



## **CITY OF WEST COVINA**

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

**SEPTEMBER 19, 2023, 7:00 PM  
REGULAR MEETING**

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

**Mayor Rosario Diaz  
Mayor Pro Tem Brian Tabatabai  
Councilman Tony Wu  
Councilwoman Letty Lopez-Viado  
Councilman Ollie Cantos**

*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 19, 2023, 7:00 PM  
REGULAR MEETING**

### **INVOCATION**

Led by Pastor Mason Okubo from Immanuel First Lutheran Church

### **PLEDGE OF ALLEGIANCE**

Led by Councilman Wu

### **ROLL CALL**

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

### **PRESENTATIONS**

- Presentation by the Water Quality Authority
- Proclamation Honoring Hispanic Heritage Month
- Proclamation Honoring Native American Day

### **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 5, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 5, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Consideration of Approval of the September 5, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the September 5, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

### **COMMUNITY DEVELOPMENT**

- 2) **CONSIDERATION OF AWARD OF REQUEST FOR PROPOSALS NO. 71-023 FOR PREPARATION OF AN AMERICANS WITH DISABILITIES ACT SELF-EVALUATION REPORT AND TRANSITION PLAN**

It is recommended that the City Council:

1. Award Request for Proposals (RFP) No. 71-023 to Bureau Veritas Technical Assessments LLC for preparation of an American with Disabilities Act (ADA) Self-Evaluation Report and Transition Plan (Project No. C22017).
2. Authorize the Acting City Manager to negotiate and execute an agreement with Bureau Veritas Technical Assessments LLC for \$442,953, in such final form as approved by the City Attorney.

## **FIRE DEPARTMENT**

### **3) CONSIDERATION OF A BUDGET AMENDMENT FOR FY 2022-23 FIRE EXPENDITURES**

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

**RESOLUTION NO. 2023-76 - 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 (FIRE EXPENDITURES)**

### **4) CONSIDERATION OF AN EXTENSION TO THE LEASE AGREEMENT WITH WILLIAMS SCOTSMAN, INC FOR TEMPORARY FIRE STATION NUMBER 1 FACILITIES**

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

1. Authorize the Acting City Manager to negotiate and execute an extension or new agreement with William Scotsman, Inc. to continue temporary facilities for Fire Station Number 1, in such final form as approved by the City Attorney.
2. Authorize the City Manager to negotiate and execute any amendments to extend such an agreement until such time as a new, permanent facility is ready to be utilized.
3. Adopt the following resolution:

**RESOLUTION NO. 2023-77- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (TEMPORARY FIRE STATION FACILITIES)**

## **POLICE DEPARTMENT**

### **5) CONSIDERATION OF FLOCK SAFETY AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM LEASE**

It is recommended that the City Council authorize the Acting City Manager to negotiate and execute an agreement with Flock Group, Inc. for automatic license plate detection, in an amount of \$375,000 over five years, in such final form as approved by the City Attorney.

## **END OF CONSENT CALENDAR**

## **DEPARTMENTAL REGULAR MATTERS**

## **CITY MANAGER'S OFFICE**

### **6) CONSIDERATION OF COUNCIL AND COMMISSIONER COMPENSATION AND BENEFITS**

Staff requests direction from City Council regarding the following; Consider an increase to Council's compensation; Changes to City Council's allowance; Changes to City Council benefits; direct staff to update the City Council Expense and Reimbursement Policy; Changes to the Commissioners' stipends.

## **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 3, 2023

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 19, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE SEPTEMBER 5, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 5, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

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### **RECOMMENDATION:**

Consideration of Approval of the September 5, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the September 5, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

### **BACKGROUND:**

That the City Council adopt the attached minutes.

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

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### **Attachments**

Attachment No. 1 - 9/5/2023 Regular Session Minutes Draft

Attachment No. 2 - 9/5/2023 Closed Session Minutes Draft

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



## **CITY OF WEST COVINA**

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

**SEPTEMBER 5, 2023, 7:00 PM  
REGULAR MEETING**

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

**Mayor Rosario Diaz  
Mayor Pro Tem Brian Tabatabai  
Councilman Tony Wu  
Councilwoman Letty Lopez-Viado  
Councilman Ollie Cantos**

## **MINUTES**

### **CALL TO ORDER**

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, September 5th, 2023, at 7:00 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 Councilman Cantos

### **ROLL CALL**

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

**REPORTING OUT FROM CLOSED SESSION**

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

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code § 54956.9(d)(4)

Number of Cases: One (1)

**2. CONFERENCE WITH LABOR NEGOTIATORS -Pursuant to Government Code § 54957.6**

City Negotiators: Morales, 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

**PRESENTATIONS**

- Certificate of Recognition Honoring Sherry Fischer as 2023 Citizen of the Year
- Certificate of Recognition Honoring West Covina Little League's 2023 Season Accomplishments

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

John Carson

Peter Mezq

John Shewmaker

Matthew Smith

Doug Fore

Laura Barraza

Wen Wen Zhang

David Schartz

R. Robinson  
Jim Grivich  
Mr. G  
Bill Elliott

**CITY MANAGER'S REPORT**

City Manager's report on current City projects.

