



## **CITY OF WEST COVINA**

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

**SEPTEMBER 20, 2022, 7:00 PM  
REGULAR MEETING**

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

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

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

#### ***AMERICANS WITH DISABILITIES ACT***

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

#### ***AGENDA MATERIAL***

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

#### ***NOTICE***

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

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

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

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

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

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

#### ***RULES OF DECORUM***

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

# **AGENDA**

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

**TUESDAY SEPTEMBER 20, 2022, 7:00 PM  
REGULAR MEETING**

### **INVOCATION**

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

### **PLEDGE OF ALLEGIANCE**

Led by Councilman Wu

### **ROLL CALL**

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

### **PRESENTATIONS**

### **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 6, 2022, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE SEPTEMBER 6, 2022, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the September 6, 2022, Closed Session Meeting Minutes and the September 6, 2022 Regular Session Meeting Minutes.

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

- 2) **CONSIDERATION OF RESOLUTION NO. 2022-96 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

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

**RESOLUTION NO. 2022-96 - 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, SEPTEMBER 7, 2021, OCTOBER 5, 2021, NOVEMBER 2, 2021, DECEMBER 7, 2021, JANUARY 4, 2022, FEBRUARY 1, 2022, MARCH 1, 2022, APRIL 5, 2022, MAY 3, 2022, JUNE 7, 2022, JULY 5, 2022, JULY 19, 2022 AND AUGUST 16, 2022

## **COMMUNITY DEVELOPMENT**

### **3) CONSIDERATION OF NOTICE OF COMPLETION FOR INSTALLATION OF RUBBERIZED PLAYGROUND SURFACING AT PALMVIEW, AROMA & WALMERADO PARKS - PROJECT NO. 21005**

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

1. Accept project completion for the Palmview, Aroma & Walmerado Parks Rubberized Safety Surfacing (PIP) Installation project (Project No. 21005) as performed by R.E. Schultz Construction, Inc., with a final contract amount of \$439,584.50; and
2. Authorize the recordation of Notice of Completion with the Los Angeles County Recorder and the release of retention funds 35 days thereafter.

## **FINANCE DEPARTMENT**

### **4) CONSIDERATION OF AN ORDINANCE AMENDING PURCHASING PROCEDURES**

It is recommended that the City Council introduce for first reading, by title only, further reading waived, the following ordinance:

**ORDINANCE NO. 2501 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

## **HUMAN RESOURCES/RISK MANAGEMENT**

### **5) CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

Staff recommends that the City Council approve and adopt the following resolution:

**RESOLUTION NO. 2022-94 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

## **POLICE DEPARTMENT**

### **6) CONSIDERATION OF 2022-23 OFFICE OF TRAFFIC SAFETY (OTS) GRANT**

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

1. Accept the 2022-23 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) reimbursable grant (#PT23197), and authorize the City Manager, or his designee, to execute all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

**RESOLUTION NO. 2022-93 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2022-23 OFFICE OF TRAFFIC SAFETY GRANT)**

**7) CONSIDERATION OF 2020 STATE HOMELAND SECURITY PROGRAM GRANT**

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

1. Accept and appropriate the reimbursable 2020 State Homeland Security Grant totaling \$67,518 in expenditures and revenues, and authorize the City Manager to execute all related agreements, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2022-92 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2020 STATE HOMELAND SECURITY PROGRAM GRANT)**

**PUBLIC SERVICES**

**8) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATA BASE**

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database.

**9) CONSIDERATION OF AGREEMENTS WITH UBER TECHNOLOGIES, INC., TO IMPLEMENT AN ON-DEMAND RIDE HAILING PILOT PROGRAM**

It is recommended that the City Council:

1. Authorize the City Manager to enter into agreements with Uber Technologies, Inc. (Uber), to implement a pilot on-demand ride hailing program, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute all other necessary documents, in such form as approved by the City Attorney, to carry out the City Council's direction; and
3. Determine that compliance with bidding requirements and procedures is inefficient and not in the best interest of the City in connection with implementing a pilot on-demand ride hailing program with Uber, in accordance with West Covina Municipal Code Section 2-335(j).

**END OF CONSENT CALENDAR**

**DEPARTMENTAL REGULAR MATTERS**

**PUBLIC SERVICES**

**10) TRANSIT SERVICE EVALUATION**

It is recommended that the City Council provide direction relative to a preferred transit service package.

## **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 04, 2022

7:00 PM

### **RULES OF DECORUM**

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

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

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

Sec. 2-50. Decorum--Required.

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

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

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

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

***The following are excerpts from the Penal Code***

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

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



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE SEPTEMBER 6, 2022, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE SEPTEMBER 6, 2022, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

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### **RECOMMENDATION:**

It is recommended that the City Council approve the September 6, 2022, Closed Session Meeting Minutes and the September 6, 2022 Regular Session Meeting Minutes.

### **DISCUSSION:**

That the City Council adopt the attached minutes.

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

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### **Attachments**

Attachment No. 1 - 9/6/2022 Closed Session Minutes Draft

Attachment No. 2 - 9/6/2022 Regular Session Minutes Draft

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



## **CITY OF WEST COVINA**

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

**SEPTEMBER 6, 2022, 6:00 PM  
REGULAR MEETING-CLOSED SESSION**

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

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

### **MINUTES**

#### **CALL TO ORDER**

A Closed Session Meeting was called to order by Mayor Castellanos on Tuesday, September 6, 2022 at 6:00 p.m., in the Management Resource Center on the 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California

#### **ROLL CALL**

Council Members

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

Council Members

Absent: None

City Staff: Paulina Morales Assistant City Manager, Thomas Duarte City Attorney, Helen Tran Human Resources Director, Stephanie Sikkema Finance Director, Oliver Yee Attorney (Liebert Cassidy Whitmore)

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

Armando Herman  
Mike Greenspan

**CLOSED SESSION**

**1. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Castellanos and the meeting was adjourned at 6:20 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday September 20, 2022 at 6:00 p.m. in the Management Resource Center, 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Dario Castellanos  
Mayor



## **CITY OF WEST COVINA**

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

**SEPTEMBER 6, 2022, 7:00 PM  
REGULAR MEETING**

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

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

### **MINUTES**

#### **CALL TO ORDER**

A Regular Session Meeting was called to order by Mayor Dario Castellanos on Tuesday, September 6, 2022 at 7:01 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California

#### **INVOCATION**

Led by Pastor Samuel Martinez from Amazing Love Ministries

#### **PLEDGE OF ALLEGIANCE**

Led by Mayor Castellanos

#### **ROLL CALL**

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

Council Members

Absent: None

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

## **CLOSED SESSION**

### **1. CONFERENCE WITH 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 Tom Duarte reported that no reportable action was taken during the Closed Session Meeting.

## **PRESENTATIONS**

- Proclamation celebrating National Hispanic Heritage Month
- Presentation from La Cada

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

Armando Herman

Mike Greenspan

Elsie Messman

Wen Wen Zhang

John Shewmaker

Roland Conley

Daniel Luna

Frank Williams

JD  
Bill Robinson

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

Presentation given by Assistant City Manager Paulina Morales.

### **CONSENT CALENDAR**

***ACTION: Motion by Councilwoman Lopez-Viado, Second by Councilmember Tabatabai 5-0 to: Approve Consent Calendar Items 1-8.***

### **APPROVAL OF MEETING MINUTES**

- 1) **CONSIDERATION OF APPROVAL OF THE AUGUST 16, 2022, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE AUGUST 16, 2022, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

**Carried 5-0 to:** approve the August 16, 2022, Closed Session Meeting Minutes and the August 16, 2022 Regular Session Meeting Minutes.

### **COMMISSION SUMMARY OF ACTIONS**

- 2) **MINUTES OF COMMUNITY AND SENIOR SERVICES COMMISSION REGULAR MEETING HELD ON MARCH 8, 2022 AND THE SPECIAL MEETING ON MAY 10, 2022**

**Carried 5-0 to:** receive and file the minutes of the regular meeting of the Community and Senior Services Commission held on March 8, 2022 and the Special Meeting held on May 10, 2022.

### **COMMUNITY DEVELOPMENT**

- 3) **CONSIDERATION OF CITY OF WEST COVINA LOCAL ROADWAY SAFETY PLAN (LSRP)**

**Carried 5-0 to:** adopt the following resolution to approve and adopt a Local Roadway Safety Plan (LRSP), which is a requirement for public agencies to be eligible to apply for future Highway Safety Improvement Program (HSIP) funding:

**RESOLUTION NO. 2022-91 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING THE LOCAL ROADWAY SAFETY PLAN (LRSP)**

### **FINANCE DEPARTMENT**

- 4) **CONSIDERATION OF PURCHASE OF GROUNDS MAINTENANCE EQUIPMENT**  
**Carried 5-0 to:**

1. Authorize the City Manager to negotiate and execute a purchase order with Turf

Star Western for the purchase of the grounds maintenance equipment detailed in Attachment No. 1.

2. adopt the following resolution:

**RESOLUTION NO. 2022-95 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (GROUNDS MAINTENANCE EQUIPMENT)**

#### **HUMAN RESOURCES/RISK MANAGEMENT**

**5) CONSIDERATION OF JOB DESCRIPTIONS AND SALARY GRADES FOR THE INFORMATION TECHNOLOGY (IT) SERIES**

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

**RESOLUTION NO. 2022-90 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CHANGES TO THE INFORMATION TECHNOLOGY (IT) SERIES**

**6) CONSIDERATION OF JOB DESCRIPTION FOR CODE ENFORCEMENT OFFICER**

**Carried 5-0 to:** approve the repeal and replacement of the Code Enforcement Officer job description, by adopting the following resolution:

**RESOLUTION NO. 2022-89 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CODE ENFORCEMENT OFFICER CLASSIFICATION SPECIFICATIONS**

**7) CONSIDERATION OF JOB DESCRIPTION AND SALARY GRADE FOR POLICE BACKGROUND INVESTIGATOR**

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

**RESOLUTION NO. 2022-88 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE POLICE BACKGROUND INVESTIGATOR CLASSIFICATION**

**8) CONSIDERATION OF SUMMARY OF ACTIONS FOR DECEMBER 15, 2021 HUMAN RESOURCES COMMISSION SPECIAL MEETING**

**Carried 5-0 to:** approve the Summary of Actions for the Special Meeting on December 15, 2021.

**END OF CONSENT CALENDAR**

**MAYOR/COUNCILMEMBERS REPORTS**

None

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

Councilman Wu has requested that staff look into ways to honor Gabriela De Haro-Perez.

Mayor Pro Tem Diaz has requested that the City look into matching the \$50,000 reward issued by Los Angeles County for information related to the incident involving Gabriela De Haro-Perez.

Councilwoman Lopez-Viado has requested that staff reach out to residents and the Community and Senior Services Commission for their input on potential uses for the Cameron Park property with preference being given for a Public/Private Partnership.

**CITY COUNCIL COMMENTS**

Mayor Castellanos wished everyone a happy Labor Day.

Mayor Pro Tem Diaz praised the installation of Flock cameras throughout the city.

Councilman Wu thanked the Fire Department for their quick response to local fires despite the harsh weather conditions.

Councilmember Tabatabai showed his support of Councilwoman Lopez-Viado's request for a Public/Private partnership in relation to the Cameron Park property.

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Castellanos, and the meeting was adjourned at 8:58 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday September 20, 2022 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Dario Castellanos  
Mayor



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF RESOLUTION NO. 2022-96 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

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### RECOMMENDATION:

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

**RESOLUTION NO. 2022-96 - 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, SEPTEMBER 7, 2021, OCTOBER 5, 2021, NOVEMBER 2, 2021, DECEMBER 7, 2021, JANUARY 4, 2022, FEBRUARY 1, 2022, MARCH 1, 2022, APRIL 5, 2022, MAY 3, 2022, JUNE 7, 2022, JULY 5, 2022, JULY 19, 2022 AND AUGUST 16, 2022**

### 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 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, September 7, 2021, October 5, 2021, November 2, 2021, December 7, 2021, January 4, 2022, February 1, 2022, March 1, 2022, April 5, 2022, May 3, 2022, June 7, 2022, July 5, 2022, July 19, 2022 and August 16, 2022.

**DISCUSSION:**

Since March 4, 2022 in Los Angeles County, masks have no longer been required in most indoor settings, but continue to be strongly recommended by the Los Angeles County Department of Public Health ("LA County Health Department"). The LA County Health Department continues to require masks for all persons, regardless of vaccination status, in higher transmission risk settings, including public transit, indoor transportation hubs, healthcare settings, correctional facilities and detention centers, homeless shelters, emergency shelters and cooling centers, long-term care settings and adult and senior care centers.

On September 8, 2022, the LA County Health Department reported that LA County remained at the Centers for Disease Control and Prevention (CDC) designated COVID-19 Community Level of Low for the second consecutive week.

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. Terminate the local emergency; or
3. Provide alternative direction.

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

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**Attachments**

Attachment No. 1 - Resolution No. 2022-96

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety  
Maintain Good Intergovernmental Relations  
Achieve Fiscal Sustainability and Financial Stability

**RESOLUTION NO. 2022-96**

**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, SEPTEMBER 7, 2021, OCTOBER 5, 2021, NOVEMBER 2, 2021, DECEMBER 7, 2021, JANUARY 4, 2022, FEBRUARY 1, 2022, MARCH 1, 2022, APRIL 5, 2022, MAY 3, 2022, JUNE 7, 2022, JULY 5, 2022, JULY 19, 2022 AND AUGUST 16, 2022**

**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 13, 2022, the WHO reported

a total of 606,459,140 confirmed cases globally, 6,495,110 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 9, 2022, CDPH reported that, as of September 8, 2022, there were a total of 10,329,995 confirmed cases in California, 94,558 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 12, 2022, the LA County Health Department reported that, as of September 11, 2022, Los Angeles County had a total of 3,430,358 confirmed cases, 33,385 of which resulted in death; and

**WHEREAS**, as of September 11, 2022, the LA County Health Department reported a total of 36,077 confirmed cases in the City of West Covina, 381 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**, on October 5, 2021, the City Council adopted Resolution No. 2021-99, determining there was a need to continue the local emergency; and

**WHEREAS**, on November 2, 2021, the City Council adopted Resolution No. 2021-101, determining there was a need to continue the local emergency; and

**WHEREAS**, on December 7, 2021, the City Council adopted Resolution No. 2021-116, determining there was a need to continue the local emergency; and

**WHEREAS**, on January 4, 2022, the City Council adopted Resolution No. 2022-07, determining there was a need to continue the local emergency; and

**WHEREAS**, on February 1, 2022, the City Council adopted Resolution No. 2022-14, determining there was a need to continue the local emergency; and

**WHEREAS**, on March 1, 2022, the City Council adopted Resolution No. 2022-21, determining there was a need to continue the local emergency; and

**WHEREAS**, on April 5, 2022, the City Council adopted Resolution No. 2022-29, determining there was a need to continue the local emergency; and

**WHEREAS**, on May 3, 2022, the City Council adopted Resolution No. 2022-38, determining there was a need to continue the local emergency; and

**WHEREAS**, on June 7, 2022, the City Council adopted Resolution No. 2022-58, determining there was a need to continue the local emergency; and

**WHEREAS**, on July 5, 2022, the City Council adopted Resolution No. 2022-79, determining there was a need to continue the local emergency; and

**WHEREAS**, on July 19, 2022, the City Council adopted Resolution No. 2022-84, determining there was a need to continue the local emergency; and

**WHEREAS**, on August 16, 2022, the City Council adopted Resolution No. 2022-87, determining there was a need to continue the local emergency; and

**WHEREAS**, since March 4, 2022 in Los Angeles County, masks have no longer been required in most indoor settings, but continue to be strongly recommended by the LA County Health Department; and

**WHEREAS**, the LA County Health Department continues to require masks for all persons, 2 years of age or older, regardless of vaccination status, in higher transmission risk settings, including public transit, indoor transportation hubs, healthcare settings, correctional facilities and detention centers, homeless shelters, emergency shelters and cooling centers, long-term care settings and adult and senior care centers; and

**WHEREAS**, on September 8, 2022, the LA County Health Department reported that Los Angeles County remained at the Low Community Level on the Centers for

Disease Control and Prevention (CDC) COVID-19 framework for the second consecutive week; 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 20th day of September, 2022.

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Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2022-96 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 20th day of September, 2022, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF NOTICE OF COMPLETION FOR INSTALLATION OF RUBBERIZED PLAYGROUND SURFACING AT PALMVIEW, AROMA & WALMERADO PARKS - PROJECT NO. 21005**

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### RECOMMENDATION:

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

1. Accept project completion for the Palmview, Aroma & Walmerado Parks Rubberized Safety Surfacing (PIP) Installation project (Project No. 21005) as performed by R.E. Schultz Construction, Inc., with a final contract amount of \$439,584.50; and
2. Authorize the recordation of Notice of Completion with the Los Angeles County Recorder and the release of retention funds 35 days thereafter.

### BACKGROUND:

On February 1, 2022, the City Council authorized award of a contract to R.E. Schultz Construction, Inc., in the amount of \$431,424.50 for the Palmview, Aroma & Walmerado Parks Rubberized Safety Surfacing (PIP) Installation project (Project No. 21005). The project included removal and disposal of existing playground surfacing including poured-in-place rubberized material, woodchips, and sand, protecting existing playground equipment and footings in place and all related work at Palmview Park, Aroma Park and Walmerado Park.

The City Council also authorized the City Manager to approve change orders in an amount not to exceed \$64,713.70 (15% of awarded contract) for unanticipated project costs. The total established construction budget was \$496,138.20.

### DISCUSSION:

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$439,584.50, which is within the approved construction budget.

The City retains five percent (5%) of each payment to the contractor as retention to ensure payment to subcontractors and material suppliers before final payment to the contractor. The City Council's acceptance of the project and the City's recordation of the Notice of Completion trigger timeframes within which subcontractors or material suppliers must file claims for payment if they have not been paid by the contractor. If no claims are filed within 35 days of the filing of the Notice of Completion, the City will

release retention and any remaining amount due to the contractor.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the staff report.

**OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Okan Demirici PE, CIP Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

This contract was funded under Project No. 21005 (Account No. 143.80.7004.7700). The contract was completed within the approved construction budget.

Construction Contract	\$431,424.50
15% Construction Contingency	\$64,713.70
<b>Total Construction Estimate</b>	<b>\$496,138.20</b>
Actual Expenditures	\$439,584.50
<b>(Over)/Under Estimate</b>	<b>\$56,553.70</b>

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**Attachments**

Attachment No. 1- Notice of Completion

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety  
Enhance City Image and Effectiveness  
A Creative and Active Community

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF WEST COVINA  
1444 W Garvey Ave S  
West Covina, CA 91790

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

### NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: CITY OF WEST COVINA
3. The full address of the owner is: 1444 W Garvey Ave S, West Covina, CA 91790
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

NONE

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on June 24, 2022. The work was: Installation of Rubberized Playground Surfacing at Palmview, Aroma & Walmerado Parks

8. The name of the contract, if any, for such work of improvement was R.E. Schultz Construction, Inc. February 1, 2022  
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in West Covina, County of Los Angeles, State of California, and is described as follows: City owned facility

10. The street address of the property is Palmview Park located at 1340 E Puente Ave, West Covina; Aroma Park located at 2201 E Aroma Dr, West Covina; and Walmerado Park located at 625 E Merced Ave, West Covina.

(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: \_\_\_\_\_  
(NAME)

\_\_\_\_\_, City Manager  
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

### VERIFICATION

I, the undersigned, say: I am the \_\_\_\_\_ of \_\_\_\_\_, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_, at \_\_\_\_\_  
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING PURCHASING PROCEDURES**

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### RECOMMENDATION:

It is recommended that the City Council introduce for first reading, by title only, further reading waived, the following ordinance:

**ORDINANCE NO. 2501 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

### BACKGROUND:

In June 2022, the City Council adopted Ordinance No. 2498, repealing and replacing Divisions 1 (Generally) and 2 (Administration) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code (WCMC) in their entirety and amending Division 3 (Contracting for Public Projects) of Article VII of Chapter 2 of the WCMC. During this process, prior modifications to Article VII, which incorporated SB 1383 procurement requirements (adopted through Urgency Ordinance No. 2494), were inadvertently omitted. Additionally, there is a need to clarify the requirements for change orders for public projects for consistency with the California Uniform Public Construction Cost Accounting Act.

### DISCUSSION:

The proposed ordinance includes the following modifications in Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code:

- To re-incorporate SB 1383 procurement requirements, the following section is proposed to be added as Section 2-321:

Pursuant to SB 1383 Regulations, city departments, and suppliers and service providers to the city, as applicable, shall comply with the city's environmentally preferable purchasing policy, recovered organic waste product procurement policy and recycled-content paper procurement policy. As used herein, "SB 1383 Regulations" shall have the meaning set forth in article IV (Mandatory Organic Waste Disposal Reduction) of chapter 12 of this code.

- To clarify procedures for public projects:  
Sec. 2-354 - Informal bidding procedures.

Pursuant to subsection (f) of Section 2-354 of the WCMC as currently written, the City Manager has the discretion to reject any and all bids received for informally bid public projects (projects under \$200,000). However, based upon further review of Public Contract Code requirements, staff believes rejection of bids must comply with the requirements set forth in Public Contract Code section 22038. Therefore, staff is proposing to revise subsection (f) of Section 2-354 to read as follows, consistent with the procedure for rejecting bids for formally bid projects (projects over \$200,000) (WCMC Section 2-355(d)):

(f) Rejection of bids; bid irregularities. The city manager may, in his/her sole discretion, waive any minor irregularity or informality in any bid. The city council, in its discretion, may reject any and all bids presented in accordance with the requirements of Public Contract Code section 22038. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

1. Abandoning the project or readvertising for bids in the manner described by this division.
2. By passage of a resolution by a four-fifths (4/5) vote of the city council declaring that the project can be performed more economically by the employees of the city, the city may have the project done by force account without further complying with this division.

Sec. 2-358. - Change orders on contracts for public projects:

Pursuant to subsections (b) and (c) of Section 2-358 of the WCMC as currently written, any change order or contract amendment for any contract awarded pursuant to Division 3 which results in a total contract price in excess of \$60,000 or \$200,000, depending on how the contract was awarded, must be approved by the City Council. However, pursuant to requirements of the California Uniform Public Construction Cost Accounting Act (the "Act"), if the cost of a project that was awarded pursuant to Public Contract Code section 22032(a) will exceed the amount set forth in Public Contract Code section 22032(a) (\$60,000), the work will be subject to competitive bidding requirements. Similarly, if the cost of a project that was awarded pursuant to Public Contract Code section 22032(b) will exceed the amount set forth in Public Contract Code section 22032(b) (\$200,000), the work will be subject to competitive bidding requirements.

Therefore, staff is proposing to amend subsection (c) of Section 2-358 to read as follows:

(c)

1. Any change order or contract amendment for any contract or purchase order awarded pursuant to section 2-353 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(a) shall be subject to competitive bidding requirements.
2. Any change order or contract amendment for any contract awarded pursuant to section 2-354 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(b) shall be subject to competitive bidding requirements.
3. Any change order or contract amendment for any contract awarded pursuant to section 2-355 of this division which results in a total contract price in excess of the amount specified in subsection (b)(3) of this section must be approved by the city council.

Additionally, Section 22033 of the Public Contract Code provides that it is unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Act requiring work to be done by contract after competitive bidding. This includes rejection of all bids, claiming work can be done less expensively by in-house.

Therefore, although the City is subject to the prohibition set forth in Section 22033, staff proposes to add an express prohibition within the WCMC by adding a new Section 2-359 to read as follows:

In accordance with Public Contract Code section 22033, work or projects shall not be split or separated into smaller work orders or projects for the purpose of evading competitive bidding requirements.

**LEGAL REVIEW:**

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

**Prepared by:** Stephanie Sikkema, Finance Director

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**Fiscal Impact**

**FISCAL IMPACT:**

This is strictly an administrative item, therefore; there is no fiscal impact associated with this action.

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**Attachments**

Attachment No. 1 - Ordinance No. 2501

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety  
Enhance City Image and Effectiveness  
Maintain Good Intergovernmental Relations  
Achieve Fiscal Sustainability and Financial Stability

# ATTACHMENT NO. 1

## ORDINANCE NO. 2501

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

**WHEREAS**, pursuant to California Government Code sections 54201 through 54203, local agencies are required to adopt, by ordinance, policies and procedures, including bidding regulations, governing the purchases of supplies and equipment by the local agency; and

**WHEREAS**, the City of West Covina ("City") has adopted such policies and procedures by ordinance. Said policies and procedures are codified in Division 2 (Purchasing System) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code; and

**WHEREAS**, on May 4, 2021, the City Council adopted Ordinance No. 2477, which added Division 3 (Contracting for Public Projects) to Article VII of Chapter 2 of the West Covina Municipal Code to establish procedures and requirements for contracting for public projects in accordance with the California Uniform Public Construction Cost Accounting Act and State law; and

**WHEREAS**, on March 15, 2022, the City Council adopted Urgency Ordinance No. 2494 to implement the requirements of Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016; and

**WHEREAS**, on June 21, 2022, the City Council adopted Ordinance No. 2498, which amended Divisions 1, 2 and 3 of Article VII of Chapter 2 of the West Covina Municipal Code; and

**WHEREAS**, the City Council desires to amend Division 1 of Article VII of Chapter 2 of the West Covina Municipal Code to re-incorporate SB 1383 procurement requirements previously adopted through Urgency Ordinance No. 2494; and

**WHEREAS**, the City Council desires to make certain clarifying changes to Division 3 of Article VII of Chapter 2 of the West Covina Municipal Code for compliance with State law; and

**WHEREAS**, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

**SECTION 1.** Amendment to Division 1 of Article VII of Chapter 2. Division 1 (Generally) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to add a new Section 2-321 to read as follows:

Sec. 2-321. – SB 1383 procurement requirements.

