



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 5, 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 10/05/2021". 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 OCTOBER 5, 2021, 7:00 PM
REGULAR MEETING

INVOCATION

Led by Matt Chavez from One and All Church West Covina

PLEDGE OF ALLEGIANCE

Led by Councilmember Tabatabai

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation for Breast Cancer Awareness Month
- Proclamation for Domestic Violence Awareness Month
- Proclamation for Fire Prevention Week

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 21, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE SEPTEMBER 21, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the September 21, 2021, Closed Session Meeting Minutes and the September 21, 2021, Regular Session Meeting Minutes.

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

- 2) **CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2486 AND ORDINANCE NO. 2487 - ZONE CHANGE NO. 21-01 AND CODE AMENDMENT NO. 21-01 (AUTO PLAZA OVERLAY ZONE)**

It is recommended that the City Council adopt 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

CITY MANAGER'S OFFICE

- 3) **CONSIDERATION OF RESOLUTION NO. 2021-99 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

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

RESOLUTION NO. 2021-99 - 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, AUGUST 17, 2021 AND SEPTEMBER 7, 2021

PUBLIC SERVICES

- 4) **CONSIDERATION OF AMENDMENTS TO MEMORANDUM OF UNDERSTANDING WITH CITIES OF AZUSA, COVINA, DUARTE, AND GLENDORA AND AGREEMENT WITH UNION STATION HOMELESS SERVICES FOR FIVE-CITIES HOMELESSNESS PLANS IMPLEMENTATION GRANT PROJECT**

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

1. Authorize the City Manager to execute Amendment No. 2 to the Memorandum of Understanding with the member cities of the East San Gabriel Valley Cohort (Cities of Azusa, Covina, Duarte, Glendora and West Covina), in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 2 to the agreement with Union Station Homeless Services, in substantially the form as attached and in such final form as approved by the City Attorney; and
3. Adopt the following Resolution:

RESOLUTION NO. 2021-98 - 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 UNION STATION

HOMELESS SERVICES – CASH MATCH)

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

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

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting

October 19, 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: October 5, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE SEPTEMBER 21, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE SEPTEMBER 21, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

RECOMMENDATION:

It is recommended that the City Council approve the September 21, 2021, Closed Session Meeting Minutes and the September 21, 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 - 9/21/2021 Closed Session Minutes Draft

Attachment No. 2 - 9/21/2021 Regular Session Minutes Draft

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



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**SEPTEMBER 21, 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 21, 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, Thomas Duarte City Attorney, Helen Tran Human Resources Director, Robbeyn Bird Finance Director, Paulina Morales Assistant City Manager

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Freddie Sotelo

John Shewmaker

CLOSED SESSION

ACTION: Motion by Mayor Lopez-Viado, Second by Councilman Wu 5-0 to: add potential litigation matter to the Closed Session agenda, pursuant to Government Code § 54954.2(b-2)

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

1.City of West Covina v David Sifling – Case #ADJ2950618 – Marina Del Rey

2.City of West Covina v Todd Smith – Case #ADJ13210994 – Van Nuys

2.CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: 350 S. Citrus St. West Covina

Agency Negotiator: Carmany, Morales, Duarte

Negotiating Parties: Maverick Baseball Academy

Under Negotiation: Price and Terms of Payment of Facility Use Agreement

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

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

ADJOURNMENT

A motion to adjourn the Closed Session Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 6:50p.m. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday October 5, 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 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**

MINUTES

CALL TO ORDER

A Regular Meeting was called to order by Mayor Lopez-Viado on Tuesday, September 21, 2021 at 7:01 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

INVOCATION

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

PLEDGE OF ALLEGIANCE

Led by Councilman Wu

ROLL CALL

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

Council Members
Absent: None

City Staff: David Carmany City Manager, Thomas Duarte City Attorney, Lisa Sherrick Assistant City Clerk; other City staff presented reports and responded to questions as indicated in the minutes.

CLOSED SESSION

ACTION: Motion by Mayor Lopez-Viado, Second by Councilman Wu 5-0 to: add potential litigation matter to the Closed Session agenda, pursuant to Government Code § 54954.2(b-2)

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

- 1.City of West Covina v David Sifling – Case #ADJ2950618 – Marina Del Rey
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2.CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: 350 S. Citrus St. West Covina

Agency Negotiator: Carmany, Morales, Duarte

Negotiating Parties: Maverick Baseball Academy

Under Negotiation: Price and Terms of Payment of Facility Use Agreement

3.CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT FROM CLOSED SESSION

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

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

Bill Elliott

Wen Wen Zhang

Armando Sanchez

John Shewmaker

Jim Grivich

Jay Meader

Jerri Potras

R. Robinson

Steve Bennett

Peter Wang

JD

Armando Herman (expressed opposition to all items via Agenda Position Slip in lieu of speaking)

CITY MANAGER'S REPORT

Presentation given by Mr. Carmany.

CONSENT CALENDAR

ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 5-0 to: Approve Consent Calendar Items 1-6

ACTION: Motion by Councilman Wu, Second by Mayor Lopez-Viado 4-1 (No:Tabatabai) to: Table Consent Calendar Item 7 to a Future Meeting Date (Item 7 was pulled for discussion by Mayor Lopez-Viado)

ACTION: Motion by Mayor Pro Tem Castellanos, Second by Councilman Wu 5-0 to: Approve Consent Calendar Item 8 (Item 8 was pulled for discussion by Mayor Pro Tem Castellanos)

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.**

Carried 5-0 to: 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

Carried 5-0 to: 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

Carried 5-0 to: 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

Carried 5-0 to: 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

Carried 5-0 to: 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

Carried 5-0 to: 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

This Item was Tabled to a future meeting Date.