**CONSENT CALENDAR**

***ACTION: Motion by Councilman Cantos, Second by Councilman Wu 5-0 to:***  
*Approve Consent Calendar Items 1,3,4,6,9,10,12-14*

***ACTION: Motion by Councilman Cantos, Second by Councilman Wu 4-1***  
***(Tabatabai: No) to: Approve Consent Calendar Item 2***

***ACTION: Motion by Councilwoman Lopez-Viado, Second by Mayor Pro Tem***  
***Tabatabai 5-0 to: Approve Consent Calendar Item 5 (This item was pulled for***  
***discussion by Councilwoman Lopez-Viado).***

***ACTION: Motion by Councilman Cantos, Second by Councilwoman Lopez-Viado***  
***5-0 to: Approve Consent Calendar Item 7 (This item was pulled for discussion by***  
***Councilman Cantos).***

***ACTION: Motion by Councilman Wu, Second by Councilman Cantos 5-0 to:***  
***Approve Consent Calendar Item 8 (This item was pulled for discussion by Councilman***  
***Wu).***

***ACTION: Motion by Councilman Wu, Second by Councilman Cantos 5-0 to:***  
***Approve Consent Calendar Item 11 (This item was pulled for discussion by Mayor***  
***Diaz).***

**APPROVAL OF MEETING MINUTES**

- 1) **CONSIDERATION OF APPROVAL OF THE AUGUST 15, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE AUGUST 15, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

**Carried 5-0 to:** Consideration of Approval of the August 15, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the August 15, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

**ORDINANCES FOR ADOPTION**

**2) CONSIDERATION OF THE SECOND READING OF ORDINANCE NO. 2515 - PERTAINING TO REQUIREMENTS AND STANDARDS ALLOWING BEER AND WINE SALES AT SERVICE STATIONS AS AN AUXILIARY USE**

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

**ORDINANCE NO. 2515 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ALLOW ALCOHOL (BEER AND WINE) SALES AT SERVICE STATIONS AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

**3) AN ORDINANCE ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT**

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

**ORDINANCE NO. 2516 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

**COMMUNITY DEVELOPMENT**

**4) CONSIDERATION OF ACCEPTANCE OF WORK FOR SOLAR PV SYSTEM CONSTRUCTION PROJECT - PROJECT NO. 20418**

**Carried 5-0 to:** accept the work performed by Motive Energy Storage Systems, Inc. (MESSI) for the Solar PV System Construction Project (Project No. 21033) with a final contract amount of \$4,673,215.34.

**5) CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CORTEZ PARK SPORTS FIELD LIGHTING - PROJECT NO. 22016**

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

1. Award the construction agreement for the Cortez Park Sports Field Lighting Project (Project No. 22016) to F.E.C. Electric, Inc. as the lowest responsible bidder;
2. Authorize the Acting City Manager to execute an agreement with F.E.C. Electric, Inc. for \$233,500.00;
3. Authorize the City Manager to negotiate and execute any amendments up to 15% of the awarded agreement amount;

4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

**6) CONSIDERATION OF MEMORANDUM OF AGREEMENT WITH THE COUNTY OF LOS ANGELES AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, INDUSTRY, LA PUENTE, AND SOUTH EL MONTE REGARDING IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED**

**Carried 5-0 to:** authorize the Acting City Manager to execute the Memorandum of Agreement between West Covina and the County of Los Angeles, the Los Angeles Flood Control District, and the Cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte regarding the administration and cost sharing for the implementation of the Coordinated Integrated Monitoring Program for the Upper San Gabriel River Watershed.

**HUMAN RESOURCES/RISK MANAGEMENT**

**7) CONSIDERATION OF PERSONNEL RULES AND EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

**Carried 5-0 to:** approve the following:

**RESOLUTION NO. 2023-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING NEW PERSONNEL RULES**

**RESOLUTION NO. 2023-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

**8) CONSIDERATION OF NEW JOB CLASSIFICATIONS AND SPECIFICATIONS FOR LANDSCAPE MAINTENANCE LEAD-WORKER AND MAINTENANCE SUPERVISOR**

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

**RESOLUTION NO. 2023-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE LANDSCAPE MAINTENANCE LEAD-WORKER CLASSIFICATION; AND**

**RESOLUTION NO. 2023-75 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE MAINTENANCE SUPERVISOR CLASSIFICATION**

**POLICE DEPARTMENT**

- 9) **CONSIDERATION OF INCREASING THE HOURLY PAY RATE FOR THE PART-TIME POLICE CADET POSITION AND THE AUXILIARY SAFETY RESERVE OFFICER POSITIONS.**

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

**RESOLUTION NO. 2023-63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE AND REPEALING RESOLUTION NO. 2022-128**

- 10) **CONSIDERATION OF AWARD OF BID FOR POLICE DEPARTMENT BODY-WORN AND IN-CAR CAMERA SYSTEM**

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

1. Award Request for Proposals (RFP) No. 31-010 to Axon Enterprise, Inc. for the Police Department body-worn cameras, in-car cameras, and digital evidence management system; and
2. Authorize the Acting City Manager to negotiate and execute a Master Services and Purchasing Agreement and related documents with Axon Enterprise, Inc., in an amount not exceeding \$1,510,069.55 over five years, in such final form as approved by the City Attorney.

