrigation both manual and automatic and repair of all systems. Exact locations need not be listed.

Regarding walls/fences to the **rear** or **side** of a private property or a commercial property with a sidewalk will be kept clear of vegetation for pedestrian clearance, to the side and overhead, and any non-maintained Right of ways, weed abated. Exact locations need not be listed.

1. Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. (0.2) (M-1)
2. Amar Road – Right of ways, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. (0.4) Mile. (M-2)
3. Amar Road – Right of ways, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)
4. Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. (0.22) Mile in length. (M-4)
5. Amar Road Median – From Azusa east to Westport. Landscape, hardscape. - (0.9) miles (M-5), 71,280 square feet
6. Amar Road Median – From Westport east to City Limits @ Magdalena Drive. (1)-mile planted and non-planted. (M-6), 79,280 square feet
7. Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. (M-7)
8. Azusa Avenue – Right of ways, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. Mile (0.6) (M-8)
9. Azusa Avenue – Right of ways, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. Mile (0.2) (M-9)

10. Azusa Avenue – Right of ways, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul-de-sac - Sidewalk along block wall. Mile (0.4) (M-10)
11. Azusa Avenue – Right of ways, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. Mile (0.2) (M-11)
12. Azusa Avenue – Right of ways, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. Mile (0.4) (M-12)
13. Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. (0.47) Mile in length. (M-15)
14. Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. (0.81) Mile in length. (M-16)
15. Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. Mile (1.0) (M-17), 23,760 square feet
16. Azusa Avenue south – Right of ways, sidewalk on West Side. From Stratford south to Fairgrove Avenue. (0.8) Mile. (M-18)
17. Azusa Avenue south – Right of ways, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road; Eastside, Includes chain link fence along the Calif. Coastal Shrub habit area. (1.5) Miles. (M-19)
18. Badillo Street – Right of ways and other area on South side, between Vincent Avenue and School site. .6 mile in length depth varies from 10 feet to 55 feet. No sidewalk. (0.6) Mile (M-20)
19. Badillo Street Median - City limits on the west, east to Lark Ellen – (1.8) miles, approximately (M-21)
20. Barranca St., North of freeway, west sidewalk, wall, tree wells. (0.1) Mile (M-22)
21. Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. (0.2) Mile. (M-23)
22. Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. (0.25) Acres. 280 feet long. (M-24)
23. Cameron Avenue – Right of ways, sidewalk and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft. along wall. Include entrance to La Serena Drive; clean, weed abate. (0.4) Mile. (M-25)
24. Cameron Avenue – Right of ways, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area 325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. (0.7) Mile. (M-26)

25. Cameron Avenue – Right of ways, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. (0.3) Mile. (M-27)
26. Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)
27. Cameron Avenue west – Right of ways, sidewalk along south side between California Avenue and Glendora Avenue. (0.3) Mile. (M-29)
28. Citrus Avenue Median - From Workman Avenue south to Norma Avenue, (0.6) miles planted and non-planted. (M-30) 47,520
29. Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)
30. Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Right of ways and sidewalk on the northeast side. (0.2) mile. (M-32)
31. Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)
32. Fairway Lane – Right of ways, sidewalk from North Garvey Avenue to Commercial Area; Southeast side. (0.2)-mile. (M-34)
33. Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)
34. Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Right of ways; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. (0.6) Mile (M-36)
35. Francesca Drive – Right of ways, south side between Woodgate Drive and Nogales Street. 700 linear feet. (M-37)
36. Francisquito Avenue – Right of ways, south side between Mayland Avenue and Orange Avenue. (0.7) Mile. (M-38)
37. Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)
38. Giano Avenue – Right of ways, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. (0.2) Mile. (M-40)
39. Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)
40. Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Landscape and hardscape. (1.31) Miles approximately (M-42)

41. Grand Avenue - West Side Right of ways, from the San Bernardino Freeway off ramp to Holt Avenue. (0.2) Mile. (M-43)
42. Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. (0.3) mile. (M-44)
43. Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Right of ways, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. (0.3) Mile. (M-45)
44. Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)-feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)
45. Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)
46. Holt Avenue – Right of ways north and south from Walnut Creek overpass east to Grand Avenue Right of ways in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. (0.4) Mile. (M-48)
47. Lark Ellen Avenue – Right of ways, sidewalks on East Side between Badillo Street and Louisa Avenue. (0.3) Mile. (M-49)
48. Lark Ellen Avenue – Right of ways, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. (0.4) Mile. (M-50)
49. Maplegrove Street – Right of ways between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. (0.4) Mile. (M-51)
50. Mobeck Street – Right of ways and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 square feet total. (0.4) Mile. (M-52)
51. Nelson Street Mini Median – At Azusa Ave. Planted and hardscape areas. Manual irrigation. (M-53), 300 SQ. FT.
52. Nogales / Valley Connector areas – Landscaping, sidewalks, irrigation, tree wells on connector road, sidewalk planters, slope area, stairs, walls. (M-54)
53. Nogales Street – Right of ways, sidewalk 1,000 ft. north of Amanda Street and south to school site; including entrance to Amanda on West Side of street. (0.3) Mile. (M-55)
54. Nogales Street – Right of ways, sidewalks along wall, 750 feet north of Gina Lane & 850 feet south. West Side. (0.4) Mile. (M-56)
55. Nogales Street – Right of ways, walls/fences, sidewalks between Hollingworth Street to City Limits. (0.31) Mile. (M-57)
56. Nogales Street Median – From Amar Road south to La Puente Road. (1.4) Miles, Landscape, hardscape, west sidewalls, irrigation, (M-58), 110,880 SQ FT.

57. Nogales Street Median – South of Northam St. to City Limits. Landscape, hardscape, irrigation, trash debris. (900) Feet in length. (M-59)
58. North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Right of ways and sidewalk. Some areas irrigated. (1.1) Mile. (M-60)
59. North Garvey Avenue east - North side of street, Right of ways from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. (0.4) Mile. (M-61)
60. North Garvey Avenue west – Right of ways along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. (0.6) Mile (M-62)
61. Oak Knoll Drive - North side Right of ways from Holt to street blockade rights-of- way. Weed abate, clearance trimming, trash pickup area. (0.2) Mile. (M-63)
62. Opal Lane Mini Median – At Shakespeare Drive. Irrigated. (M-64)
63. Pass & Covina Road – Right of ways 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. (0.4) Mile. (M-65)
64. Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated, and planted. (M-66), 200 SQ. FT.
65. Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @ City Limits – (0.7) mile. Irrigated / ground cover / plants / concrete. (M-67), 79,200 square feet
66. San Bernardino Road – Right of ways, south side, between Orange Avenue west to City Limits. (0.4) Mile. (M-68)
67. Shadow Oak Drive – Right of ways from Amar Road south to Woodgate Drive; West side only. (0.5) Mile (M-69)
68. Shadow Oak Drive – Right of ways, 700 feet west of Gemini Street and 230 feet east. (0.5) Mile. (M-70)
69. Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. (0.2 Mile) (M-71)
70. Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street. Length 63,360 linear ft. Landscape and hardscape. (0.8) Mile. (M-72)
71. South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Right of ways along block wall. (0.2) Mile. (M-73)
72. South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Right of ways along block wall. (0.2) Mile. (M-74)
73. South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Right of ways. South side Right of ways and Horse Trail area; Area is (0.5) mile long.(M-75)

74. South Garvey Avenue east – Right of ways and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. (0.4) Mile. (M-76)
75. South Garvey Avenue east – Right of ways and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. (0.1) Mile. (M-77)
76. South Garvey Avenue east – Right of ways and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. (0.2) Mile. (M-78)
77. South Garvey Avenue west – Right of ways along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)
78. Sunset Avenue - Between Vine Avenue, South to City Limits, on the East/West sidewalks, Right of ways. (1.35) Miles (M-80)
79. Sunset Avenue – Right of ways, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. Mile (0.2) (M-81)
80. Sunset Avenue – Right of ways, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)
81. Sunset Avenue Median - North of freeway, to Puente Street – (0.5) miles (M-83)
82. Sunset Avenue Median - South of freeway, (1.6) miles, to Fairgrove Avenue. (M-84)
83. Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas.
 - a. Francisquito Avenue to DelVale Street – (0.2) miles - (M-85)
 - b. Puente street to just past Louisa Avenue – (.1) mile – (M-86), 7,920 square feet
84. Sunset Avenue West Side, Right of ways, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. (0.25) Mile. (M-87)
85. Tuesday Drive – Right of ways, sidewalk east of Shakespeare Drive .2 mile west along block wall on south side. (0.3) Mile. (M-88)
86. Valinda Avenue – Right of ways from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. (0.8) Mile. (M-89)
87. Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. (0.16) Miles in length. (M-90)
88. Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Right of ways along wall. (M-91)
89. Vincent Avenue – Right of ways, sidewalks on both east and West Side between City Limits and Puente Street. (0.4) Mile. (M-92)

90. Vincent Avenue Median - West Covina Parkway, north to Badillo - (1.5) miles planted. (M-93)
91. Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. (0.5) Mile. (M-94)
92. Walnut Creek Equestrian Trail – Located between the rear of Ridgeriders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length (0.3) mile. (M-95)
93. Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear ft. down past Leewood Street. East side Right of ways along Walnut Creek. Depth of area varies from 17 feet to 30 feet. (0.4) Mile. (M-96)
94. West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately (.9) miles planted and non-planted areas. (M-97), 71,280 Sq. Ft.
95. West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. (0.3) Mile. (M-98), 23,760 Sq. Ft.
96. Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. (0.1) Mile. (M-99)
97. Woodgate Drive – Right of ways, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)
98. Woodgate Drive – Right of ways, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. (0.4) Mile.(M-101)
99. Woodgate Drive – Right of ways, sidewalk from Thomas Place south 525 linear feet west side along block wall. (0.3) Mile. (M-102)
100. Woodgate Drive – Right of ways, sidewalk on east corner of Art Place. 500 Sq. Ft. (M-103)
101. Woodgate Drive – Right of ways, sidewalk, from Dee Lane West Side 875 linear feet, along north side block wall. (0.2) Mile. (M-104)
102. Workman Avenue – Right of ways east of Chevron Station on south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning (0.1) Mile. (M-105)

B. TREE WELLS ONLY

Tree well installations in the City of West Covina are generally spaced 30-feet apart along commercial areas and major streets. This area of the contract will require trash removal and weed control in the tree well. The tree itself will require basal sprout and water sprout removal up nine (9) feet height for pedestrian clearance.