Pursuant to SB 1383 Regulations, city departments, and suppliers and service providers to the city, as applicable, shall comply with the city's environmentally preferable purchasing policy, recovered organic waste product procurement policy and recycled-content paper procurement policy. As used herein, "SB 1383 Regulations" shall have the meaning set forth in article IV (Mandatory Organic Waste Disposal Reduction) of chapter 12 of this code.

**SECTION 2. Amendment to Division 3 of Article VII of Chapter 2.** Subsection (f) of Section 2-354 (Informal Bidding Procedures) of Division 3 (Contracting for Public Projects) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to read as follows:

(f) Rejection of bids; bid irregularities. The city manager may, in his/her sole discretion, waive any minor irregularity or informality in any bid. The city council, in its discretion, may reject any and all bids presented in accordance with the requirements of Public Contract Code section 22038. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

- (1) Abandoning the project or readvertising for bids in the manner described by this division.
- (2) By passage of a resolution by a four-fifths (4/5) vote of the city council declaring that the project can be performed more economically by the employees of the city, the city may have the project done by force account without further complying with this division.

**SECTION 3. Amendment to Division 3 of Article VII of Chapter 2.** Subsection (c) of Section 2-358 (Change Orders on Contracts for Public Projects) of Division 3 (Contracting for Public Projects) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to read as follows:

(c)

- (1) Any change order or contract amendment for any contract or purchase order awarded pursuant to section 2-353 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(a) shall be subject to competitive bidding requirements.
- (2) Any change order or contract amendment for any contract awarded pursuant to section 2-354 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(b) shall be subject to competitive bidding requirements.
- (3) Any change order or contract amendment for any contract awarded pursuant to section 2-355 of this division which results in a total contract price in excess of the amount specified in subsection (b)(3) of this section must be approved by the city council.

**SECTION 4. Amendment to Division 3 of Article VII of Chapter 2.** Division 3 (Contracting for Public Projects) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to add a new Section 2-359 to read as follows:

Sec. 2-359. – Prohibition against splitting or separating projects.

In accordance with Public Contract Code section 22033, work or projects shall not be split or separated into smaller work orders or projects for the purpose of evading competitive bidding requirements.

**SECTION 5. Environmental Compliance.** Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Sections 21000 et seq.) and State CEQA Guidelines (Sections 15000 et seq.), the City Council finds that this Ordinance is not a “project” and further, that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 7. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**SECTION 8. Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

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Thomas P. Duarte  
City Attorney

**ATTEST**

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2501 was introduced at a regular meeting of the City Council held on the 20th day of September, 2022, and adopted at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

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### RECOMMENDATION:

Staff recommends that the City Council approve and adopt the following resolution:

**RESOLUTION NO. 2022-94 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

### BACKGROUND:

On or around October 2015, the City of West Covina established a money purchase retirement plan that benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death and that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in Vantage Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

The plan was set up for the City Manager and requires the City to contribute 7.5% of the City Manager's salary to the plan each year. (See Section VI (Contribution Provisions) of the Adoption Agreement (Exhibit A to Attachment No. 1)). The 401a plan is another supplemental retirement savings vehicle that can be for specific employees (positions), groups or all employees; however, the City wishes to design the plan. In this case, the plan was set up for now-former City Manager(s).

### DISCUSSION:

Restatement is required by the IRS every six (6) years to incorporate any legislative changes into the plan document. The last restatement period was 2015, so this plan did not require restatement until this most recent cycle. Restatement was due to the IRS by July 31, 2022. Therefore, staff executed the documents to ensure compliance. The proposed resolution ratifies the approval of the ICMA Retirement Corporation Governmental Purchase Plan & Trust and authorizes the Finance Director to serve as coordinator for the plan.

**LEGAL REVIEW:**

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

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

This is strictly an administrative item, therefore; there is no fiscal impact associated with this action.

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**Attachments**

Attachment No. 1 - Resolution No. 2022-94

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

**RESOLUTION NO. 2022-94**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

**WHEREAS**, the City of West Covina (the “Employer”) has employees rendering valuable services; and

**WHEREAS**, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

**WHEREAS**, the City Council of the City of West Covina desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in Vantage Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans; and

**WHEREAS**, the Internal Revenue Service (IRS) has a six-year review schedule for the money purchase retirement plan documents to ensure plan documents are updated to reflect legislative and regulatory changes; and

**WHEREAS**, the City of West Covina is required to adopt an amended and restated money purchase retirement plan to ensure its plan is updated in accordance with current IRS regulations.

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

**SECTION 1.** The City Council hereby establishes or has established a money purchase retirement plan (the “Plan”) in the form of the ICMA Retirement Corporation Governmental Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement, attached hereto as Exhibit “A.” The Plan will be maintained for the exclusive benefit of eligible employees and their beneficiaries.

**SECTION 2.** The City Council hereby adopts the Declaration of Trust of Vantage Trust, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the City Council, if the assets of the plan are to be invested in Vantage Trust.

**SECTION 3.** The City hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in Vantage Trust.

**SECTION 4.** The Finance Director shall be the coordinator for the Plan; shall receive reports, notices, etc. from ICMA Retirement Corporation or Vantage Trust; shall cast, on behalf of the City, any required votes under Vantage Trust; and may delegate any administrative duties relating to the Plan to appropriate departments.

**SECTION 5.** The City Council hereby authorizes the Mayor to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

**SECTION 6.** 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 20th day of September, 2022.

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Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2022-94 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 20th day of September, 2022, by the following vote of the City Council:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk

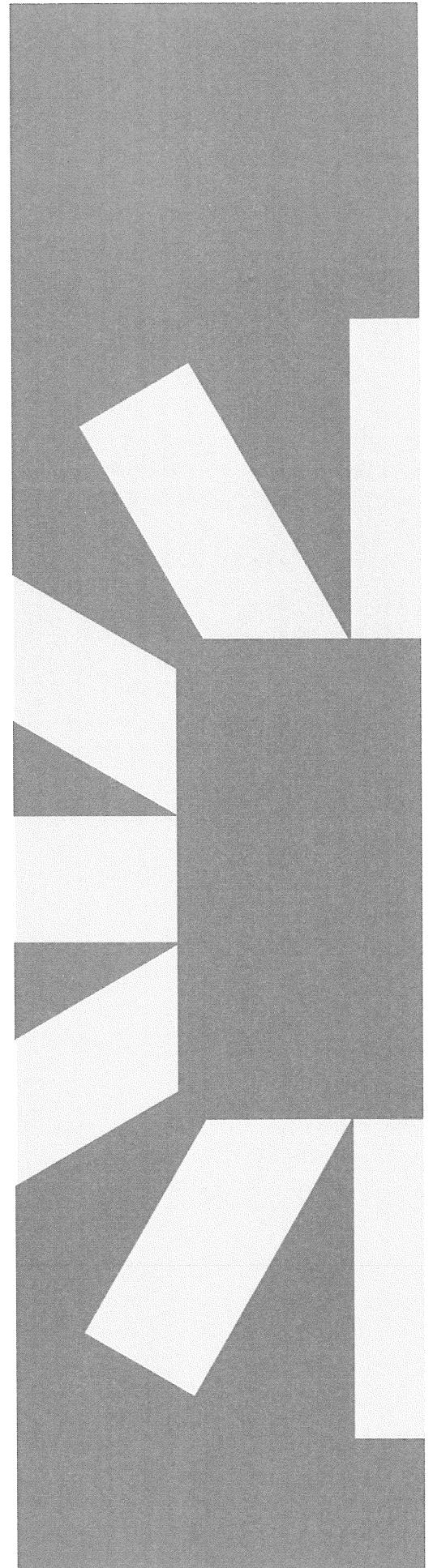
**EXHIBIT A**  
**ADOPTION AGREEMENT**

ICMA Retirement Corporation  
doing business as

**MissionSquare Retirement  
Governmental Money  
Purchase Plan  
Adoption Agreement**

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**MissionSquare**  
RETIREMENT



## MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108506

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF WEST COVINA  
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

### New Plan or Amendment and Restatement (Check One):

#### ☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

CITY OF WEST COVINA

**Effective Date of Restatement.** The effective date of the Plan shall be:

*(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

#### ☐ New Plan

**Effective Date of New Plan.** The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: \_\_\_\_\_

*(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

#### I. EMPLOYER: CITY OF WEST COVINA

*(The Employer must be a governmental entity under Internal Revenue Code § 414(d))*

#### II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

*(Note provision and effective date.)*

#### III. PLAN YEAR

The Plan Year will be:

☒ January 1 – December 31 (**Default**)

☐ The 12 month period ending \_\_\_\_\_  
Month Day

**IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

**In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age \_\_\_\_\_**

*Important Note to Employers:* Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

**V. COVERED EMPLOYMENT CLASSIFICATIONS**

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.  
Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

**Note:** As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☐ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☒ Yes. The required Period of Service shall be Immediate months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☒ Yes. Age 18 (*not to exceed age 21*).

☐ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 7.5 % of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. \_\_\_\_\_ % of Earnings,

ii. \$ \_\_\_\_\_, or

iii. a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pickup is required if Option A is not selected)

☐ Yes      ☐ No      (*"Yes" is the default provision under the Plan if no selection is made.*)

☐ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

<sup>1</sup>Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

**[ ] Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is [ ] more or [ ] less.

**[ ] Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

**[ ] Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is [ ] more or [ ] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[ ] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[ ] Weekly [ ] Biweekly [ ] Monthly [ ] Annually in \_\_\_\_\_ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly      ☐ Biweekly      ☐ Monthly      ☐ Annually in \_\_\_\_\_ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes      ☒ No      (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes      ☒ No      (*"No" is the default provision under the Plan if no selection is made.*)

## VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes      ☒ No      (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes      ☒ No      (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

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## VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes      ☐ No      (*"Yes" is the default provision under the Plan if no selection is made.*)

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[ ] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) \_\_\_\_\_

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):  
☒ Normal Retirement Age  
☐ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)  
☐ Alternate age (after Normal Retirement Age): \_\_\_\_\_  
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.  
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.  
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07  
☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:  
☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.  
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).  
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

### XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Final Pay shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

\_\_\_\_\_

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of Final Pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

### XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Accrued Leave shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Accrued Leave that is bona fide vacation and/or sick leave):*

\_\_\_\_\_

**[ ] 1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows

(choose one of the following options):

[ ] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

[ ] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant \_\_\_\_\_% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

**[ ] 2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute \_\_\_\_\_% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

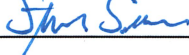
**XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: 

Print Name: Stephanie Sikkema for David Carmany

Title: Acting City Manager

Attest: 

Date: 07 / 28 / 2022



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF 2022-23 OFFICE OF TRAFFIC SAFETY (OTS) GRANT**

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### RECOMMENDATION:

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

1. Accept the 2022-23 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) reimbursable grant (#PT23197), and authorize the City Manager, or his designee, to execute all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

**RESOLUTION NO. 2022-93 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2022-23 OFFICE OF TRAFFIC SAFETY GRANT)**

### BACKGROUND:

The Police Department recently obtained a new competitive grant from the State of California, Office of Traffic Safety (OTS). The overall goal of this grant is to reduce fatal and injury collisions in West Covina, by funding special enforcement mobilizations identified by OTS as best practice strategies. These include saturation patrols, sobriety checkpoints, and traffic enforcement operations that target distracted drivers, street racing, motorcycles, and certain intersections. The majority of this grant is comprised of sworn officer overtime, with a portion for mandatory training and supplies.

### DISCUSSION:

This is a reimbursable grant, contributing \$86,000 exclusively for the project activities, between October 1, 2022 and September 30, 2023. These funds cannot be used for any other purposes or to supplant existing law enforcement funding.

### LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form and will review all grant related documents prior to execution.

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

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

**Fiscal Impact**

**FISCAL IMPACT:**

The City will receive \$86,000 in reimbursement funds from OTS during the grant period. As detailed in the proposed budget amendment, staff is recommending an expenditure appropriation of this amount and a balancing revenue appropriation in Fund 207. There is no impact to the City's General Fund.

<b>Fund No. 207</b>	<b>FY2022-23 Budget</b>	<b>Proposed Amendment</b>	<b>Amended Budget</b>
Revenue	\$47,000	\$39,000	\$86,000
Expenditures	\$19,120	\$66,880	\$86,000
Revenue Less Expenditures	\$27,880	-\$27,880	\$0

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**Attachments**

Attachment No. 1 - Grant Agreement

Attachment No. 2 - Resolution 2022-93 with Exhibit A

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

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>West Covina</b>	<b>3. Grant Period</b> From: 10/01/2022 To: 09/30/2023
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>West Covina Police Department</b>	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$86,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"><li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li><li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li><li>• Exhibit A – Certifications and Assurances</li><li>• Exhibit B* – OTS Grant Program Manual</li><li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li></ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: Keith Freeman TITLE: Lieutenant EMAIL: kfreeman@wcpd.org PHONE: (626) 939-8556 ADDRESS: 1444 WEST GARVEY AVENUE West Covina, CA 91790  _____ (Signature) (Date)	<b>B. AUTHORIZING OFFICIAL</b> NAME: Richard Bell TITLE: Chief of Police EMAIL: richard.bell@wcpd.org PHONE: (626) 939-8400 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790  _____ (Signature) (Date)
<b>C. FISCAL OFFICIAL</b> NAME: Alex Houston TITLE: Admin. Services Manager EMAIL: ahouston@wcpd.org PHONE: 626-939-8536 ADDRESS: 1444 W. Garvey Ave. West Covina, CA 91790  _____ (Signature) (Date)	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature) (Date)

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: ZHHFLMKMZKL1 REGISTERED ADDRESS: 1444 W. Garvey Ave. S. CITY: West Covina ZIP+4: 91790-2716
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				<b>AGREEMENT TOTAL</b>		<b>\$86,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$86,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$86,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

## 1. PROBLEM STATEMENT

With a population of about 110,000, the City of West Covina lies in the heart of the San Gabriel Valley (eastern Los Angeles County). Encompassing 17 square miles, the City is a mix of residential and retail-shopping areas, right off of the Interstate 10 freeway. West Covina houses the major shopping mall in the region (the Plaza at West Covina), over two dozen schools, and several other areas with traffic concerns. The Interstate 10 Freeway (the San Bernardino Freeway) covers the northern end of the City. Vehicle traffic to and from the I-10 congests several major feeder streets, especially during commute hours. West Covina encompasses 225 miles of road, making the City particularly dense in terms of vehicular traffic. West Covina currently faces a range of traffic problems, and lacks the staffing to fully address them. In 2007-2008, the West Covina Police Department had 127 sworn positions. The subsequent years saw recession driven local revenue declines and State revenue takeaways, resulting in unprecedented reductions in City services and staffing, leaving the Police Department currently with only 102 sworn positions. The Traffic Unit was cut from 8 positions to 3 (including a supervisor) and targeted traffic enforcement efforts consequently fell. As detailed further below in the Traffic Data Summary section, certain traffic problems are of specific concern. Chief among these are fatal and injury crashes at night. The grant will be used to fund overtime for targeted enforcement activities (at the times and locations revealed by data analysis) that will help address these traffic problems, serving all residents and travelers across the entire City of West Covina.

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

### B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a

### Target Number

1

10

12

suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	12
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
14. Participate in highly visible collaborative DUI Enforcement operations.	1
15. Participate in highly visible collaborative Traffic Enforcement operations.	1
16. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1

### 3. METHOD OF PROCEDURE

#### A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.
- Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

## **B. Phase 2 – Program Operations (Throughout Grant Year)**

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

### Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.

- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$48,000.00
402PT-23	20.600	State and Community Highway Safety	\$38,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-23	\$9,000.00	2	\$18,000.00
DUI Saturation Patrols	164AL-23	\$1,750.00	12	\$21,000.00
Collaborative DUI Enforcement	164AL-23	\$1,750.00	1	\$1,750.00
Benefits for 164AL OT @ 11.55%	164AL-23	\$40,750.00	1	\$4,707.00
Traffic Enforcement	402PT-23	\$1,750.00	8	\$14,000.00
Distracted Driving	402PT-23	\$1,750.00	2	\$3,500.00
Motorcycle Safety	402PT-23	\$1,750.00	2	\$3,500.00
Night-time Click It Or Ticket	402PT-23	\$1,750.00	1	\$1,750.00
Pedestrian and Bicycle Enforcement	402PT-23	\$1,750.00	2	\$3,500.00
Traffic Safety Education	402PT-23	\$875.00	1	\$875.00
Street Racing and Sideshow Enforcement Operations	402PT-23	\$1,750.00	1	\$1,750.00
Collaborative Traffic Enforcement	402PT-23	\$1,750.00	1	\$1,750.00
Benefits for 402PT OT @ 11.55%	402PT-23	\$30,625.00	1	\$3,537.00
Category Sub-Total				\$79,619.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-23	\$3,838.00	1	\$3,838.00
				\$0.00
Category Sub-Total				\$3,838.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-23	\$2,543.00	1	\$2,543.00
Category Sub-Total				\$2,543.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00

<b>GRANT TOTAL</b>	<b>\$86,000.00</b>
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**BUDGET NARRATIVE**

**PERSONNEL COSTS**

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164AL OT @ 11.55% - Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Benefits for 402PT OT @ 11.55% - Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%.

**TRAVEL EXPENSES**

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

**CONTRACTUAL SERVICES**

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**EQUIPMENT**

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**OTHER DIRECT COSTS**

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

**INDIRECT COSTS**

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**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
    - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
    - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
    - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

##### **(applies to all subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

##### **(applies to all subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

##### **(applies to all subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

##### **(applies to all subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**RESOLUTION NO. 2022-93**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET  
AMENDMENT FOR THE FISCAL YEAR COMMENCING  
JULY 1, 2022 AND ENDING JUNE 30, 2023 (2022-23 OFFICE  
OF TRAFFIC SAFETY GRANT)**

**WHEREAS**, on April 19, 2022, the City Manager presented to the City Council a proposed budget for Fiscal Year 2022-23 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

**WHEREAS**, following the initial presentation of the proposed budget for Fiscal Year 2022-23, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

**WHEREAS**, on June 7, 2022, the City Council adopted a budget for the 2022-2023 Fiscal Year; and

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

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

**SECTION 1.** The City Council hereby approves Budget Amendment No. 2023-005, attached hereto as Exhibit A, for Fiscal Year 2022-23.

**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 20th day of September, 2022.

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Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2022-93 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 20th day of September, 2022, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

## Exhibit A

City of West Covina  
Fiscal Year 2022-23  
Budget Amendment No. 2023-005  
OTS Grant

<u>Fund Name (No.)</u>	<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
<u>OTS Grants (No. 207)</u>			
Revenue	47,000	39,000	86,000
Expenditures	19,120	66,880	86,000
Revenue less Expenditures	<u>\$ 27,880</u>	<u>\$ (27,880)</u>	<u>\$ -</u>



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF 2020 STATE HOMELAND SECURITY PROGRAM GRANT**

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### RECOMMENDATION:

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

1. Accept and appropriate the reimbursable 2020 State Homeland Security Grant totaling \$67,518 in expenditures and revenues, and authorize the City Manager to execute all related agreements, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2022-92 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2020 STATE HOMELAND SECURITY PROGRAM GRANT)**

### BACKGROUND:

The State Homeland Security Program (SHSP) grant is a homeland security grant of federal origin that passes through the State Department of Homeland Security and then through the Los Angeles County Operational Area. In late 2019, the West Covina Police Department applied for funds under the 2020 SHSP grant for radio equipment for dispatchers. Ultimately, grant funds totaling \$67,518 were awarded—see Attachment No. 1.

### DISCUSSION:

There are strict financial requirements associated with these grant funds. The funds can only be used for specific items approved by the grantors, and all purchases/projects must be completed by May 2023. Additionally, this is a reimbursable grant, which means that the City Council must first appropriate funds before City staff can complete the purchases and submit for reimbursement. With all reimbursable grants, the City (General Fund) fronts the money for the purchases until the grant reimbursement funds are received—at that time, all transactions are recorded to the grant. There is ultimately no burden on the City General Fund.

### LEGAL REVIEW:

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

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

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

**Additional Approval:** Stephanie Sikkema, Finance Director

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### **Fiscal Impact**

#### **FISCAL IMPACT:**

The City will receive \$67,518 in 2020 State Homeland Security Grant Program funds for the items discussed above, which have been specifically approved by the federal government and County Operational Area. As detailed in the attached budget amendment, Staff is recommending expenditure and revenue appropriations of that amount in Fund 218. There is no match requirement, and when all grant purchases and reimbursements are complete, there will ultimately be no impact on the City General Fund.

<b>Fund No. 218</b>	<b>FY2022-23 Budget</b>	<b>Proposed Amendment</b>	<b>Amended Budget</b>
Revenue	\$0	\$67,518	\$67,518
Expenditures	\$0	\$67,518	\$67,518
Revenue Less Expenditures	\$0	\$0	\$0

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### **Attachments**

Attachment No. 1 - 2020 SHSP Funding West Covina

Attachment No. 2 - Resolution 2022-92 with Exhibit A

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

City of West Covina  
FY 2020 State Home Security Program (SHSP) Projects  
Grant Subaward: 2020-0095  
Cal OES ID: 037-00000

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
6.13	4 (four) P25 compliant Dispatch base consolette radios for interagency communications.	06CP-01-BASE	Radio, mobile	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No Hold Indicated	\$ 67,518

**RESOLUTION NO. 2022-92**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET  
AMENDMENT FOR THE FISCAL YEAR COMMENCING  
JULY 1, 2022 AND ENDING JUNE 30, 2023 (2020 STATE  
HOMELAND SECURITY PROGRAM GRANT)**

**WHEREAS**, on April 19, 2022, the City Manager presented to the City Council a proposed budget for Fiscal Year 2022-23 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

**WHEREAS**, following the initial presentation of the proposed budget for Fiscal Year 2022-23, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

**WHEREAS**, on June 7, 2022, the City Council adopted a budget for the 2022-2023 Fiscal Year; and

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

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

**SECTION 1.** The City Council hereby approves Budget Amendment No. 2023-004, attached hereto as Exhibit A, for Fiscal Year 2022-23.

**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 20th day of September, 2022.

---

Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2022-92 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 20th day of September, 2022, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

## Exhibit A

City of West Covina  
Fiscal Year 2022-23  
Budget Amendment No. 2023-004  
SHSP Grant

<u>Fund Name (No.)</u>	<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
<u>Homeland Security Grant (No. 218)</u>			
Revenue	-	67,518	67,518
Expenditures	-	67,518	67,518
<b>Revenue less Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATA BASE**

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### RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database.

### BACKGROUND:

After data reporting was required by Congress in 1974, the Federal Transit Administration's (FTA) National Transit Database (NTD) was set up to be the repository of data about the financial, operating and asset conditions of American transit systems. The NTD records the financial, operating, and asset conditions of transit systems helping to keep track of the industry and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

FTA uses NTD data to apportion funding to urbanized and rural areas in the United States. Transit agencies report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).

On November 14, 1980, the voters of the County of Los Angeles approved Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. At its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data. Annually, City staff report data collected by its transit contractor into the NTD.

### DISCUSSION:

At its June 24, 2021 Board meeting, LACMTA approved the Fiscal Year (FY) 2021-22 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-20. It also included supplemental funding as Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds to support transportation programs impacted by the COVID-19 crisis.

Based on its participation in the program, West Covina may invoice LACMTA in the amount \$187,469.

This amount is determined by the amount of Vehicle Revenue Miles and the FTA Unit Rate of \$0.55708563998307614. Vehicle Revenue Miles are the miles a vehicle travels while in revenue service. This excludes travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead travel, as well as school bus and charter services. Also included in total amount is an allocation of \$64,915 through CRRSAA.

These funds are intended to support operating costs of the services reported to NTD - the shuttle and Dial-A-Ride services. They are not eligible for Fund Exchange.

**OPTIONS:**

The City Council has the following options:

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

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

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**Fiscal Impact**

**FISCAL IMPACT:**

Once the memorandum of understanding is executed, the City may invoice for payment in the amount of \$187,469. The funds will be deposited in Fund 121 - Proposition A.