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

Carried 5-0 to: take the following actions:

1. Award the construction agreement for the Cortez Park Playground Improvements (Project No. 22007) to NextStage 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)

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

Public Comments in Favor
Rebecca Villegas

Public Comments in Opposition
Christopher Petersen
Jeff Tuck
Thomas Klingler
Mike Greenspan
Armando Herman
Steve Bennett

---End of Public Comment---

ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 5-0 to: conduct the public hearing and then introduce, by title only, further reading waived, the following Ordinance:

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

ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 5-0 to: conduct the public hearing and then introduce, by title only, further reading waived, the following Ordinance:

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.

Hearing no opposition, City Council directed 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

None

CITY COUNCIL COMMENTS

None

-This section has intentionally been left blank-

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 10:17 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, October 05, 2021 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Letty Lopez-Viado
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 5, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2486 AND ORDINANCE NO. 2487 - ZONE CHANGE NO. 21-01 AND CODE AMENDMENT NO. 21-01 (AUTO PLAZA OVERLAY ZONE)

RECOMMENDATION:

It is recommended that the City Council adopt 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 Advisory Board of the West Covina Auto Plaza Business Association 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.

City Council Review

Based upon the actions and recommendations of the Planning Commission, the City Council held a public hearing and introduced Ordinances Nos. 2486 and 2487 at the September 21, 2021 City Council meeting.

DISCUSSION:

Ordinance No. 2486 is a Zone Change to create the Auto Plaza Overlay Zone. 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 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.

Ordinance No. 2486 is a code amendment to create development standards for the Auto Plaza Overlay Zone and to cross-reference the Auto Plaza Overlay Zone in certain sections of the Zoning Code.

Both ordinances will take effect on the 31st day after adoption, which is on or about November 5, 2021.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Conduct the second reading and adopt Ordinance Nos. 2486 and 2487; 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 (Zone Change)

Attachment No. 2 - Ordinance No. 2487 (Code Amendment)

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

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 5th day of October, 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 5th day of October, 2021, by the following vote of the City Council:

AYES:

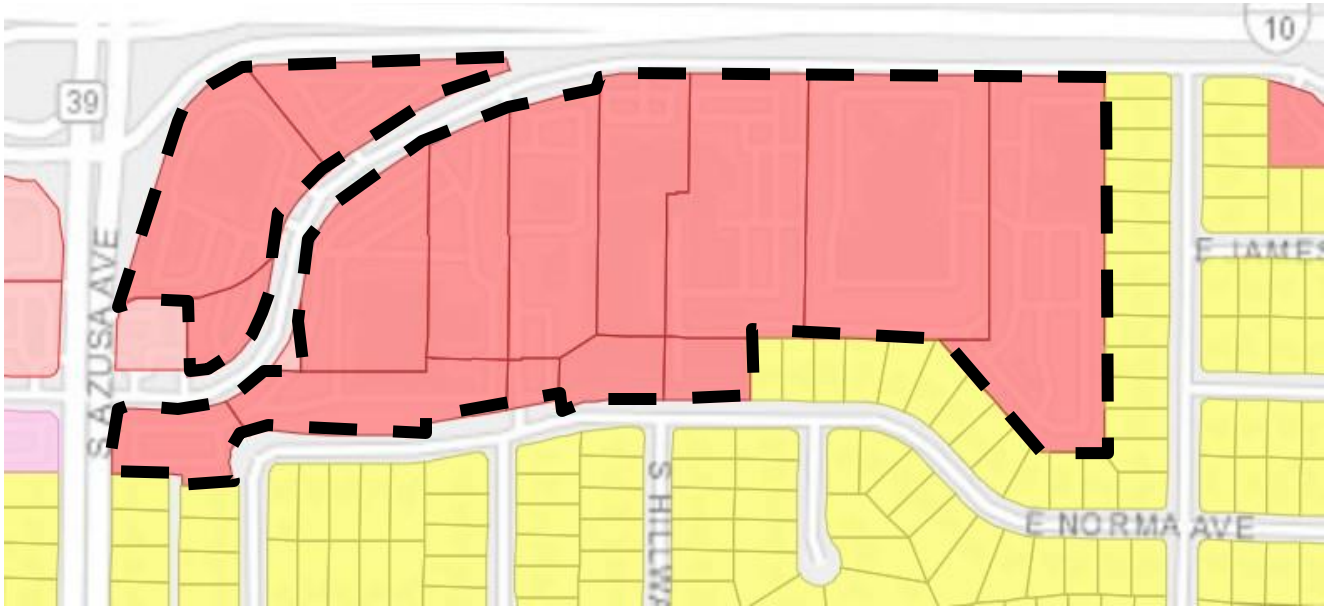
NOES:

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 5th day of October, 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 5th day of October, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 5, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2021-99 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY

RECOMMENDATION:

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

RESOLUTION NO. 2021-99 - 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, AUGUST 17, 2021 AND SEPTEMBER 7, 2021

BACKGROUND:

On March 17, 2020, the City Council adopted Resolution 2020-19, ratifying Proclamation 2020-01 declaring the existence of a local emergency, which was issued by the City Manager acting in the capacity of Director of Emergency Services. The local emergency is due to the novel coronavirus (COVID-19) pandemic. Following adoption of the resolution, the City Council needs to review and reevaluate the need for continuing the local emergency at least once every thirty (30) days in accordance with Section 8-7(a)(2) of the West Covina Municipal Code (WCMC). The City Council previously continued the local emergency on April 7, 2020, May 5, 2020, June 2, 2020, June 23, 2020, July 21, 2020, August 18, 2020, September 15, 2020, October 6, 2020, October 20, 2020, November 17, 2020, December 1, 2020, January 19, 2021, February 16, 2021, March 16, 2021, April 6, 2021, May 4, 2021, June 1, 2021, June 15, 2021, July 6, 2021, July 20, 2021, August 17, 2021 and September 7, 2021.

DISCUSSION:

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

As of September 28, 2021, there were 232,075,351 confirmed cases of COVID-19 globally. On September 28, 2021, California reported that, as of September 27, 2021, there were 4,476,388 confirmed cases in California. As of September 27, 2021, there were 1,456,275 confirmed cases in Los Angeles County, including 14,973 confirmed cases in the City of West Covina, according to the Los Angeles County Department of Public Health.

In mid-December 2020, the State began administering the COVID-19 vaccine under "Vaccinate All 58," the State's campaign for a safe, fair and equitable vaccine for all 58 counties in the State. As of September 27, 2021, the State reported that LA County had administered 12,642,078 doses of the vaccine.

Despite the distribution of the vaccine, health officials have indicated that transmission of the virus remains widespread especially with the coronavirus variants that are considered highly transmissible, such as the Delta variant. The Los Angeles County Department of Health reported that community transmission of COVID-19 in Los Angeles County rapidly increased from "Low" to "High" since June 2021, and is currently requiring that all persons wear face masks on public transit, in transportation hubs, indoors in K-12 schools, childcare and other youth settings, health care settings, correctional facilities and detention centers, homeless shelters, emergency shelters and cooling centers, indoor public and business settings, and outdoor mega events, regardless of vaccination status.

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

LEGAL REVIEW:

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

OPTIONS:

The options available to the City Council are as follows:

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

Prepared by: David Carmany, City Manager

Attachments

Attachment No. 1 - Resolution No. 2021-99

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

RESOLUTION NO. 2021-99

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, AUGUST 17, 2021 AND SEPTEMBER 7, 2021

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

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

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

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

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

WHEREAS, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 15, 2020, 153,517 confirmed cases of COVID-19 globally, 5,735 of which resulted in death. On September 28, 2021, the WHO reported 232,075,351 confirmed cases globally, 4,752,988 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 15, 2020, there were 335 confirmed cases of COVID-19 in California, six (6) of which resulted in death. On September 28, 2021, CDPH reported that, as of September 27, 2021, there were 4,476,388 confirmed cases in California, 68,387 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the Los Angeles County Department of Public Health (“LA County Health Department”) reported that, as of March 15, 2020, Los Angeles County had 69 confirmed cases, including one (1) death and one (1) confirmed case at West Covina High School. On September 28, 2021, the LA County Health Department reported that, as of September 27, 2021, Los Angeles County had 1,456,275 confirmed cases, 26,047 of which resulted in death; and

WHEREAS, as of September 27, 2021, the LA County Health Department reported 14,973 confirmed cases in the City of West Covina, 283 of which resulted in death; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on September 7, 2021, the City Council adopted Resolution No. 2021-92, determining there was a need to continue the local emergency; and

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

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

WHEREAS, notwithstanding widespread administration of the COVID-19 vaccine and the reopening of the State’s economy, the LA County Health Department has reported that community transmission of COVID-19 in Los Angeles County rapidly increased from “Low” to “High” since June 2021, and is currently requiring that all persons wear face masks on public transit, in transportation hubs, indoors in K-12 schools, childcare and other youth settings, health

care settings, correctional facilities and detention centers, homeless shelters, emergency shelters and cooling centers, indoor public and business settings, and outdoor mega events, regardless of vaccination status; and

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 5th day of October, 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. 2021-99 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of October, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 5, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AMENDMENTS TO MEMORANDUM OF UNDERSTANDING WITH CITIES OF AZUSA, COVINA, DUARTE, AND GLENDORA AND AGREEMENT WITH UNION STATION HOMELESS SERVICES FOR FIVE-CITIES HOMELESSNESS PLANS IMPLEMENTATION GRANT PROJECT

RECOMMENDATION:

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

1. Authorize the City Manager to execute Amendment No. 2 to the Memorandum of Understanding with the member cities of the East San Gabriel Valley Cohort (Cities of Azusa, Covina, Duarte, Glendora and West Covina), in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 2 to the agreement with Union Station Homeless Services, in substantially the form as attached and in such final form as approved by the City Attorney; and
3. Adopt the following Resolution:

RESOLUTION NO. 2021-98 - 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 (UNION STATION HOMELESS SERVICES – CASH MATCH)

BACKGROUND:

On August 17, 2015, in response to the growing crisis of homelessness, the Los Angeles County Board of Supervisors launched a Homeless Initiative to prevent and combat homelessness which continues to pervade our communities. An unprecedented collaborative planning process resulted in a comprehensive plan consisting of 47 strategies. Recognizing the need to sustain the strategies of the Homeless Initiative, the Board of Supervisors approved the Measure H ordinance that identifies 21 of 51 strategies as eligible for funding through Measure H. On March 7, 2017, the voters approved Measure H.