1. Amar Avenue - Between Westport and Magdalena both north and south sides of the street. (.9) Mile. (M-106)
2. Amar Avenue / Azusa Avenue – All commercial corridor areas at this intersection. Both sides of the street north, south, east, west. (M-107)
3. Azusa Avenue - Between Fairgrove Avenue and Commercial Area on Amar Road east and west sides. (.7) Mile. (M-108)
4. Azusa Avenue - Between Mobeck Street, south to Merced Avenue on both east and west sides. (.8) Mile. (M-109)
5. Cameron Avenue – North side tree wells, between Sunset Avenue and Toluca Avenue. 13 tree wells. (.4) Mile. (M-110)
6. Citrus Avenue - between Workman Avenue and North Garvey Avenue east, both east and west sides. (.7) Mile. (M-111)
7. Glendora Avenue - Between Walnut Creek Parkway north to South Garvey east, along West Side of the street. 24 tree wells. (.4) Mile. (M-112)
8. Lakes Drive - Between Glendora Avenue and Garvey Avenue; on both the north and south side of street 14 tree wells. (.2) Mile. (M-113)
9. Nogales Street - Between La Puente Road and City Limits, east side and west side. 13 tree wells. (.8) Mile. (M-114)
10. Shadow Oak Drive - Between Amar Road and Nogales Street both sides of the road. (2.8) Miles. (M-115)
11. Stephanie Drive - Between Shadow Oak Drive and Shirlee Street, on both east and west sides of the street. Appox. (17) Tree wells (.5) Mile. (M-116)
12. Sunset Avenue - West Side tree wells, between Walnut Creek Overpass and Cameron Avenue. 5 tree wells. (.3) Mile. (M-117)
13. The Plaza Mall – Palm tree wells on the north and south side of Plaza Drive, at Mall entrance on Vincent Avenue. (.1) Mile. (M-118)
14. The Plaza Mall - Palm tree wells on the north side of West Covina Parkway. (.3) Mile. (M-119)
15. The Plaza Mall – Palm tree wells on the West Side of Vincent from West Covina Parkway north to Freeway. (.5) Mile. (M-120)
16. Toluca Avenue – Between Cameron Avenue and West Covina Parkway. East Side tree wells. 16 tree wells. (.2) Mile. (M-121)
17. Valley Boulevard – Between Nogales Street and Sentous Ave. along the north side of the street. 21 tree wells. (.7) Mile. (M-122)

18. West Covina Parkway - North side tree wells, along Sunset Parkway Mall. 18 tree wells. (.4) Mile. (M-123)
19. Woodgate Drive - Between Amar Road and Shadow Oak Drive both sides of the road. (1.4) Mile. (M-124)
20. Workman Avenue - between Calvados east to Citrus Avenue, south side; 11 tree wells. (.2) Mile. (M-125)
21. Workman Avenue - From Citrus Avenue east to Barranca Avenue on the south side. 42 tree wells. (.7) Mile. (M-126)

C. COMMERCIAL ZONES

1. Auto Dealer & Apartments / Freeway – North Garvey East, freeway Right of ways. East of Azusa to Baymar Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.25) Mile in length. (M-127)
2. Auto Dealer and Freeway – South Garvey East, freeway Right of ways, east of Citrus Ave. Keep vines off of freeway fence, weeds. Trash clean two (2) times each month. (600) ft. length. (M-128)
3. Auto Dealers & Apartments / Freeway – North Garvey East, freeway Right of ways. East of Hollenbeck Ave. to Citrus Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.41) Mile in length. (M-129)
4. Auto Dealers and Freeway – South Garvey East, freeway Right of ways, sidewalk tree wells, between Azusa Avenue and Baymar Street. Keep vines off of freeway fence, weeds. (.6) Mile in length, approximately six (6) feet wide. Clean two (2) times each month. (M-130)
5. Auto Dealers and Freeway – E. Norma Avenue S. Winston Avenue ending at end of dealership building not to include 1949 Eat Norma Avenue North Side of the Street only, behind auto dealership buildings. Clean two (2) times each month. (M-130)
6. City Hall, West Garvey South – W. Pacific Avenue to Sunset Avenue overpass wall along freeway Right of ways, keep vines cut back tight on side and top, no vines on light poles. Keep signs cleared, as needed. Trash picked up along street both sides. Twice monthly. (0.35) Mile in length. (M-131)
7. City Maintenance Yard Facility, Chamber of Commerce and Fire Station #1 - located at 825 South Sunset Avenue. Complex on the corner of Sunset Avenue and Cameron Avenue. Clean weekly or as needed. (M-132)
8. Fire Station #3 and Fire Administration Office - located at 1435 West Puente Avenue. Corner of Puente Avenue and Yuleton Avenue. Weekly service. (M-133)
9. Fire Station #4 - Located at 1815 South Azusa Avenue. Corner of Fairgrove Avenue and Azusa Avenue. Boundaries extend three (3) feet past all flat surfaces within the

compound, curbs, pavement, walks and walls. Does not include rear slope areas, which is MD#4. Weekly service. (M-134)

10. Fire Station #5 - Located at 2650 East Shadow Oak Drive; corner of Nogales Street at Shadow Oak Drive. Does not include rear slope area, which is MD#4. Area total is approximately 35,098 Sq. Ft. including building. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks, walls and drainage swall; all landscaping with no turf areas. Weekly service. (M-135)
11. Glendora Center Strip Mall – 100, 200 and 300 blocks of Glendora Avenue Commercial area on the East Side. Also includes small area located on the West Side of Glendora Avenue. Clean three (3) times per week or as needed. Rear alley, clean debris, weed abate (4) four times yearly. (M-136)
12. Restaurant Row - North Garvey east, freeway Right of ways, and tree wells between Barranca Avenue and Grand Avenue; length of area is (.6) miles. Weeds. Trash cleaned twice monthly. (.34) Mile in length. (M-137)
13. Sunset Parkway Mall - Located at 630-650 Sunset Avenue. Parkway strip and sidewalk along east side of Sunset Avenue. Work area is 1,540 Sq. Ft. Clean weekly. (M-138)
14. West Covina Parkway and Parkette – Between Sunset Avenue and Glendora Avenue, along south side. All landscaped areas excluding private sections (i.e., Ruiz Tailor and Triple Check Income Tax) back to Walnut Creek fence. Turf area is approximately 6,525 Sq. Ft. total for the entire area. Work areas combined are .4 mile in linear length. Clean (3) Three times weekly. (M-139)

D. FREEWAY RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS

Freeway Right of ways and bridges are serviced once every two (2) months for trimming, weeds, trash unless listed in the Commercial Zones.

1. Freeway Right of ways North – North Garvey West between City Limits on the West and Vincent Avenue approximately 2 miles along the south side of Garvey Avenue. (M-140)
2. Freeway Right of ways North – North Garvey East between Vincent Avenue and City Limits, approximately 6 miles along the south side of Garvey Avenue, Maplewood Avenue and Fairway Lane. (Excluding the Eastland Shopping Center area.). (M-141)
3. Freeway Right of ways South – South Garvey West between City Limits on West and Vincent Avenue, approximately 2 miles along the north side of Garvey Avenue. (Excluding the West Covina Plaza Mall area.) (M-142)
4. Freeway Right of ways South – South Garvey East between Vincent Avenue, and City limits on the east. Approximately 4.1 miles on the north side of Garvey Avenue, Holt Avenue, and Temple Way. (M-143)
5. Freeway Underpass Areas @ Cameron Avenue: (M-144)
 - a. North west – Slope landscaping, weeds, trash.
 - b. North east – Slope landscaping, weeds, trash

- c. South east – Sidewalk weeds, trash
 - d. South west - Slope landscaping, weeds, trash
- 6. Freeway Underpass Areas @ West Covina Parkway: (M-145)
 - a. North west – Sidewalk weeds, trash
 - b. North east – Slope landscaping, irrigation, weeds, trash
 - c. South east – Slope landscaping, irrigation, weeds, trash
 - d. South west – Sidewalk weeds, trash
- 7. Freeway Underpass Areas @ Sunset Avenue: (M-146)
 - a. North west – Landscaping, weeds, trash
 - b. North east – Sidewalk only weeds, trash
 - c. South east – Sidewalk only weeds, trash
 - d. South west – Sidewalk only weeds, trash
- 8. Freeway Underpass Areas @ Vincent Avenue: (M-147)
 - a. North west – Sidewalk only weeds, trash
 - b. North east – Sidewalk only weeds, trash
 - c. South east – Sidewalk only weeds, trash
 - d. South west – Sidewalk only weeds, trash
- 9. Freeway Underpass Areas @ Lark Ellen Avenue: (M-148)
 - a. North west – Landscaping, irrigation, weeds, trash
 - b. North east – Landscaping, irrigation, weeds, trash
 - c. South east – Landscaping, irrigation, weeds, trash
 - d. South west – Landscaping, irrigation, weeds, trash
- 10. Freeway Underpass Areas @ Azusa Avenue: (M-149)
 - a. North west – Sidewalk only weeds, trash
 - b. North east – Sidewalk only weeds, trash
 - c. South east – Sidewalk only weeds, trash
 - d. South west – Sidewalk only weeds, trash
- 11. Freeway Underpass Areas @ Hollenbeck Avenue: (M-150)
 - a. North west – Sidewalk only weeds, trash
 - b. North east – Landscaping, irrigation, weeds, trash
 - c. South east – Landscaping, irrigation, weeds, trash
 - d. South west – Sidewalk only weeds, trash
- 12. Freeway Underpass Areas @ Citrus Avenue: (M-151)
 - a. North west – Sidewalk only weeds, trash
 - b. North east – Sidewalk only weeds, trash
 - c. South east – Sidewalk only weeds, trash
 - d. South west – Sidewalk only weeds, trash
- 13. Freeway Overpass Areas @ Barranca Avenue: (M-152)
 - a. North west – Sidewalk only weeds, trash
 - b. North east – Sidewalk only weeds, trash
 - c. South east – Sidewalk only weeds, trash
 - d. South west - Sidewalk only weeds, trash

14. Freeway Underpass Areas @ Grand Avenue: (M-153)
 - a. North west – Sidewalk, Rights-of Way, weeds, trash
 - b. North east – Rights-of way, Sidewalk weeds, trash
 - c. South east – Right of ways only weeds, trash
 - d. South west – Sidewalk, Right of ways, weeds, trash
15. Freeway Underpass Areas @ Holt Avenue: (M-154)
 - a. North west – Right of ways only weeds, trash
 - b. North east – Right of ways only weeds, trash
 - c. South east – Right of ways only weeds, trash
 - d. South west – Right of ways only weeds, trash

E. CITY PROPERTY AT WASH AREAS

1. City property near the wash between Lark Ellen & Azusa Ave (M-155)
 - a. Weeds, trash
2. City property near the wash from S Barranca St until E Holt Ave (M-156)
 - a. Landscaping, weeds, trash.

DEFINITION OF WORK

A. ABANDONED TURF AREAS

1. Remove litter weekly or as needed.
2. A weed control program will be included within this contract. Spot applications as needed of a broad-spectrum herbicide may be required through the season as necessary to ensure clearance and neatness of turf, weeds and suckers growing at the base of trees, at sprinkler heads, along fences, around buildings and other miscellaneous locations within this Contract. This program will be included in the contract at no additional cost to the City.
3. Insect control and large-scale weed control will be included with this contract. Pests including but not limited to insects, snails and weeds will be evaluated on an individual basis. After City approval, the Contractor may treat to provide a healthy environment for plants and public.

B. TREES

Annual tree pruning is not required in this contract. In the interest of public safety, tree pruning shall be performed on a monthly basis to provide the following:

1. Remove any low growing, hanging, or broken branches. Contractor shall remove all sucker growth, dead or unsightly branches and all growth that adversely impacts irrigation coverage.
2. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs).

3. Basel suckers removal and waterspout suckers under the nine (9) feet pedestrian clearance level.
4. Pruning shall include the cutting back of trees adjacent to roadway intersections.
5. Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls. Sidewalks in City Right of ways, bordering block walls or fences will be kept clear of plant material including the (9) height clearance for pedestrian safety. Roadways will require a minimum height clearance of fourteen (14) feet.
6. Clear visibility shall be provided of all building signs and various signs posted, so that all signs are visible from a distance of one hundred feet.
7. Stake and support young trees when necessary.
8. All guys and ties shall be checked frequently to avoid girdling.
9. Dead or Diseased Trees - Contractor shall notify the City immediately when the following conditions are present:
10. Trees appear to be on a decline for no apparent reason that is known to the contractor; and/or trees are dead.

C. SHRUBS AT ANY HEIGHT

The main goal in pruning most shrubs is to help them develop their natural beauty in the landscape. Shrubs do not need to be constantly pruned to create odd shapes; instead their natural form should be encouraged and allowed to develop. Shrubs should be allowed to grow into each other so that they form a mass planting, barrier, or screen. Any necessary pruning shall be done with thinning and shaping cuts, which allow plant materials to blend together in shrub masses characteristic of each individual species. Exceptions to this guideline include those shrubs:

1. Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.
2. Shrubs, which for security or traffic visibility view, must be maintained at a low height.
3. Clearance trimming for proper irrigation head coverage.
4. Shrubs planted in locations listed in Commercial Zones.
5. Any private plant material extending over onto City sidewalks or Right of ways or other areas that are not maintained by the property owner.
6. All Oleanders growing in medians or parkways shall be cut back (4) times annually to height requirements (as per City requirements).
7. Any specific type of pruning determined by the City to correct any other condition that the City determines is necessary.