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**Attachments**

Attachment No. 1 - MOU with LACMTA - Prop A Discretionary RY 2020

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance City Image and Effectiveness  
Maintain Good Intergovernmental Relations  
Achieve Fiscal Sustainability and Financial Stability

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FOR COLLECTING AND REPORTING DATA FOR THE  
NATIONAL TRANSIT DATABASE  
FOR REPORT YEAR 2020**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2022 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of West Covina (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2021-22 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-20; and

WHEREAS, the City has voluntarily submitted their FY2019-20 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2019-20 Report Year (the “Project”); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2021-22 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

## **ARTICLE 1. TERM**

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **May 1, 2022**, through **June 30, 2025** at which time all unused funds shall lapse.

## **ARTICLE 2. STANDARDS**

- 2.0 To receive payment for the submittal of the FY 2019-20 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
  - B. Prepared and submitted the FY 2019-20 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2020**;

## **ARTICLE 3. PAYMENT OF FUNDS TO CITY**

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2019-20 NTD statistics. LACMTA shall pay the City for submitting the FY 2019-20 **ANNUAL NTD REPORT** for the applicable transit services as follows:

### **MOTOR BUS SERVICE**

For City’s motor bus service, LACMTA shall pay an amount equal to the 168,146 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

### **DIAL-A-RIDE SERVICE**

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 51,844 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

### **CRRSAA ACT EQUIVALENT SUPPLEMENTAL FUNDING**

LACMTA shall pay up to \$64,915 in CRRSAA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2025**, in the amount of **\$187,469** to receive its payment described above.

3.2 **INVOICE BY CITY:**

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296  
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIWECO22000 M.S. Chelsea Meister (99-4-3)

**ARTICLE 4. CONDITIONS**

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

**ARTICLE 5. REMEDIES**

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

## **ARTICLE 6. MISCELLANEOUS**

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

## **ARTICLE 7. CONTACT INFORMATION**

- 7.0 LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:  
West Covina  
1444 W. Garvey Ave. South  
West Covina, CA 91790  
Attn: Kelly McDonald  
KMcDonald@westcovina.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of West Covina

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Mayor/City Manager

By: \_\_\_\_\_  
STEPHANIE N. WIGGINS  
Chief Executive Officer

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

DAWYN R. HARRISON  
Acting County Counsel

By: \_\_\_\_\_  
Deputy

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

Date: 7/21/2022

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	CRRSAA Allocation Amount	Total (\$ )Due to Jurisdiction
Alhambra	MB	8	102,410	57,051.14		77,146	134,197
Alhambra	DR	7	167,428	93,271.73			93,272
Artesia	DR (DT)	5	9,694	5,400.39		3,574	8,975
Azusa	DR	6	71,068	39,590.96		26,792	66,383
Baldwin Park	MB	6	208,342	116,064.34		65,991	182,055
Baldwin Park	DR	2	28,492	15,872.48			15,872
Bell	MB	1	32,826	18,286.89		15,889	34,176
Bell	DR	9	21,572	12,017.45			12,017
Bellflower	MB	2	71,226	39,678.98		27,429	67,108
Bellflower	DR	2	19,908	11,090.46			11,090
Bell Gardens	MB	3	98,337	54,782.13		42,177	96,960
Bell Gardens	DR	3	30,829	17,174.39			17,174
Burbank	MB	14	287,907	160,388.86	(23,294)	75,421	212,516
Calabasas	MB	11	88,572	49,342.19		36,680	86,022
Calabasas	DR	1	15,460	8,612.54			8,613
Carson	MB	7	253,900	141,444.04		125,200	266,644
Carson	DT	8	75,497	42,058.29			42,058
Cerritos	MB	5	156,059	86,938.23		68,089	155,028
Cerritos	DR	10	54,146	30,163.96			30,164
Compton	MB	5	149,036	83,025.82		37,048	120,074
Compton	DR	2	4,257	2,371.51			2,372
Covina	DR	4	54,151	30,166.74		17,438	47,605
Cudahy	MB	1	34,280	19,096.90		15,794	34,891
Cudahy	DR	5	20,940	11,665.37			11,665
Downey	MB	7	102,330	57,006.57		57,208	114,214
Downey	DR	16	59,646	33,227.93			33,228
Duarte	MB	2	DID NOT REPORT F	-		17,940	-
El Monte	MB	7		216,827	120,791.21	86,682	207,473
El Monte	DR	6		66,759	37,190.48		37,190
Glendora	MB	3		67,049	37,352.04	52,810	90,162
Glendora	DR	10		71,360	39,753.63		39,754
Huntington Park	MB	5		157,801	87,908.67	61,507	149,415
Huntington Park	DT	13		70,022	39,008.25		39,008
LACDPWAvocado	MB	1		38,404	21,394.32	11,155	32,549
LACDPWELA	MB	6		244,735	136,338.35	91,280	227,619
LACDPWELA	DR	7		49,933	27,816.96		27,817
LACDPWEast Valinda	MB	1		44,216	24,632.10	12,553	37,185
LACDPWKing Medical	MB	1		34,252	19,081.30	10,062	29,143
LACDPWWillowbrook Shuttle	MB	2		79,283	44,167.42	23,433	67,600
LACDPWS.Whittier	MB	4		218,008	121,449.13	58,266	179,715
LACDPWAthens	MB	1		36,686	20,437.24	10,505	30,942
LACDPWLennox	MB			31,213	17,388.31	8,230	25,619
LACDPWFloranceFirestone	MB	2		58,784	32,747.72	13,772	46,520
Lakewood	DR	12	61,282	34,139.32		17,851	51,991
Lawndale	MB	2	67,033	37,343.12		22,357	59,701
Lynwood	MB	4	138,136	76,953.58		38,805	115,758
Malibu	DT	9	11,141	6,206.49		4,222	10,429
ManhattanBeach	DR	4	34,824	19,399.95		13,961	33,361
Maywood	MB	2	25,324	14,107.64		16,328	30,436
Maywood	DR	2	16,227	9,039.83			9,040
MontereyPark	MB	6	166,354	92,673.42		69,425	162,098
MontereyPark	DR	3	22,225	12,381.23			12,381
Pico Rivera	DR	3	13,398	7,463.83		5,909	13,373
Rosemead	MB	2	109,666	61,093.35		50,154	111,247
Rosemead	DR	3	31,691	17,654.60			17,655
Santa Fe Springs	DR	2	15,045	8,381.35		5,719	14,100
South Gate	MB	5	136,729	76,169.76		100,832	177,001
South Gate	DT	9	152,831	85,139.96			85,140
SouthPasadena	DR	5	25,672	14,301.50		10,154	24,456
WestCovina	MB	4	168,146	93,671.72		64,915	158,587
WestCovina	DR	4	51,844	28,881.55			28,882
West Hollywood	MB	4	115,521	64,355		32,600	96,955
Total		306	4,951,213	2,758,250	(23,294)	1,603,304	4,287,719
FY22 Revenue Mile Rate			0.55708564				



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

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**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF AGREEMENTS WITH UBER TECHNOLOGIES, INC., TO  
IMPLEMENT AN ON-DEMAND RIDE HAILING PILOT PROGRAM**

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### RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to enter into agreements with Uber Technologies, Inc. (Uber), to implement a pilot on-demand ride hailing program, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute all other necessary documents, in such form as approved by the City Attorney, to carry out the City Council's direction; and
3. Determine that compliance with bidding requirements and procedures is inefficient and not in the best interest of the City in connection with implementing a pilot on-demand ride hailing program with Uber, in accordance with West Covina Municipal Code Section 2-335(j).

### BACKGROUND:

At the March 1, 2022 City Council meeting, staff was directed to contract directly with Uber or Lyft to carry out an "On-Demand Ride Hailing" Pilot Program. Previously staff was working with Uber through MV Transportation to implement a pilot program similar to the one previously approved for Lyft. Uber can provide on-demand rides for seniors or those with disabilities needing rides, such as dialysis appointments or other medical necessities which are often times scheduled by physicians at the last minute. Riders can download the Uber App, which will have a unique code for discounted rides. Initially, the intent was to provide \$1.00 rides each way, which is the current subsidy of the City's Dial A Ride (DAR) program. For those riders who are not internet savvy or do not want to use the Uber App, City staff will be able to access the system via cloud-based software and book a trip for patrons.

The following were the initial parameters of the Uber pilot program based on the previously approved parameters:

- Six-month term
  - 25 participants from current Dial A Ride ridership (based on highest frequency usage)
- Education/Outreach
  - Uber Team for riders
  - Staff on use of the Uber App and the Uber Concierge Program for booking trips.
- \$50,000 max
  - These funds will be utilized to subsidize the balance of the actual cost of the ride above

the \$1.00/\$0.50 fee the participant pays

- \$1.00 ride/person one-way (\$2.00 roundtrip) for persons 55+
- Rides within West Covina City limits or 3 miles outside City limits for medical reasons

UberX is the most economical ride type. The code will only work for this ride type. Operating hours will be 24/7 for Uber app users and restricted to City staff hours (8:00 a.m. - 5:00 p.m Monday - Friday) for call-in bookings, unless booked in advance. Riders will be able to take up to four (4) one-way trips per day based on availability of funds.

The program was presented at the July 19, 2022 meeting. The City Council tabled the matter for future discussion.

#### **DISCUSSION:**

Program parameters have been modified based on comments made at the August 16, 2022 City Council meeting. Modifications include:

- Expansion of participant pool to include all residents 65-years and over.
- Cost per ride (one way): \$3
- Maximum subsidy per ride (one way): \$20. Costs in excess would be paid by rider.

Section 2-335(j) of the West Covina Municipal Code provides that purchases are exempt from competitive procurement requirements when the City Council determines, by minute action or resolution, that compliance with the bidding requirements and procedures is inefficient, impractical or not in the best interest of the City, based on specifically identified conditions set forth on the record.

Uber and Lyft make up a substantial share of the ride hailing market. Ride rates of the two providers are comparable within the proposed service area (Attachment No. 3). For these reasons, staff believes bidding the project would be inefficient and not in the best interest of the City. Therefore, staff is requesting that the City Council make the finding required by Section 2-335(j) in order to waive bidding requirements in connection with this procurement.

If approved by the City Council, it will take staff and Uber approximately one month to launch the program. This will include executing the agreement, training staff, setting up the code for the program, and obtaining participants (verifying interest from identified participants).

#### **LEGAL REVIEW:**

The City Attorney's Office will review the final form of the agreements prior to execution.

#### **OPTIONS:**

The City Council has the following options:

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

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

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#### **Fiscal Impact**

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

The FY 2022-2023 Budget includes \$50,000 for the Pilot Program in Measure R Account No. 224.61.5143.6120.

Account No.	Account Name	FY2022-23 Budget	Amount Requested	Balance
224.61.5143.6120	Other Contractual Services	\$100,000	\$50,000	\$50,000
<b>Total</b>		<b>\$100,000</b>	<b>\$50,000</b>	<b>\$50,000</b>

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### **Attachments**

Attachment No. 1 - Uber Vouchers Agreement

Attachment No. 2 - Uber Central Agreement

Attachment No. 3 - Sample Uber and Lyft Rates

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance City Image and Effectiveness  
A Creative and Active Community

## UBER VOUCHERS for TRANSIT AGENCIES AGREEMENT

This Uber Vouchers for Transit Agencies Agreement ("**Agreement**") is entered into as of the last signature date stated below ("**Effective Date**") by and between **UBER TECHNOLOGIES, INC.**, located at 1515 3rd Street , San Francisco, CA 94158 ("**Uber**") and The City of West Covina, located at 1444 W Garvey Ave S, West Covina, CA 91790 ("**Agency**").

## Agency Contact Information

Agency Contact Name:	Kelly McDonald, Public Services Manager City of West Covina
Agency Contact Email and Phone Number:	kmcdonald@westcovina.org

## Partnership Details

Uber Vouchers for Transit Agencies	<p><b>Uber will grant partner:</b></p> <ol style="list-style-type: none"> <li>Access to Uber Vouchers for Transit Agencies product</li> </ol> <p><b>Agency will agree to:</b></p> <ol style="list-style-type: none"> <li>Implement program per Exhibit 1</li> </ol>
Uber Vouchers for Transit Agencies Services	<p><b>Uber will provide the following under the Uber Voucher for Transit Agencies relationship:</b></p> <ol style="list-style-type: none"> <li><b>Enhanced User Experience</b> <ol style="list-style-type: none"> <li>Agency access to centralized voucher dashboard</li> <li>Voucher redemption visibility (as available)</li> <li>24/7 Customer Service</li> </ol> </li> <li><b>Custom Onboarding &amp; Education</b> <ol style="list-style-type: none"> <li>Uber agrees to work with Agency to educate employees on functionalities of Uber Vouchers for Transit Agencies</li> <li>Dedicated onboarding specialist assigned to Agency</li> </ol> </li> <li><b>Access to use the Uber for Transit Agencies Voucher Platform</b> <ol style="list-style-type: none"> <li><u>User administration</u> - quickly add or remove authorized users to Agency Account</li> <li><u>Monthly Billing</u> - bill monthly based on usage</li> <li><u>Trip History</u> - ability to view and manage Uber Vouchers from within the Agency Dashboard</li> </ol> </li> </ol>

[Remainder of page intentionally left blank]

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

## TERMS AND CONDITIONS

These Uber Vouchers for Transit Agencies Terms and Conditions (the “**Transit Vouchers Terms**”) govern Agency’s use of Uber Vouchers through the Dashboard. The Transit Voucher Terms, along with the applicable provisions of the Agreement, state the terms under which an Agency may utilize the Dashboard to enable Uber Vouchers.

**1. Incorporation.** The Transit Voucher Terms are incorporated into and made a part of the Agreement between Uber and the Agency. Agency’s use of Uber Vouchers is subject to the Transit Voucher Terms as incorporated into the Agreement.

**2. Purpose.** This Agreement states the terms on which Uber shall provide Agency with access to (a) Uber’s browser-based online dashboard for “*Uber Vouchers for Transit*” customers (“**Dashboard**”), and (b) the Vouchers for Transit Agencies product (“**Uber Vouchers**”) that will allow Agency to distribute Uber Vouchers in accordance with the terms of this Agreement. Agency agrees to: (i) maintain an “*Uber Vouchers for Transit*” account (“**Corporate Account**”) under the terms and conditions of this Agreement, as may be updated from time to time. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Uber Developer Terms.

**3. Acknowledgment of Authority.** The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

**4. Term.** This Agreement shall commence on the Effective Date and shall continue for 6 months (the “**Term**”) and may be extended by mutual agreement of the parties for 3 1- year periods (“**Extension Term**”), unless terminated earlier under the termination process provided in this Agreement. Either party shall provide at least thirty (30) days written notice before the expiration of the then-current Term if either party intends not to automatically renew the terms of this Agreement, as applicable under the terms of the Cover Sheet.

### **5. Termination.**

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party’s material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving the breaching party with a “notice of termination” stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Lack of Appropriated Funds.** The parties acknowledge that Agency’s budget may be subject to annual appropriation and that, in any fiscal year, Agency’s annual appropriation may be less than the budget under the Term of this Agreement. If funds are not available to appropriate for payments due under this Agreement, either party may terminate this Agreement, in whole or in part, as follows:

(i) The notifying party shall, no later than thirty (30) days before the expiration of appropriated funds, serve a written notice of termination to the other party by certified or registered first class mail and addressed to the other party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

## ATTACHMENT NO. 1

(ii) Any unpaid invoices or outstanding balances due to Uber for services performed within 24 hours of Uber's receipt of such termination notification from Agency shall become immediately due and payable and shall be subject to Uber's collection process. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies.

(c) **Termination for Convenience.** Either party may terminate this Agreement, in whole or in part without cause, by providing the other party thirty (30) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(d) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

**If to Uber:** Uber Technologies Inc.  
1513 3rd Street  
San Francisco, CA 94158  
Attention: Legal - Transactions  
Email: transit-legal-us@uber.com

**If to Agency:** The City of West Covina  
1444 W Garvey Ave S  
West Covina, CA 91790  
Attention: Kelly McDonald  
Email: kmcdonald@westcovina.org

### 6. Fees and Payment.

(a) **Utilization Charges.** When an Uber Voucher is redeemed by an Agency User, Uber shall charge the Agency the Utilization Amount of each such Uber Voucher in accordance with Section 6(b) below. If a fare exceeds the Uber Voucher value for an individual transaction, the balance shall be charged to such Agency User's payment method on file in their Active Account.

(b) **Billing Options.**

(i) **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Agency may elect to receive monthly statements (each, a "**Monthly Statement**") for the aggregate Utilization Amount generated from redeemed Uber Vouchers during each calendar month of the Term ("**Monthly Billing**"). Each Monthly Statement shall be paid in full by the Agency no later than thirty (30) calendar days from receipt of such Monthly Statement.

(c) **Payment Procedures.** All undisputed Utilization Amounts under each Monthly Statement shall be paid in full by Agency within thirty (30) days of receipt of such Monthly Statement.

(d) **Certification of Non-Federal Payment Source.** Agency certifies that to the best of its knowledge and belief, no Federal Appropriated Funds will be expended by Agency to pay any Monthly Statement or any form of Non-Monthly Billing generated from redeemed Uber Vouchers.

(e) **Disputed Payments.** If Agency believes that it has been assessed a Utilization Amount it should not have been charged ("Disputed Charge Event"), Agency shall notify Uber in writing within seven (7) days. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed a Utilization Amount that Agency should not have been charged, Uber shall remove such charge from Agency's account.

(f) **Taxes.** Unless otherwise indicated on an Agency User receipt, all Uber Vouchers are exclusive of applicable taxes, and Agency is responsible for the payment of any such taxes assessed on such Uber Vouchers, including, but not limited

to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments are nonrefundable unless stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party shall be responsible for the costs and expenses associated with its performance under this Agreement.

(g) **Account Suspension.** Unless Agency has notified Uber of a Disputed Charge Event, Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if the Agency has not timely paid the Utilization Amount due on any past Billing Statements. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid Utilization Amount. Reestablishing a deactivated or suspended Agency Corporate Account after full payment of a past due Billing Statement shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

## **7. Access to Uber Dashboard.**

(a) **Agency Dashboard.** Uber shall provide Agency with access to the Dashboard under the Terms of this Agreement. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will enable Agency to (a) view and pay Monthly Statements; and (b) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber Vouchers to Agency as stated in this Agreement.

(b) **Administration.** Agency may appoint additional administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (c) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials, including, but not limited to, all Uber Programs, and Uber Vouchers created for Agency use on the Dashboard.

**8. Agency User Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to receive and utilize Uber Vouchers.

## **9. Uber Vouchers.**

### **(a) Creating Uber Programs and Uber Vouchers; Limitations.**

(i) An Uber Account Manager will create the Uber Vouchers for Agency to distribute to Agency Users. Such vouchers may only be used where Uber makes Uber Vouchers available to Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of Agency programs for which Uber Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations and ordinances and does not harm the goodwill or reputation of Uber.

(ii) Agency can choose to either create a Program with: (a) one Uber Voucher to distribute to all Agency Users (a "**Single Code**"); or (b) individualized Uber Vouchers that Agency can distribute to each Agency User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an "**Individualized Code**"). Agency acknowledges that Uber cannot prevent an Agency User from sharing a Single Code or an Individualized Code with a non-Agency User, and that Uber cannot disaggregate Agency User transactions from non-Agency User transactions when determining Utilization Amounts. Agency acknowledges and agrees to pay Utilization Amount generated from all redeemed Uber Vouchers under the terms stated in this Agreement up to the Uber Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

1) **Single Codes.** For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, that Agency must clearly and conspicuously disclose the material terms and conditions of each Single Code to each Agency User, including that use of the code is not guaranteed. Agency acknowledges and agrees that: (1) a Single Code may be used by consumers that Agency did not intend to target (including non-Agency Users), but Agency will be financially responsible for the number of times the

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Single Code is used to access Uber Services; and (2) Uber will direct all individuals that try to access a Single Code after Agency reaches the usage limitations to contact Agency. Notwithstanding section 6(a)(ii)1)(2) above, Agency acknowledges and agrees that Uber will not be liable (i) to Agency Users targeted to receive an Uber Voucher but unable to use their Single Code, or (ii) to Agency for Uber's non-fulfillment of the Uber Voucher because Agency usage limitations have been reached.

2) **Individualized Codes.** For any Program that utilizes Individualized Codes, it is Agency's responsibility to (1) correctly deliver such codes to Agency Users and (2) to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Agency User. Agency acknowledges and agrees that Uber will direct all individuals that try to access an Individualized Code after such Code has expired to contact Agency.

(b) **Uber Voucher Limitations.** Agency shall ensure that the maximum aggregate Redemption Value of Uber Vouchers that Agency has available at any given time during the Term shall not exceed the credit amount authorized by Uber for Agency's Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different amount of Uber Vouchers. Each Uber Voucher created by Agency shall: (1) expire no later than 12 months after the date that the Agency created the Uber Voucher; (2) have a minimum Redemption Value for each region for which an Uber Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be usable for the Agency User receiving such Uber Voucher (i.e. Agency User cannot be located in New York, New York and have the code only valid for San Francisco, California).

(c) **Restrictions of Use.** Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Agency User account without first disclosing all of the disclaimers stated in Section 6(e)(iv) below.

(d) **Modification or Cancellation of Uber Vouchers.** After a Program is created, Agency may: (1) update a Program to make the restrictions and/or value more permissive if the Uber Voucher code has not yet been distributed to Agency Users, or (2) cancel a Program, in which case Agency shall immediately notify all affected Agency Users that Agency has canceled the Program and that Uber is not responsible for the Program cancellation. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (1) Agency remains financially responsible to Agency Users who received an Uber Voucher from Agency, even if the Agency User utilized such Uber Voucher after Agency modified or canceled the Program; and (2) Agency Users who contact Uber because they are unable to utilize an Uber Voucher code for a modified or canceled Program will be directed by Uber to contact Agency about any modification or cancellation issues. Agency acknowledges and agrees that Uber will not be liable to: (i) Agency Users who received an Uber Voucher, but were unable to utilize the Uber Voucher following Agency's modifications to or cancellation of the Program, or (ii) Agency for Uber's non-fulfillment of the Uber Voucher as a result of modifications to or cancellation of the Program by Agency.

(e) **Marketing and Messaging Related to Uber Vouchers.**

(i) **Marketing Guidelines.** At all times during the Term, Agency shall follow the marketing guidelines that the parties have agreed to in this Agreement ("Transit Agency Marketing Toolkit"), which Uber may update from time to time in its discretion.

(ii) **Approved Use Cases.** Agency agrees to use Uber Vouchers only for the specific purposes of its transit program. During the Term, Agency shall obtain prior written consent from Uber to use Uber Vouchers for any purpose other than the approved use case.

(iii) **Delivery of Uber Vouchers to Agency Users.** Agency will receive Uber Vouchers in the form of code links, that Agency may deliver to Agency Users via email, SMS, social media, online in other digital media, in broadcast media, in print, or OOH, so long as Agency takes down any communication containing the delivery or distribution of an Uber Voucher after such Uber Voucher's expiration date. In the event that Agency delivers Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. If Agency delivers Uber Vouchers via SMS, those messages are marketing text message and Agency shall ensure that it is in compliance with the TCPA by obtaining affirmative prior express written consent from all Agency Users to send them such messages and will make clear in the message that it is being sent by Agency (as opposed to Uber).

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(iv) **Uber Vouchers for Transit Agencies Disclaimer.** Agency shall ensure that its delivery or distribution of an Uber Voucher to an Agency User, or any related communication, shall include a prominent disclaimer notifying the Agency User that the Uber Voucher: (a) may only be redeemed for rides requested via Uber's mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) value is non-transferrable to other Uber accounts, users, or products once redeemed by an Agency User; and (f) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Code voucher:

"Limited Availability. No cash value. Maximum discount of \$[#] per [Uber product] trip. Maximum of [#] [Uber product] trips per person [per week/day/month]. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Wallet section of the Uber app before requesting the first ride [within area/along bus route] [until date/between time and date and time and date]. Expires on [DATE]. For details on eligible transit zones see HERE [link]. Uber Voucher does not apply to tips. Terms subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to Agency at [INSERT AGENCY CONTACT INFO]."

For an Individualized Code voucher, Agency should use the pre-approved Single Code voucher disclaimer paragraph above and also add the following disclaimer at the beginning:

"Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferrable."

(f) **Uber Account Required.**

(i) **Active Uber Rider Account Required.** Agency acknowledges and agrees that before an individual can activate an Uber Voucher for access to Uber Services under this Agreement, such proposed Agency User must have an active Uber rider account for Uber Services ("**Rider Account**").

(ii) **Violations.** Agency acknowledges that certain proposed Agency Users may be suspended or banned from use of Uber Services due to violating Uber's End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> (collectively, "**Violations**"), and that Uber is not obligated or liable to a prospective Agency User that is unable to utilize an Agency-generated Uber Voucher due to Violations. If an Agency User's Rider Account is suspended or terminated in accordance with the End User Terms, that Agency User's access to Uber Vouchers shall also be immediately suspended.