Since the inception of the Homeless Initiative in 2015, collaboration and engagement with the 88 cities in the County has been a major priority for the County. Cities play a critical role in ensuring that the impact of these strategies is maximized. Cities have jurisdiction over housing and land use for about one third of the land in the County and 90% of the countywide population, and thus play a vital role, along with the County of Los Angeles, in developing affordable housing and interim housing.

In 2017, the Board of Supervisors approved funding to cities to develop their own homelessness plans. In 2018, participating cities submitted their homelessness plans. In September 2018, the Board of Supervisors approved \$9

million in Measure H funding for the Homeless Initiative and United Way Home for Good Funders Collaborative to issue a Request for Proposals (RFP) for the cities to implement their homelessness plans, either as individual cities or multi-jurisdictional partners.

In 2018, the Cities of Azusa, Covina, Duarte, Glendora, and West Covina received funding from the County of Los Angeles to develop city homelessness plans. The cities collaborated during the development of these plans, working collectively to address homelessness in the East San Gabriel Valley. In addition, four of the cities, Azusa, Glendora, West Covina, and Covina, continue to collaborate on the Homeless Assistance Liaison Officer (HALO) and the Law Enforcement Homeless Outreach Services Team (HOST) programs. The County Mental Evaluation Team (MET) works in all five cities.

On September 14, 2018, the County released an RFP to fund the implementation of components of the homelessness plans. Working with a grant writer funded by the SGVCOG, Azusa, Covina, Duarte, Glendora, and West Covina (collectively called the ESGV Cohort) submitted a collaborative proposal to strengthen services and Coordinated Entry System (CES) coordination by sharing a new five-member case management team that will offer a visible entry point into services in each of the cities and will mobilize for projects such as outreach fairs and riverbed engagement. The goal is to decrease homelessness in the five cities by engaging those experiencing homelessness in essential supportive services to remove barriers and move them into permanent housing.

The collaborative proposal was funded at the requested amount of \$343,250. To meet the matching requirement of the grant, \$291,280, each city committed to a match of \$33,000. The balance of the match (\$25,256 per city) was met through in-kind contributions each city makes in the way of space, parking, utilities, etc., at each location. The original grant term was through February 2021.

The City of West Covina serves as the Lead Agency for the ESGV Cohort and is the point-of-contact for the County for financial transactions and performance reporting. On August 20, 2019, the West Covina City Council approved an agreement with the County, relative to the grant.

The ESGV Cohort selected Union Station Homeless Services, a County-approved and vetted homeless service provider, to provide the 5-person case management team. As the Lead Agency, the City of West Covina contracted with Union Station Homeless Services on behalf of the ESGV Cohort.

DISCUSSION:

On December 17, 2019, the City Council approved a Memorandum of Understanding (MOU) with the ESGV Cohort (Attachment No. 3) and Agreement with Union Station Homeless Services (Attachment No. 5) for homeless services. The full grant amount of \$343,250 for the five cities, as well as West Covina's required cash match of \$33,000 were appropriated. As the Lead Agency for the ESGV Cohort, West Covina has been invoiced by Union Station Homeless Services and reimbursed by the County. Through June 2021, \$318,178.30 of the grant has been expended, leaving a balance of \$25,071.70.

The grant term was originally through February 2021. The agreement with Union Station Homeless Services included compensation based on the full grant amount. This is because the cash match was intended for non-personnel costs such as transportation, documents, arrears, utility deposits, move-in expenses, and supplies, according to the grant proposal.

Due to COVID-19 and the delayed start of programs, however, the County offered no-cost extensions of the grant term. Currently, the term of the County agreement extends through December 2021. The City entered into amendments to the MOU with the ESGV Cohort and agreement with Union Station Homeless Services to extend their terms to align with the term of the County agreement. With the expectation that grant funds would be fully expended before the end of the extended term, the County advised the ESGV Cohort to use the unspent cash match to bridge the gap in funding.

The ESGV Cohort agreed that West Covina will continue as the Lead Agency until grant funds are exhausted. On behalf of the ESGV Cohort, West Covina will continue to receive and pay invoices from Union Station Homeless

Services through December 2021. Invoices are itemized and costs are identifiable on a by-city basis. West Covina will be reimbursed by the other four cities for related costs of the program, not to exceed \$33,000 per city. The proposed amendment to the MOU with the ESGV Cohort details these changes (Attachment No. 2).

The proposed amendment to the agreement with Union Station Homeless Services (Attachment No. 4) increases compensation by an amount not to exceed \$165,000. This amount represents the cash match committed by each member of the ESGV Cohort.

LEGAL REVIEW:

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

OPTIONS:

The City Council may

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

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact

FISCAL IMPACT:

Relative to the required cash match for Housing Navigation grant, staff is requesting an appropriation of \$165,000. \$132,000 of this amount will be reimbursed by the other four members of the ESGV Cohort. West Covina's cash match was appropriated in FY 2020-2021. The attached budget amendment carries this amount forward to FY 2021-2022.

It also carries forward the unexpended balances of grant funding activities as summarized below.