8. Freeway Right of ways trimming will be cut back to behind the curb and overhead trimming to accommodate traffic.
 - a. All shrubs shall be pruned back three (3) feet to prevent the obstruction of walkways and driveways, fences, walls and shall be maintained clear from pedestrian and vehicular views, curbs and gutters, signs and utilities. When pruning shrubs along walkways, shearing should be avoided. Instead, shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle away from the sidewalk or curb. Shrubs shall also be pruned to minimize blockage of irrigation head watering patterns. Spent flower stalks, blooms, and dead growth shall be removed as needed to maintain a clean appearance in the landscape. The Contractor at no additional cost to the City will remove all dead shrubs.

D. IRRIGATED SLOPES AND GROUND COVER

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance. Ground covers shall be trimmed a maximum of six inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, shrub and vine trunks on a regularly scheduled basis or as needed. Ground covers shall not be trimmed vertically at the edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunks of trees and shrubs should be trimmed and maintained in a cleared circle of a maximum of twelve inches away from the base of trunks. The intent here is to not have large patches of bare, cleared soil out to the drip-lines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

1. All slopes and ground cover areas shall have weeds removed / abated every month. The contractor, at no additional charge to the City, may apply a broad-spectrum pre-emergent weed control, such as Surflan to shrub beds and ground cover beds and slopes to assist in the long-term control of such weeds.
2. Nutshedge, Bermudagrass, Morning Glory shall be spot-treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped slope area at no additional cost to the City.
3. Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.
4. A weed is defined as an undesirable plant, which will be determined by the City Representative.
5. Dead flowers on all plants in planters will be removed as needed in order to keep a groomed appearance at all times.
6. Landscape Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any

necessary pesticide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City representative at the Public Services Department.

E. PLANTED AREAS

1. A broad spectrum pre-emergent weed control such as Surflan may be applied to shrub beds and ground cover beds and slopes once yearly. Application shall be applied between January 1st and February 28th.
2. Morning Glory, Bermudagrass, Nutshedge shall be spot treated immediately when observed with the appropriate herbicide such as Roundup, Fusillade when found in any planter, ground cover, shrub bed or irrigated landscaped area at no additional cost to the City.
3. Trim and edge as necessary to restrict plant material growth from encroaching on sidewalks, streets or other adjacent areas.
4. A weed is defined as an undesirable plant, which will be determined by the City Representative or his representative.
5. The seed stems and heads shall be removed from grasses and dead flower heads in order to keep a groomed appearance at all times.
6. All drains to be kept free of debris to allow unrestricted water flow.

F. IRRIGATION

1. All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications. Contractor shall inspect irrigation system regularly. During regular maintenance activities for immediate concerns, such as broken and malfunctioning heads and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery. More detailed inspections of system equipment and performance shall be conducted as needed throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City.

representative once per month at the scheduled walk-through/inspection. This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pumps, controllers, valves, wiring and rain guards if installed.

2. Contractor shall keep backflow prevention devices in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device test as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City. This contract currently has approximately 45 backflow preventers.

3. Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and back flow devices shall be kept a deep forest green. City must approve color of paint prior to application.
4. Irrigation controllers shall be kept in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. This contract currently has approximately 46 Rain Master irrigation controllers, 13 Calsense controllers and 7 battery controllers.
5. Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations.
6. Contractor will make the following changes as needed raising, lowering, moving or adding heads to provide adequate coverage of all landscaped areas on each lateral line. Riser height shall be adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.
7. Contractor shall check all valves for opening, closing completely, weeping or leaking. Repair as needed.
8. Contractor shall stock "high use" items for repair of irrigation systems.
9. Contractor shall replace components of irrigation system with approved type of material (brand and model number) or substitutes approved by City.
10. Contractor shall compile and maintain "as builds" of all irrigation systems to include location and serial numbers of major components and furnish City on-going copies of these plans. As built drawings shall be given to the City upon termination of Agreement.
11. For areas with drip systems, the Contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45-PSI maximum. 25-PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs, it is essential to flush the lines using the existing hose bib clean outs. A surveillance of the system should be made every other week checking for breaks, leaks and clogging.
12. Contractor shall perform manual irrigation inspections during normal working hours. Walkways shall not be watered when pedestrian traffic is present. Irrigation system shall be installed and adjusted to prevent water from spraying on pavement line, but not limited to driveways, houses, private property, parking areas, and streets. Where irrigation of general areas is controlled by automatic time clocks, they shall be watered between 9:00 PM and 7:00 AM.
13. Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require the Contractor to change or reset the watering cycles at any time during this Agreement.

14. Contractor shall notify the City immediately if any plant materials appear to be wilting or stressed or if other problems develop from a lack of water or over-watering, with reference to irrigation scheduling.
15. Damage resulting from any cause shall be immediately reported to the City Representative or his representative.
16. The repair or replacement of any irrigation component such as valves; sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification from the Maintenance Division. The Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.
17. Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this Agreement and Contractor will not receive any additional compensation for this work.
18. Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices and irrigation controllers only.
19. Where it has been confirmed that damage is the result of City forces or the result of construction being performed by another contractor working on a separate City project, Contractor shall submit an estimate of costs for correction to City. City may authorize repair by Contractor, and if authorized, will pay for this work in the same manner as payment for "extra work."
20. Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.
21. Manual or hand watered areas will be scheduled for irrigation seasonally. Adjusting of scheduled watering days will change seasonal throughout the year. From 0 – 3 days per week is common with sets running from 10 – 60 minutes per set. The City Representative or his representative will be sole judge as to the adequacy of irrigation.

G. IRRIGATION – WATER SHORTAGE

1. The City of West Covina along with the contractor will be responsible for monitoring the amount of water used for all irrigation areas of the landscape agreement. The City reserves the right to request the contractor to change or reset the watering cycles at any time during this Agreement. If required to reduce the amount of water used for irrigation purposes the contractor shall comply fully. The contractor will ensure the efficiency of the irrigation systems is at the highest level possible. Contractor will comply at all times with the current level of the Emergency Water Regulations. Failure to properly manage and conserve water resources may result in deductions or other penalties.
2. The Contractor shall notify the City immediately if any plant materials appear to be wilting or stressed from a lack of water.
3. The Contractor shall notify the City immediately if over-watering is causing problems during maintenance operations.

4. The Contractor shall notify the City immediately if plant materials appear to have an unhealthy condition due to over-watering.

H. WEED REMOVAL SERVICES

1. Contractor will remove the grass and weeds from the gutter and sidewalk including fence lines and tree beds/grates of the area described in all areas listed in the location schedule above. This service will include 3 applications of non-residual herbicide to kill weeds and 2 removals of dead weeds (1-2 weeks after 2nd and 3rd sprayings). All waste material will be gathered and hauled away. This service will provide a weed-free environment throughout the growing season (April through November).
 - a. **Frequency of Services:** Contractor will provide the services described above according to the following schedule:
 - i. Herbicide application for weed abatement will be performed initially in April and then two subsequent sprayings as needed.
 - ii. Physical removal of dead weeds will be performed 1-2 weeks after 2nd and 3rd sprayings to allow time for the herbicide to penetrate the roots.
 - iii. All sidewalks will be maintained weed free throughout the growing season (April -October).
 - b. **Materials:** While providing the services listed above, Contractor will provide and utilize the following materials: backpack sprayer and non-residual herbicide for weed abatement, line trimmers, pruner, lopper, brooms, shovels, and waste cans.
2. A qualified Pest Control Operator shall make any necessary herbicide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City representative at the Public Services Department.

I. PESTICIDE APPLICATIONS

1. Contractor shall apply pesticides if required by the City to control pests and infestations, including but not limited to: insects, mites, snails and other invertebrates; etc. and large area weed control. Areas of infestation shall be treated immediately when authorized by the City, unless a special time requirement is State mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest-free condition.
2. Pesticide operations, where required, shall be performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the application of pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of restricted materials shall comply with the following:

- a. Contractor or his legally authorized subcontractor must complete an Application Restricted Materials Permit for possession and use with the Agricultural Commissioner's Office of the County of Los Angeles.
- b. Photocopies of all chemical application - Restricted Materials Permits and Written Recommendations shall be furnished to City prior to use of restricted materials or application of any pesticide on City property.
- c. No Restricted Use Materials shall be stored on City property.
- d. Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public way.
- e. No spraying when the public is near.
- f. Treated areas shall be posted as "not to be entered" until spray has dried.
- g. A 48-hour notice of intent to use pesticides shall be provided to City.
- h. No spraying when wind exceeds 10 miles per hour.
- i. Contractor shall comply with the State of California guidelines and legal requirements for handling and application of all chemicals.
- j. A photocopy of a Material Safety Data Sheet must be furnished to City for each pesticide used. This shall be on an approved form (U.S. Department of Labor Form OSHA-20).
- k. Contractor will provide the City of West Covina written recommendation by an Agricultural Pest Control Adviser registered to work in Los Angeles County, prior to making any pesticide applications at the beginning of each year that the contract is in effect.

J. GREEN WASTE

Contractor shall be responsible for the recycling of "all" landscape green waste including but not limited to grass clippings, leaves, brush and wood. Contractor is required to transport green waste to a facility where green waste materials are composted for future use. Contractor may transport wood to a facility where firewood is produced. Contractor shall furnish City with a weight receipt or receipt acceptable to the City during the first week of each month for the previous month's waste. This receipt shall contain the name of the facility receiving the green waste and a description of green waste recycled for the preceding month. City reserves the right to request that the Contractor change to a different recycling facility at any time during this contract agreement.

K. SPECIAL MAINTENANCE

- 1. Hardscape Maintenance in the Medians

- a. All median areas with gravel, rock, pressed cobble stone, asphalt, etc., shall be cleaned with a mechanical device or blower, "one (1) time per month" of weeds, trash, sand and other debris (this includes all curb and gutter noses around each median section). Contractor shall clean also with all hardscape medians, all adjacent sidewalks, Right of ways and other areas on each side of the roadway, "one (1) time per month", when this area is not maintained by an adjacent property owner.
- b. Maintain hardscape median areas in a weed-free condition. A weed is defined as an undesirable plant, which will be determined by the City Representative.
- c. This includes removal of all rubbish, trash, litter and debris left by others within the boundaries of this contract.
- d. Contractor shall document the scheduling / completion of these events and timeline of completion and return to the City routinely. This documentation should be available at the weekly scheduled meeting.

2. Landscape Maintenance in the Medians

- a. All landscaped and planted medians shall be cleaned free of weeds one time in every month. Included are weeds growing in the cracks of curbs and cracks between the street and curbing.
- b. All landscaped and planted medians shall be cleaned free of trash and other debris "one (1) time per month".
- c. Within all median areas, Contractor shall clean all adjacent sidewalks, Right of ways, and other areas on each side of the roadway "one (1) time per month", when not maintained by adjacent property owners.
- d. This includes removal of all rubbish, trash, litter and debris left by others within the boundaries of this contract.
- e. Contractor shall document the scheduling / completion of these events and timeline of completion and return to the City routinely. This documentation should be available at the weekly scheduled meeting.
- f. All operations will be conducted to provide maximum safety for the public.
- g. Maintaining Traffic:
 - i. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," "Portable Delineators" and 7-1.095, "Flagging Costs," of the State Specifications and these Special Provisions.
 - ii. Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Engineer is maintained at all times.

- iii. All costs involved in complying with the requirements of this section shall be absorbed in various items of work; therefore no separate payment shall be made.
- h. Contractor will keep sidewalks free of slime where constant runoff occurs.
- i. Leaves, paper, weeds, and any other debris will be removed from landscaped areas and disposed of offsite and not be placed in any City location.
- j. Contractor will clean sidewalks, roadways and any other areas littered or soiled by his maintenance operations at the end of each workday.
- k. The Contractor shall pay the cost and be responsible for providing replacement materials and labor necessary for repairs following vandalism, including but not limited to irrigation components, landscaping and turfgrass.
- l. Contractor is required, as part of this Agreement, to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

3. Commercial Zones

a. General Services

- i. Commercial zones include, but are not limited to Glendora Shopping Center, City Maintenance Yard (including Chamber of Commerce, Fire Station #1, Maintenance Administrative Office, warehouse, service garage and all Maintenance yard property.) All Auto Dealers on the Freeway areas, marked Apartment areas on the Freeway Fire Station 2, 3, 4, & 5, Sunset Parkway Mall Parkway strip, Restaurant Row, West Covina Parkway and Parkette area from Sunset Ave. to Glendora Avenue. All Commercial Zones will be serviced a minimum of one to three (1 to 3) times per week, or at the level of service specified in this Contract or as requested by the City.
- ii. Turf areas will be mowed and edged on a once-a-week basis with all turfgrass maintenance operations scheduled to be completed on the same day of each week. Mowing, edging, string trimming will be completed on the same day for all areas to be maintained on that day. Scheduled will be (52) fifty-two complete mowings per year, one completed mowing scheduled each week. Mechanically trim around irrigation heads on the same frequency as the mowing schedule. Mechanically trim with string trimmers any areas missed by lawn mowers.
- iii. Maintain landscape areas in a weed-free condition. A weed is defined as an undesirable plant, which will be determined by the City Representative.
- iv. Chemical control of broadleaf weeds shall be initiated on an as-needed basis to maintain a "weed-free" turf condition.
- v. Landscaped areas will be treated for Nutshedge, Bermudagrass, Morning Glory or any other invasive type weeds immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped area at no additional cost to the City.