**PUBLIC SERVICES**

- 11) **CONSIDERATION OF AWARD OF REQUEST FOR PROPOSALS NO. 61-021 FOR LANDSCAPE AND MAINTENANCE SERVICES FOR LANDSCAPE MAINTENANCE DISTRICTS AND SPORTSPLEX COASTAL SAGE AND SCRUB AREAS**

**Carried 5-0 to:** authorize the Acting City Manager to take the following actions:

1. Terminate existing agreement with Merchants Landscape Services, Inc. expiring December 31, 2023.
2. Award contract for Request for Proposal (RFP) No. 06-021 to Merchants Landscape Services, Inc. (Merchants) for landscape and maintenance of landscape maintenance districts and Sportsplex Coastal Sage and Scrub areas.



3. Authorize the Acting City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. in the amount of \$3,840,000 for a five (5) year term.

**12) APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE**

**Carried 5-0 to:** authorize the Acting City Manager to take the following actions:

1. Issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2023-2024.
2. Authorize the Acting City Manager to execute any purchase order change orders within the FY2023-24 budget for Fund 365, Fleet Management.

**13) CONSIDERATION OF MOVE WC - UBER SERVICE AREA**

**Carried 5-0 to:** Approve the following:

3. Approve including travel to and from Metrolink Stations in Baldwin Park and Covina, as well as Metro A (Blue) Rail Line Stations in Irwindale and Azusa, in the service area of the Move WC Program.
4. Authorize the Acting City Manager to execute amendments to the Uber Central Agreement and Uber Vouchers for Transit Agencies Agreement to reflect the revisions to the service area, in substantially the form as attached an in such final form as approved by the City Attorney.

**14) CONSIDERATION OF RATIFICATION OF AMENDMENT TO SUBAWARD AGREEMENT WITH COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS FOR THE SENIOR MEALS PROGRAM**

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

1. Ratify Amendment Eleven to Elderly Nutrition Program (ENP) Subaward Number ENP202111 with the County of Los Angeles through its Aging and Disabilities Department and approve the acceptance of Older Americans Act Funds through the subaward; and
2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers.

**MAYOR/COUNCILMEMBERS REPORTS**

None

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

- Motion by Councilman Wu, Second by Mayor Diaz (no objection) to review the Sports Council bylaws, briefing the Council with the bylaws and recommendations including a comprehensive look at the RBI Dodger Program.
- Motion by Councilman Wu, Second by Mayor Diaz (no objection) to prioritize park lighting upgrades and find a funding source.
- Motion by Councilman Wu, Second by Mayor Pro Tem (no objection) to look at the structure of each department including job descriptions.
- Motion by Mayor Pro Tem Tabatabai, Second by Councilman Wu (no objection) to create outdoor dining process and creating more of it
- Motion by Councilman Cantos, Second by Councilman Wu (no objection) to revive the Youth Council.
- Motion by Councilman Cantos, Second by Mayor Pro Tem Tabatabai (no objection) to establish a Disability Commission.

### **CITY COUNCIL COMMENTS**

- Councilman Wu thanked staff and the Mayor for the Mayor's Prayer Breakfast.
- Councilman Wu gave a reminder about the Moon Festival on September 30, 2023.
- Mayor Diaz thanked staff for their work at the Mayor's Prayer Breakfast.

### **ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Diaz, and the meeting was adjourned at 9:33 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, September 19th, 2023, 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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Rosario Diaz  
Mayor



## **CITY OF WEST COVINA**

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

**SEPTEMBER 5, 2023, 6:00 PM  
REGULAR MEETING - CLOSED SESSION**

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

**Mayor Rosario Diaz  
Mayor Pro Tem Brian Tabatabai  
Councilman Tony Wu  
Councilwoman Letty Lopez-Viado  
Councilman Ollie Cantos**

## **MINUTES**

### **CALL TO ORDER**

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, September 5th, 2023, at 6:05 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California.

### **ROLL CALL**

Council Members

Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

Council Members

Absent: None

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney, Roxanne Lerma, Assistant City Manager, Stephanie Sikkema, Finance Director and Interim Human Resources and Risk Management Director, Milan Mrakich, Code Enforcement Manager, Oliver Yee and Jennifer Palogi, Attorney – Libert Cassidy Whitmore

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

None

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code § 54956.9(d)(4)

Number of Cases: One (1)

**2. CONFERENCE WITH LABOR NEGOTIATORS -Pursuant to Government Code § 54957.6**

City Negotiators: Morales, Duarte  
Employee Organizations

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

Unrepresented Employee Group

- Department Heads

**REPORTING OUT**

City Attorney Tom Duarte stated that there was nothing to report.