Account	Activity	Amount
240.61.2255.5111	Law Enforcement Outreach	\$ 23,277.38
240.61.2255.6120	Encampment Cleanup	25,000.00
240.61.2255.6120	Motel Vouchers	210,655.00
240.61.2255.6120	Housing Navigation (Grant)	25,071.70

Attachments

Attachment No. 1 - Budget Amendment Resolution

Attachment No. 2 - Amendment 2 to MOU with ESGV Cohort

Attachment No. 3 - ESGV Cohort MOU

Attachment No. 4 - Amendment 2 to Agreement with Union Station Homeless Services

Attachment No. 5 - Agreement with USHS - 5 Cities Housing Navigators

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

RESOLUTION NO. 2021-98

**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 (UNION
STATION HOMELESS SERVICES – CASH MATCH)**

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. 018, attached hereto as Exhibit A, related to a required match for a grant of Measure H funds from Los Angeles County.

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 5th day of October, 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. 2021-98 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of October 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A
BUDGET AMENDMENT

CITY OF WEST COVINA
BUDGET AMENDMENT

BA # 018
Posted By:
Date Posted:

Date: 10/5/21
Requested by: Kelly McDonald
Dept/Div: Public Services

Fiscal Year: 2021-2022
Amount: \$33,000.00
Description: Homeless Services - Grant
SGV COG

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
240.61.2255.5111	Law Enforcement Outreach	-	23,277.38	23,277.38
240.61.2255.6120	Contractual Services	-	425,726.70	425,726.70
				-
820.95.9500.9240	Transfer Out	-	33,000.00	33,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
240.61.4540	Grant and Reimbursement	-	416,004.08	416,004.08
240.00.9820	Transfer In	-	33,000.00	33,000.00
				-
				-
				-

REASON/JUSTIFICATION (Please be specific)

Grant awards received through County and SGV COG Measure H, as well as reimbursements from ESGV Cohort Cities. All but \$33,000 (required cash match) to be fully reimbursed.

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

**AMENDMENT NO. TWO
TO
MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT NO. TWO TO MEMORANDUM OF UNDERSTANDING ("Amendment") is made and entered into as of October 5, 2021 ("Effective Date") by and among the City of West Covina, a municipal corporation ("West Covina"); the City of Covina, a municipal corporation, and the Covina Housing Authority (the City of Covina and the Covina Housing Authority shall collectively be referred to as "Covina"), the City of Glendora, a general law city and municipal corporation ("Glendora"), the City of Duarte, a municipal corporation ("Duarte"), and the City of Azusa, a municipal corporation ("Azusa"). West Covina, Covina, Glendora, Duarte and Azusa are sometimes referred to herein collectively as "Cities" or "ESGV Cohort."

WHEREAS, Cities entered into a Memorandum of Understanding dated January 27, 2020 relating to the Cities' Homelessness Plan Implementation Program ("MOU"); and

WHEREAS, the MOU provides for a term of 18 months commencing on the date of the last city's execution of the MOU; and

WHEREAS, the Cities clarified the effective date of the MOU and extended the term through December 31, 2021 through Amendment No. One to the MOU; and

WHEREAS, Cities now desire to amend Sections II.E and II.F of the MOU as set forth herein.

NOW, THEREFORE, the Cities agree as follows:

1. Section II.E of the MOU shall be amended to read as follows:

As the Lead Agency, West Covina will execute a contract for services to be provided under this MOU with a contractor, pay contractor invoices, submit reimbursement requests, and submit reporting on collective performance. The Grant Funds will be used to compensate the contractor. Once the Grant Funds have been expended, the Cities' cash match contributions will be used to compensate the contractor. Each City will receive services from the contractor until the cost for the contractor's services provided to that City total that City's cash contribution of \$33,000. As received, West Covina will provide copies of the contractor's invoices detailing the contractor's services, itemized by City, to the Cities. At the end of the grant term, West Covina will invoice each City for reimbursement for the costs paid to the contractor on behalf of each City. Each City agrees to pay West Covina's invoice within forty-five (45) days of the date of the invoice.

2. Section II.F of the MOU shall be amended to read as follows:

The in-kind contribution will be managed and controlled by each City and used for supplies and non-personnel costs consistent with the authorized uses of the Grant Funds.

3. All other terms of the MOU remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same amendment.
5. The individuals signing this Amendment have the authority to commit the city they represent to the terms of this Amendment, and do so commit by signing.

CITY OF WEST COVINA, CALIFORNIA

CITY OF GLENDORA, CALIFORNIA

By: _____
David Carmany
City Manager

By: _____
Adam Raymond
City Manager

CITY OF COVINA, CALIFORNIA

CITY OF DUARTE, CALIFORNIA

By: _____
Christopher Marcarello
City Manager

By: _____
Daniel Jordan
City Manager

COVINA HOUSING AUTHORITY

CITY OF AZUSA, CALIFORNIA

By: _____
Christopher Marcarello
Executive Director

By: _____
Sergio Gonzalez
City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated as of the 27th day of January, 2020, is between the City of West Covina, a municipal corporation; the City of Covina, a municipal corporation and the Covina Housing Authority (the City of Covina and the Covina Housing Authority shall collectively be "Covina"); City of Glendora, a general law city & municipal corporation; City of Duarte, a municipal corporation; and City of Azusa, a municipal corporation. The aforementioned cities are sometimes referred to herein individually as "City" and collectively as "Cities" or "ESGV Cohort." The term "City", as it individually applies to the City of Covina, shall mean the City of Covina and the Covina Housing Authority collectively.