- vi. A broad-spectrum pre-emergent weed control, such as Surflan can be applied to shrub beds and ground cover beds twice yearly.
 - vii. All weeds growing on sidewalks, streets, or curb and gutter areas adjacent to these areas must be controlled with contact herbicides monthly.
 - viii. Trim and edge all landscape areas and parking lot planters as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.
 - ix. Contractor shall clean, remove trash, weeds and any other debris from landscaped and hardscaped areas in these commercial zones one time per week on the same day as other scheduled maintenance occurs.
 - x. All other maintenance requirements shall be performed as outlined in this landscape specifications for all these Commercial Zones.
- b. Glendora Shopping Center: (located along Glendora Avenue between South Garvey and Walnut Creek Parkway). Three (3) times weekly. Back alley cleaned and weed abated four (4) times a year.
- i. Parking lot areas, parking lot bumper blocks and sidewalks - Three times per week on

Monday/Wednesday/Friday the Contractor shall provide sweeping with a vacuum-type sweeper / blower and broom and shovel, as needed to pick up all dirt and debris. All debris collected will be removed from the site and disposed of at the Contractor's expense. City Representative or his representative will be sole judge as to the adequacy of equipment and procedures used.
 - ii. Complete policing (litter pick-up) of all parking lots, side alley's, sidewalks and landscape areas will be performed three (3) times per week on Monday, Wednesday and Friday before 9:00 am. Litter pick-up will include the parking areas along Glendora Avenue out to and including the concrete gutter flow ribbons including street parking stalls north past New Beginning Fellowship Church up to the freeway wall on South Garvey. This applies on the west and east side of Glendora Avenue. All trash can receptacles in front of business frontage shall be emptied three times weekly before 9:00 a.m. on Monday, Wednesday and Friday. All trash collected will be removed from the site and disposed of at the Contractor's expense.
 - iii. Contractor shall provide plastic liners for all trashcans in this business area removing and replacing each one on trash clean up days, three times per week.
 - iv. Weed control shall be initiated as necessary to maintain a weed-free condition. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be controlled with contact herbicides.
 - v. All landscape planters (raised and in-ground) as well as tree wells shall be maintained weed-free. No individual weed (including grasses) shall remain more

than two weeks. No weed may remain that has grown more than six (6) inches tall maximum.

- vi. All landscape planters will be maintained neatly edged. Dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
- vii. Pruning and/or shearing shall be done as needed to maintain an attractive uniform appearance.
- viii. Included in this contract area is the area on Glendora Avenue north of Dalewood Street, on both the west and east side. This area includes sidewalks, public parking, two inground planters and tub planters all with automatic irrigation. It does not include the private landscaped areas maintained by the businesses at this location.

c. City Maintenance Yard

- i. Razor wire around perimeter / interior fencing will be maintained clear of all plant material at all times. At no time will plant material be allowed to grow over or partially cover the razor wire.
- ii. Perimeter Oleander screen planting will be cut back as necessary both inside and outside the fence to maintain clearance for material storage and maintaining landscaping inside City property fence line. Tree suckers will be removed from perimeter Oleander planting as needed.
- iii. All other maintenance requirements as outlined in this landscape specification will apply for the City Maintenance Yard.

d. West Covina Parkway and Parkette

- i. Contractor shall provide plastic liners for all trashcans in these areas. It requires three (3) total removing and replacing on each day, three times per week. This includes Bus Stop Area near Sunset Avenue. Turf and planter areas will all have trash collected three times per week and will be removed from the site and disposed of at the Contractor's expense. Monday, Wednesday, Friday.
- ii. All other maintenance requirements as outlined in this landscape specification will apply for the West Covina Parkway and Parkette.
- iii. All other maintenance requirements as outlined in this landscape specification will apply for the Glendora Shopping Center.

- e. South Garvey Avenue, West, behind the Civic both sides of the street will be cleaned of trash once weekly on Monday.

L. PROVISIONS FOR EXTRAS

- 1. The contractor is not authorized to initiate new work of any kind to be considered an extra unless the City approves a separate estimate before the work is commenced.

2. The contractor shall not have the exclusive right to perform extra work. The City Representative or his authorized representative is authorized to approve the use of any developer, contractor or City employee to add or delete new hardscape or landscape to (but not limited to) Citywide medians and freeway Right of ways and commercial areas.
3. After completion and approval by the City, extra work may be made part of the contract for the duration of the agreement and shall be maintained according to City Specifications.
4. Extra work may be required where one of three conditions may occur which include: a verbal request by the City to add new landscaping or to delete or modify existing landscape and irrigation; a request by the City to perform work as a result of Acts of God or traffic accidents; or extra work be performed by the Contractor without approval of the City only when a condition exists where it appears there is a danger of injury to persons or damage to property.

M. WORK REQUESTS

1. Individual routine Work Order Service Request shall be completed within 14 calendar days of verbal or written notification from the Public Service Department .
2. Individual Work Order Service Request marked SPECIAL REQUEST shall be completed within 72-hours of verbal or written notification City Maintenance Yard.
3. Individual Work Order Service Request marked URGENT shall be completed within 24-hours of verbal or written notification from the Public Service Department.
4. Public parking lot surfaces and sidewalks - once weekly on Friday, the Contractor shall provide sweeping with a vacuum-type sweeper, broom and shovel as needed to pick up all dirt and debris. Blowers will not be acceptable for use while autos are in the parking lot. Outside patios will be cleaned weekly from the Public Service Department – Maintenance Division .

N. TRAFFIC, BARRIERS, SIGNS, AND SAFETY

1. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," "Portable Delineators" and 7-1.095, "Flagging Costs," of the State Specifications and these Provisions.
2. The first sentence of Section 12-2.02, "Flagging Costs," of the State Specifications is amended to read: "The cost of furnishing all flagmen to provide for passage of public traffic through or adjacent to the work under the provisions in Section 7-1.08, "Public Convenience" and 7-1.09, "Public Safety," will be borne by the Contractor."
3. Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook", published by Building News, Inc., with modifications as permitted and/or requested by the City Representative. The use of "Work Area Traffic Control Handbook", published by Building News, Inc." does not relieve the Contractor of responsibility for public safety in that he may surpass these standards or request modifications as necessary.

4. A minimum of one (1) (paved) traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. The Contractor shall secure in place all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.
5. Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Representative is maintained at all times.
6. Contractor may post temporary "No Parking" signs at the work site.
7. All operations will be conducted to provide maximum safety for the public. Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain (at his own expense) signs, lights, barricades, or other safety devices necessary to prevent accidents, injuries, or damages, consistent with the City, County and State Standards.
8. All costs involved in complying with the requirements of this section shall be absorbed in various items of work and no separate payment shall be made therefor.

O. CLEANING

1. Contractor shall maintain the contract area clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of his operations.
2. Contractor shall keep all gutters, curbs, and walks adjacent to contract areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept once weekly. Contractor will keep sidewalks free of slime where constant runoff occurs.
3. Leaves, paper, weeds, and any other debris will be picked from landscaped areas, slopes and hardscape areas in the paseos, and will be removed from the site. This shall be accomplished weekly, with additional days if needed at the request of the City. All sidewalks and curb and gutters adjacent to landscaped areas will be cleaned of debris, including all limbs and vines shall be cut back along walls and overhead trees to 9 feet in height. Crews shall perform this task on the first full week and the third full week of each month. This work shall not interfere with the normal landscape maintenance work scheduled for the week within the maintenance district.
4. Contractor shall police all maintenance areas of this contract weekly, or as often as needed to remove rubbish, trash, litter, debris (organic or non-organic), and broken or dead plant material lying on the ground. This includes all rubbish, trash, litter and debris left by others within the boundaries of this contract.

P. PROTECTION OF EXISTING FACILITIES

Protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage by Contractor (including, but not limited to irrigation heads and pipe) shall be replaced by Contractor immediately. Replacement materials and work are subject to approval by City. Protect all landscaped areas. Ruts and other damage caused by vehicles, equipment, or other causes shall be eliminated and areas replanted per requirements of City.

Q. REPLACEMENT, VANDALISM

1. The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any damage caused by his act hereunder. Watering, spraying, and other maintenance shall not be done at a time when they might damage parked cars or at times when activities in the project area might be inconvenienced or disrupted.
2. The Contractor shall be responsible for the replacement of all materials, including: shrubs, ground cover, mulch, pebble bark, irrigation, and similar materials which are necessary due to his acts or due to vandalism. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection "3" below.
3. Replacement of materials damaged by City forces, or as a result of construction being performed by another contractor working on a separate City project. The City may authorize replacement by the Contractor and if authorized, the City will pay the Contractor for the cost of the replacement, including the cost of labor.

R. DEFICIENCIES

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

The City Representative, or his authorized representative, shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three (3) days from the date the notice is provided to request a meeting with the City Representative. Said meeting shall be held within three (3) days of such request at the time and place selected by the City Representative. If, at the conclusion of that meeting, the City Representative determines that the Contractor is deficient in the performance of the contract, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The City Representative may specify a longer period for the correction of deficiencies.

S. MISCELLANEOUS

1. Contractor **will not** remove any political signs during election periods, until requested by the City Representative.
2. The City may request that fences be repaired. The City will pay the **wholesale cost of fence materials plus 20%**. The contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.

3. Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.
4. Contractor will report to City any malfunction or damage of the lighting system in any City of West Covina maintenance area.
5. The contractor shall give notification of all "specialty type" maintenance operations to the City 48 hours prior to each of these operations. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.
6. Should the Contractor fail to respond as specified by contract, the Contractor will be liable for any loss sustained by the City to correct said emergency.
7. Contractor is required as part of this Agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

EXHIBIT B
FEE SCHEDULE

LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS,
RIGHT OF WAYS, COMMERCIAL ZONES,
SIDEWALKS, TREEWELLS, AND OTHER AREAS

SECTION	ITEM DESCRIPTION	UNIT MEASURE	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
A	<u>General</u> Maintenance of all landscape, hardscape, and sprinkler systems, cleaning and weed abatement including but not limited to citywide medians, freeway right of ways, freeway underpasses, street right of ways, sidewalks , tree-wells , unimproved locations and other City-owned or maintained areas	Lump Sum	\$ 16,048.59	\$ 192,583.08
B	<u>Commercial</u> Maintenance of all landscape, hardscape, and sprinkler systems, cleaning and weed abatement including but not limited to Glendora Center; Sunset Parkway Mall; Fire Station #1; Fire Station #3 and Administration building; Fire Station #4; Fire Station #5; Chamber of Commerce; Fire Station #2; City Maintenance Yard Facility; West Covina Parkway and Parkette, and other right of ways	Lump Sum	\$ 6,800.25	\$ 81,603.00
C	<u>Weed Removal Service</u> Removal of all grass and weeds from the gutter and sidewalk including fence lines and tree beds/grates of the area described but not limited to all areas listed in the General and Commercial the location schedule. This service will provide a weed-free environment throughout the growing season (April through November).	Lump Sum	\$ 4,352.16	\$ 52,225.92
	Total A + B + C	Lump Sum	\$ 27,201.00	\$ 326,412.00
D	Extraordinary labor, approximately 500 hours	Hourly	<u>Cost Per Hour</u> \$ 34.70	<u>Total Cost</u> \$ 17,350.00

Note: The cost of the five hundred (500) hours of extraordinary labor will be added to the bid price when determining the overall low bidder

ANNUAL AMOUNT: \$ 343,762.00 (Per Year A + B + C + D)

TOTAL PRICE: \$ 1,718,810.00 Five Year (60-month Aggregate)

TOTAL OF SECTION A + B + C + D = BID AMOUNT

RESOLUTION NO. 2021-97

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 (LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS, AND OTHER AREAS)

WHEREAS, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-22; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 016, attached hereto as Exhibit A, related to Gasoline Tax funds.