(g) **Restrictions.** Agency agrees to use the Corporate Account, and Uber Vouchers, solely as stated in this Agreement. Agency shall not, and shall not authorize others to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Voucher, Uber Service, or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) modify or alter any Uber Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on an Agency User related to their use of the Uber Vouchers. Uber reserves all rights not granted to Agency or Agency Users under this Agreement.

### 10. **Uber Voucher for Transit Agencies Usage.**

(a) Uber Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber Voucher via either a Single Code or an Individualized Code.

(b) Agency or Agency Users may not use or resell the Uber Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

(c) Agency is responsible for lost, stolen, or misused Uber Vouchers and the resulting discount codes or Utilization Charges assessed on Billing Statement.

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(d) Uber reserves the right to close or suspend an Agency's or Agency User's account, to adjust balances and/or request alternative forms of payment if Uber determines in its sole discretion that an Uber Voucher is or has been fraudulently obtained or used.

(e) Uber may cease offering the Uber Vouchers for Transit Agencies program at any time and for any reason.

### 11. Intellectual Property.

(a) **License to Marks; Restrictions.** The term "**Uber Marks**" shall mean the trademarks identified as Uber Marks in Exhibit 2. The term "**Agency Marks**" shall mean the trademarks identified as Agency Marks in Exhibit 2. The term "**Territory**" shall mean the territory identified in Exhibit 2.

(i) Uber hereby grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber's prior written consent. All goodwill related to Agency's use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency hereby grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency's prior written consent. All goodwill related to Uber's use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the "**Design Guidelines**"). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks. Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(c) **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that Agency provide Uber all of Agency's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with an Uber Voucher) that include the Uber Marks (collectively, the "**Records**"). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber's request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users and take any additional

measures afforded to it by law or under the Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement.

**12. Confidentiality.**

(a) **Definition of Confidentiality.** The term "Confidential Information" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in the California Public Records Act or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber ten (10) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to an Uber Voucher or the Uber Services utilized by a rider in connection with this Agreement, Agency shall immediately notify and return it to Uber (and shall cause its employees or agents to do the same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

(e) **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

**13. Privacy and Data Security.**

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at [www.uber.com/legal/privacy](http://www.uber.com/legal/privacy), as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

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(b) **Security.** Uber and Agency agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

**14. Contract Amendment.** All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

**15. Insurance.** Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

(a) Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of two million dollars (US\$2,000,000) per occurrence and four million dollars (US\$4,000,000) in the aggregate for bodily injury and property damage.

(b) Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

(c) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

(d) The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

(e) Upon Agency's reasonable request from time to time, Uber shall furnish Agency with a certificate of insurance showing coverage as set forth herein. Agency and its elected and appointed officials, officers, employees and agents shall be covered as an additional insured on the auto and general liability policies.

**16. Warranties; Disclaimer; Ownership.**

(a) **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (a) as it relates to Agency's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion and any other form of communications regarding the Uber Vouchers, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (b) Agency is responsible for the full cost of all Uber Vouchers used, whether Single Codes or Individualized Codes, and whether or not used as intended by Agency Users or others; and (c) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies, including but not limited to not engaging in the following prohibited behaviors and uses: (i) using Uber to commit a crime, (ii) riders carrying firearms, and (iii) using Uber to facilitate nuisance, annoyance, inconvenience, property damage, or violations of state or federal law or regulation. Agency further represents and warrants that Agency has

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obtained or will obtain rights, permission and legally adequate consent from Agency Users before any Uber Vouchers are issued: (a) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (b) for Uber to provide Agency with detailed trip information for the Uber Voucher that an Agency User has charged to Agency's program.

(c) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP AND UBER VOUCHERS "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, UBER APP AND UBER VOUCHERS WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE, UBER APP, OR UBER VOUCHERS WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE, THE UBER APP, OR UBER VOUCHERS, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

(d) **Ownership.** Agency agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

### 17. Indemnification.

(a) Each party ("**Indemnifying Party**") will indemnify, defend and hold harmless the other party ("**Indemnified Party**"), its directors, elected officials, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, Agency, as an Indemnifying Party, will indemnify, defend and hold harmless Uber, as an Indemnified Party, its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to Agency's use and distribution of the Uber Vouchers, including but not limited to Agency's marketing, advertising, promoting, communicating, or delivering the Uber Voucher to Agency Users in any manner in any media. This means that if Agency Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, Agency shall indemnify Uber for any claims made by such Agency Users.

(c) The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

**18. Limits of Liability.** OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON

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CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

### 19. Conflicts of Interest and Non-Competitive Practices

(a) **Conflict of Interest.** By entering into this Agreement, Uber acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) **Disclosure of Current and Former Agency Employees -** To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

**20. Nondiscrimination.** During the term of this agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

**21. General.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of San Francisco, California or the United States District Court for the Northern District of California in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

**If to Uber:** Uber Technologies Inc.  
1515 3rd Street  
San Francisco, CA 94158  
Attention: Legal - Transactions  
Email: [transit-legal-us@uber.com](mailto:transit-legal-us@uber.com)

**If to Agency:** The City of West Covina  
1444 W Garvey Ave S  
West Covina, CA 91790  
Attention: Kelly McDonald  
Email: [kmcdonald@westcovina.org](mailto:kmcdonald@westcovina.org)

(c) **Survival.** Accrued and outstanding payment obligations shall survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

(g) **Attorney's Fees.** In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(i) **Independent Contractor.** Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

**22. Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

## ATTACHMENT NO. 1

- (a) **“Active Account”** means an account of an Agency Uber that has: (i) been installed or accessed through the Uber App on a compatible mobile device, (ii) registered for and maintained during the Term an active personal user account for the Uber Service, which registration requires the entry of certain personally identifiable information and a personal credit card number, and (iii) confirmed the mobile number provided during the Uber App registration process.
- (b) **“Affiliate”** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up
- (c) **“Agency Personal Data”** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.
- (d) **“Agency User”** shall mean an individual that receives one or more Uber Vouchers.
- (e) **“End User Terms”** shall mean the terms and conditions applicable to all users of the Uber Service, available at [www.uber.com/legal](http://www.uber.com/legal), as may be updated by Uber from time to time.
- (f) **“Federal Appropriated Funds”** means assistance from a Federal executive agency that non-Federal entities receive or administer in the form of grants, loans, contracts, loan guarantees, property, cooperative agreements, direct appropriations, or other arrangement by which a Federal agency provides or otherwise makes available direct assistance, but does not include a tax credit, deduction, or exemption.
- (g) **“Personal Data”** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual’s name together with: (a) request time and date, (b) drop-off time and date, (c) pick-up and drop-off address, (d) trip route, (e) distance, (f) duration, (g) fare amount, (h) service type, (i) trip ID, (j) expense memo, or (k) any other data that may otherwise be considered personal data.
- (h) **“Program”** means an event or series of events for which Agency wants to provide Agency Users with an Uber Voucher in order to travel to or from the event using Uber Services.
- (i) **“Redemption Value”** shall mean the maximum amount for which an Uber Voucher, whether issued under a Single Code or an Individualized Code, may be utilized by an Agency User to receive a discount on Uber Services under this Agreement.
- (j) **“Uber App”** shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.
- (k) **“Uber Rider”** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.
- (l) **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, “Dashboard Data” shall constitute Uber Personal Data.
- (m) **“Uber Services”** or **“Services”** shall mean Uber’s technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.
- (n) **“Uber Voucher”** means a discount code generated and paid for by Agency that, when validly applied, allows an individual with an Active Account to receive a partial or full payment of Utilization Charges for Uber Services up to the amount of the applicable Redemption Value, subject to (i) any utilization requirements and limitations established by Agency, (ii) the terms of this Agreement, and (iii) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

(o) **“Utilization Amount”** means the exact dollar amount of an Uber Voucher an Agency User utilized to access Uber Services.

\*\*\*\*\*

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

**UBER TECHNOLOGIES, INC.**

**THE CITY OF WEST COVINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT 1

Scope of Work	
Name of program	Move WC
Location of services	West Covina, CA
Background / Purpose	Dial a ride program for residents aged 65 and over
Scope / Objective	To provide vouchers that may be redeemed on only UberX trips. Vouchers may be redeemed on up to 4 rides per day;
Program budget	\$50,000
Deliverables	
Program start date	October 15, 2022
Period of performance	6 months from start date
Products	<input checked="" type="checkbox"/> Uber Vouchers
Geographic restrictions <i>Please note for all geographic restrictions the agency should be prepared to provide Uber with a shapefile in KML or GeoJSON format.</i>	Service area – Within City limit for all rides, and 3 miles outside for medical appointments
Days of operation	Operating hours: 24/7 for app users and restricted to call center hours for call-ins, unless booked in advance
Hours of operation	Operating hours: 24/7 for app users and restricted to call center hours for call-ins, unless booked in advance
Subsidy level per trip	Any cost beyond the \$3 paid by the rider up to \$20 total for the trip
Agency Fare	\$3 per ride
Subsidy allowance per person	Subsidy redeemable on up to 4 rides per day
Program distribution	<input checked="" type="checkbox"/> Email from agency

	<input type="checkbox"/> Email from Uber  <input type="checkbox"/> Agency website or blog post  <input type="checkbox"/> Uber website or blog post  <input type="checkbox"/> Agency print media at eligible transit stops  <input type="checkbox"/> Physical mailer  <input type="checkbox"/> Special Eligibility Requirements (go to next section)  <input type="checkbox"/> Other: _____
<b>Reporting</b>	
<b>Data reporting</b>	<input checked="" type="checkbox"/> Uber Dashboard Access  <input checked="" type="checkbox"/> Per Trip  <input checked="" type="checkbox"/> Date  <input checked="" type="checkbox"/> Trip origin & destination to information  <input checked="" type="checkbox"/> ATA  <input checked="" type="checkbox"/> Trip distance  <input checked="" type="checkbox"/> Trip duration  <input type="checkbox"/> Other: Other General FTA reporting requirements _____  Monthly Invoice  <input checked="" type="checkbox"/> Total trips  <input checked="" type="checkbox"/> Missed trips (i.e., requested but not fulfilled)  <input type="checkbox"/> Other: _____

## Exhibit 2

## Trademarks and Territory

## Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States



## Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
West Covina	Word mark	United States
	Logo	United States



## UBER CENTRAL AGREEMENT

This Uber Central Agreement (the “**Agreement**”) is entered into as of the last signature date set forth below (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, located at 1515 3rd Street, San Francisco, CA 94158 (“**Uber**”) and **CITY OF WEST COVINA**, located at 1444 W. Garvey Ave. S., West Covina, CA 91790 (“**Entity**”).

This Agreement sets forth the terms for establishing Entity’s Uber Central account (“**Account**”), its access to the Uber Dashboard, and for other activities required for Entity to utilize the Account. Entity agrees to work with Uber to establish an Account pursuant to: (1) the Uber for Business Dashboard terms and conditions available at <https://www.uber.com/legal/business/dashboard/en-US/> (the “**Dashboard Terms**”), except Section 9.2(i) of such Dashboard Terms, as may be updated from time to time; and (2) the Uber for Business Product Addendum - Central available at <https://www.uber.com/legal/business/ubercentral/en-US/>, which will govern the Account functionality related to Uber Central. Uber and Entity agree that the following terms of the Product Addendum shall not apply to this Agreement: Section 3 Uber Connect Terms, Section 4.1(a) Services Fees and User Charges, and Section 7.2 warranties concerning food health and safety. The Dashboard Terms and the Product Addendum shall collectively be referred to as the “**U4B Terms**”. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the U4B Terms. In the event of a conflict between this Agreement and the U4B Terms, this Agreement shall prevail.

In addition to the rights and obligations set out in the U4B Terms, Uber and Entity hereby agree to the following elements in connection with the administration and utilization of Uber Central:

## Section 1. Uber Central Program Details:

<b>Collaborative Goals</b>	<ol style="list-style-type: none"> <li>1. Cost Savings - decrease overall Entity spend on ground transportation solutions by utilizing Uber and shifting applicable category spend to Uber</li> <li>2. Operations - Improve the convenience and cost-effectiveness of transportation offered to Entity users by using Uber Central to request rides</li> <li>3. Customer Experience - Enable Entity to offer new customer experiences, benefits and programs.</li> </ol>
<b>Collaborative Targets</b>	<p>Entity will work in good faith to meet the following goals; provided, however, if Entity does not meet the following goals it will not be deemed a breach of this Agreement:</p> <ol style="list-style-type: none"> <li>1. Launch Date – <b>October 15, 2022</b></li> <li>2. Annual Spend Target – <b>\$50,000 for six month period for pilot.</b></li> <li>3. Active Location Target – <b>Within West Covina City limits or exceptions beyond West Covina City limits if ride is for medical reasons.</b></li> </ol>
<b>Uber Central Enterprise Services</b>	<p>Uber will provide the following in connection with the Uber for Business relationship:</p> <ol style="list-style-type: none"> <li>1. <b>Policy Support</b> <ol style="list-style-type: none"> <li>a. Uber agrees to work directly with Entity’s team on adapting Entity policies to include Uber as a preferred option for ground transportation.</li> </ol> </li> <li>2. <b>Enhanced User Experience</b> <ol style="list-style-type: none"> <li>a. Access to centralized dispatch dashboard (central.uber.com)</li> <li>b. In-ride visibility (as available)</li> <li>c. 24/7, Global Support</li> </ol> </li> <li>3. <b>Custom Onboarding &amp; Education</b> <ol style="list-style-type: none"> <li>a. Uber agrees to work with Entity on creating and executing an implementation plan to onboard and educate riders about Uber Central.</li> <li>b. Uber agrees to create marketing materials to support Uber Central program success, if needed.</li> <li>c. Dedicated onboarding specialist assigned to Entity.</li> </ol> </li> </ol>

	<p><b>4. Access to use the Uber Central Platform</b></p> <ul style="list-style-type: none"> <li>a. <u>Detailed In-Dashboard data</u> - rich trip data on all Entity Uber rides.</li> <li>b. <u>User administration</u> - quickly add or remove authorized users to your Entity account.</li> <li>c. <u>Monthly Billing</u> – bill projects and events by the month.</li> <li>d. <u>Trip Search</u> – ability to filter and manage trips from within the company dashboard.</li> <li>e. <u>Detailed Reporting</u> – enhanced detailed reporting and strategy reports.</li> <li>f. <u>Preferred partner</u> - early access to all new Uber Central features.</li> <li>g. <u>Lifetime Trip History</u> – access to a lifetime view of Entity Uber business trips.</li> <li>h. <u>Data export</u> – export trips from the dashboard via CSV.</li> </ul>
<b>Insurance</b>	<p>Each party agrees to maintain the following insurance coverage during the term of this Agreement:</p> <ul style="list-style-type: none"> <li>1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with limits of not less than two million dollars (US\$2,000,000) per occurrence and four million dollars (US\$4,000,000) in the aggregate for bodily injury and property damage.</li> <li>2. Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).</li> <li>3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage with limits of not less than one million dollars (US\$1,000,000) each accident combined single limit.</li> </ul>
<b>Marketing</b>	<p>Subject to Entity's prior review and approval, Entity hereby grants Uber a worldwide, irrevocable, non-transferable, royalty-free license to use Entity's name and logo identifying Entity as an Uber Central client. Subject to Entity's prior consent, which shall not be unreasonably withheld, conditioned or delayed, Uber may elect to identify Entity in future publications.</p>
<b>Term</b>	<p>The Term shall commence on the Effective Date and continue through six (6) months (the "<b>Initial Term</b>"), with the option to extend the Agreement for one (1) year renewal periods thereafter upon written agreement of the parties (each a "<b>Renewal Term</b>" and collectively with the Initial Term, the "<b>Term</b>"). The total Term shall not exceed five (5) years. Either party may terminate this Agreement by providing the other party with written notice at least thirty (30) calendar days before expiration of the Initial Term or any Renewal Term.</p>

**[Signature Page to follow]**

The Agreement, in its entirety, consists of this Agreement and the U4B Terms referenced herein and incorporated into this Agreement. An authorized representative of each party has caused this Agreement to be duly executed as of the Effective Date.

**UBER TECHNOLOGIES, INC.**

**ENTITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

# Sample Uber and Lyft Ride Rates

ATTACHMENT NO. 3

**RIDEGURU** Search RideGuru SIGN UP LOG IN MENU

RIDE FORUM NEWSROOM OFFERS

## Your Rideshare Questions, Answered

Uber help. Fare comparison. Trending topics.

Fare Comparison Search

Eastland Center, 2625 E Eastland Center Dr, West Covina, California, 91791

Bridgecreek, 3601 E Holt Ave, West Covina, California, 91791, United States

GET ESTIMATES

**OVERVIEW**  
1.3 mi 5 mins

Ride Type	Vehicle	Price
Uber	Uber Green	\$7
Uber	Uber X	\$7
Lyft	Lyft	\$8
Curb	Curb	\$10

11:13 AM 6/27/2022

**RIDEGURU** Search RideGuru SIGN UP LOG IN MENU

RIDE FORUM NEWSROOM OFFERS

## Your Rideshare Questions, Answered

Uber help. Fare comparison. Trending topics.

Fare Comparison Search

Plaza West Covina, 112 Plaza Dr, West Covina, California, 91790, United States

Shadow Oak Park, West Covina, California, 91792, United States of America


GET ESTIMATES

**OVERVIEW**  
5.1 mi 17 mins

Ride Type	Vehicle	Price
Uber	Uber Green	\$13
Uber	Uber X	\$13
Lyft	Lyft	\$14
Curb	Curb	\$25

8:26 AM 6/14/2022

# Sample Uber and Lyft Ride Rates

 RIDEGURU

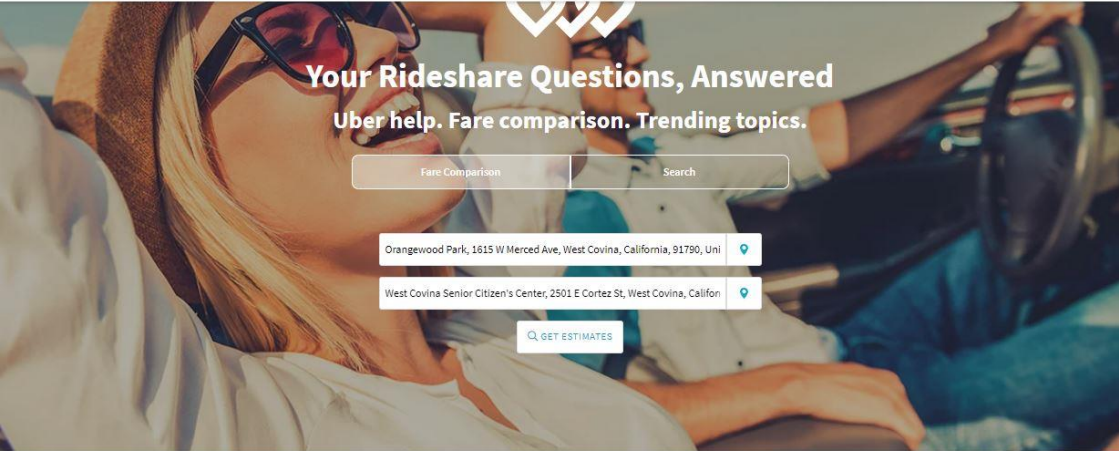
Search RideGuru

SIGN UP

LOG IN

MENU

RIDEFORUMNEWSROOMOFFERS



## Your Rideshare Questions, Answered

Uber help. Fare comparison. Trending topics.

Fare ComparisonSearch

Orangewood Park, 1615 W Merced Ave, West Covina, California, 91790, Uni

West Covina Senior Citizen's Center, 2501 E Cortez St, West Covina, Californ

GET ESTIMATES

OVERVIEW  
5.5 mi 11 mins

SedanSUVBook Ahead

Uber Green \$11.01

UberX \$11.01

Lyft \$10.00

UberXL

Lyft XL

Curb \$24.00

Uber Select \$24.80

Lyft Lux \$25.00

Uber Black \$24.87

Lyft Lux Black \$25.82

Carmel \$47.00

Carmel SUV

Lyft Lux Black XL

Uber Green

Electric Vehicle • 4 people

\$12

Info & breakdown Discuss

Uber X

Advance Booking Available • 4 people

\$12

Info & breakdown Discuss

Lyft

Advance Booking Available • 4 people

\$13

Info & breakdown Discuss

Curb

Traditional Taxi Cab • 4 people

\$24

SIGN UP FOR CURB HERE AND GET \$5 OFF

Info & breakdown Discuss

Type here to search

5:34 PM  
6/14/2022



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 20, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT:** TRANSIT SERVICE EVALUATION

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### RECOMMENDATION:

It is recommended that the City Council provide direction relative to a preferred transit service package.

### BACKGROUND:

The City provides a fixed route shuttle and a demand response Dial-a-Ride service. Both services are experiencing a decline in overall ridership and, for that reason, the City is exploring opportunities to improve overall transit services. Transportation services are being provided through the City's contractor, MV Transportation, while the City completes the evaluation of transit services.

Prior to pursuing alternatives to transit services and/or a Request for Proposals (RFP) to utilize a contractor on a more long-term basis, the City is in the process of evaluating the City's ridership trends and transit demands to identify the best model of service delivery to meet the needs of the community. This information will then be used for a future RFP for transportation services if necessary. The City contracted with IBI Group ("IBI") to conduct the evaluation.

IBI has been meeting with staff and collecting information relative to existing conditions. IBI has reached out to MV Transportation and Foothill Transit to obtain transportation data on bus lines/ridership. IBI, City staff and Foothill Transit have also met to discuss opportunities for collaboration or partnerships in increasing transit services to our residents.

IBI also conducted a community survey to assess the current transit systems and ridership/usage in the Spring of 2022, obtaining 549 responses. The survey was marketed through the City's website and social media handles, and post cards (with the link and QR Code) were distributed on transit vehicles (GoWest Shuttle and dial-a-ride), delivered with the senior meals, provided to the EDD Office, and available at City facilities including front counters at City Hall. IBI conducted in-person surveying at locations including Plaza West Covina, the Farmer's Market, and Emanate Health - Queen of the Valley Hospital, as well as City events (Tree Lighting Ceremony and Christmas Parade). In addition, two community meetings were conducted (one virtually and one in-person) on Wednesday, February 9, 2022. IBI shared alternative models for transit service delivery and received input from attendees. The presentation has been available on the City's website. The alternatives developed seek to provide improved transit service through reconfiguration of routes or delivery altogether, removing redundancy/overlap, better connection to Foothill and Metro services, and convenience.

## DISCUSSION:

At the May 3, 2022 City Council meeting, IBI presented the alternatives. At tonight's meeting, IBI will present a menu of alternatives refined by the City Council's discussion at the May 3, 2022 Council meeting.

Having conducted an analysis of existing conditions - including current services, ridership, estimated available funding, connections to regional providers - as well as reviewing feedback received through community meetings, online and in-person surveys, IBI has developed three alternative options with varying combinations of service options to address the transit needs of the community. The presentation to the City Council includes information on current ridership on the GoWest Shuttles, including the most frequent stops and peak hours, as well as more detailed information on the three (3) options. (Please see Attachment No. 1.) The following is a summary of the three (3) options:

	<b>Option 1 - Realignment of Shuttle Lines</b>	<b>Option 2 - Hybrid Shuttle &amp; Microtransit (Portion of City)</b>	<b>Option 3 - Citywide Microtransit</b>
<b>Go West Shuttle Lines</b>	Red Line - Combines Blue & Red into 1 route Green Line - Restructured and coordinated with Foothill Line 178	Combines existing Blue & Red Lines into one route	Not Included
<b>Dial-a-Ride</b>	Maintain current level of service (disabilities and senior citizens)	Expanded weekday evening and weekend services hours	Same as Option 2
<b>Microtransit</b>	Not Included	Portion of City - Replaces Green Line with Microtransit (south of Cameron Avenue and east of Glendora Avenue to the City limits)	Citywide - Weekdays and weekends, including evening service
<b>Weekender Downtown Shuttle</b>	Operates on Friday night, Saturday & Sunday Frequent service connecting Civic Center, West Covina Plaza, Lakes Mall, & South Glendora Avenue	Same as Option 1	Not Included
<b>Custom Services</b>	Remote parking shuttles for festivals and community events	Same	Same
<b>ESTIMATED TOTAL COST</b>	<b>\$1,577,000</b>	<b>\$1,594,000</b>	<b>\$1,707,500</b>

The microtransit in Options 2 and 3 Microtransit refers not only to a potential partnership with a rideshare company like Uber or Lyft, but also the option for either City or contractor-operated vehicles that provide similar curb-to-curb services, similar to the Metro Microtransit program operating in eight (8) zones in Los Angeles County (West Covina is not included in any zone).