RECITALS

- A. The Cities and the County of Los Angeles have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness. To that end, the County released the 2018 Cities Homelessness Plan Implementation Request for Proposals in September 2018. The Cities submitted collaborative Priority Area 2 Proposal (the "ESGV Cohort Proposal") to fund a new five-member case management team to strengthen services and Coordinated Entry System (CES) coordination by sharing the case management team that will offer a point of entry into supportive services available throughout the county and will mobilize for projects such as outreach fairs and riverbed engagement.
- B. The Cities' goal is to decrease homelessness in the five cities by engaging those individuals experiencing homelessness and directing them to essential supportive services to remove barriers and move them into permanent housing.
- C. The Cities have now been awarded a grant under the 2018 Cities Homelessness Plan Implementation Program in the amount of \$343,250. (the "Grant Funds").
- D. The purpose of this MOU is to provide the basic understanding between the Cities with respect to the Grant Funds and to set forth basic provisions that the Cities contemplate to utilize the shared case management team.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. Term:

Term: This MOU shall be effective as of the date the last City has executed the same ("Effective Date"). This MOU shall remain in full force and effect for 18 months ("Term") subsequent to the Effective Date.

II. CITY'S RESPONSIBILITIES:

A. The Grant Funds will be used to fund one Case Management Supervisor and four Case Managers (the "Case Management Team"). Each City will host a grant-funded position on-site.

B. To meet the Grant Funds matching requirements, each City will make an in-kind contribution in the amount of \$25,256 by providing office space, parking, utilities, etc. over the 18-month term of the grant, as well as a cash contribution in the amount of \$33,000.

C. The Cities hereby warrant, represent, and covenant that each City will comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU and the ESGV Cohort Proposal.

D. West Covina will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. West Covina will process/submit reimbursement requests to the County, reimburse the partner Cities if Grant Funds are available in excess of the required payments to the contractor, and submit quarterly and final reporting to the County.

E. Each City will handle expenditures of their respective cash-match amounts individually. As the Lead Agency, West Covina will execute a contract for services to be provided under this MOU with a contractor, pay contractor invoices, submit reimbursement requests, and submit reporting on collective performance. The Grant Funds will be fully used to compensate the Contractor.

F. The in-kind contribution and cash-match will be retained by each City for supplies and non-personnel costs consistent with the authorized uses of the Grant Funds, and will be managed and controlled by each City.

G. Each City shall maintain records related to the operation of the Case Management Team and use of Grant Funds for five (5) years following the expiration of this MOU.

III. CONTRACTOR SELECTION AND ADMINISTRATION:

A. The ESGV Cohort Proposal identifies an individual from each City that, collectively, will comprise the Cities Implementation Team. The members of the Cities Implementation Team will meet as often as necessary to review the proposals from contractors to perform the Case Management Team scope of work set forth in the ESGV Cohort Proposal and to make a final selection of a contractor for the Case Management Team.

B. After selection of the contractor has been approved by the Cities Implementation Team, the City of West Covina will enter into a contract with the contractor to provide Case Management Team services and the Cities Implementation Team will thereafter administer that contract.

C. The Cities, after consultation with the City Attorney of each City, will ensure the contract terms meet program requirements for the Grant Funds and address all required obligations, including but not limited to insurance, indemnification, non-discrimination, prohibition on religious activity, recordkeeping, invoice procedures and program reporting.

D. Any amendments to the contract term, amount, or scope of work will be discussed and agreed upon by the Cities Implementation Team. No City will authorize the Contractor to exceed the contracted costs without the prior written consent and approval of the City Implementation Team.

E. Should any of the Cities engage the contractor to initiate a specific task unique to their organization, the financial obligation and project management for that specific task will be the sole responsibility of that City and will not be covered under this MOU or the ESGV Cohort service contract executed to implement this MOU.

F. The obligations and participation of the County under this MOU shall be limited solely to the issuance of the Funds to the Cities in accordance with the requirements of this MOU or the terms/legal requirements of the source of the Funds.

G. To the maximum extent permitted by law, the City of West Covina shall include in the agreements with the contractor an indemnification clause requiring the contractor to defend, indemnify and hold harmless the Cities of Azusa, Covina, the Covina Housing Authority, Duarte and Glendora, their elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the contractor's performance of its agreement with the City of West Covina. In addition, the City of West Covina shall require the contractor to carry, maintain, and keep in full force and effect an insurance policy or policies, and the Cities of Azusa, Covina, the Covina Housing Authority, Duarte and Glendora, their elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with

respect to liabilities arising out of the contractor's work. These requirements will also apply to any subcontractors hired by the City of West Covina work specific to this MOU.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

A. Each City which is a party to this MOU agrees to cooperate with the other Cities in the operation of their respective risk management systems, insofar as such operation relates to this MOU. Each party agrees that if any incident, loss, damage, or claim occurs and is reported as a part of its respective risk management system arising out of the activities involved with this MOU, such report will be immediately delivered to the members of the City Implementation Team. It is agreed and understood that said reports will be held in the strictest of confidence and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

B. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

C. As each City will have one member of the Case Management Team working from a site in each City, in the event that claims or liability to third parties, loss, or damage arises as a result of activities at a City, the City which incurred the liability shall defend, indemnify and hold harmless each of the other Cities, as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of the City incurring the claim or liability or its officers, agents, or employees when performing any activities or obligations required of that party under this MOU.