**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 6:50 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday September 19, 2023, 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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Rosario Diaz  
Mayor

DRAFT



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** September 19, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF AWARD OF REQUEST FOR PROPOSALS NO. 71-023 FOR PREPARATION OF AN AMERICANS WITH DISABILITIES ACT SELF-EVALUATION REPORT AND TRANSITION PLAN**

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### RECOMMENDATION:

It is recommended that the City Council:

1. Award Request for Proposals (RFP) No. 71-023 to Bureau Veritas Technical Assessments LLC for preparation of an American with Disabilities Act (ADA) Self-Evaluation Report and Transition Plan (Project No. C22017).
2. Authorize the Acting City Manager to negotiate and execute an agreement with Bureau Veritas Technical Assessments LLC for \$442,953, in such final form as approved by the City Attorney.

### BACKGROUND:

The Americans with Disabilities Act (ADA) was originally enacted on July 26, 1990 and became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. Title II of the ADA requires state and local governments to make their programs, services, and activities accessible to persons with disabilities. It also establishes physical access requirements for public facilities, including buildings, parks, parking lots, sidewalks and trails, curb ramps and traffic signals.

By January 26, 1993, each public entity was to have evaluated its services, policies and practices to determine their effect on accessibility of public facilities and modify them as necessary. Additionally, existing buildings were to have been retrofitted to eliminate barriers to program accessibility no later than January 26, 1995. Public entities with 50 or more employees were to have developed a Transition Plan by July 26, 1992.

In 2019, the City had an Initial Risk Management Evaluation as part of its LossCAP Program under the California Joint Powers Insurance Authority (JPIA). The evaluation recommended that the City perform a written ADA Self-Evaluation of all public facilities and develop a formal ADA Transition Plan outlining the steps necessary to complete structural changes to facilities to achieve required accessibility. The Transition Plan must identify physical obstacles, describe how the agency will make facilities accessible, outline the schedule for each year's modification efforts, and indicate the official with responsibility for implementation of the Transition Plan as required.

## DISCUSSION:

In order to select a qualified firm to assist the City with development of its ADA Self-Evaluation Report and Transition Plan, staff prepared the Request for Proposals (RFP) No. 71-023 and posted it on Planet Bids on January 30, 2023 (Attachment 1). The RFP was due on February 27, 2023 and the following four (4) firms submitted to the City their proposal along with their proposed fees. The proposed fees were reviewed only after the process of evaluation of the proposals had been completed.

<b>Firm</b>
Bureau Veritas Technical Assessments LLC
Disability Access Consultants (DAC)
Sally Swanson Architects (SSA)
Arcor Inc.

The process of selecting the most qualified firm to prepare the City's ADA Self-Evaluation Report and Transition Plan started with careful evaluation of each one of the four (4) received proposals based on the following criterion and evaluation point system:

<b>Proposal Review Criteria</b>	<b>Points</b>
Completeness of the Proposal	20
Relevant Experience and Qualifications of Proposed Project Team	30
Capacity to Perform	30
Proposed Cost	20
<b>Total</b>	100

Below table reflects total points calculated for each firm based on the above-listed criterion and maximum points per criteria.

<b>Firm</b>	<b>Points</b>
Bureau Veritas	94
DAC	92
SSA	72
Arcor Inc.	58

Staff proceeded to conduct interviews with the two top-ranked firms, Bureau Veritas and DAC, in order to have a better understanding of each firm's approach to provide the specified scope of work and the quality of their work product including the software program utilized to produce various reports. Upon completion of the interview process, it was determined that the most qualified firm to provide the required professional services to prepare the City's ADA Self-Evaluation Report and Transition Plan is the firm Bureau Veritas. Staff found Bureau Veritas' work plan as well as the quality and format of its reports to be more effective, user-friendly and adaptable.

Bureau Veritas will assist the City to develop its Self-Evaluation and Transition Plan by conducting surveys to identify physical obstacles limiting accessibility to the City's public buildings and sites where programs, services and activities are provided to the public, describing the methods to make the programs, services and activities accessible and developing a proposed schedule to implement these methods.

The Self-Evaluation Plan will have several components. Bureau Veritas will lead surveys and reviews of City ADA policies and procedures, conduct surveys of city buildings, public right-of-way, and parks to determine barriers to access, create a facilities database through ASSETCALC™ software, and Council.

The Scope of Work includes:

1. Identify City programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility;
2. Review City policies, practices, and procedures which govern the administration of City programs, activities, and services;
3. Provide a detailed outline of methods necessary to remove program accessibility barriers;
4. Conduct ADA compliance evaluation of City buildings and park amenities; and
5. Prepare the City's ADA Self Evaluation and Transition Plan.