The City will need to continue to provide dial-a-ride services regardless of the option selected in order to meet nondiscrimination requirements of Title VI of the Civil Rights Act of 1964 and the Americans with

Disabilities Act of 1990, ensuring equal access to public services. As rideshare service companies cannot guarantee availability of ADA vehicles, the City will still need to contract with a provider for that service. In addition, rideshare service companies have restrictions on age limits for riders. Riders must be at least the age of eighteen (18) to ride without an adult. This would impact the high ridership group of high school students currently using transit services.

To get community feedback relative to the three (3) options, staff posted an online survey, conducted a virtual town hall, and reached out to the local school districts.

### **Survey**

An online survey began on July 27, 2022. The survey was promoted at the two final Summer Concerts, the Film Festival, the shuttle and dial-a-ride vehicles, as well as the City website and social media channels. Thirty-nine (39) participants have taken the survey. Twenty (20) of twenty-eight (28) respondents favored Option 1 to realign the shuttle routes. A summary of the responses through September 12th is attached (Attachment No. 2).

In the prior survey done between November 1, 2021 and January 24, 2022, which collected 549 responses, an on-demand ride hailing services was the improvement most respondents expressed a desire to see. A summary of the responses is attached (Attachment No. 3).

### **Virtual Town Hall**

A virtual town hall meeting was held on August 18th to review the alternatives, answer questions, and receive feedback. In addition to representatives from the City, IBI, MV, and Uber, seven residents participated in the meeting. Feedback included:

- Concerns for safety;
- Concerns for service and outreach to high schools;
- Reluctance of elderly to use an app-based service;
- Preference for the consistency of a fixed route;
- Concern that due to low ridership may not increase with a change in service delivery;
- Desire for evening weekend service;
- Desire of shuttles during peak times and city-wide microtransit during evenings and weekends.

### **School Districts**

Staff reached out to the local districts for help in distributing a survey among the student body of the high schools, as well as to discuss transit needs of students. Staff met with West Covina Unified representative Sergio Carias on August 24th and with Covina-Valley Unified Superintendent Elizabeth Eminihizer on August 25th. Both were open to promoting the survey links to students. Key information from the representatives is as follows.

#### ***West Covina Unified***

- The proposed elimination/realignment of the Blue Line misses the northwest portion of the City that is served by the current alignment.
- Shuttle service is preferred to a micro transit service, due to the impact additional vehicles would have on the busy arrival and departure traffic around West Covina High.
- Interest expressed in a shuttle to Baldwin Park Metro Station for faculty and other local employers.

#### ***Covina Valley Unified***

- The realignment of the shuttle lines misses Covina High and South Hill High.
- The current Red Line alignment services Covina High.
- Requested the City consider modifying the current Green Line alignment to come east from Citrus to Barranca to incorporate South Hills High into the route.

### **Ridership Summary Data**

Since mid-March 2022, MV Transportation has been providing daily trip sheets from drivers on each of the lines. The sheets indicate the number of riders getting on and off at each stop along the route by hourly trip. Attachment No. 4 shows summary graphics of ridership for each line for April through June 2022. The most frequented stops are shown below.

- Red: Plaza West Covina, Workman/Azusa, Senior Center
- Blue: Plaza West Covina, Lark Ellen/Cameron (WCHS & Cameron Center), Orange/Badillo
- Green (South): Azusa/Amar, La Puente/Nogales (RHS), Sentous/Hollingsworth
- Green (North): La Pente/Nogales (RHS); Azusa/Amar; Target; Amar/Temple

The City's Fiscal Year 2022-23 budget for transit services is approximately \$1.68 million. The estimated costs of the proposed packages are approximately \$1.8 million. Through re-prioritization of transportation activities, sufficient funding is anticipated to be available to cover this difference.

Staff is seeking direction in regard to a preferred transit option for West Covina, as this will allow staff and IBI to further refine details for the selection option and prepare a final report. The final report will include an implementation plan and project launch schedule specific to the option selected by the City Council. Based on direction provided at tonight's City Council meeting, staff hopes to present the final report in October. A procurement process for desired services would follow.

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

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### Fiscal Impact

#### FISCAL IMPACT:

The City's transit services have been funded by Metro Proposition C and Measure R local return funds. Below is the City's FY2022-23 budget, approved by Metro.

Project Name	Metro Budget		
	Proposition C	Measure R	Total
West Covina Shuttle (Fixed Route)	\$290,500	\$193,200	\$483,700
West Covina Shuttle - Green Line Supplemental	\$484,000	0	\$484,000
Elderly and Disabled Dial-A-Ride	\$530,500		\$530,000
Dial-A-Ride - Uber		\$100,000	\$100,000
Custom Services	\$80,000		\$80,000
<b>Total</b>	<b>\$1,385,000</b>	<b>\$293,200</b>	<b>\$1,678,200</b>

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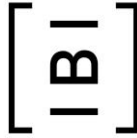
### Attachments

- Attachment No. 1 - Transit Improvement Options PowerPoint  
Attachment No. 2 - Summary of Survey Responses through 09-12-2022  
Attachment No. 3 - Summary of Community Survey Responses  
Attachment No. 4 - Ridership Summary by Line - April-June 2022

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

# Transit Improvement Options

City of West Covina



Defining the cities of tomorrow  
[ibigroup.com](http://ibigroup.com)

September 2022

## BACKGROUND – CURRENT CONDITIONS

	Blue Line	Red Line	Green Line (North Bound)	Green Line (South Bound)
Average Monthly Ridership April – June 2022	288	294	856	1,072
Average Daily Ridership April – June 2022	14	14	40	51
Average boardings per trip April – June 2022	1.5	1.3	1.6	2.1

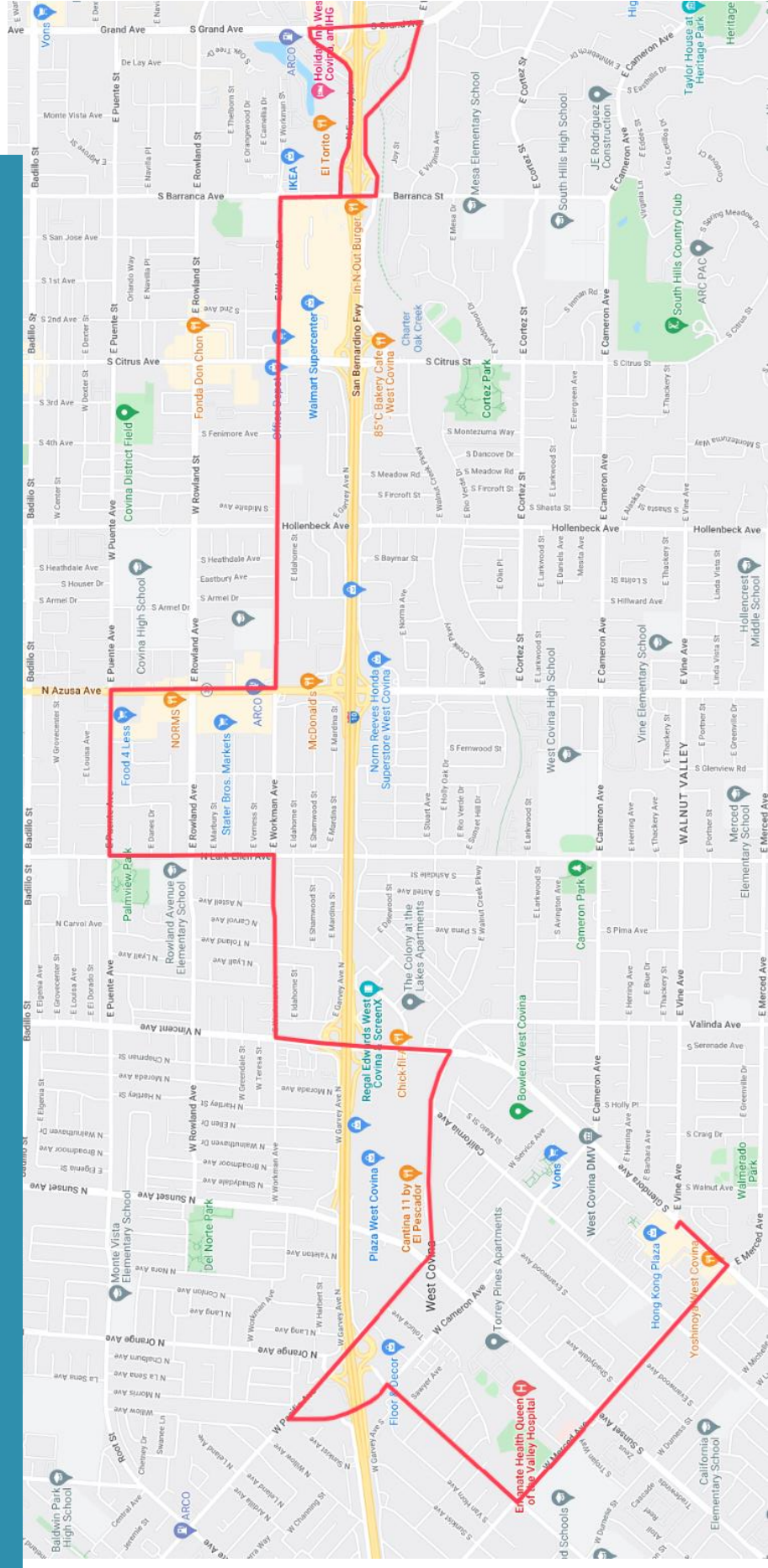
## BACKGROUND – CURRENT CONDITIONS

	Blue Line	Red Line	Green Line (North Bound)	Green Line (South Bound)
Most Used Stops	On - Lark Ellen / Cameron  Off - Badillo / Orange	On - Azusa / Workman  Off - Macys (Azusa/Workman )	On - Nogales / La Puente  Off - Azusa / Amar	On - Azusa / Amar  Off - Nogales / La Puente
Peak Hours	2:24 pm	10:11 am	3:00 pm (1:00 pm June)	7:00 am

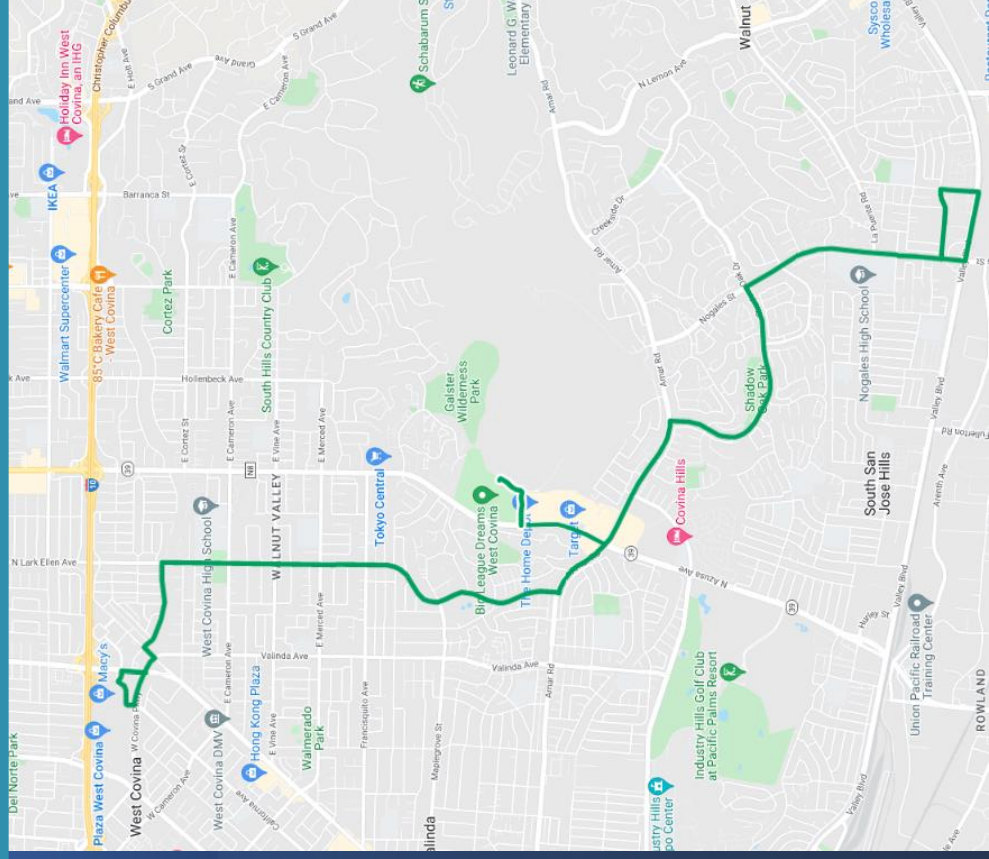
## COST OF SERVICE OPTIONS

	Option 1 Realignment of Shuttle Lines	Option 2 Hybrid Shuttle & Microtransit (Portion of the City)	Option 3 Citywide Microtransit
<b>Go West Shuttle Lines</b>	Red Line - Combines Blue & Red into 1 route	Combines existing Blue & Red Lines into one route	Not Included
<b>Dial-a-Ride</b>	Maintain current level of service (disabilities and senior citizens)	Expanded weekday evening and weekend service hours	Same as Option 2
<b>Microtransit</b>	Not Included	Portion of City - Replaces Green Line with Microtransit (south of Cameron Avenue and east of Glendora Avenue to the City limits)	Citywide - Weekdays and weekends, including evening service
<b>Weekender Downtown Shuttle</b>	Operates on Friday night, Saturday & Sunday Frequent service connecting Civic Center, West Covina Plaza, Lakes Mall, & South Glendora Avenue	Same as Option 1	Not Included
<b>Custom Services</b>	Remote parking shuttles for festivals and community events		Same as Option 1

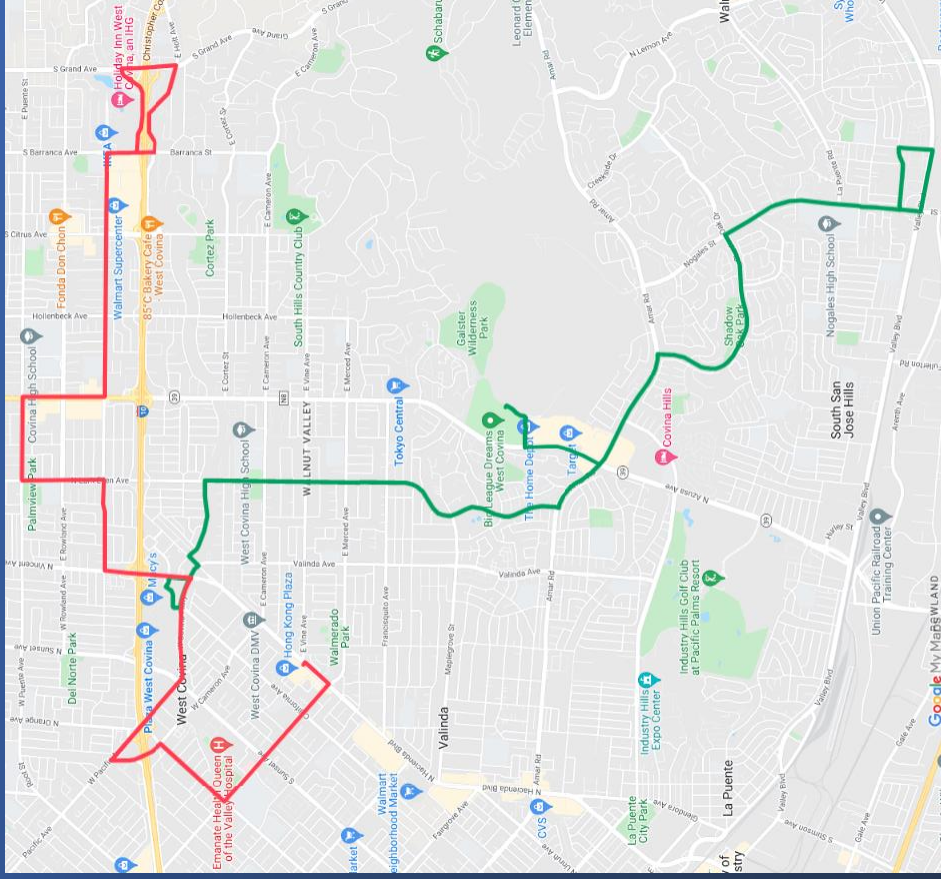
## OPTION 1: REALIGNMENT OF SHUTTLE LINES - NEW RED LINE



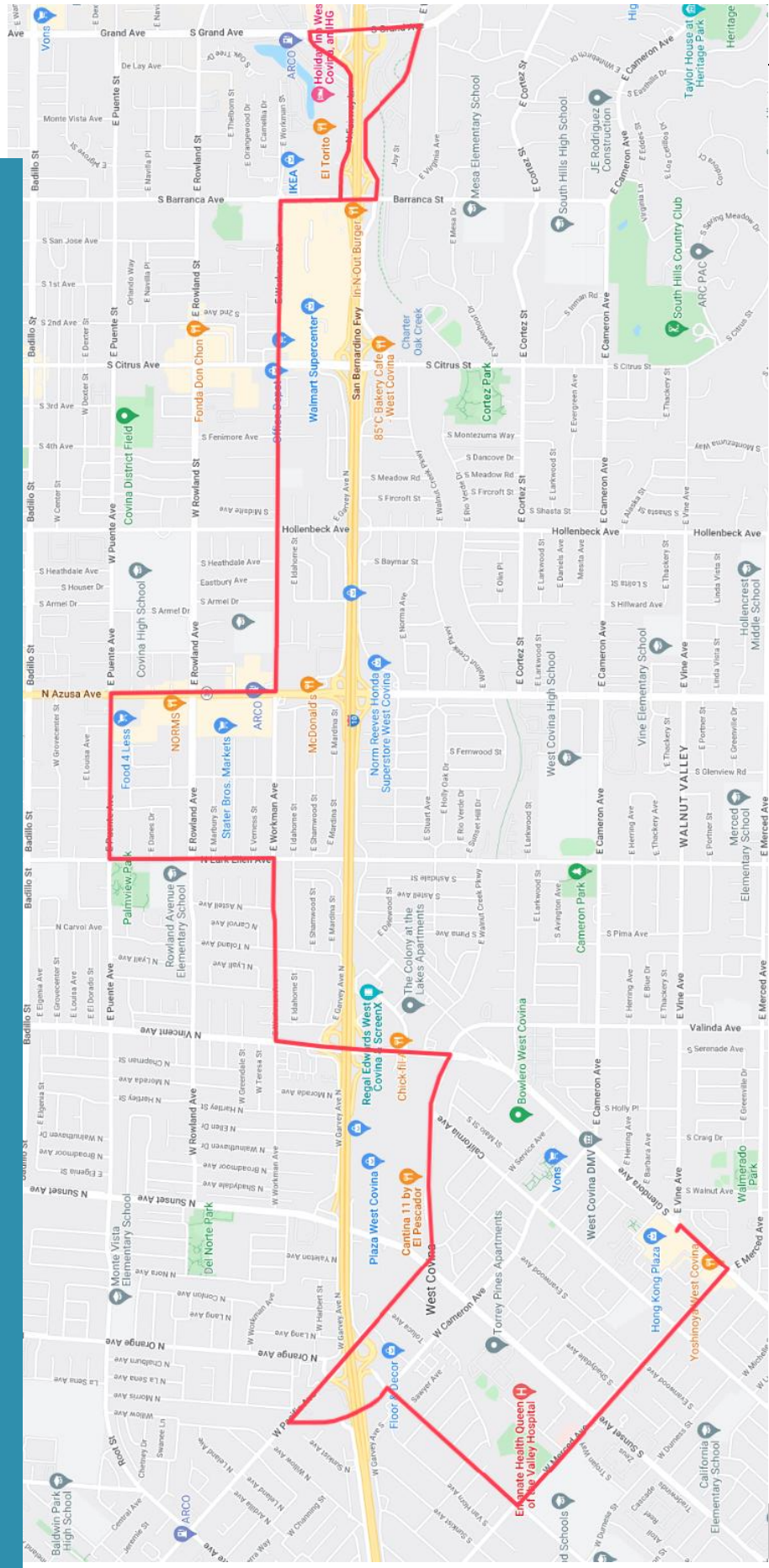
## OPTION 1: REALIGNMENT OF SHUTTLE LINES – NEW GREEN LINE



# OPTION 1: REALIGNMENT OF SHUTTLE LINES – NEW LINES COMBINED

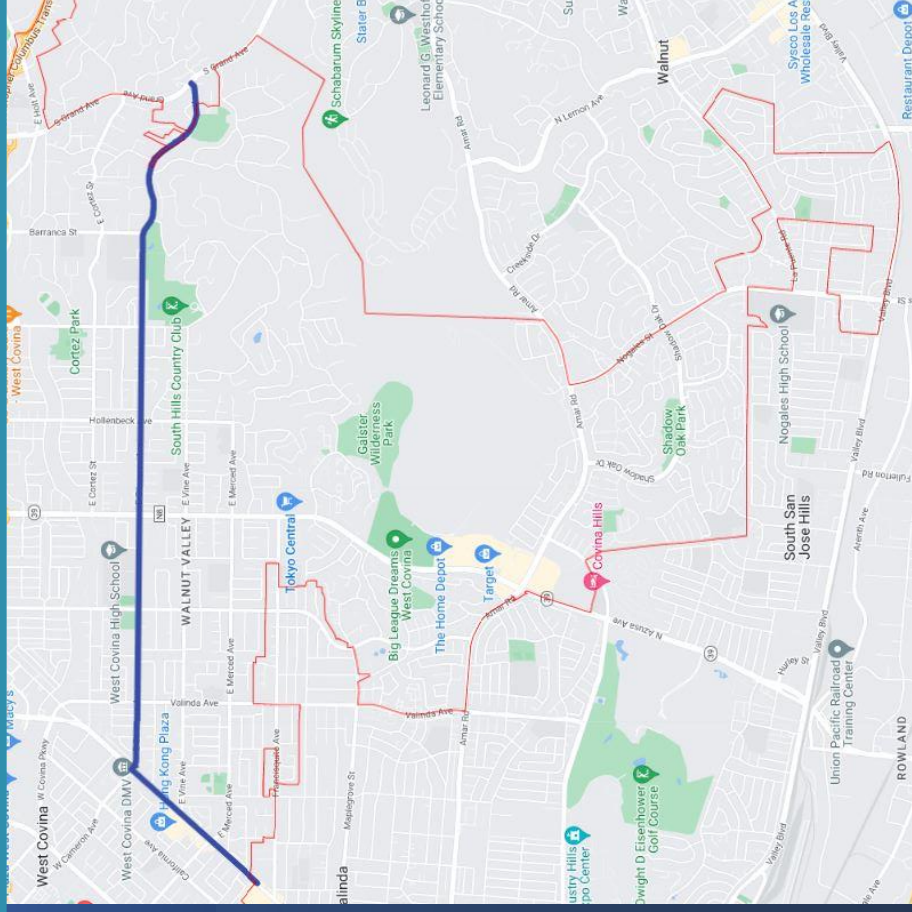


# OPTION 2: HYBRID - SHUTTLE + SOUTHSIDE MICRO TRANSIT - NEW RED LINE

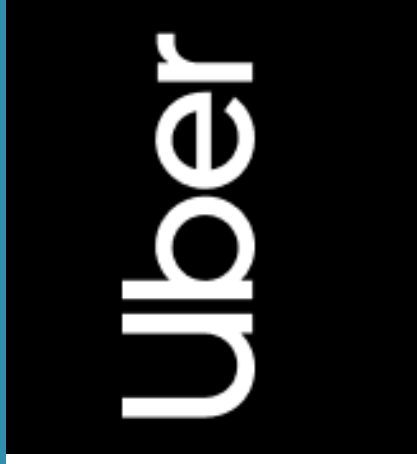




## OPTION 2: HYBRID - SOUTHSIDE MICRO TRANSIT - SERVICE AREA



OPTION 3: CITYWIDE MICRO TRANSIT



**Curb-to-curb service for eligible persons with disabilities and older adults; PLUS, user choice of travel via ADA paratransit or accessible e-hail service; and weekend service**

- Coverage: Citywide for most trip purposes  
Up to 5 miles outside the city for medical appointments
- Frequency: Advance reservation required
- Necessary to ensure equal access to public services  
Title VI of the Civil Rights Act of 1964 and  
Americans with Disabilities Act of 1990

Service	Option	Service Span
Dial-A-Ride	Option 1	Weekdays 6:30am – 7:00pm
		Sunday limited service
Dial-A-Ride Plus	Options 2 & 3	Weekdays 6:30am – 7:00pm
		Saturdays 6:30am – 7:00pm
		Sun/Hol. 8:00am – 6:00pm

### Frequent Downtown Shuttle service operating on Friday night, all day Saturday and Sunday

- Key Destinations: Civic Center – West Covina Parkway, Lakes Mall, South Glendora Avenue to Hong Kong Plaza
- Frequency: 15-20 minutes
- Span:
  - Friday 4:00pm – 10:00pm
  - Saturday 9:00am – 10:00pm
  - Sunday 9:00am – 7:00pm



**Provide transportation supporting community and economic development objectives**

- ✓ Remote parking shuttles
  - Spring Festival
  - July 4<sup>th</sup> Celebration
  - Farmer's market
- ✓ Sportsplex events shuttle services
- ✓ Community / Retail promotional events
  - Summer concert series
  - Music Under the Stars
  - West Covina Film Festival
  - Cherry Blossom Festival
  - Festival of Frights
  - Children's Parade



## COST OF SERVICE OPTIONS

	Option 1 Realignment of Shuttle Lines	Option 2 Hybrid Shuttle & Microtransit (Portion of the City)	Option 3 Citywide Microtransit
<b>Go West Shuttle Lines</b>	Red Line - Combines Blue & Red into 1 route	Combines existing Blue & Red Lines into one route	Not Included
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<b>Microtransit</b>	Not Included	Portion of City - Replaces Green Line with Microtransit (south of Cameron Avenue and east of Glendora Avenue to the City limits)	Citywide - Weekdays and weekends, including evening service
<b>Weekender Downtown Shuttle</b>	Operates on Friday night, Saturday & Sunday Frequent service connecting Civic Center, West Covina Plaza, Lakes Mall, & South Glendora Avenue	Same as Option 1	Not Included
<b>Custom Services</b>	Remote parking shuttles for festivals and community events	Same as Option 1	Same as Option 1

# Questions? Discussion

# Transit Improvement Options

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City of West Covina



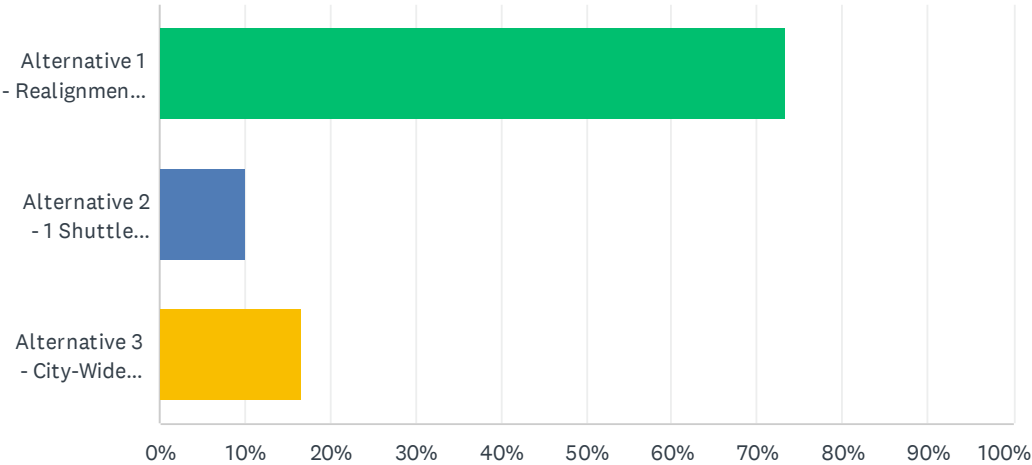
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# THANK YOU

Q1 Which of the following Transit Alternatives would you be most inclined to use?