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

APPROVED AND ADOPTED this 21st day of September, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-97 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of September, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A
BUDGET AMENDMENT



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF CONTRACT AGREEMENT FOR THE CORTEZ PARK
PLAYGROUND IMPROVEMENTS AND APPROVAL OF PURCHASE ORDER TO
PROCURE PLAYGROUND EQUIPMENT - PROJECT NO. 22007**

RECOMMENDATION:

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

1. Award the construction agreement for the Cortez Park Playground Improvements (Project No. 22007) to Next Stage Group as the lowest responsible bidder;
2. Authorize the City Manager to negotiate and execute an agreement with Next Stage Group for \$95,000, for playground equipment installation;
3. Authorize the City Manager to issue a purchase order to Great Western Recreation for \$218,048.96, for direct purchasing of playground equipment through Gametime (Cooperative Purchasing);
4. Authorize 20% of the awarded contract amount with Next Stage Group 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.
6. Approve the following resolution:

RESOLUTION NO. 2021-96 - 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 (CORTEZ PARK PLAYGROUND)

BACKGROUND:

The proposed Cortez playground improvements include removal and disposal of existing playground equipment, structure, footings, safety surfacing, and installation of City furnished playground equipment, footings, installation of safety surfacing and all related work at Cortez Park.

Staff proposes to procure playground equipment, and safety surfacing through Gametime through the Omnia Partners Public Sector, a Cooperative Procurement program, contract number 2017001134 that expires June 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 August 9, 2021, staff advertised construction bid package. The following two (2) bids were received by the City at the Bid Opening held on August 24, 2021, at 11 am.

Contractor Name	Total Bid Amount
Next Stage Group	\$95,000.00
CEM Construction Corporation	\$104,898.40

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, Next Stage Group.

Lowest Responsive Bid

The lowest responsive bid was submitted by Next Stage Group in the amount of \$95,000. Following Council's approval, the City will enter into an agreement with Next Stage Group in substantially the form as attached (Attachment No. 1) and in such final form as approved by the City Attorney.

Budget

The following is the breakdown of the project budget:

Construction Costs	\$95,000.00	
Playground Equipment Purchase Order	\$218,048.96	
Subtotal	\$313,048.96	
Contingency Budget allowance authorization to staff to utilize for unforeseen conditions as necessary (10%)	\$31,305.00	
Total Construction Budget	\$344,353.96	
Project Management and Administration (Preparation of Bid Documents)	\$20,000.00	
Construction Management and Inspection	\$20,000.00	
Newspaper Advertisement, Misc. Expenses	\$3,000.00	
Total Project Budget	\$387,353.96	

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form and will review and approve the construction agreement prior to execution.

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

Fiscal Impact**FISCAL IMPACT:**

The funds available for this project are as follows:

Project No.	Funds	Account No.	Amount
22007	Prop 68 State Grant	232.80.7004.7700	\$ 244,109.00
22007	Park Impact Fees	166.80.7004.7700	\$ 103,291.00
22007	PDF E/Cortez Park	178.80.7004.7700	\$ 40,000.00
Total \$			387,400.00

Attachments

Attachment No. 1 - Construction Agreement Template with Next Stage Engineering

Attachment No. 2 - Resolution 2021-96

Attachment No. 3 - BA 014 Cortez Park State Prop 68

Attachment No. 4 - Gametime Contract Info

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

**CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 22007
CORTEZ PARK PLAYGROUND IMPROVEMENTS**

THIS CONSTRUCTION SERVICES AGREEMENT (herein “Agreement”), is made and entered into this 21st day of September, 2021 (“Effective Date”) by and between the CITY OF WEST COVINA, a municipal corporation (herein “City”), and NEXT STAGE CONSTRUCTION dba NEXT STAGE GROUP, a California Corporation (herein “Contractor”).

RECITALS

A. City requires construction services for the Cortez Park Playground Improvements , Project No. 22007 (“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) Contractor’s Proposal, attached hereto as Exhibit A and incorporated herein;
- (d) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
- (e) Bonds, attached hereto as Exhibit C and incorporated herein;

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

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

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

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

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

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

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

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

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

1.9 Prevailing 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.

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 Ninety Five Thousand Dollars (\$95,000.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

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

Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full 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:

Joe Ellis, Sr. Project Manager

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) 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 MISCELLANEOUS PROVISIONS

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

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

To Contractor: Next Stage Construction dba Next Stage Group
516 W Shaw Ave
Fresno, CA 93704
Attn: Joe Ellis

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

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

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

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or

allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

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

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

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

NEXT STAGE CONSTRUCTION DBA NEXT STAGE GROUP

Name
Title

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

CONTRACTOR'S PROPOSAL

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

RESOLUTION NO. 2021-96

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 (CORTEZ PARK PLAYGROUND)

WHEREAS, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-22; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 014, attached hereto as Exhibit A, related to Proposition 68 grant funds.

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

APPROVED AND ADOPTED this 21st day of September, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-96 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of September, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

BUDGET AMENDMENT

BA #	014
Posted By:	
Date Posted:	

Fiscal Year:	2021-2022
Amount:	347,400.00
Description:	State Prop 68 Per Capita Program

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
22007.232.7700	Cortez Park Playground	-	244,109.00	244,109.00
232.80.7004.7700				-
				-
22007.166.7700	Park Impact Fees/Cortez Park	-	103,291.00	103,291.00
166.80.7004.7700	Playground			-
				-
22007.174.7700	PDF E/Cortez Park	-	40,000.00	40,000.00
174.80.7004.7700	Playground			-
				-
174.80.7004.7700	CIP Park	61,100.00	(40,000.00)	21,100.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
		-	347,400.00	347,400.00

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
232.00.4521	STATE GRANT	-	244,109.00	244,109.00
				-
				-
				-
				-

Add revenue and expenditures for State Parks and Water Bond Act of 2018 (Proposition 68), Per Capita Grant Program for Cortez Park Playground Improvements. Reclassify funding under PDF E- Cortez.

Finance Director: _____	Date: _____
Funds Available? <input type="checkbox"/> Yes <input type="checkbox"/> No	

☐ Approved ☐ Denied

GameTime

Playground Solutions



Overview

[Contract Documentation](#)[The GameTime Difference](#)[Featured Products](#)[New Product Announcements](#)[Case Studies](#)[Project Gallery](#)[Our Process](#)[Pricing & Shipping](#)[Sustainability](#)[FAQs](#)

Your communities are our communities.

We've heard from many people who tell us they need some assistance with play and recreation projects. To help you plan for what's happening right now, and for what happens next, we're providing four options to support you. Our sincere hope is this will help you keep your projects moving forward and provide your communities with playful places for years to come.

[Learn More >>>](#)[REQUEST CONTRACT INFORMATION](#)[Click to Download](#)[Watch The PlayOn Video by GameTime](#)

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a single mission - enriching childhood through play. For nearly a century we've combined our passion for play with contemporary design, world-class manufacturing, and standards-based programs and curriculum.

Wherever You Are, We're Local

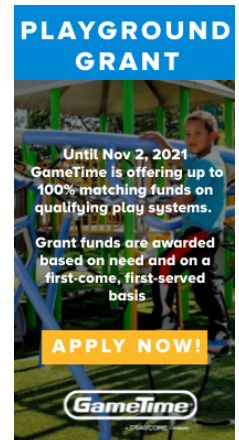
GameTime representatives and certified installers live, work and play in your neighborhood. We provide turnkey, personal service throughout all phases of your play and recreation projects to ensure your playground, fitness park, Challenge Course®, or one-of-a-kind, custom play space is a community centerpiece.

Unsurpassed Expertise

Our play experts have an average of 25 years experience designing, installing and maintaining playgrounds and fitness parks. GameTime representatives in North America—and around the globe—provide a unique perspective and passion for enriching childhood through play.

Play Partnerships

A great playground needs a great team, and every team needs the right players. We bring together the key individuals in a community who care most about play: civic leaders, corporate partners, landscape architects, educators and families.



[Overview](#)[Contract Documentation](#)[The GameTime Difference](#)[Featured Products](#)[New Product Announcements](#)[Case Studies](#)[Project Gallery](#)[Our Process](#)[Pricing & Shipping](#)[Sustainability](#)[FAQs](#)

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 and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

Executive Summary

- [Uniform Guidance](#)
- [Due Diligence](#)

Contract Documents

- [GameTime Contract 2017001134](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)

RFP Documents

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

[REQUEST CONTRACT
INFORMATION](#)



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF ZONE CHANGE NO. 21-01 AND CODE AMENDMENT NO. 21-01
(AUTO PLAZA OVERLAY ZONE)**

RECOMMENDATION:

It is recommended that the City Council conduct the public hearing and then introduce, by title only, further reading waived, the following Ordinances:

ORDINANCE NO. 2486 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING ZONE CHANGE NO. 21-01 CREATING THE AUTO PLAZA OVERLAY ZONE

ORDINANCE NO. 2487 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 21-01, RELATED TO THE AUTO PLAZA OVERLAY ZONE STANDARDS

BACKGROUND:

On July 20, 2021, the City Council considered a request made by the West Covina Auto Plaza Business Improvement District (Auto Plaza BID) to create an Auto Plaza Overlay zone and adopted a Resolution of Intention to initiate the zone change and code amendment.

Planning Commission Review

Code Amendment No. 21-01 (CA 21-01) and Zone Change No. 21-01 (ZC 21-01) was properly noticed for and considered by the Planning Commission at its regular meeting on August 24, 2021. During the public hearing, the applicant (represented by the Advisory Board of the Auto Plaza BID President, Vice President, and Envision Motorsport legal counsel) expressed the benefit of establishing the Auto Plaza Overlay Zone and adopting development standards that would restrict use to new car dealerships and address safety concerns. Three members of the public spoke in opposition of the Code Amendment and Zone Change due to potential negative impacts on a proposed used car dealership and car rental services conditional use permit application submitted by Enterprise for one of the vacant sites within the Auto Plaza area.

The Planning Commission voted 3-2 to continue the item to the September 14, 2021 Planning Commission meeting to allow the Auto Plaza property owners to privately discuss the issue amongst each other, to allow staff to report a timeline of the History of the West Covina Auto Plaza BID and Code Amendment/Zone Change.

On August 25, 2021, the Chair called for a Special Meeting of the Planning Commission to discuss CA 21-01 and ZC 21-01 on September 8, 2021.

At the September 8, 2021 Planning Commission Special Meeting, staff presented the Commission with information on the Auto Plaza BID history, the Auto Plaza Overlay Zone request timeline, the economic benefits of having maintain the West Covina Auto Plaza for new car dealerships only, survey of code standards from other cities with Auto Malls, and a list for permitted uses currently allowed in the West Covina Auto Plaza due to its Service-Commercial (S-C) zoning. The Planning Commission voted 4-1 to recommend City Council adoption of the Auto Plaza Overlay Zone Code Amendment and Zone Change.

DISCUSSION:

Zone Change:

The West Covina Auto Plaza encompasses all Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, east of Azusa Avenue, north of Norma Avenue, west of Baymar Street. The West Covina Auto Plaza was initially created in the 1980's and had guidelines establishing the district for new car dealerships. The Auto Plaza BID was established in 1993 pursuant to the Parking and Business Improvement Law of 1989 to form the trade association amongst the new car dealerships to acquire the readerboard sign and promote the Auto Plaza.

The S-C zoning designation for the properties within the Auto Plaza will not change. The proposed Zone Change will create an overlay zone, which is a zoning tool available for municipalities to create additional regulations superimposed on existing zoning in specified areas. If adopted, all properties located within the overlay zone are required to comply with both the overlay zone and the base zoning district standards/regulations.