D. Subject to paragraph C above, in the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Cities or any City in fulfillment of their responsibilities under this MOU, such liability, loss, or damage shall be borne by each City in relation to each City's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Cities, or any City or their officer, employees, or agents, respectively, as provided by law.

V. MISCELLANEOUS

A. This MOU shall be binding upon and inure to the benefit of the Cities and their permitted successors, assigns and legal representatives.

B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the Cities with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein

C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each City; no oral understanding or agreement not incorporated herein shall be binding on any of the Cities.

D. The Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

E. In the event a City defaults in the performance of any of their obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching Cities may enforce this MOU through any available remedies.

F. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each City in the Proposal as a member of the City Implementation Team. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

G. In any action or proceeding to enforce or interpret any provision of this MOU, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

H. Each Party warrants, represents, and covenants that the execution, delivery and performance of this MOU have been duly authorized by all necessary action of such Party's governing board, and the person executing this MOU on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

I. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this Contract, the laws of state of California shall apply.

J. Any City shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other City, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the City not performing.

K. Each City agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this MOU.

L. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the City they represent to the terms of this MOU, and do so commit by signing.

CITY OF WEST COVINA, CALIFORNIA

By: 

David Carmany
City Manager

CITY OF GLENDORA, CALIFORNIA

By: 

Adam Raymond
City Manager

CITY OF COVINA, CALIFORNIA

By: 

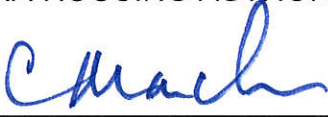
Christopher Marcarello
Interim City Manager

CITY OF DUARTE, CALIFORNIA

By: 

Manuel Enriquez
Interim City Manager

COVINA HOUSING AUTHORITY

By: 

Christopher Marcarello
Interim Executive Director

CITY OF AZUSA, CALIFORNIA

By: 

Sergio Gonzalez
City Manager

**AMENDMENT NO. ONE
TO
MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT NO. ONE TO MEMORANDUM OF UNDERSTANDING ("Amendment") is made and entered into as of July 25, 2021 ("Effective Date") by and among the City of West Covina, a municipal corporation ("West Covina"); the City of Covina, a municipal corporation, and the Covina Housing Authority (the City of Covina and the Covina Housing Authority shall collectively be referred to as "Covina"), the City of Glendora, a general law city and municipal corporation ("Glendora"), the City of Duarte, a municipal corporation ("Duarte"), and the City of Azusa, a municipal corporation ("Azusa"). West Covina, Covina, Glendora, Duarte and Azusa are sometimes referred to herein collectively as "Cities" or "ESGV Cohort."

WHEREAS, Cities entered into a Memorandum of Understanding dated January 27, 2020 relating to the Cities' Homelessness Plan Implementation Program ("MOU"); and

WHEREAS, the MOU provides for a term of 18 months commencing on the date of the last city's execution of the MOU; and

WHEREAS, Cities desire to clarify the effective date of the MOU; and

WHEREAS, West Covina, as the lead agency for the Cities, previously entered into amendments to extend the term of its agreement with the County of Los Angeles ("County") through December 31, 2021; and

WHEREAS, the Cities desire to extend the term of the MOU to coincide with the term of West Covina's agreement with the County.

NOW, THEREFORE, the Cities agree as follows:

1. The Cities agree that the Effective Date of the MOU is January 27, 2020.
2. Section I (Term) shall be amended to read as follows:

Term: This MOU shall be effective as of January 27, 2020 ("Effective Date"). This MOU shall remain in effect through December 31, 2021, unless further extended by the Cities.

3. All other terms of the MOU remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same amendment.

5. The individuals signing this Amendment have the authority to commit the city they represent to the terms of this Amendment, and do so commit by signing.

CITY OF WEST COVINA, CALIFORNIA

By: 
David Carmany
City Manager

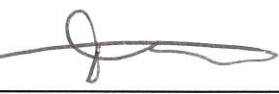
CITY OF GLENDORA, CALIFORNIA

By: 
Adam Raymond
City Manager

CITY OF COVINA, CALIFORNIA

By: 
Christopher Marcarello
City Manager

CITY OF DUARTE, CALIFORNIA

By: 
Daniel Jordan
City Manager

COVINA HOUSING AUTHORITY

By: 
Christopher Marcarello
Executive Director

CITY OF AZUSA, CALIFORNIA

By: 
Sergio Gonzalez
City Manager

**SECOND AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
UNION STATION HOMELESS SERVICES
FOR
5 CITIES HOMELESS OUTREACH & COORDINATED ENTRY SYSTEM (CES) SERVICES**

THIS SECOND AMENDMENT ("Amendment") is made and entered into as of October 5, 2021 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and UNION STATION HOMELESS SERVICES, a California nonprofit corporation ("Consultant").