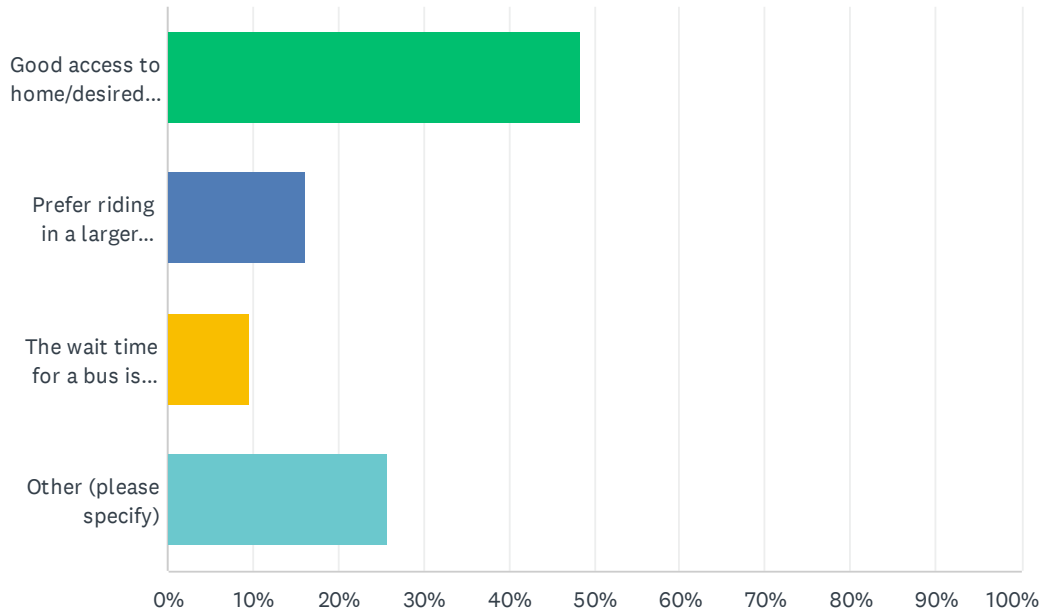
Answered: 30    Skipped: 9



ANSWER CHOICES	RESPONSES	
Alternative 1 - Realignment of Existing Shuttle Routes - 2 Shuttle Lines Green (North-South) & Red (East-West)	73.33%	22
Alternative 2 - 1 Shuttle Route (Northern Section of City) + On-Demand Micro Transit (South of Cameron Avenue)	10.00%	3
Alternative 3 - City-Wide On-Demand Micro Transit	16.67%	5
TOTAL		30

## Q2 What do you like about Alternative 1 - Realignment of the Shuttle Routes?

Answered: 31 Skipped: 8

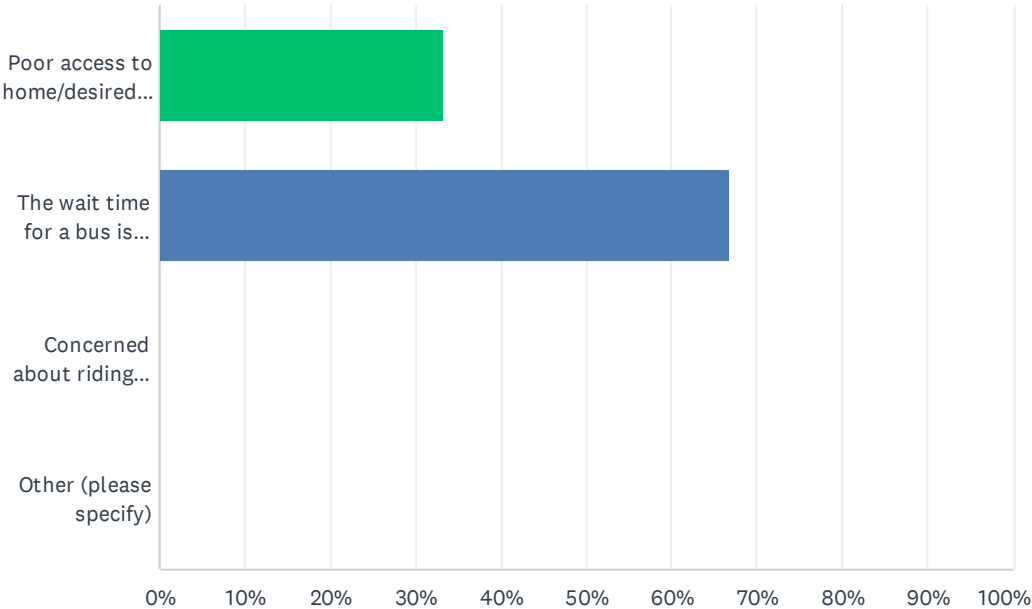


ANSWER CHOICES	RESPONSES	
Good access to home/desired destinations/connections to Foothill Lines	48.39%	15
Prefer riding in a larger vehicle	16.13%	5
The wait time for a bus is reasonable	9.68%	3
Other (please specify)	25.81%	8
<b>TOTAL</b>		<b>31</b>

#	OTHER (PLEASE SPECIFY)	DATE
1	I like it the way it is. Why change something that works and is not broken?	8/28/2022 9:30 AM
2	nothing	8/18/2022 6:10 PM
3	The routes should have a bus running Clock wise and counter clock	8/6/2022 12:02 PM
4	All of the above are good things.	8/5/2022 11:18 AM
5	I do not like this alternative route since it does not service the senior center.	8/4/2022 11:27 PM
6	Good access to my home, I feel safer in a larger vehicle, larger vehicles provided security and space to prevent contacting viruses like covid-19	8/4/2022 10:08 PM
7	Has good access to my home and my work, wait times are never late, I would prefer this route to stay	8/4/2022 10:00 PM
8	I would love to keep our Shuttle buses running & adding one that comes back in the same direction instead of us having to drive all the way around town	8/4/2022 12:02 PM

### Q3 What do you not like about Alternative 1 - Realignment of the Shuttle Routes?

Answered: 3    Skipped: 36

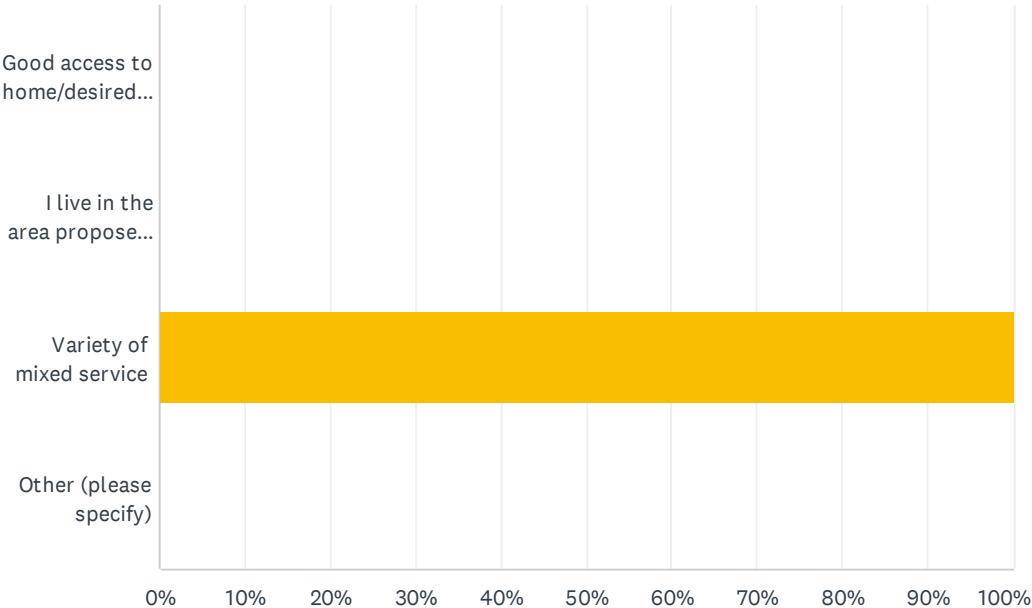


ANSWER CHOICES	RESPONSES	
Poor access to home/desired locations/connections to Foothill Lines	33.33%	1
The wait time for a bus is too long	66.67%	2
Concerned about riding with too many other people	0.00%	0
Other (please specify)	0.00%	0
TOTAL		3

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q4 What do you like about Alternative 2 - Shuttle Line North of Cameron + Micro Transit (Smaller vehicles, point-to-point, on-demand) South of Cameron?

Answered: 2 Skipped: 37

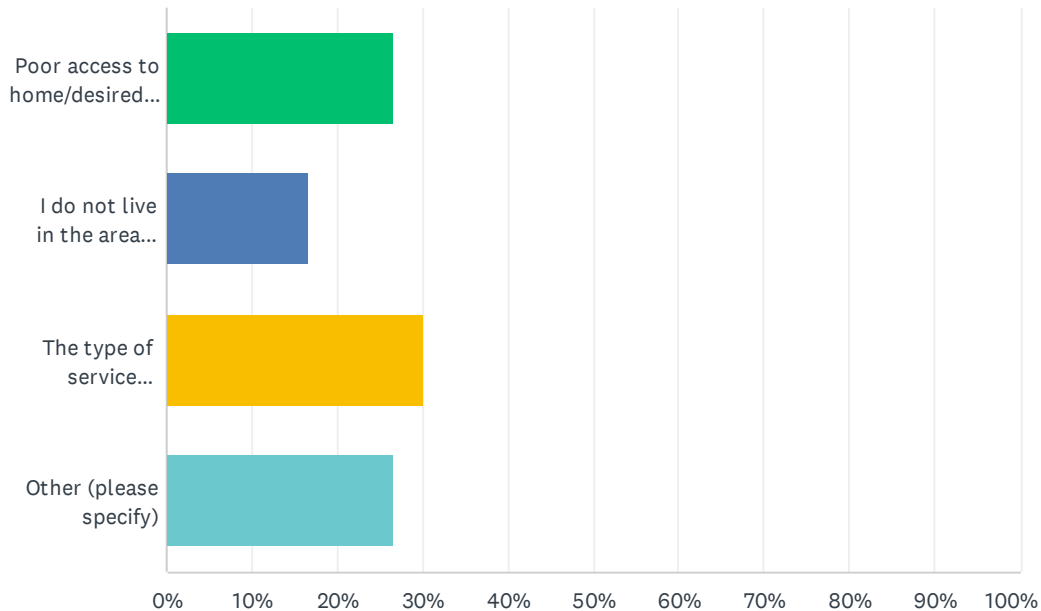


ANSWER CHOICES	RESPONSES	
Good access to home/desired locations/connections to Foothill Lines	0.00%	0
I live in the area proposed to be served by my preferred mode of transportation	0.00%	0
Variety of mixed service	100.00%	2
Other (please specify)	0.00%	0
TOTAL		2

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

## Q5 What do you not like about Alternative 2 - Shuttle Line North of Cameron + Micro Transit (Smaller vehicles, point-to-point, on-demand) South of Cameron?

Answered: 30 Skipped: 9



ANSWER CHOICES	RESPONSES	
Poor access to home/desired locations/connections to Foothill Lines	26.67%	8
I do not live in the area proposed to be served by my preferred mode of transportation	16.67%	5
The type of service available by area is confusing	30.00%	9
Other (please specify)	26.67%	8
<b>TOTAL</b>		<b>30</b>

#	OTHER (PLEASE SPECIFY)	DATE
1	Everything works out fine. Don't change anything.	8/28/2022 9:30 AM
2	Micro transit usually never shows up at my pickup location	8/26/2022 4:13 PM
3	nothing	8/18/2022 6:10 PM
4	The regular West Covina shuttle lines are much more convenient to my schedule, and area where I live.	8/5/2022 11:27 AM
5	To small, and to confusing to use, I prefer to stick to what I know will work and what im used to	8/4/2022 10:08 PM
6	I ride with more the 10 people	8/4/2022 1:01 PM
7	I love the shuttle service we have.	8/3/2022 2:50 PM
8	I don't like not having a consistent line in South Side. I already feel cut off in many ways	8/2/2022 12:21 PM

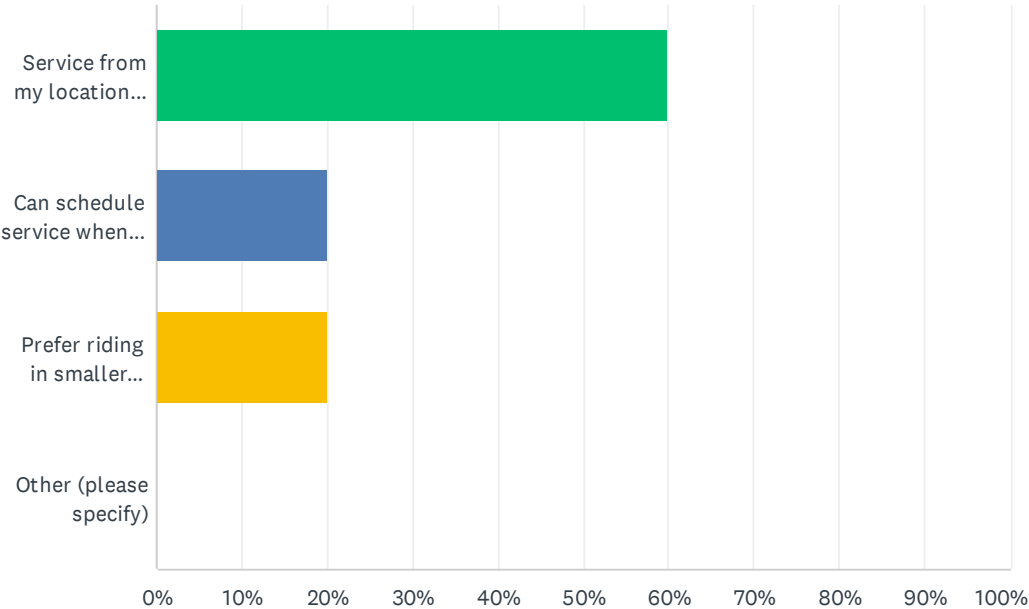
## City of West Covina - Transit Alternatives

transportation wise as is. But I feel nervous about having to rely on micro transit. Will there be enough for our needs? Also, the cost. I would already pay 1.50 or so for Foothill to take a 5 minute bus ride. Why would I use something that might cost the same or more for such a short distance? I would rather walk. Although many sidewalks aren't too stroller friendly.

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Q6 What do you like about Alternative 3 - Micro Transit (Smaller vehicles, point-to-point, on-demand) City-Wide Service?

Answered: 5 Skipped: 34

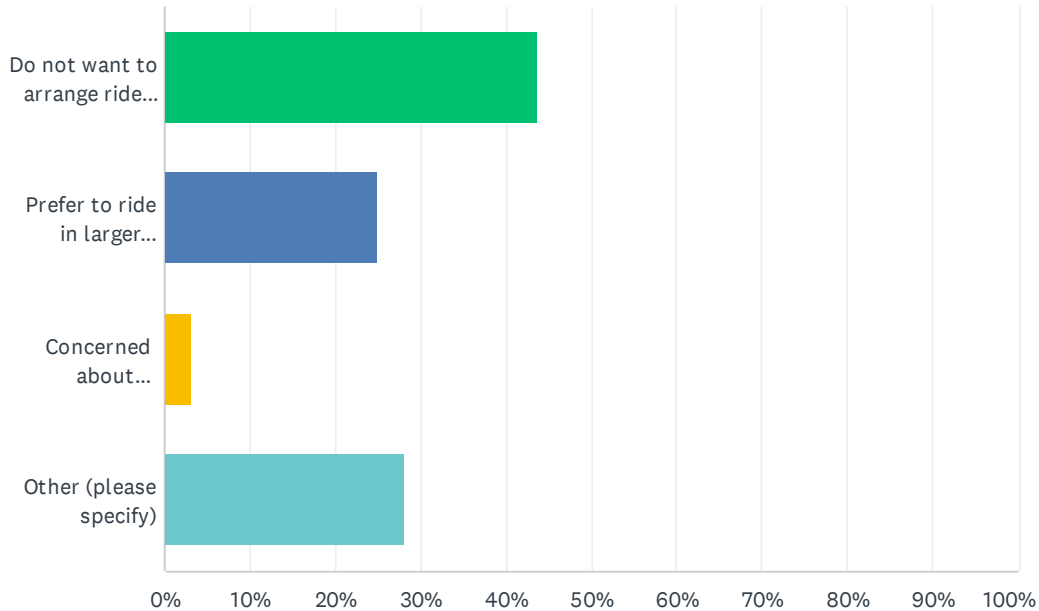


ANSWER CHOICES	RESPONSES	
Service from my location directly to my destination	60.00%	3
Can schedule service when needed	20.00%	1
Prefer riding in smaller vehicles	20.00%	1
Other (please specify)	0.00%	0
TOTAL		5

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

## Q7 What do you not like about Alternative 3 - Micro Transit (Smaller vehicles, point-to-point, on-demand) City-Wide Service

Answered: 32 Skipped: 7



ANSWER CHOICES	RESPONSES	
Do not want to arrange rides each time needed (smartphone/app)	43.75%	14
Prefer to ride in larger vehicles	25.00%	8
Concerned about additional vehicles on the road	3.13%	1
Other (please specify)	28.13%	9
<b>TOTAL</b>		<b>32</b>

#	OTHER (PLEASE SPECIFY)	DATE
1	Everything works out fine. Why change it?	8/28/2022 9:31 AM
2	Microtranskt never usually shows up at my pickup point	8/26/2022 4:14 PM
3	unsustainability	8/18/2022 6:11 PM
4	None at this time	8/16/2022 3:13 PM
5	Hate the fact that I would have to request a ride each time, plus the small vans are not safe both in a crash or from covid.	8/4/2022 10:11 PM
6	As an older resident I would hate to have to arrange a ride each time. The route is always in time and never misses a stop	8/4/2022 10:01 PM
7	I love our Shuttles	8/4/2022 12:03 PM
8	Availability, accessibility, and cost	8/3/2022 1:33 AM
9	I am concerned about having to arrange rides and not being able to get them on time. I am concerned about additional vehicles on the road when these drivers already scare me. I'm	8/2/2022 12:23 PM

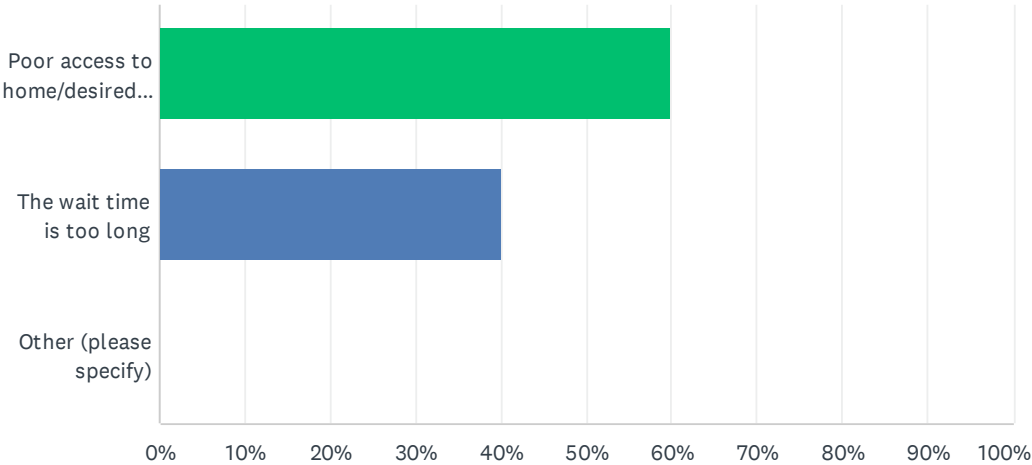
## City of West Covina - Transit Alternatives

nervous about the cost. I don't want our city to be in the hands either of big corporations. I want people to be able to work here as bus drivers. I also see a lot of kids on buses and I don't know that as a parent, once my kid hits that age will I feel comfortable with that? I feel more comfortable with a regular bus.

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# Q8 What do you not like about Alternative 1 - Realignment of the Shuttle Routes?

Answered: 5    Skipped: 34

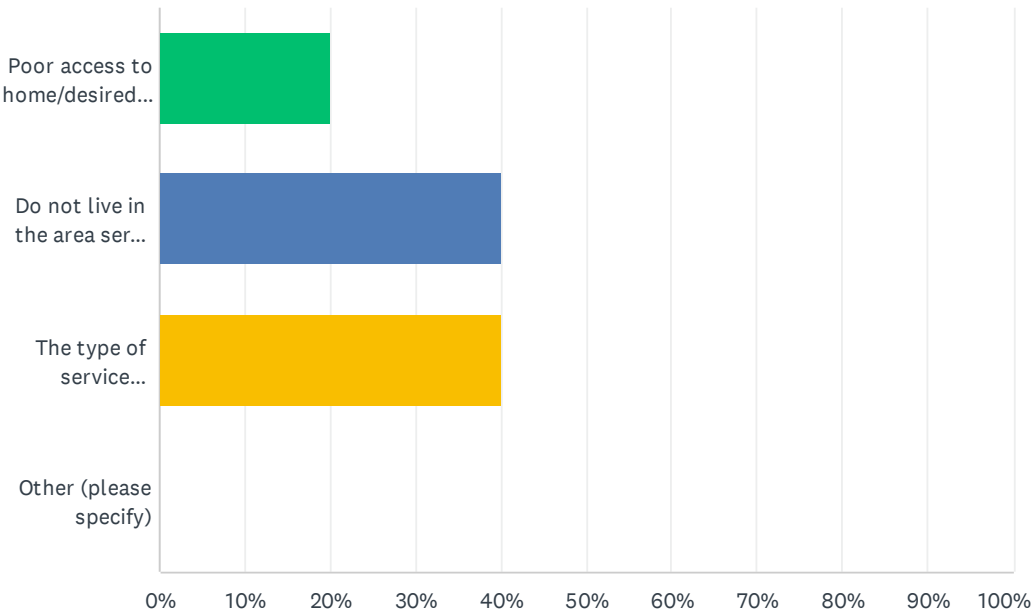


ANSWER CHOICES		RESPONSES	
Poor access to home/desired locations/connections to Foothill Lines		60.00%	3
The wait time is too long		40.00%	2
Other (please specify)		0.00%	0
TOTAL			5

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q9 What do you not like Alternative 2 - Shuttle Line North of Cameron + Micro Transit (Smaller vehicles, point-to-point, on-demand) South of Cameron?