Code Amendment:

The following is a summary of the proposed Ordinance as recommended by the Planning Commission:

Section 26-280 (Chapter 26, Article VI, Division 6: Motion Picture Filming)

- Cross-references Auto Plaza Overlay zone temporary use section which provides stricter filming regulations.

Section 26-597 (Chapter 26, Article XI: Non-Residential Uses)

- Clarifies that the Section does not apply to the Auto Plaza Overlay Zone and provides a cross-reference to the Auto Plaza Overlay Zone section so that individuals would be able to locate its permitted land-uses.

Division 4 (Chapter 26, Article XIII)

- New division (Division 4. Auto Plaza Overlay) is created under Article XIII (Overlay Zones)
- Establishes the purpose of the Auto Plaza Overlay Zone
- Describes the location of the Auto Plaza Overlay Zone (Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, north of Norma Avenue, west of Baymar Street, and east of Azusa Avenue.
- Provides definitions of terms used
- Indicates sales of new vehicles as the only permitted use with a list of complementary accessory uses
- Limits temporary uses to filming for the purpose of advertising dealership on the site
- Requires light standards/poles to be lit at night
- Clarifies that provisions in Division 4 will prevail if conflicting standards exists

GENERAL PLAN CONSISTENCY:

The proposed Zone Change will not impact or change the "Commercial" General Plan land-use designation for the Auto Plaza area.

The proposed Zone Change and Code Amendment is consistent with the following General Plan Policies and Actions:

- **Policy 2.1 - Maintain and enhance the City's current tax base**
 - **Action 2.1a - Continue to strengthen the City's retail base.**

A large portion of the City's sales tax base comes from automobile/vehicle sales. The proposed Zone Change and Code Amendment will re-enforce the intent of the Auto Plaza BID area and will ensure that the area will be maintained for new vehicle sales.

- **Policy 2.4 Build on and grow West Covina's regional appeal**

The proposed Zone Change and Code Amendment will ensure the maintenance of the Auto Plaza for new vehicle sales. Therefore, West Covina residents and residents of nearby communities would note its presence and would likely consider visiting the area when shopping for new vehicles.

- **Action 2.9b Brand and market West Covina**

The presence and maintenance of an Auto Plaza area within the City will improve West Covina's branding. West Covina will be a destination for individuals and/or businesses shopping for new vehicles.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve and adopt the proposed ordinances per the Planning Commission's recommendation; or
2. Provide alternative direction

ENVIRONMENTAL REVIEW:

The code amendment and zone change are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines in that it consists of development standards and the creation of an overlay zone that includes additional limitations on uses and standards that are currently allowed within the City, which does not have the potential for causing a significant effect on the environment.

Prepared by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Ordinance No. 2486

Attachment No. 2 - Ordinance No. 2487

Attachment No. 3 - Auto Plaza Overlay Request Letter

Attachment No. 4 - August 24, 2021 Planning Commission Staff Report

Planning Commission Resolution Zone Change No. 21-01

Attachment No. 6 - Planning Commission Resolution Code Amendment No 21-01

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance the City Image and Effectiveness
Engage in Proactive Economic Development

ORDINANCE NO. 2486

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WEST COVINA, CALIFORNIA, ADOPTING
ZONE CHANGE NO. 21-01 AND CREATING THE
AUTO PLAZA OVERLAY ZONE**

WHEREAS, on July 20, 2021, the City Council considered a request made by the Advisory Board of the West Covina Auto Plaza Business Association to create an Auto Plaza Overlay zone; and

WHEREAS, on July 20, 2021, the City Council adopted Resolution No. 2021-85 to formally initiate Zone Change No. 21-01 to create an Auto Plaza Overlay Zone; and

WHEREAS, the Planning Commission, upon giving the required notice, on August 24, 2021 and September 8, 2021, conducted duly advertised public hearings to consider the zone change and gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council's approval of the zone change; and

WHEREAS, the City Council upon giving the required notice, did on September 21, 2021, conduct a duly noticed public hearing to consider the zone change application creating the Auto Plaza Overlay zone encompassing all Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, east of Azusa Avenue, north of Norma Avenue, and west of Baymar Street; and

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

1. The properties located within the West Covina Auto Plaza are zoned as "Service-Commercial" (S-C). The existing base zoning will not change.
2. Approval of the zone change will create the Auto Plaza Overlay Zone.
3. The Auto Plaza Overlay Zone is necessary to maintain the West Covina Auto Plaza for the sales of new vehicles.
4. Pursuant to requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, the project General Exemption 15061(b)(3) which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The zone change would not result in physical change in the environment. The proposal does not involve any construction or additions to any existing structures.

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

SECTION 1. Based on the evidence presented, Zone Change No. 21-01 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

SECTION 2. The City Council does hereby approve Zone Change No. 21-01, changing the zoning designation for subject property as set forth on Exhibit A, and amending the Zoning Map of the City of West Covina.

SECTION 3. The City Clerk shall certify passage of this ordinance and shall cause the same to be published as required by law.

SECTION 4. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2486 was introduced at a regular meeting of the City Council held on the 21st day of September 2021, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2021, by the following vote of the City Council:

AYES:

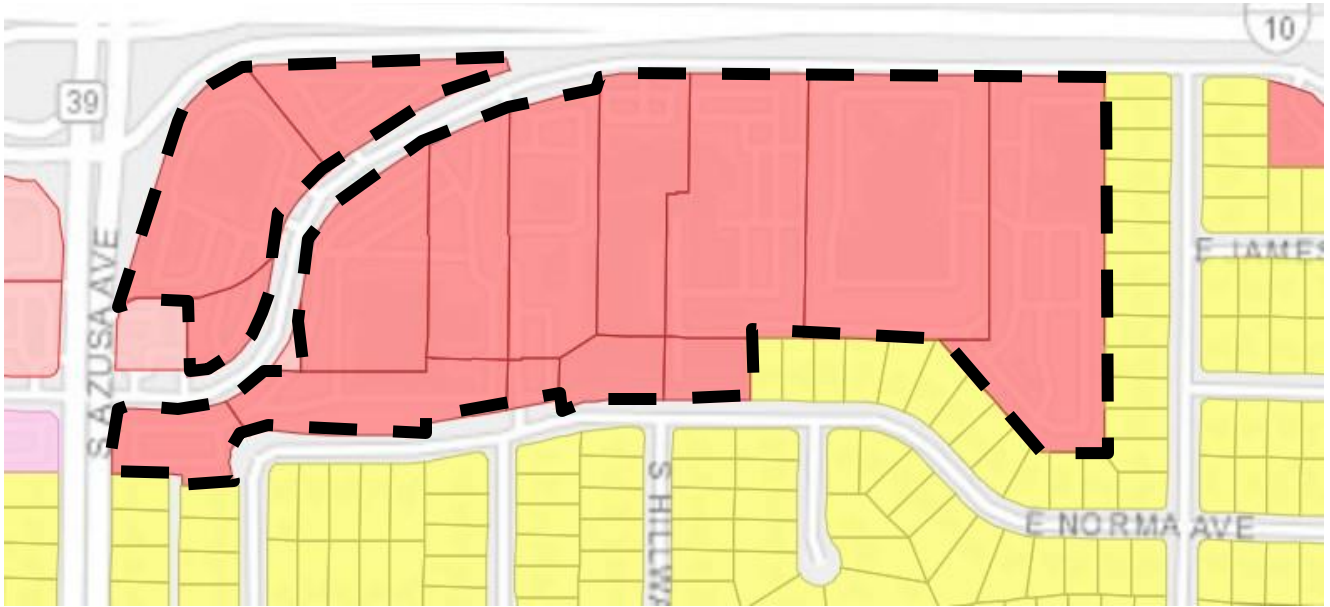
NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A



Indicates the area the area zoned as “Service-Commercial” (S-C) included in the Auto Plaza Overlay zone.

ORDINANCE NO. 2487

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA APPROVING CODE
AMENDMENT NO. 21-01, RELATED TO THE AUTO
PLAZA OVERLAY ZONE STANDARDS**

WHEREAS, on July 20, 2021, the City Council City Council considered a request made by the Advisory Board of the West Covina Auto Plaza Business Association to create an Auto Plaza Overlay zone and initiated a code amendment related to the Auto Plaza Overlay Zone standards; and

WHEREAS, on August 24, 2021 and September 8, 2021, the Planning Commission conducted duly noticed public hearings as prescribed by law regarding proposed Code Amendment No. 21-01 and approved Planning Commission Resolution No. 21-6092, recommending that the City Council approve Code Amendment No. 21-01; and

WHEREAS, on September 21, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 21-01; and

WHEREAS, based on review of the State CEQA Guidelines, the City Council finds and determines that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment, and the zone change would not result in physical change in the environment and does not involve any construction or additions to any existing structures; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

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

SECTION 1. Subsection (a) of Section 26-280 of Division 6 of Article VI of Chapter 26 of the West Covina Municipal Code is hereby amended to read as follows:

- (a) *Purpose and applicability.* This division establishes special regulations for filming within the city. Property in any zone, unless otherwise specified in filming guidelines pursuant to Section 26-280(d)subsection (d) below or provisions listed in Section 26-738(c)1., may be used as a location for filming, including without limitation filming of motion pictures, videotaping, or use of similar technology subject to approval of a film permit or major production permit pursuant to this article.

SECTION 2. Section 26-597 of Article XI of Chapter 26 of the West Covina Municipal Code is hereby amended to read as follows with the accompanying land-use matrix/chart remaining unchanged:

Sec. 26-597. -Land uses (except industrial uses, ~~or~~ manufacturing uses, or uses within the Auto Plaza Overlay Zone)

No building or improvement or portion thereof shall be erected, constructed, converted, established, altered or enlarged, nor shall any lot or premises be used except for one (1) or more of the following purposes. All such uses shall be within an enclosed building unless specifically stated otherwise.

Uses specifically noted as "(Outdoor Display)" are allowed providing all functions other than display are at all times conducted within an enclosed building.

This section shall not apply to the Auto Plaza Overlay Zone located within the S-C zone. Permitted uses within the Auto Plaza Overlay Zone are set forth in Section 26-738.

* Indicates stated use is prohibited in the Civic Center Overlay Zone.

x Indicates stated use is allowed by right.

c Indicates stated use is allowed by conditional use permit.

p Indicates stated use is allowed subject to administrative review and approval by the planning director.

a Indicates stated use is allowed by administrative use permit.

b Indicates stated use is allowed by adult oriented business permit.

SECTION 3. Division 4 of Article XIII of Chapter 26 of the West Covina Municipal Code is hereby amended to read as follows:

Chapter 26 (Zoning), Article XIII (Overlay Zones)

DIVISION 4. AUTO PLAZA OVERLAY

Sec. 26-735 Purpose.

The purpose of the Auto Plaza Overlay Zone is to preserve the City's Auto Plaza area to accomplish the City's goal of maintaining an established area designed for new vehicle franchise dealerships in order to make its services more accessible to the public, and to promote economic development within the City.

Sec. 26-736 Location.

The Auto Plaza Overlay Zone shall consist of Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, north of Norma Avenue, west of Baymar Street, and east of Azusa Avenue.

Sec. 26-737 Definitions.

For the purpose of this chapter, the following definitions shall apply:

- (a) "Automaker" shall mean a company that manufactures cars.
- (b) "Dealership" shall mean the same as "new vehicle franchise dealership"
- (c) "New vehicle franchise dealership" shall mean a dealership selling new vehicles that has obtained permission and authority to sell vehicles as a direct agent of a major automaker.