#### **LEGAL REVIEW:**

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

#### **OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Michael Ackerman P.E.

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#### **Fiscal Impact**

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

Bureau Veritas proposal including its original fee was \$453,597.50. Subsequently, staff started a process of negotiating the proposed fee by Bureau Veritas as related to survey and data gathering within the public right-of-way (sidewalks and trails, curb ramps, traffic signals). As a result of these negotiations, Bureau Veritas agreed to reduce its original proposed fee. The revised proposed fee is based on the cost of survey in the right-of-way set at \$695.50 for each actual mile of sidewalks measured. It is estimated that the City has 421 miles of sidewalks. As such, the City will pay \$695.50 for each verified and measured mile of sidewalk in the City. The revised proposed fee by Bureau Veritas is \$442,953. Copies of Bureau Veritas proposal, original proposed fee and revised proposed fee are attached to this report (Attachment No. 2-3).

The City had initially budgeted \$1,000,000 for implementation of the ADA Transition Plan. To date \$15,406.25 has been spent on the project for coordination, preliminary planning and solicitation of proposals, leaving \$984,593 budgeted in FY2023-24 utilizing ARPA Local Recovery fund as reflected in below table. The remaining balance of project funds will be utilized to initiate implementation of the plan.

<b>Project</b>	<b>Fund</b>	<b>Account No.</b>	<b>Current Budget Balance</b>	<b>Requested Amount</b>	<b>Balance</b>
C22017	179 - ARPA Local Recovery Fund	179.501.80.83.00.00.79.79000.	\$984,593	\$442,953	\$541,640

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#### **Attachments**

Attachment No. 1 - Professional Services Agreement



**CITY COUNCIL GOALS & OBJECTIVES:** A Well-Planned Community  
Maintain Good Intergovernmental Relations  
Enhance City Image and Effectiveness  
An Accessible Community

**CITY OF WEST COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BUREAU VERITAS TECHNICAL ASSESSMENTS LLC  
FOR  
ADA EVALUATION AND TRANSITION PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of September, 2023 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, a Maryland limited liability company ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to City to conduct a comprehensive evaluation of the City's programs, activities, and services for compliance with the Americans with Disabilities Act and create and implement an American with Disabilities Act Transition Plan, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

E. Consultant responded to the City's Request for Proposals No. 71-023 dated January 30, 2023, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. City agrees to pay Consultant a lump sum of Four Hundred Forty-Two Thousand Nine Hundred Fifty-Two Dollars and Seventy-Five Cents (\$442,952.75).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Within fourteen (14) days of the Effective Date of this Agreement, Consultant shall submit a proposed project schedule to the City. Upon City's approval, the services shall be performed in strict compliance with the approved project. City and Consultant may agree to amend the project schedule. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts

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

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on September 18, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for one (1) successive one (1) year period. Such extension, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

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

## **5.0. INSURANCE**

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

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration

of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

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

whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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



communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Bureau Veritas  
220 Technology Dr.  
Irvine, CA 92618  
Tel: (800) 733-0660  
Email: Erik.Piller@BureauVeritas.com  
Attn: Erik Piller

IF TO CITY:

City of West Covina  
1444 West Garvey Ave. South  
West Covina, CA 91790  
Tel: (626) 939-8733  
Email: MAckerman@Westcovina.org  
Attn: City Engineer

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

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

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

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

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

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

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

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

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

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any

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

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

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

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

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

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

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

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

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

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

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

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

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

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,  
A municipal corporation

\_\_\_\_\_  
Paulina Morales  
Acting City Manager

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

CONSULTANT

\_\_\_\_\_  
Erik Piller, Senior Vice President

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephanie Sikkema  
Acting Human Resources and Risk  
Management Director

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

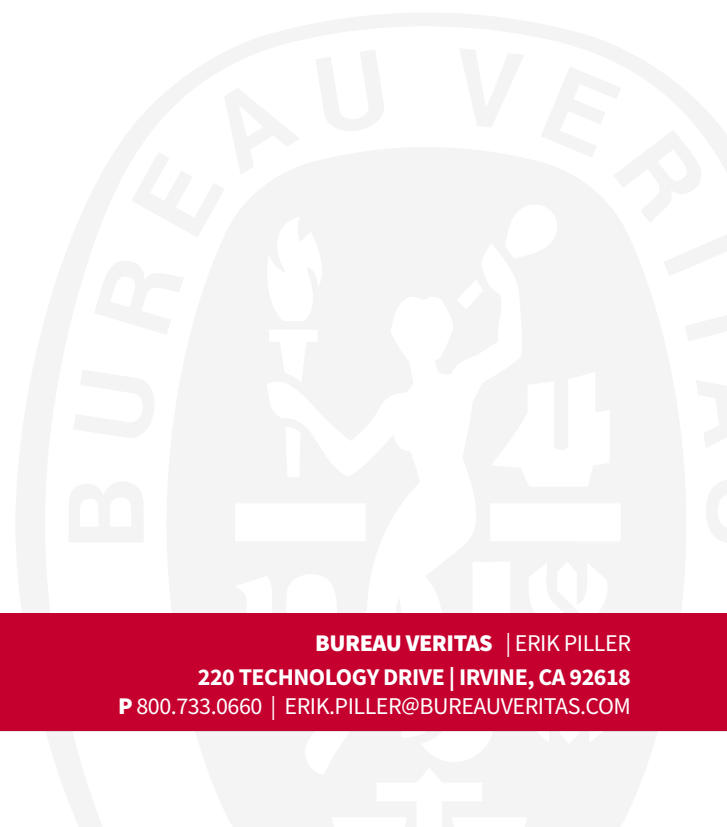


**BUREAU  
VERITAS**

# CITY OF WEST COVINA

## ADA SELF-EVALUATION AND TRANSITION PLAN

February 26, 2023



**BUREAU VERITAS** | ERIK PILLER  
220 TECHNOLOGY DRIVE | IRVINE, CA 92618  
P 800.733.0660 | [ERIK.PILLER@BUREAUVERITAS.COM](mailto:ERIK.PILLER@BUREAUVERITAS.COM)