Answered: 5    Skipped: 34



ANSWER CHOICES	RESPONSES	
Poor access to home/desired locations/connections to Foothill Lines	20.00%	1
Do not live in the area served by my preferred mode of transportation	40.00%	2
The type of service available by area is confusing	40.00%	2
Other (please specify)	0.00%	0
TOTAL		5

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	



TECHNICAL MEMORANDUM

# Community Survey Results

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Prepared for the City of West Covina  
by IBI Group  
February 9, 2022

# Document Control Page

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CLIENT:	the City of West Covina
PROJECT NAME:	Go West/Dial-a-Ride Transit Service Evaluation
REPORT TITLE:	Community Survey Results
IBI REFERENCE:	135755
VERSION:	
DIGITAL MASTER:	
ORIGINATOR:	Eric Tunell
REVIEWER:	
AUTHORIZATION:	Steve Wilks
CIRCULATION LIST:	
HISTORY:	

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# 1 Introduction

The City of West Covina has retained IBI Group to assist in the conduct of a Transit System Evaluation of its *GO West* public transportation program; including shuttle and dial-a-ride services. This opportunity comes at a time of significant challenges for public transportation, as well as exciting innovations in microtransit and personal mobility on demand (PMoD) services that are changing the look and feel of local public transportation.

This initiative of the City is both timely and provides for an opportunity to critically evaluate the City's local transit system at an unusually dramatic inflection point. The evaluation will provide a foundation for the City and its residents to chart a realistic course for improvements that fit contemporary consumer preferences and expectations for local mobility and access to the regional transit network. The study focuses on *GO West's* Shuttle and Dial-A-Ride programs administered by the Community Services Division of the Public Works Department.

## 1.1 Community Survey

Community engagement and survey research is an important element of the study work plan.

The goal of the Go West/Dial-a-Ride Community Survey was to identify mobility needs, typical travel patterns, barriers to travel, and demographic information for West Covina residents and visitors. In short, to best understand current travel behavior including service attributes that affect mode choice, and propensity (and under what conditions?) to use a local transit/shuttle or mobility service as well as the type of service improvements that respondents would deem desirable. Survey questions specific to those who use the Go West Shuttle and Dial-A-Ride services were designed to best understand respondents view of service quality attributes (What works well? What doesn't work so well?) and the identification of unmet needs.

The survey was administered online by a link on the the City of West Covina website, as well through in-person intercept surveys by City of West Covina staff. Responses were collected from November 1, 2021 through January 24, 2022. A total of 549 individuals submitted responses.

## 2 Survey Overview and Results

The following section summarizes the survey methodology used to collect responses. The tool selected for the community survey was Survey Monkey, a web-based platform that can be accessed on phones, tablets, or computers, and can be used to ask community members and key stakeholders questions about transit service in West Covina. The survey included eleven questions in total, covering demographics, the Go West Shuttle and Dial-a-Ride services, and an open-ended comment opportunity.

### 2.1 Demographic Questions

The survey included four questions to understand more about who the survey respondents are and where they live.

Of the 549 individuals who completed a survey, the highest number of responses came from people in the 36-59 year old age ranges, and the majority were female, higher-income-earners.

#### *What is your age?*

AGE	QUANTITY	PERCENTAGE
Under 18	21	4%
19-35	147	30%
36-59	215	43%
60 or older	26	5%
Prefer not to answer	88	18%

#### *How many people live in your household?*

NUMBER OF HOUSEHOLD MEMBERS	QUANTITY	PERCENTAGE
1	25	6%
2	57	15%
3	89	23%
4	110	28%
5	74	19%
6	29	7%
7	6	2%
8	1	<1%
9	1	<1%

***How many cars or SUVs do you have in your household?***

NUMBER	QUANTITY	PERCENTAGE
0	27	7%
1	175	45%
2	126	33%
3	45	12%
4	8	2%
5	5	1%

***Which of the following categories best matches your annual household income?***

INCOME	QUANTITY	PERCENTAGE
Under \$20,000	17	3%
\$20,000-45,000	71	14%
\$45,001-70,000	120	24%
Over \$70,000	95	19%
Prefer not to answer	189	38%

***What is the ZIP code of your residence?¹***

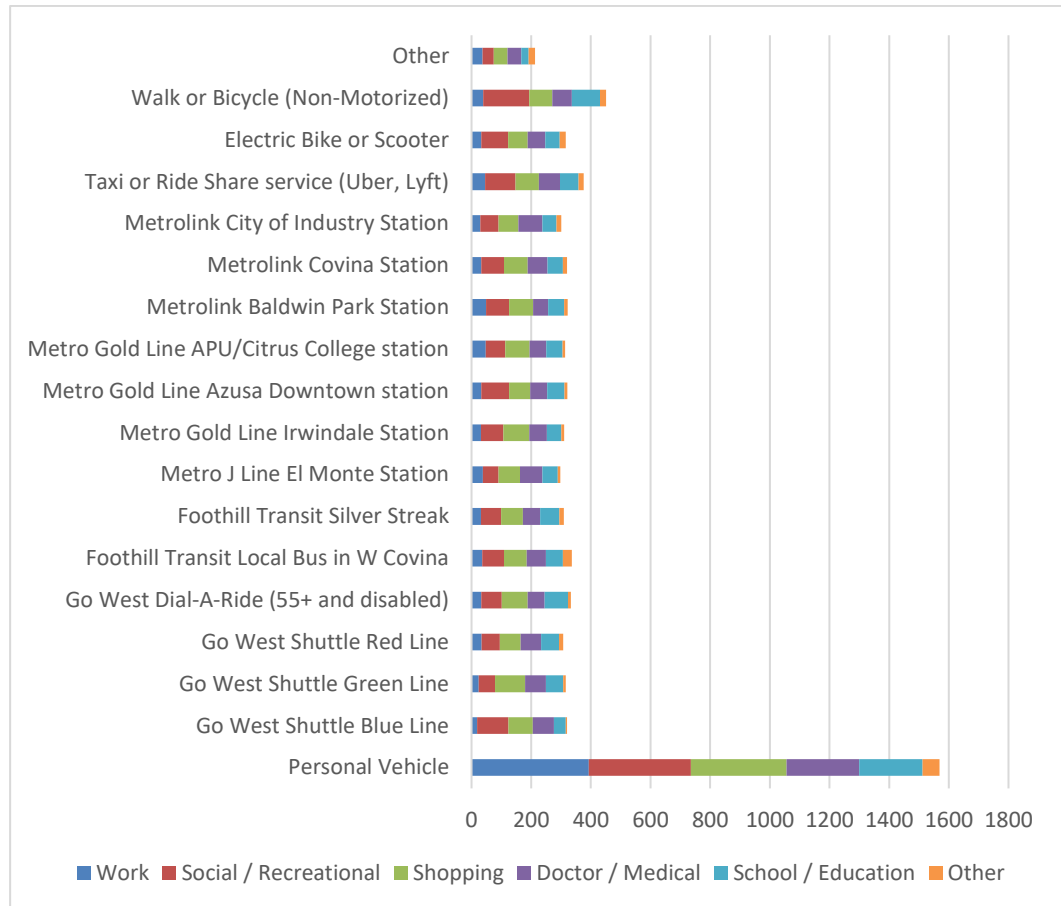
ZIP CODE	COMMUNITY	QUANTITY
91790	West Covina	150
91791	West Covina	92
91792	West Covina, Walnut, South San Jose Hills	69
91706	Baldwin Park	26
91722	Covina	24
91731	El Monte	21
91723	Covina, West Covina	18
60631	Chicago, IL	13
91744	City of Industry	9
91746	Bassett, Avocado Heights, City of Industry	6
Total Responses		549

¹ Top ten response categories/ZIP codes only shown

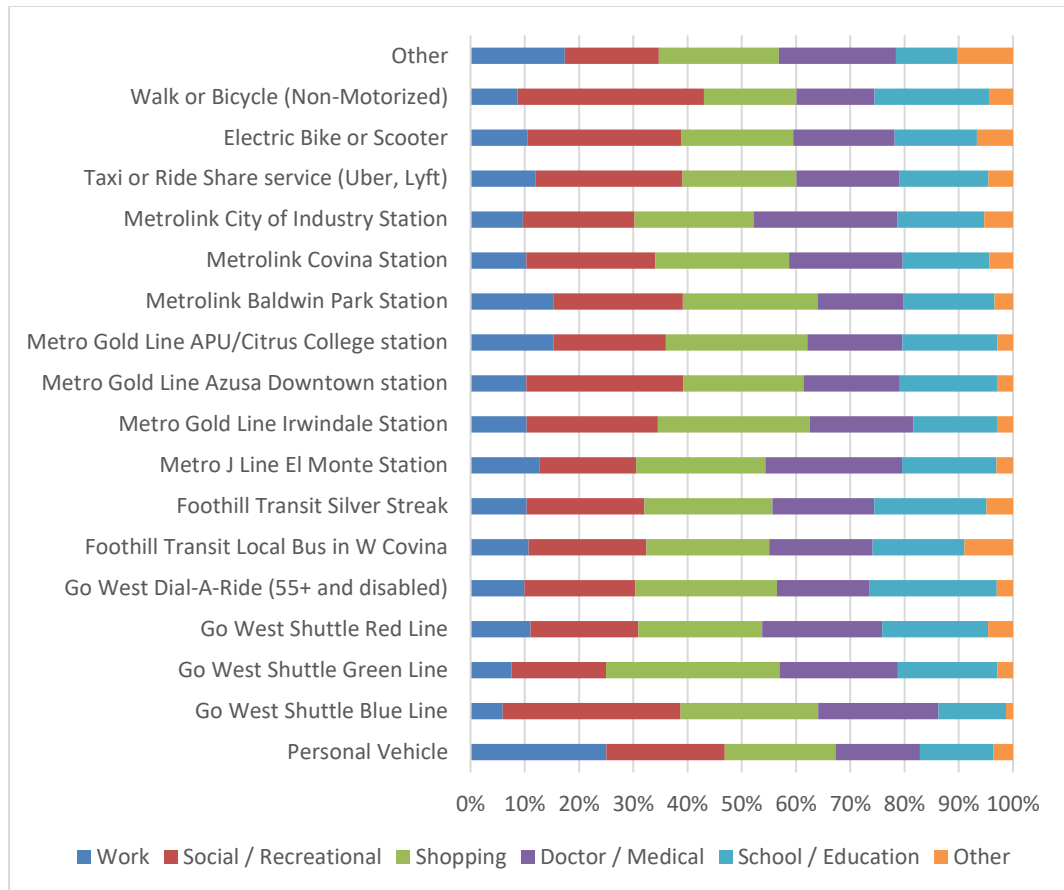
## 2.2 Mobility Questions

In order to better understand the needs of current and potential riders, the survey contained several questions about how people have used or currently use the Go West shuttle bus service.

***In a typical week, what types of transportation do you or others in your household use to get around and for what purpose?***

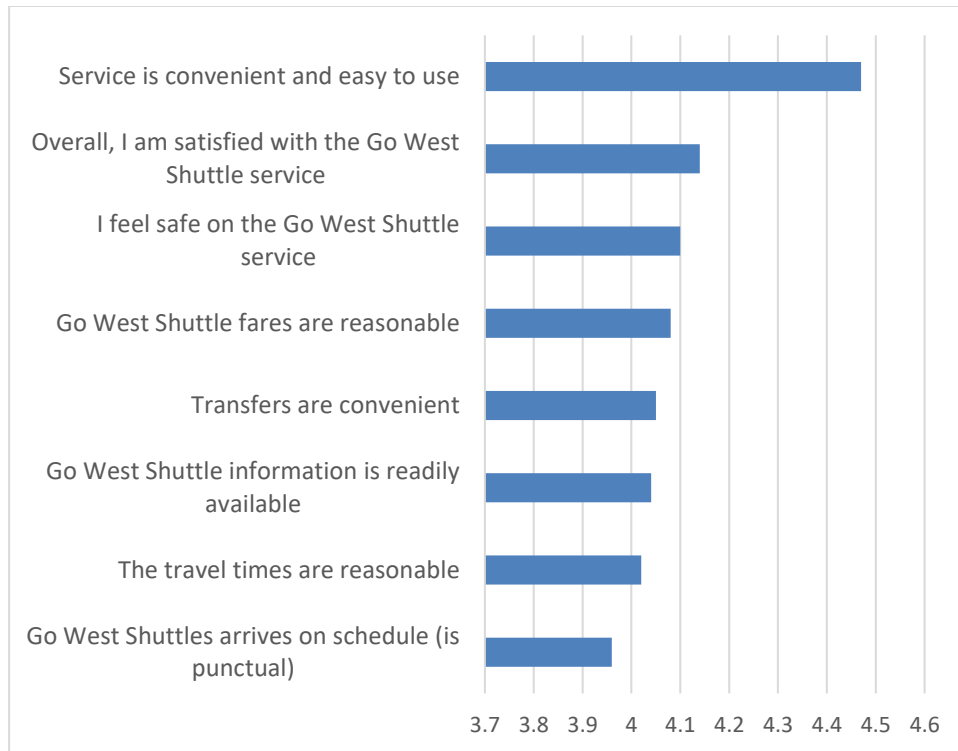


Survey respondents use a wide range of mobility options and stations to get around and to/from West Covina. When viewed in the aggregate, personal vehicle travel is by far the most common mode, but approximately 300 respondents use some form of transit to meet their weekly needs. Greater than 400 responses also walk or bicycle to meet their needs, which indicates the value of first/last mile treatments in the city, such as additional bike lanes, sidewalk improvements, or safer crosswalks.



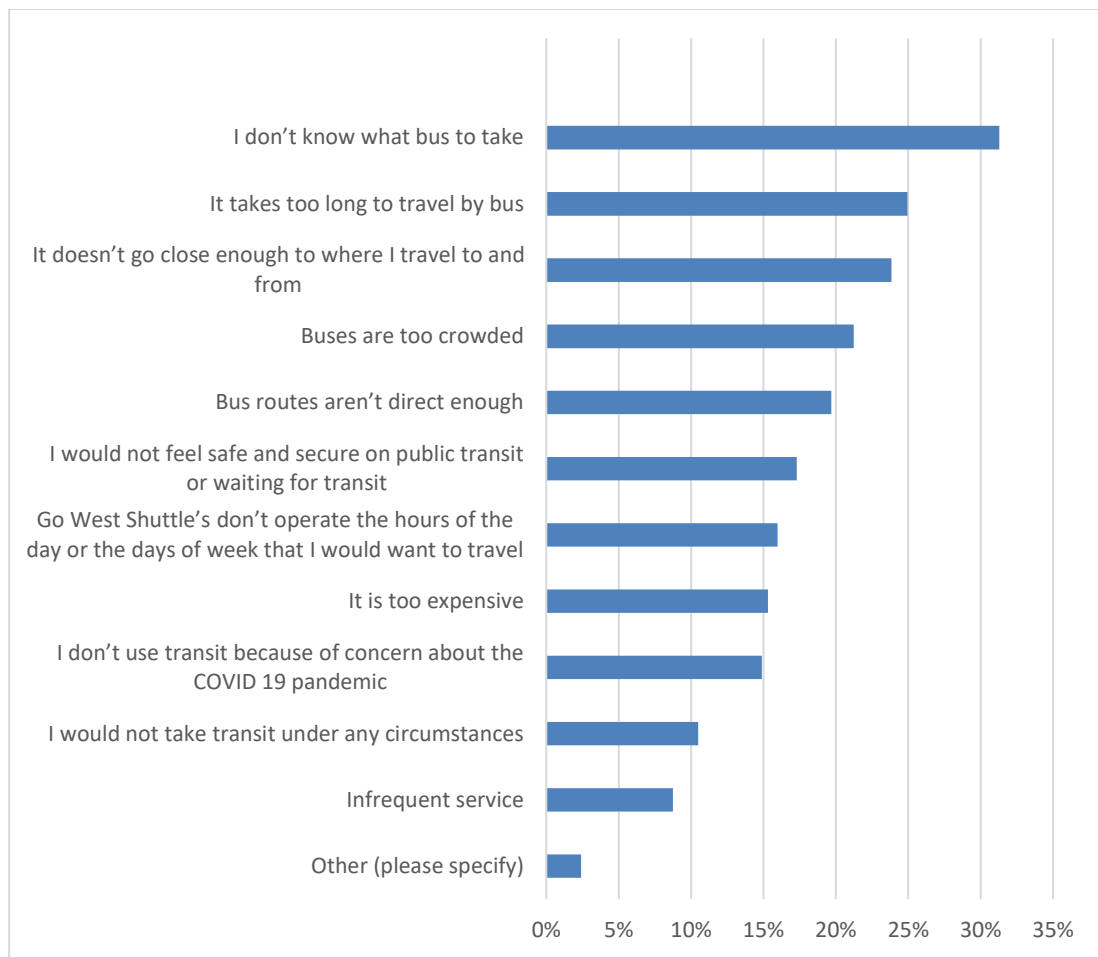
When travel by purpose is viewed as a percentage of mode, personal vehicles are used for the greatest proportion of work trips, but there is greater balance across other modes and trip purposes. Discretionary trips (social, recreation, shopping) make up a particularly high share of non-automotive travel.

***If you now use Go West Shuttle bus service or have used it in the past, what do think of the transit service?***



Responses to this question were scored on a weighted average. Greater than 80% of respondents are satisfied with the service, and 87% of respondents felt that it is convenient and easy to use. Respondents gave lower scores to the statements about travel time and on-time performance.

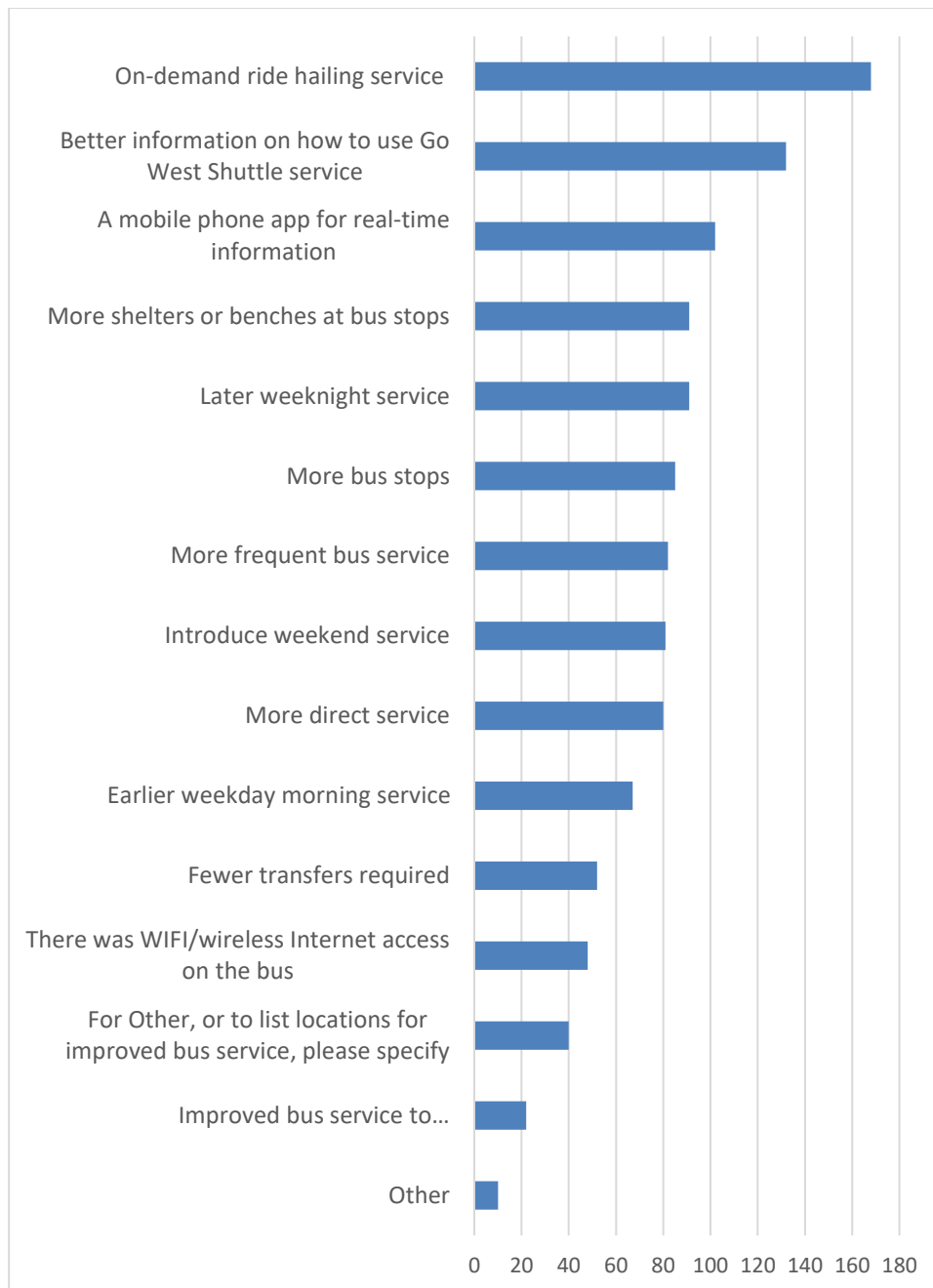
***If you do not use Go West Shuttle bus service, why not? (check all that apply)***



For those who do not use the Go West Shuttle, the largest number of respondents indicated that they did not know which bus to take. Other frequent responses were that travel times are too long, the bus doesn't connect to where they need to go, and that the buses are crowded.

Respondents who selected 'Other' and provided a specific response similarly expressed a lack of familiarity with the system and where it goes, how it connects to service outside of the city, concerns about safety, and a need for reliable service that fits in with their specific schedule. Other respondents were looking for service on weekends, and one suggested routes that run in the opposite direction of existing service for a more efficient connection to where they need to go.

***What types of transit/mobility improvements would you like to see?***



The types of mobility improvements that respondents want to see were consistent with the other survey questions. Popular responses were an on-demand ride hailing service, better information on how to ride or a mobile app for real-time information, and more frequent, flexible, or direct service—including later hours or on weekends.

Respondents who selected 'Other' and provided a specific response emphasized safety, more direct routes to their destinations (such as local high schools), a need for more information about how to ride and where the service can go, and a more streamlined process for registering with the service.

### 3 Key Takeaways

**Takeaway 1: We heard from residents from across West Covina and neighboring communities.**

This round of outreach effectively reached the target audience for local transit service.

**Takeaway 2: The vast majority (93%) of respondents have a car of their own or have access to one.**

Transit dependent individuals may be underrepresented in the survey results, but hundreds of respondents use some form of transit at least once per week.

**Takeaway 3: Survey respondents skewed older, with the largest proportion (21%) represented being 36-69 years old.**

Younger people (under 18) were underrepresented when compared with the City of West Covina demographics as a whole. Some additional engagement targeted toward students may be needed in future outreach activities.

**Takeaway 4: Respondents were interested in more flexible or on-demand services.**

This pairs well with another frequently cited interest and need: more education and information about mobility options, and potentially a technology solution to address it.