Sec. 26-738 Permitted Uses

Permitted uses on any lot or premises within the Auto Plaza Overlay Zone shall be limited to the following:

- (a) The sales of new vehicles operated by a new vehicle franchise dealership or directly by the automaker
 - 1. Sales of new vehicles with outdoor display is allowed provided that all administrative functions are at all times conducted within an enclosed building.
- (b) Accessory uses
 - 1. The sales of used vehicles operated by the same franchise dealership or automaker operating the primary use.
 - a. Used vehicle inventory on the site shall be limited to no more than 30 percent of the total new vehicle inventory on the same site.
 - b. Outdoor display of used vehicles is allowed provided that all administrative functions are at all times conducted within an enclosed building.
 - 2. Vehicle service shop for maintenance and repair
 - 3. Car wash
 - a. The car wash shall only be used to clean the dealership's vehicle inventory and/or to clean vehicles receiving maintenance or repair services.
 - b. The car wash shall not be made available for public use.
 - 4. Electric vehicle charging station
 - 5. Vehicle rental services only to be made available to customers utilizing services offered by the dealership
- (c) Temporary uses
 - 1. Filming
 - a. Filming or filmmaking on any lot or premises shall be limited to advertisement purposes promoting the dealership on the site.
 - b. Filming shall only be allowed on a lot or property occupied with a new vehicle dealership with an active business license.
 - c. Filming shall comply with the provisions of Division 6 (Motion Picture Filming) of Article VI (Procedures, Hearings, Notices, Fees, and Cases) of Chapter 26 (Zoning).

Sec. 26-739 Security Lighting Requirement

All properties located within the Auto Plaza Overlay Zone shall have all its parking lot/vehicle display light standards/poles brightly lit from sunset until 9:00 p.m. Parking lot/vehicle display light standards/poles shall automatically be switched to dimmer lighting between 9:00 p.m. and sunrise.

Sec. 26-740 Development Standards

Any proposed development and/or construction within the Auto Plaza Overlay Zone shall comply with the development standards set forth in Division 3 (Development Standards) of Article X (Nonresidential Uses) of Chapter 26 (Zoning). The provisions set forth in this Division (Division 4 Auto Plaza Overlay) shall prevail if any conflicting standards exist.

SECTION 4. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

SECTION 5. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2487 was introduced at a regular meeting of the City Council held on the 21st day of September, 2021, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lisa Sherrick
Assistant City Clerk



Envision Motors
2010 E Garvey Ave. S
West Covina, CA 91791
(626) 859-1200

Attn: City Council
City of West Covina
Planning Division, Second Floor, Room 208
1444 West Garvey Avenue South
West Covina, CA 91790

Re: Initiation of Overlay Zone Relating to West Covina Auto Plaza

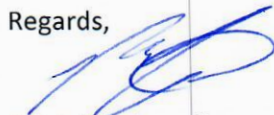
Dear Ms. Burns:

On behalf of the Advisory Board of the West Covina Auto Plaza Business Association, we are hereby submitting a request for the creation of an overlay zone for the benefit of the West Covina Auto Plaza Business Association. We request the overlay zone include the following items:

1. Only new car franchises are permitted to operate in the West Covina Auto Plaza
2. All properties must be brightly lit from sundown until at least 9 pm each night, with dimmer lights to be used between 9 pm and sunrise.
3. The West Covina Auto Plaza Business Association shall be permitted to sell advertising space and time on the West Covina Auto Plaza electronic leaderboard, upon the terms and conditions agreed to by the West Covina Auto Plaza Business Association.
4. No professional filming or filmmaking is permitted in the West Covina Auto Plaza, except for filming conducted by a dealership for the purposes of advertising said dealership.

Thank you again for your time and consideration. If you have any questions, please feel free to contact me at (925) 596-1222.

Regards,



Patrick Elahmadie
General Counsel
Envision Motors

PLANNING DEPARTMENT STAFF REPORT

SUBJECT

ZONE CHANGE NO. 21-01

CODE AMENDMENT NO. 21-01

GENERAL EXEMPTION

REQUEST: The proposed code amendment consists of potential amendments to Chapter 26 (Zoning), Article XIII (Overlay Zone), Section 26-597, and Section 26-280 of the West Covina Municipal Code pertaining to the creation of an Auto Plaza Overlay Zone (Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, east of Azusa Avenue, north of Norma Avenue, west of Baymar Street) and applicable development standards.

BACKGROUND

The Planning Division received correspondence written to the attention of the City Council from Envision Motorsport on behalf of the Advisory Board of the West Covina Auto Plaza Business Improvement District (Auto Plaza BID) (Attachment No. 3), requesting the City amend the West Covina Municipal Code and zoning designation for the Auto Plaza BID area to create an overlay zone that would accomplish the following:

- Allow only new car franchises to operate in the West Covina Auto Plaza
- Require all properties to be brightly lit from sundown until 9:00 pm, and dim lighting to be used from 9:00 pm to sunrise
- Prohibit professional filming/film-making except for filming conducted by a dealership for the advertising purpose of the said dealership
- Allow the West Covina Auto Plaza BID to sell off-site digital readerboard advertising in order to use the proceeds to advertise the West Covina Auto Plaza businesses through other means (i.e. radio, digital readerboards located in other cities, social media, etc).

At the July 20, 2021 City Council Meeting, the City Council initiated Code Amendment No. 21-01 and Zone Change No. 21-01, and directed staff to draft an Ordinance addressing three of the four requested items; the City Council was not in support of allowing off-site advertisement within the City. The City Council voted to only allow the advertising of off-site new car dealerships in the City of West Covina.

DISCUSSION

Zone Change

The West Covina Auto Plaza BID encompasses all Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, east of Azusa Avenue, north of Norma Avenue, west of Baymar Street. Auto Plaza BID was initially created by the former Redevelopment Agency with the intention of establishing a specific area within the City for the sales of new vehicles for economic development purposes.

The S-C zoning designation for the properties within the Auto Plaza BID will not change. The proposed Zone Change will create an overlay zone, which is a zoning tool available for municipalities to create additional regulations superimposed on existing zoning in specified areas. If adopted, all properties located within the overlay zone are required to comply with both the overlay zone and the base zoning district standards/regulations.

Code Amendment

The draft Ordinance provides the following changes to the West Covina Municipal Code:

Section 26-280 (Chapter 26, Article VI, Division 6: Motion Picture Filming)

- Cross-references Auto Plaza Overlay zone temporary use section which provides stricter filming regulations.

Section 26-597 (Chapter 26, Article XI: Non-Residential Uses)

- Clarifies that the Section does not apply to the Auto Plaza Overlay Zone and provides a cross-reference to the Auto Plaza Overlay Zone section so that individuals would be able to locate its permitted land-uses.

Division 4 (Chapter 26, Article XIII)

- New division (Division 4. Auto Plaza Overlay) is created under Article XIII (Overlay Zones)
- Establishes the purpose of the Auto Plaza Overlay Zone
- Describes the location of the Auto Plaza Overlay Zone (Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, north of Norma Avenue, west of Baymar Street, and east of Azusa Avenue.
- Provides definitions of terms used
- Indicates sales of new vehicles as the only permitted use with a list of complementary accessory uses

- Limits temporary uses to filming for the purpose of advertising dealership on the site
- Requires light standards/poles to be lit at night
- Clarifies that provisions in Division 4 will prevail if conflicting standards exists

GENERAL PLAN CONSISTENCY

The proposed Zone Change will not impact or change the "Commercial" General Plan land-use designation for the West Covina Auto Plaza BID area.

The proposed Zone Change and Code Amendment is consistent with the following General Plan Policies and Actions:

- **Policy 2.1 - Maintain and enhance the City's current tax base**
 - **Action 2.1a - Continue to strengthen the City's retail base.**

A large portion of the City's sales tax base comes from automobile/vehicle sales. The proposed Zone Change and Code Amendment will re-enforce the intent of the Auto Plaza BID area and will ensure that the area will be maintained for new vehicle sales.

- **Policy 2.4 Build on and grow West Covina's regional appeal**

The proposed Zone Change and Code Amendment will ensure the maintenance of the Auto Plaza for new vehicle sales. Therefore, West Covina residents and residents of nearby communities would note its presence and would likely consider visiting the area when shopping for new vehicles.

- **Action 2.9b Brand and market West Covina**

The presence and maintenance of an Auto Plaza area within the City will improve West Covina's branding. West Covina will be a destination for individuals and/or businesses shopping for new vehicles.

ENVIRONMENTAL DETERMINATION

The code amendment and zone change are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines in that it consists of development standards and the creation of an overlay zone that includes additional limitations on uses and standards that are currently allowed within the City, which does not have the potential for causing a significant effect on the environment.

STAFF RECOMMENDATIONS

Staff recommends that the Planning Commission adopt Resolutions Nos. 21-6091 and 21-6092, recommending that the City Council approve Zone Change No. 21-01 and Code Amendment No. 21-01.

Submitted by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Zone Change Resolution

Attachment No. 2 - Code Amendment Resolution

Attachment No. 3 - Letter from Envision on Behalf of Auto Plaza BID

**PLANNING COMMISSION
RESOLUTION NO. 21-6091**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO
THE CITY COUNCIL APPROVAL OF ZONE CHANGE NO. 21-01
CREATING THE AUTO PLAZA OVERLAY ZONE**

WHEREAS, on the 20th day of July 2021, the City Council considered a request made by the Advisory Board of the West Covina Auto Plaza Business Association to create an Auto Plaza Overlay zone; and

WHEREAS, the City Council did, on the 20th day of July 2021, adopt a Resolution to formally initiate Zone Change No. 21-01 to create an Auto Plaza Overlay Zone; and

WHEREAS, the Planning Commission, upon giving the required notice, did on August 24, 2021 and September 8, 2021, conduct a duly advertised public hearing to consider the zone change; and

WHEREAS, the studies and investigations made by the Planning Commission and in its behalf reveal the following facts:

1. The properties located within the West Covina Auto Plaza are zoned as “Service-Commercial” (S-C). The existing base zoning will not change.
2. Approval of the zone change will create the Auto Plaza Overlay Zone.
3. The Auto Plaza Overlay Zone is necessary to maintain the West Covina Auto Plaza for the sales of new vehicles.

WHEREAS, after conducting the public hearing and considering all oral and written evidence, the Planning Commission wishes to recommend that the City Council approve the zone change creating the Auto Plaza Overlay zone encompassing all Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, east of Azusa Avenue, north of Norma Avenue, and west of Baymar Street.

NOW THEREFORE, the Planning Commission of the City of West Covina does hereby resolve as follows:

SECTION 1: Based on evidence presented, Zone Change No. 21-01 is hereby found to be consistent with the City General Plan and implementation thereof.

SECTION 2: The Planning Commission recommends the City Council approve Zone Change No. 21-01, changing the zoning designation for subject property as set forth on Exhibit A, and amending the Zoning Map of the City of West Covina.

SECTION 3: Pursuant to requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, the project General Exemption 15061(b)(3) which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The zone change would not result in physical change in the environment. The proposal does not involve any construction or additions to any existing structures.

SECTION NO. 4: The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 8th day of September, 2021, by the following vote.

AYES: Gutierrez, Lewis, Becerra, Heng

NOES: Williams

ABSTAIN: None

ABSENT: None

DATE: September 24, 2021

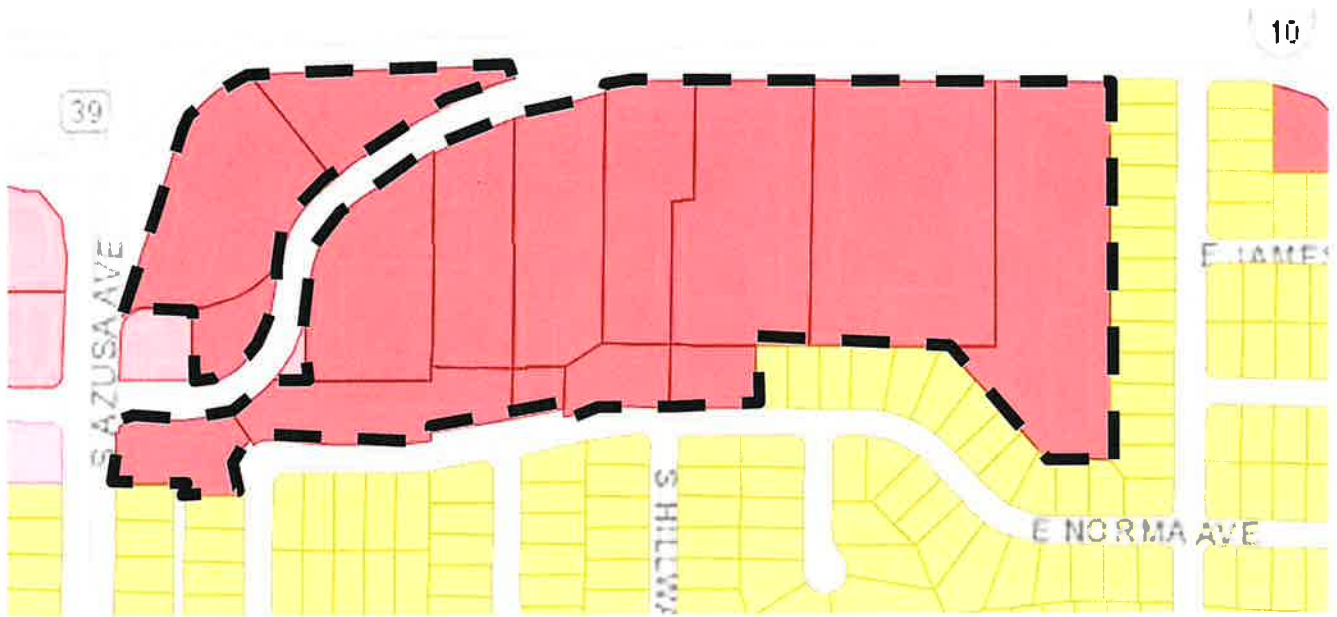


Livier Becerra, Chairperson
Planning Commission



Paulina Morales, Secretary
Planning Commission

EXHIBIT A



Indicates the area the area zoned as “Service-Commercial” (S-C) included in the Auto Plaza Overlay zone.