WHEREAS, City and Consultant entered into a Professional Services Agreement dated January 30, 2020 for Consultant to provide homeless outreach and Coordinated Entry System (CES) services ("Original Agreement"); and

WHEREAS, Section 4.1 of the Original Agreement provides for an initial term of fourteen (14) months, ending February 28, 2021; and

WHEREAS, City and Consultant extended the term through December 31, 2021 through the First Amendment to the Original Agreement; and

WHEREAS, pursuant to the City's Memorandum of Understanding for the Homelessness Plan Implementation Program with the Cities of Azusa, Covina, Duarte and Glendora (together with City, the "ESGV Cohort"), members of the ESGV Cohort agreed to provide cash contributions in the amount of Thirty-Three Thousand Dollars (\$33,000.00), which amount would be managed and controlled by each city; and

WHEREAS, members of the ESGV Cohort have agreed to instead provide their cash contributions, totaling One Hundred Sixty-Five Thousand Dollars (\$165,000.00), toward payment for additional services from Consultant; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Five Hundred Eight Thousand Two Hundred Fifty Dollars (\$508,250.00).
2. Section 2.3 of the Original Agreement shall be amended to reflect that Consultant's invoices shall be itemized by city and describe the services performed and the date of performance.
3. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement.

4. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Consultant have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

CONSULTANT

David Carmany
City Manager

Anne Miskey
Chief Executive Officer

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
Union Station Homeless Services
FOR**

5 Cities Homeless Outreach & Coordinated Entry System (CES) Services

THIS AGREEMENT is made and entered into this 30th day of January, 2020 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and "UNION STATION HOMELESS SERVICES", a California Non-profit corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide homeless outreach and Coordinated Entry System (CES) 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.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be

liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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

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

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

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

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

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

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant 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"). Consultant's total compensation shall not exceed Three Hundred Forty-Three Thousand Two Hundred Fifty Dollars (\$ 343,250.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe the services performed, and the date of performance. 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 fourteen (14) months, ending on February 28, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company 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. 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.

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

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Director of Adult Services, Associate Director of Access & Engagement, 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 CONSULTANT:

Union Station Homeless Services
825 E. Orange Grove Blvd.
Pasadena, CA 91104
Tel: (626) 240-4550

Email: amiskey@unionstationhs.org
Attn: Anne Miskey, CEO

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8494

Email: KMcdonald@westcovina.org
Attn: Kelly McDonald

6.5 Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorneys' fees.

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

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

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

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

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. The City will not pursue to hire any employee of the Consultant while this agreement is in effect and for two (2) years after the agreement's termination date.

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

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

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

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

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

6.22. Waiver. The delay or failure of either party at any time to require performance or

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF WEST COVINA,
A municipal corporation



David Carmany
City Manager

Date: 1-9-20

CONSULTANT



Anne Miskey
Chief Executive Officer
Union Station Homeless Services

Date: 1-30-2020

ATTEST:



Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:



Thomas P. Duarte
City Attorney

Date: 01/09/20

APPROVED AS TO INSURANCE:



Helen Tran
Risk Management

Date: 1/9/20

EXHIBIT A

SCOPE OF SERVICES

Union Station will provide homeless services to the ESGV Cohort (Cities of Azusa, Covina, Duarte, Glendora, and West Covina) with a staff of (1) FTE Case Management Supervisor and (4) FTE Case Managers. The Supervisor will coordinate with each City, supervise the four case managers, identify co-location sites, maintain relationships with the CES and housing providers, and develop a network of partners across Cities, faith groups, and others. The Supervisor will also provide services to clients and will do all grant reporting. The staff will partner with law enforcement and other outreach efforts and will work with landlords and people experiencing homelessness to find housing options based on client needs. They will coordinate regional outreach, work as a group on outreach efforts in individual Cities and provide staffing to other special projects.

Target Outcomes of the Project are described below:

1. Number of unduplicated individuals initiated contact: 275
2. Number of unduplicated individuals engaged during report date: 50 (quarterly)
3. Total unduplicated individuals engaged: 200 (total)
4. Number of unduplicated individuals assessed: 85%
5. Number of unduplicated individuals referred and linked to services: 50%
6. Number of unduplicated individuals completing a housing plan with service provider: 100
7. Number of unduplicated individuals who are linked to a permanent housing resource: 30
8. Number of unduplicated individuals who are placed in permanent housing: 15
9. Percentage of unduplicated individuals who retain their permanent housing within 6 and/or 12 months of placement: 86%

EXHIBIT B
FEE SCHEDULE

Union Station will provide Homeless Services to the ESGV Cohort (Cities of Azusa, Covina, Duarte, Glendora, and West Covina) through a 5-person team for a cost not to exceed \$343,250.

**FIRST AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
UNION STATION HOMELESS SERVICES
FOR
5 CITIES HOMELESS OUTREACH & COORDINATED ENTRY SYSTEM (CES) SERVICES**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of February 28, 2021 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and UNION STATION HOMELESS SERVICES, a California nonprofit corporation ("Consultant").

WHEREAS, City and Consultant entered into a Professional Services Agreement dated January 30, 2020 for Consultant to provide homeless outreach and Coordinated Entry System (CES) services ("Original Agreement"); and

WHEREAS, Section 4.1 of the Original Agreement provides for an initial term of fourteen (14) months, ending February 28, 2021; and

WHEREAS, City and Consultant now desire to extend the term through December 31, 2021; and

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

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be effective retroactive to the Effective Date.
2. The term of the Original Agreement shall be extended through December 31, 2021.
2. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement.
3. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, City and Consultant have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA




David Carmany
City Manager

CONSULTANT




Anne Miskey
Chief Executive Officer

ATTEST:



Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:



Thomas P. Duarte
City Attorney