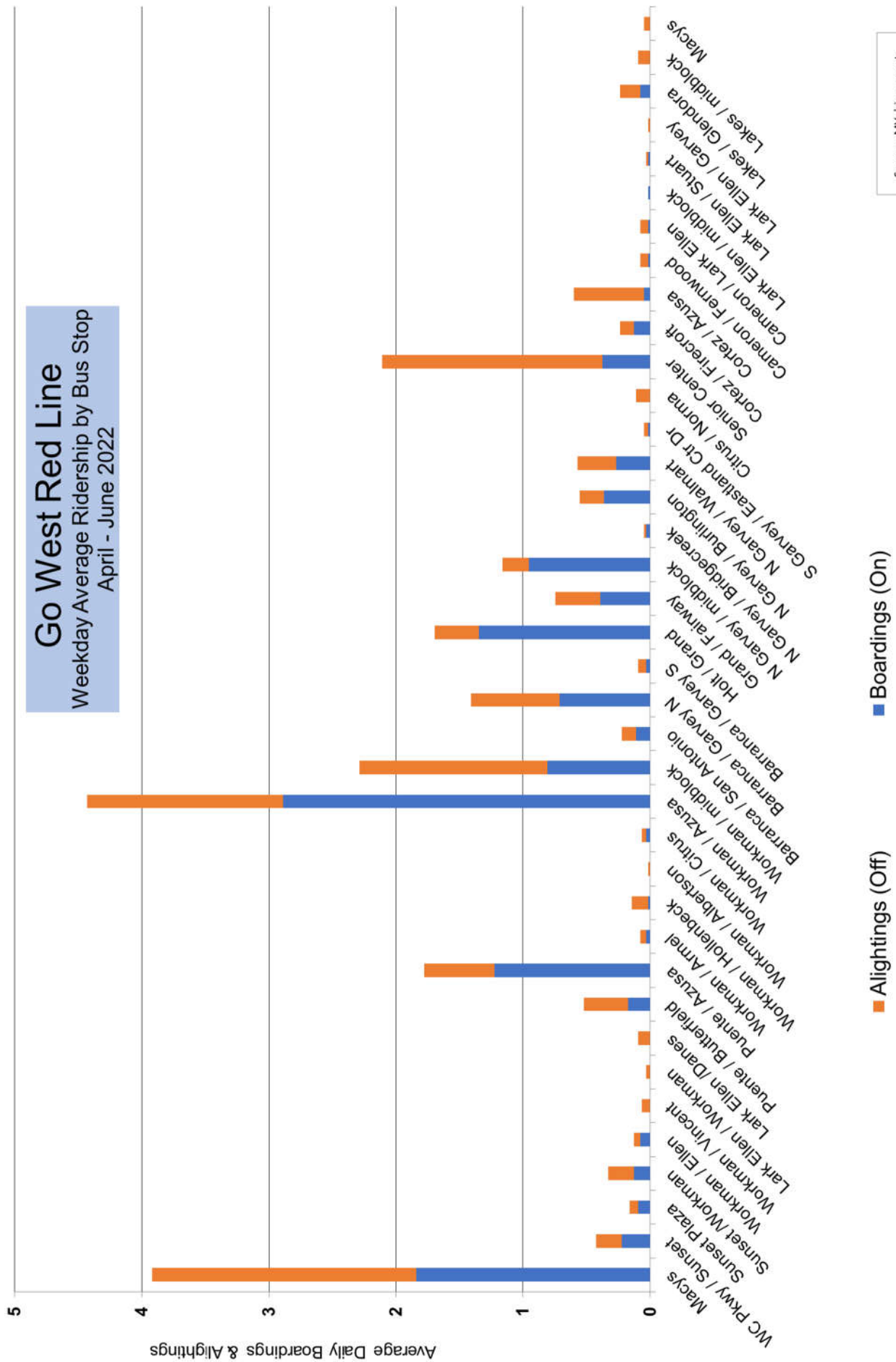
**Takeaway 5: Other key concerns include safety, reliability, and additional service hours.**

Respondents are interested in travel for discretionary purposes (shopping, recreation, socializing), as well as in travel on evenings or weekends.

## 4 Conclusion

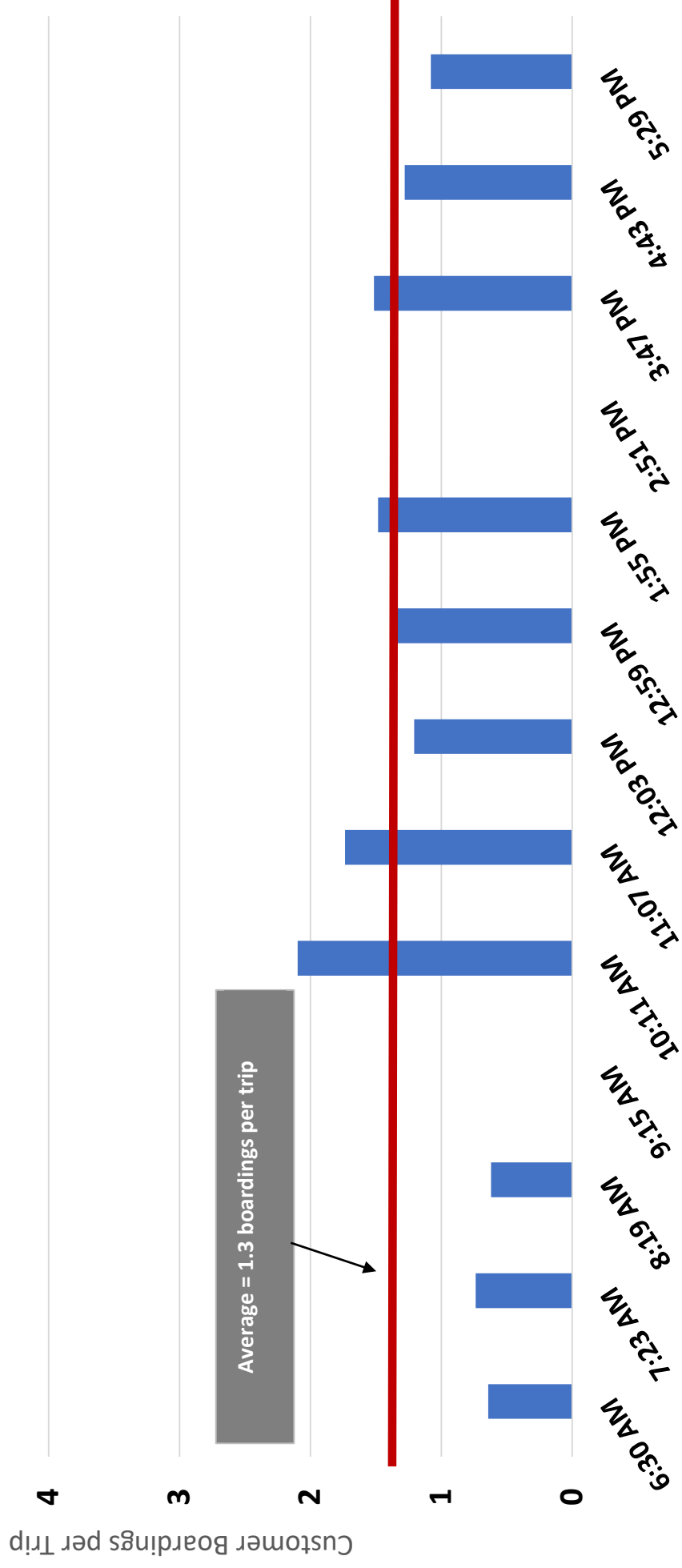
Based on the information gathered in this initial round of community outreach, survey respondents are open to alternative modes of travel West Covina and to changes to existing service. Although existing riders are generally very satisfied with the Go West shuttle service, they would like more direct and flexible travel options. They are also interested in technology to help assist them with travel but may need more traditional information and outreach as well.

The input gathered in this report has been used to inform on the development of service improvement strategies.



## Red Line

Weekday Average Boardings by Trip  
April - June 2022

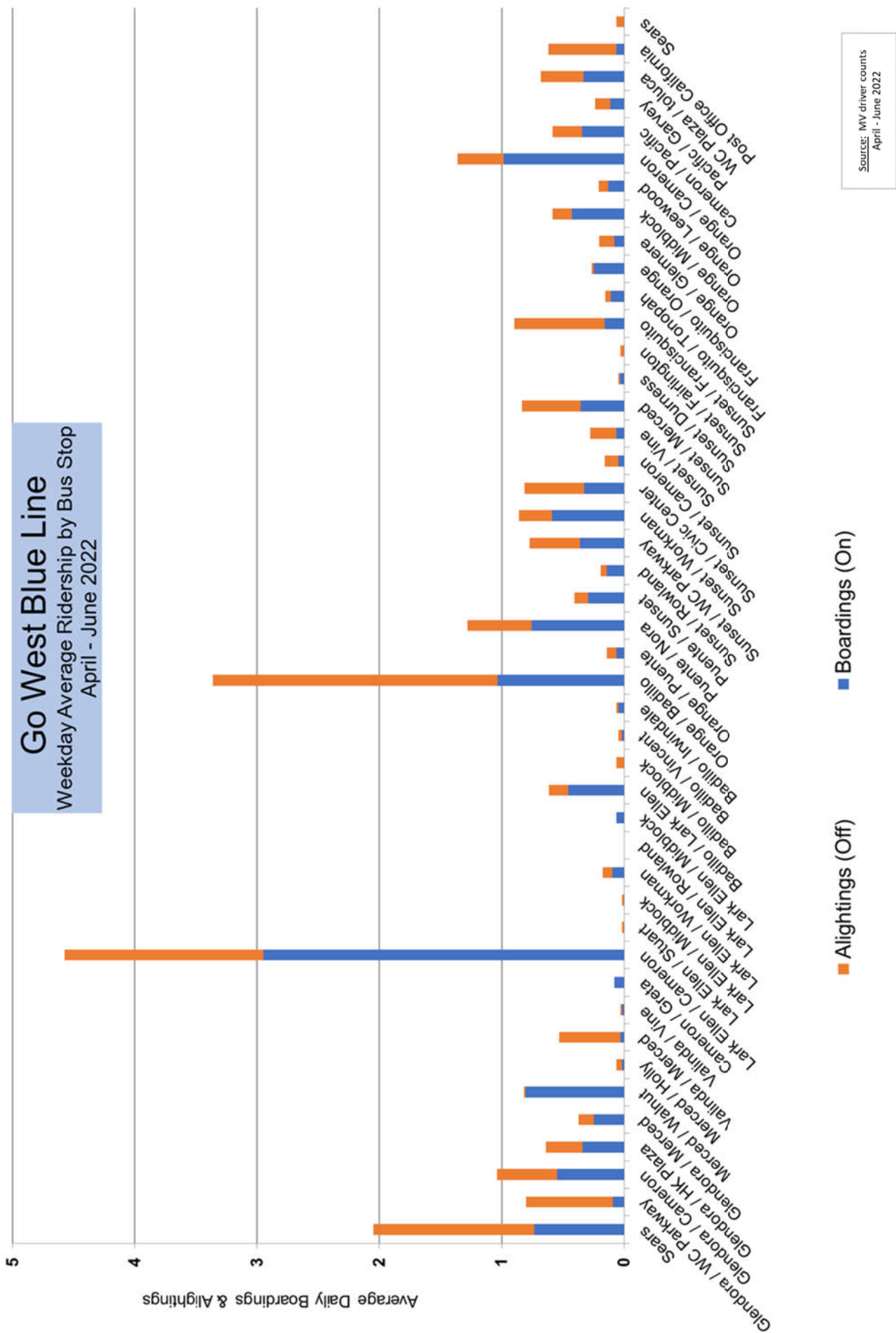


Trip Departure Time

# Go West Blue Line

## Weekday Average Ridership by Bus Stop

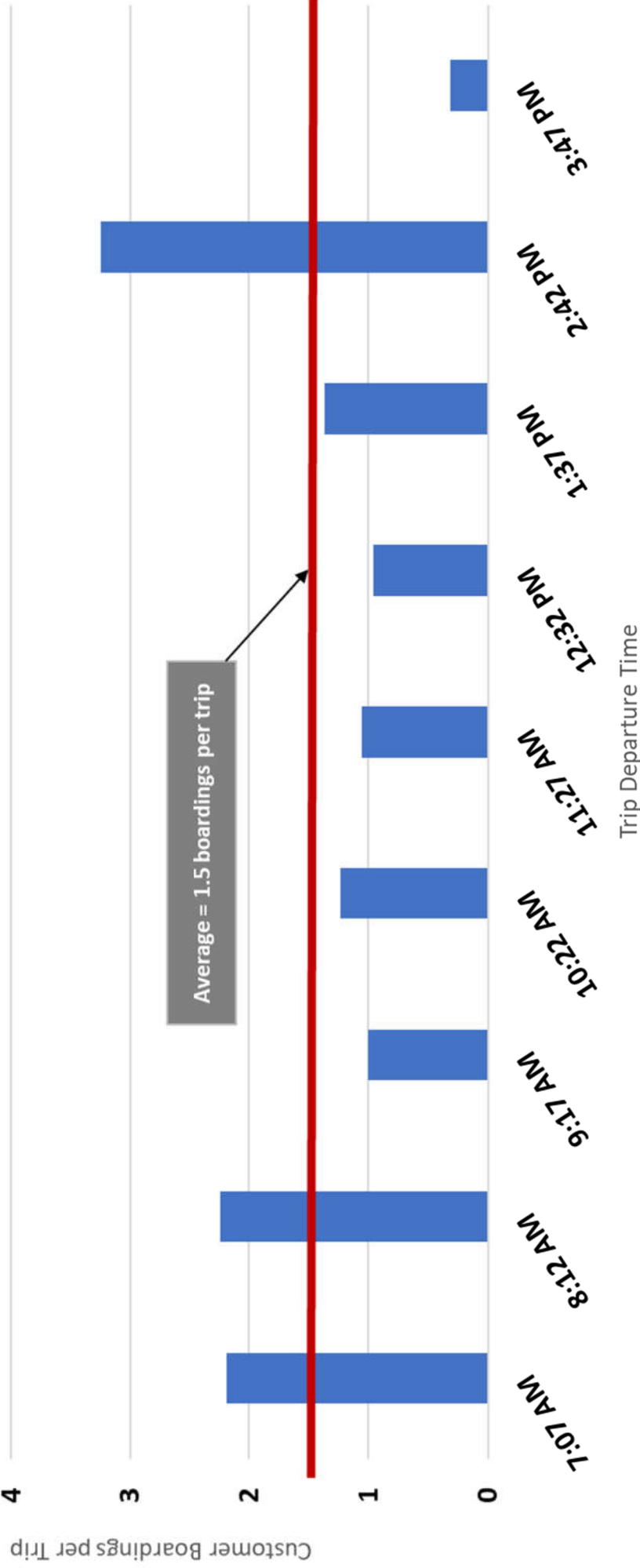
April - June 2022



# Blue Line

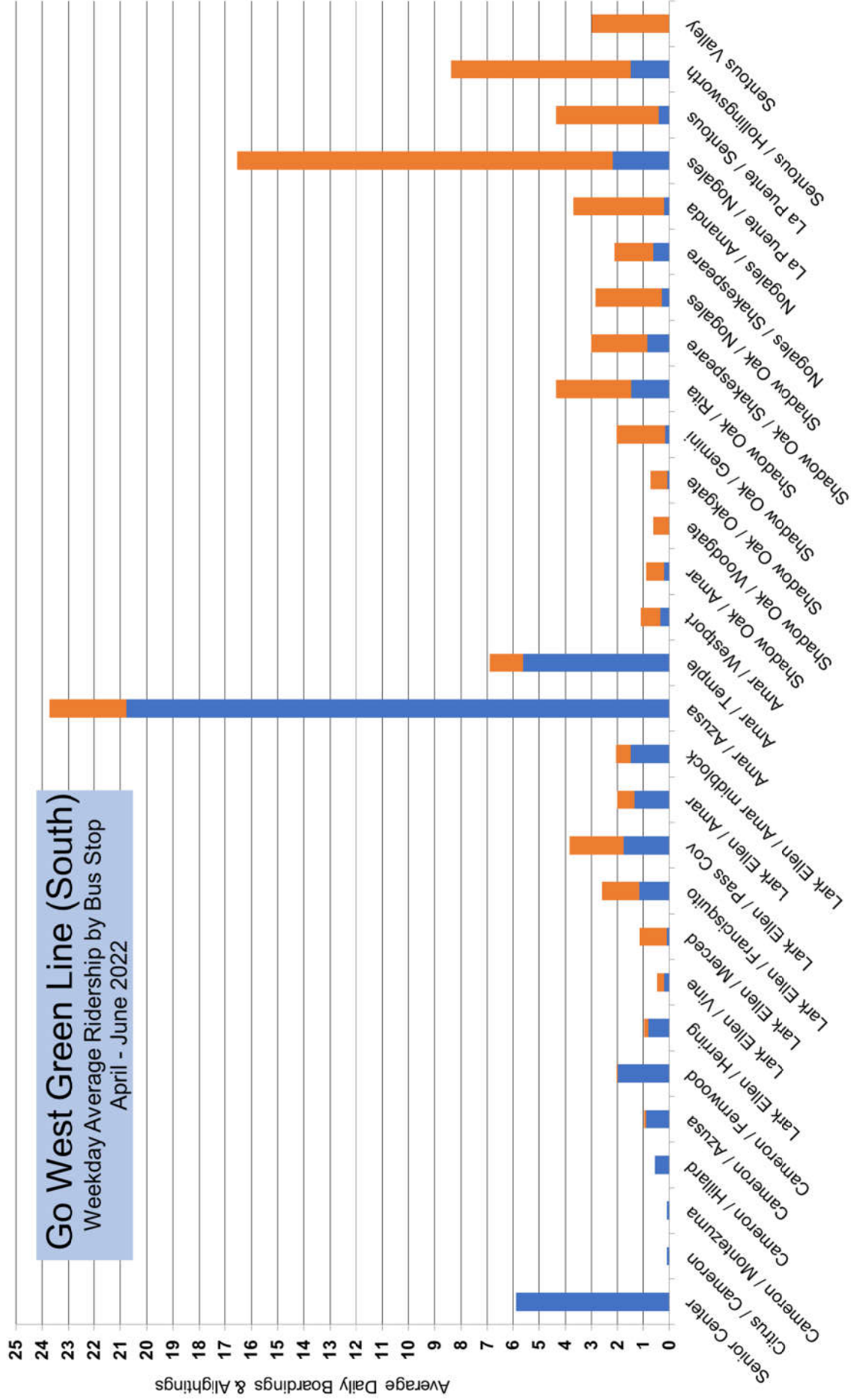
Weekday Average Boardings by Trip  
April - June 2022

Source: MV driver counts,  
April - June 2022



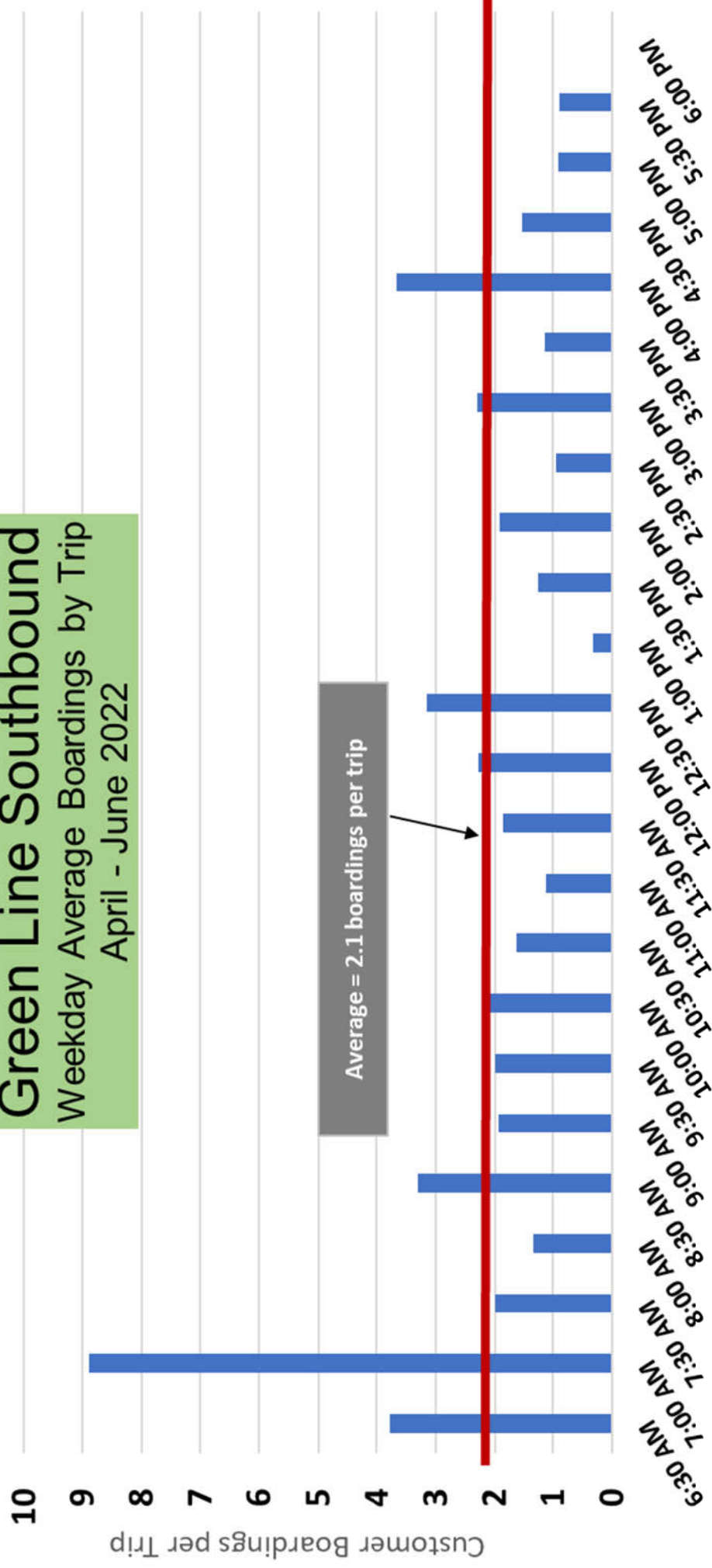
April - June 2022

- Alightings (Off)



# Green Line Southbound

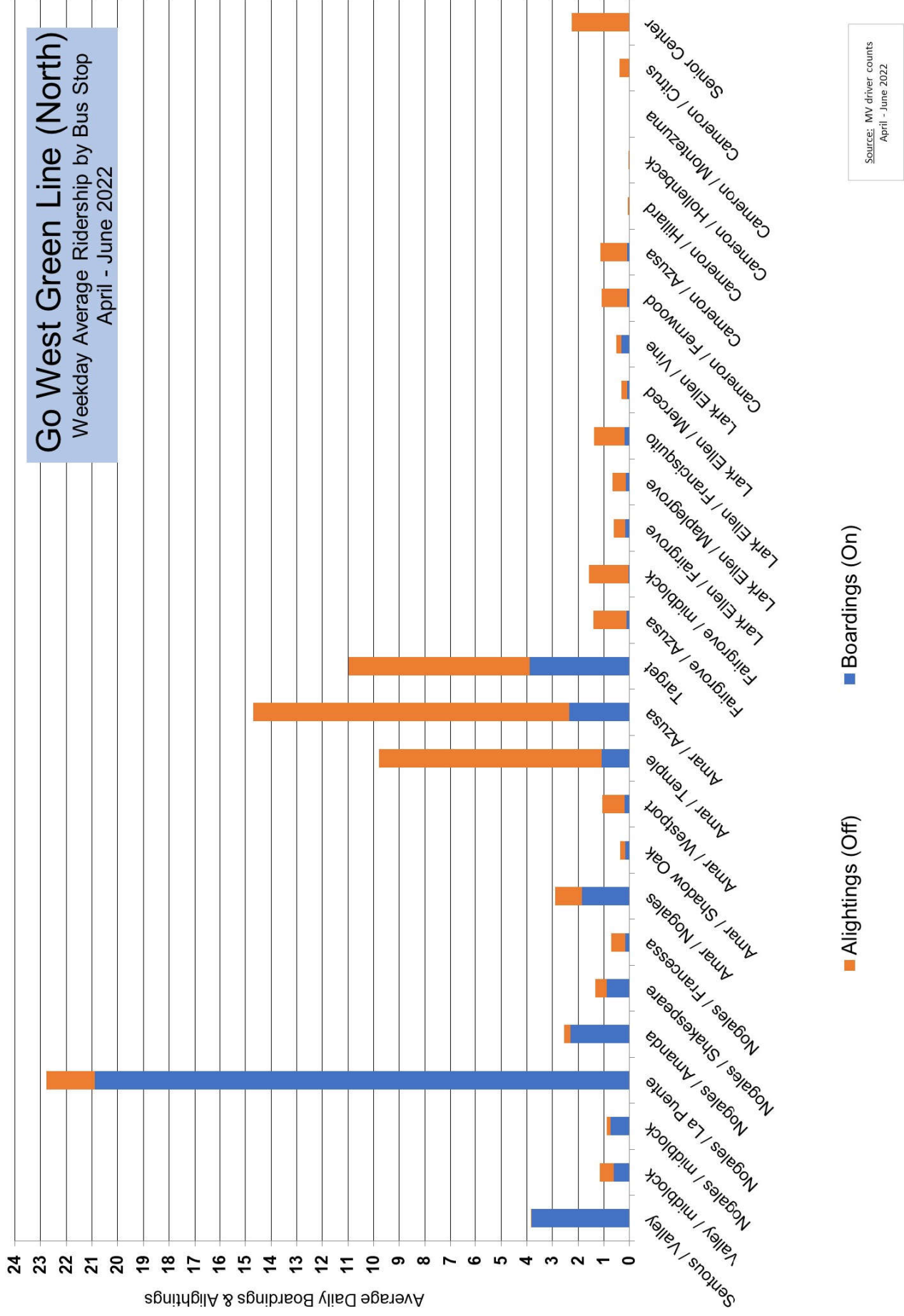
Weekday Average Boardings by Trip  
April - June 2022



Trip Departure Time

# Go West Green Line (North)

Weekday Average Ridership by Bus Stop  
April - June 2022



# Green Line Northbound

Weekday Average Boardings by Trip

April - June 2022

Customer Boardings per Trip

Average = 1.7 boardings per trip

Trip Departure Time