**PLANNING COMMISSION
RESOLUTION NO. 21-6092**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY
COUNCIL APPROVAL OF CODE AMENDMENT NO. 21-01, CODE
AMENDMENT RELATED TO THE AUTO PLAZA OVERLAY ZONE
STANDARDS**

WHEREAS, on the 20th day of July 2021, the City Council considered a request made by the Advisory Board of the West Covina Auto Plaza Business Association to create an Auto Plaza Overlay zone and initiated a code amendment related to the Auto Plaza Overlay Zone standards; and

WHEREAS, the Planning Commission, upon giving the required notice, did on August 24, 2021 and September 8, 2021, conduct a duly advertised public hearing as prescribed by law. At the conclusion of the public hearing and after considering all oral and written evidence, the Planning Commission approved Planning Commission Resolution No. 21-6092, recommending that the City Council approve Code Amendment No. 21-01; and

WHEREAS, studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The Auto Plaza Business Improvement District was created by the former West Covina Redevelopment Agency for the purpose of establishing a specific within the City for the sales of new vehicles to assist the City in economic development.
2. It is necessary to amend the municipal code to maintain the West Covina Auto Plaza for the sales of new vehicles.
3. The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the proposed action consists of a code amendment, which does not have the potential for causing a significant effect on the environment. The zone change would not result in physical change in the environment. The proposal does not involve any construction or additions to any existing structures.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

SECTION NO. 1: The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION NO. 2: Based on the evidence presented and the findings set forth, Code Amendment No. 21-01 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 21-01.

SECTION NO. 3: Based on the evidence presented and the findings set forth, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 21-01 to amend Chapter 26 (Zoning) of the West Covina Municipal Code as shown on Exhibit "A."

SECTION NO. 4: The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 8th day of September, 2021, by the following vote.

AYES: Gutierrez, Lewis, Heng, Becerra

NOES: Williams

ABSTAIN: None

ABSENT: None

DATE: September 8, 2021



Livier Becerra, Chairperson
Planning Commission



Paulina Morales, Secretary
Planning Commission

EXHIBIT A

ORDINANCE NO. ###

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 21-01, RELATED TO THE AUTO PLAZA OVERLAY ZONE STANDARDS

WHEREAS, on July 20, 2021, the City Council City Council considered a request made by the Advisory Board of the West Covina Auto Plaza Business Association to create an Auto Plaza Overlay zone and initiated a code amendment related to the Auto Plaza Overlay Zone standards; and

WHEREAS, on August 24, 2021 and September 8, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 21-01 and approved Planning Commission Resolution No. 21-6092, recommending that the City Council approve Code Amendment No. 21-01; and

WHEREAS, on _____, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 21-01; and

WHEREAS, based on review of the State CEQA Guidelines, the City Council finds and determines that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment, and the zone change would not result in physical change in the environment and does not involve any construction or additions to any existing structures; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

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

SECTION 1: Section 26-597 of Chapter 26, Article XI of the West Covina Municipal Code is hereby amended to read as follows with the accompanying land-use matrix/chart remaining unchanged:

- (a) *Purpose and applicability.* This division establishes special regulations for filming within the city. Property in any zone, unless otherwise specified in filming guidelines pursuant to

Section 26-280(d)subsection (d) below or provisions listed in Section 26-738(c)1., may be used as a location for filming, including without limitation filming of motion pictures, videotaping, or use of similar technology subject to approval of a film permit or major production permit pursuant to this article.

SECTION 2: Subsection (a) of Section 26-280 of Chapter 26, Article VI, Division 6 of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 26-597. -Land uses (except industrial uses, or manufacturing uses, or uses within the Auto Plaza Overlay Zone)

No building or improvement or portion thereof shall be erected, constructed, converted, established, altered or enlarged, nor shall any lot or premises be used except for one (1) or more of the following purposes. All such uses shall be within an enclosed building unless specifically stated otherwise.

Uses specifically noted as "(Outdoor Display)" are allowed providing all functions other than display are at all times conducted within an enclosed building.

This section shall not apply to the Auto Plaza Overlay Zone located within the S-C zone. Permitted uses within the Auto Plaza Overlay Zone are set forth in Section 26-738.

- * Indicates stated use is prohibited in the Civic Center Overlay Zone.
- x Indicates stated use is allowed by right.
- c Indicates stated use is allowed by conditional use permit.
- p Indicates stated use is allowed subject to administrative review and approval by the planning director.
- a Indicates stated use is allowed by administrative use permit.
- b Indicates stated use is allowed by adult oriented business permit.

SECTION 3: Chapter 26, Article XIII, Division 4 of the West Covina Municipal Code is hereby amended to read as follows:

Chapter 26 (Zoning), Article XIII (Overlay Zones)

DIVISION 4. AUTO PLAZA OVERLAY

Sec. 26-735 Purpose.

The purpose of the Auto Plaza Overlay Zone is to preserve the City's Auto Plaza area to accomplish the City's goal of maintaining an established area designed for new vehicle franchise

dealerships in order to make its services more accessible to the public, and to promote economic development within the City.

Sec. 26-736 Location.

The Auto Plaza Overlay Zone shall consist of Service-Commercial (S-C) zoned properties located south of the Interstate 10 Freeway, north of Norma Avenue, west of Baymar Street, and east of Azusa Avenue.

Sec. 26-737 Definitions.

For the purpose of this chapter, the following definitions shall apply:

- (a) “Automaker” shall mean a company that manufactures cars.
- (b) “Dealership” shall mean the same as “new vehicle franchise dealership”
- (c) “New vehicle franchise dealership” shall mean a dealership selling new vehicles that has obtained permission and authority to sell vehicles as a direct agent of a major automaker.

Sec. 26-738 Permitted Uses

Permitted uses on any lot or premises within the Auto Plaza Overlay Zone shall be limited to the following:

- (a) The sales of new vehicles operated by a new vehicle franchise dealership or directly by the automaker
 - 1. Sales of new vehicles with outdoor display is allowed provided that all administrative functions are at all times conducted within an enclosed building.
- (b) Accessory uses
 - 1. The sales of used vehicles operated by the same franchise dealership or automaker operating the primary use.
 - a. Used vehicle inventory on the site shall be limited to no more than 30 percent of the total new vehicle inventory on the same site.
 - b. Outdoor display of used vehicles is allowed provided that all administrative functions are at all times conducted within an enclosed building.
 - 2. Vehicle service shop for maintenance and repair
 - 3. Car wash
 - a. The car wash shall only be used to clean the dealership’s vehicle inventory and/or to clean vehicles receiving maintenance or repair services.
 - b. The car wash shall not be made available for public use.
 - 4. Electric vehicle charging station
 - 5. Vehicle rental services only to be made available to customers utilizing services offered by the dealership
- (c) Temporary uses

1. Filming

- a. Filming or filmmaking on any lot or premises shall be limited to advertisement purposes promoting the dealership on the site.
- b. Filming shall only be allowed on a lot or property occupied with a new vehicle dealership with an active business license.
- c. Filming shall comply with the provisions of Division 6 (Motion Picture Filming) of Article VI (Procedures, Hearings, Notices, Fees, and Cases) of Chapter 26 (Zoning).

Sec. 26-739 Security Lighting Requirement

All properties located within the Auto Plaza Overlay Zone shall have all its parking lot/vehicle display light standards/poles brightly lit from sunset until 9:00 p.m. Parking lot/vehicle display light standards/poles shall automatically be switched to dimmer lighting between 9:00 p.m. and sunrise.

Sec. 26-740 Development Standards

Any proposed development and/or construction within the Auto Plaza Overlay Zone shall comply with the development standards set forth in Division 3 (Development Standards) of Article X (Nonresidential Uses) of Chapter 26 (Zoning). The provisions set forth in this Division (Division 4 Auto Plaza Overlay) shall prevail if any conflicting standards exist.

SECTION 4: The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

SECTION 5: This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 21, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF REQUEST FROM COUNCILWOMAN DIAZ REGARDING
ESTABLISHING A RENTAL HOUSING INSPECTION PROGRAM IN THE CITY OF
WEST COVINA.**

RECOMMENDATION:

It is recommended that the City Council review, discuss, and direct staff to prepare a staff report regarding an amendment to the City's Municipal Code, an amendment to the City's fee resolution, a resolution establishing rules and procedures, and a budget amendment to implement a Rental Housing Inspection Program

BACKGROUND:

The purpose of a Rental Housing Inspection Program is to identify blighted, deteriorated, and substandard rental housing stock, and to ensure the rehabilitation or elimination of housing that does not meet minimum Municipal and/or State Building/ Housing Code standards. This type of program is intended to ensure the health, safety and welfare of residents, thus enhancing the quality of life for individuals living in rental units, stabilizing neighborhoods against deterioration, and maintaining/enhancing property values. Numerous cities throughout the State of California, including the City of Covina, have implemented rental housing inspection programs in order to arrest the blighting influence of aging and substandard rental properties. The benefits of a rental residential inspection program can include:

- Maintaining, and in many cases, improving the quality of the multi-family rental housing stock in the City, and the quality-of-life for its residents.
- Combating overcrowding resulting from illegal construction activities, which results in the creation of illegal and unsafe rental units.
- Reducing the impacts of overflow parking where illegal conversions exist.
- Identifying residential building deterioration throughout West Covina, maintaining, and in some cases improving property values and investment potential.
- Providing a tool to better regulate/enforce illegal garage conversions and additions.
- Assuring that West Covina's aging rental inventory is maintained over time.

The State Legislature has found and declared that there is a statewide shortage of affordable housing, exacerbated by the presence of substandard dwelling units. The State Department of Housing and Community Development have estimated that one in every eight dwelling units (13%) statewide are substandard and fails to meet minimum housing code requirements. The effects of even one single substandard unit, the Legislature has declared, can lead to the deterioration of an entire neighborhood. (California Health and Safety Code Section 17998).

Anecdotal data shows that when a rental property reaches a certain age, it has reached the end of its useful life unless the property is consistently maintained. Field observations and experience from the City's Building Inspectors indicates that a significant percentage of rental units (single and multi-family) are not currently in compliance with local, state and federal housing standards that ensure safe and decent housing for all residents. Enforcement efforts to bring individual units up to standard are often met with resistance and are frequently characterized by tenant/landlord disputes. Current procedures rely largely on tenant or neighborhood complaints as a means for identifying non-compliant units.

DISCUSSION:

Per the City Council Standing Rules, Councilwoman Diaz is seeking the City Council's consensus to instruct staff to look into establishing a City of West Covina Rental Inspection Program. The program could require property owners to register any rental property(s) with the City and an annual inspection.

Prepared by: Paulina Morales, Assistant City Manager

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