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**NON-COLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the representative of Bureau Veritas Technical Assessments LLC, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/16/23 [date], at Irvine, CA [city, state].

Firm Bureau Veritas Technical Assessments LLC

[Signature]  
(Signature)

Erik Piller, Senior Vice President  
(Print Name & Title)

Street 220 Technology Drive

City Irvine State CA Zip 92618



**SUBCONTRACTOR CAMPAIGN CONTRIBUTION  
ACKNOWLEDGMENT FORM**

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

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

**CONTRACTOR:**

Company: Bureau Veritas Technical Assessments LLC

By: Erik Piller 

Title: Senior Vice President

Date: 2/16/23

**SUBCONTRACTOR:**

Company: \_\_\_\_\_

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

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

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

# ATTACHMENT C - SAM.GOV VERIFICATION - DEBARMENT & SUSPENSION VERIFICATION

Last updated by Heather Klepp on Dec 20, 2022 at 09:11 AM

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC



## BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

Unique Entity ID <b>ZJQFFPKZXK3</b>	CAGE / NCAGE <b>1RHL6</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 20, 2023</b>	
Physical Address <b>10461 Mill Run CIR STE 1100 Owings Mills, Maryland 21117-4206 United States</b>	Mailing Address <b>10461 Mill Run CIR, STE 1100 Owings Mills, Maryland 21117-4206 United States</b>	

### Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Maryland 02</b>	State / Country of Incorporation <b>Maryland / United States</b>	URL <b>www.bvna.com</b>

### Registration Dates

Activation Date <b>Dec 21, 2022</b>	Submission Date <b>Dec 20, 2022</b>	Initial Registration Date <b>Aug 21, 2001</b>
--	--	--

### Entity Dates

Entity Start Date <b>Nov 28, 1986</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

### Immediate Owner

CAGE <b>7DST0</b>	Legal Business Name <b>BUREAU VERITAS HOLDINGS, INC.</b>
----------------------	---

### Highest Level Owner

CAGE <b>F6527</b>	Legal Business Name <b>BUREAU VERITAS</b>
----------------------	--

### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

### Exclusion Summary

Active Exclusions Records?

**No**

### SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

### Entity Types

#### Business Types

Entity Structure <b>Other</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Foreign Owned</b>
Profit Structure <b>For Profit Organization</b>		

<https://sam.gov/entity/ZJQFFPKZXK3/coreData?status=Active>

Page 1 of 3

## ATTACHMENT C - SAM.GOV VERIFICATION - DEBARMENT & SUSPENSION VERIFICATION

Last updated by Heather Klepp on Dec 20, 2022 at 09:11 AM

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

### Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Financial Information

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**1RHL6**

### Points of Contact

#### Electronic Business

🔗  
**MATTHEW S. MUNTER, Executive Vice  
President, Sales**

**10461 Mill Run Circle  
Suite 1100  
Owings Mills, Maryland 21117  
United States**

Natalie Talbott

10461 Mill Run Circle  
Suite 1100  
Owings Mills, Maryland 21117  
United States

#### Government Business

🔗  
**MATTHEW S. MUNTER, Executive Vice  
President, Sales**

**10461 Mill Run Circle  
Suite 1100  
Owings Mills, Maryland 21117  
United States**

Natalie Talbott

10461 Mill Run Circle  
Suite 1100  
Owings Mills, Maryland 21117  
United States

#### Past Performance

🔗  
**MATTHEW S. MUNTER, Executive Vice  
President, Sales**

**10461 Mill Run Circle  
Suite 1100  
Owings Mills, Maryland 21117  
United States**

Natalie Talbott

10461 Mill Run Circle  
Suite 1100  
Owings Mills, Maryland 21117  
United States

### Service Classifications

#### NAICS Codes

Primary  
**Yes**

NAICS Codes  
**541330**  
**541310**  
**541350**  
**541611**  
**541620**

NAICS Title  
**Engineering Services**  
**Architectural Services**  
**Building Inspection Services**  
**Administrative Management And General Management Consulting  
Services**  
**Environmental Consulting Services**

### Product and Service Codes

PSC

PSC Name

**B510**

**Special Studies/Analysis- Environmental Assessments**

**B513**

**Special Studies/Analysis- Feasibility (Non-Construction)**

**B540**

**Special Studies/Analysis- Building Technology**

<https://sam.gov/entity/ZJQFFPKZXK3/coreData?status=Active>

Page 2 of 3

## ATTACHMENT C – SAM.GOV VERIFICATION – DEBARMENT & SUSPENSION VERIFICATION

Last updated by Heather Klepp on Dec 20, 2022 at 09:11 AM

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

**B543**

**Special Studies/Analysis- Energy**

### Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States

**Any**

Counties

**(blank)**

Metropolitan Statistical Areas

**(blank)**

### Principals

The Principals for Bureau Veritas Technical Assessments LLC are listed below. None of them are debarred, suspended, or otherwise ineligible to participate in this project. An “Exclusions” printout from SAM.gov is provided in the Appendix of this document.

- **Nestor Benavides** - CEO
- **Ron Stupi** - President
- **Heather Bush** - VP/Secretary
- **Shawn Till** - General Manager

# ATTACHMENT G - CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Bureau Veritas Technical Assessments LLC 10461 Mill Run Circle, Suite 1100 Owings Mills MD 21117 USA		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Allianz Global Risks US Insurance Co.	35300
		INSURER B: Hartford Fire Insurance Co.	19682
		INSURER C: Trumbull Insurance Company	27120
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 570097192538 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Archit&Eng Prof			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

<b>CERTIFICATE HOLDER</b>  Bureau Veritas Technical Assessments LLC 10461 Mill Run Circle, Suite 1100 Owings Mills MD 21117 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

Holder Identifier :

570097192538

Certificate No :

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD





AGENCY CUSTOMER ID: 570000048582

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas Technical Assessments LLC
POLICY NUMBER See Certificate Numbe 570097192538		
CARRIER See Certificate Numbe 570097192538	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/23-01/01/24	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/23-01/01/24	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/23-01/01/24	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/23-01/01/24	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/23-01/01/24	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/23-01/01/24	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/23-01/01/24	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/23-01/01/24	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/23-01/01/24	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/23-01/01/24	Twin City Fire Insurance Company WI
10WBRS41201	01/01/23-01/01/24	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/23-01/01/24	Hartford Fire Insurance Company PR



Form <b style="font-size: 1.2em;">W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bureau Veritas Technical Assessments LLC</b>		
<b>2</b> Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶	
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>10461 Mill Run Circle Suite 1100</b>		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Owings Mills, MD 21117</b>		
<b>7</b> List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b>		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<b>Social security number</b> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 2px;"></div> or <b>Employer identification number</b> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 2px; display: flex; align-items: center;"> <span style="border-right: 1px solid black; padding: 0 5px;">0</span> <span style="border-right: 1px solid black; padding: 0 5px;">2</span> <span style="border-right: 1px solid black; padding: 0 5px;">-</span> <span style="border-right: 1px solid black; padding: 0 5px;">0</span> <span style="border-right: 1px solid black; padding: 0 5px;">6</span> <span style="border-right: 1px solid black; padding: 0 5px;">5</span> <span style="border-right: 1px solid black; padding: 0 5px;">5</span> <span style="border-right: 1px solid black; padding: 0 5px;">9</span> <span style="border-right: 1px solid black; padding: 0 5px;">9</span> <span style="border-right: 1px solid black; padding: 0 5px;">7</span> </div>		
<b>Part II Certification</b> Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>11/10/23</b>
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

## 1. COVER LETTER

February 26, 2023

City of West Covina  
Attn: Maria Delira  
1444 W Garvey Avenue S  
West Covina, CA 91790



RE: RFP for ADA Self-Evaluation and Transition Plan

Dear Ms. Delira,

Thank you for taking the time to review Bureau Veritas Technical Assessments, LLC's (Bureau Veritas or BV) qualifications in response to the City of West Covina's RFP for ADA Self-Evaluation and Transition Plan services. The following proposal details our expertise and capability to execute this project.

**Proven Experience** | Bureau Veritas has extensive experience providing ADA Assessments for City, County and State Government entities. We are licensed in the State of California and are familiar with all ADA and California codes and regulations. In addition to ADA Self-Evaluation and Transition Plan expertise - Bureau Veritas offers a full suite of services including ADA plan check, inspections, design, and turn-key project management for implementation. BV's code compliance group has performed ADA and CASp plan check and inspections for hundreds of municipalities acting as augmented staff or third party consultants.

**Highly Qualified Team** | Bureau Veritas is an architecture and engineering firm focused solely on assessment and planning studies, with 800 professionals nationwide. We provide a national broad based Project Team of Accessibility Assessors with backgrounds in Architecture, Civil Engineering, Landscape Architecture, and Construction. BV has 21 CASp professionals - including 12 plan check and inspectors, 6 assessors, and 3 design professionals.

**ADA Experience** | Our assessment teams have performed similar services for clients including:

- City of Chino Hills (just awarded)
- John Wayne Airport
- City of Seal Beach
- City of Aliso Viejo
- City of Rancho Cucamonga
- San Bernardino County Transportation Authority
- City of Pomona
- City of Montebello
- City of El Segundo
- City of Industry
- City of Garden Grove
- City of Alameda
- City of Tracy
- Hayward Recreation and Parks
- City of Napa
- Ambrose Parks and Recreation District
- Sonoma County
- Humboldt County
- City of Brea
- City of Orange

We appreciate the opportunity to present our qualifications for these services and look forward to working with the City of West Covina. I am authorized to bind Bureau Veritas to all terms, conditions, and commitments made in this proposal. Please contact me at 800.733.0660, ext. 7292704 or [erik.piller@bureauveritas.com](mailto:erik.piller@bureauveritas.com) to further discuss our qualifications.

Sincerely,

Erik Piller  
Senior Vice President

## 2. PROJECT SUMMARY SECTION

### General Statement of Understanding

Bureau Veritas understands that it will provide consulting services to ensure the City of West Covina (City) complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), the California Building Code, and local accessibility regulations with regards to its programs, and services, public buildings and facilities, parks, exterior amenities, and paths of travel. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State of California, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications. The City of West Covina requires a phased schedule for achieving compliance with the American with Disabilities Act Self Evaluation, which includes a Transition Plan.

### EXPERIENCE WITH STANDARDS AND GUIDELINES

Bureau Veritas has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and the California Building Code, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City of West Covina and by public survey results. Bureau Veritas is experienced with the application of the program access test defined in Title II 35.150(b), and understands that not all individual barriers must be removed, but the overall program must be made accessible.

### Proposed Project Approach

Bureau Veritas understands that we will provide consulting services to ensure that the City of West Covina (City) complies with all aspects of the Americans with Disabilities Act (ADA), the State of California, and local accessibility regulations with regards to its public buildings, programs, and services.

The scope of the work, as defined by the City, includes:

- ADA Self Evaluation
  - Physical Assessment of Facilities, Sites, and Parks
  - Accessibility Transition Plan
- Program Access and Policy Review
- Public Outreach Meetings (2)
- Public Rights-of-Way (PROW) Evaluation: public sidewalks and curb ramps

The City has requested services for:

- 31 Sites - Parks and Facilities
- Public Rights of Way (PROW)
  - 421 miles of sidewalks
  - 3500 curb ramps (approximation)

Bureau Veritas will complete the following:

- Conduct comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Site list.
- Ensure compliance with applicable standards, regulations, and codes for accessibility
- Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Assessment of the content and location of City programs, services, policies, training and communication practices.
- Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.
- Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.
- Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Prepare interim and final presentations of findings and recommendations to the City.
- Deliver draft and final reports per protocol established by the City.
- Maintain the electronic database the City can use to track barrier removals as each is completed, which serves as a living Transition Plan.

### 3. METHODOLOGY SECTION

#### APPROACH

Bureau Veritas will conduct a kick-off meeting with the City to define communication channels, define the scope of work, and to review the facility and program lists. Discussions will include recent and proposed capital improvements and available programs at each of the facilities. Bureau Veritas will note public use patterns and prioritization of the facilities and programs.

Prior to the kick-off meeting, Bureau Veritas will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior accessibility transition plans or self-evaluations
- Site plans / floor plans
- Identification of any/all historic structures
- Description of each facility's purpose
- As-built drawings (with dates of construction)
- Current reasonable accommodation policy
- Intersection / street / curb plans / previous sidewalk survey

The initial discussions with City staff will include the following elements:

- Roles and lines of communication between and within both the City and Bureau Veritas.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate City staff and Bureau Veritas.
- Field assessment logistics: Normally, Bureau Veritas does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of client's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City requests.
- Facility mapping.
- Protocol for handling paths not clearly designated on the map, not collected due to construction, or otherwise deemed inaccessible. (PROW Survey)
- Strategies for connectivity between isolated urbanized areas. (PROW Survey)

Field schedules and facility management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, Bureau Veritas will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

#### Program Access and Policy Review

Bureau Veritas is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. Bureau Veritas's goal is to assist the City in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

An assessment of the City's programs will be performed. The United States Department of Justice defines "programs" as the "programs, services and facilities" of a Title II entity. The current status of the City's programs as defined by the DOJ will be evaluated through discussions with City staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs, and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

Bureau Veritas will meet with the designated representatives of the City to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. Bureau Veritas will evaluate the issues and experiences with respect to the provision of services to people with disabilities.

A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to Bureau Veritas as part of the City's request for a proposal. As such, Bureau Veritas has limited the review of said programs and communications to eighty (80) man hours. Bureau Veritas will work with the City to prioritize the review to those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, Bureau Veritas will work with the City to determine if providing full access to the program would be an "undue financial and



administrative burden.” Determinations regarding a finding of an “undue financial and administrative burden” require specific documentation as set forth in the Title II regulations.

Public Outreach

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV with work with the City to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the City’s ADA Compliance Team’s advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities and program opinion. Bureau Veritas will arrange for and conduct a public outreach meeting for the community at large. Bureau Veritas will reach out to local disability rights and service organizations for their valuable community input.

Bureau Veritas’s goal is to assist the City in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the City’s ADA Compliance Team will be incorporated into the Transition Plan. Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website.

Examples of survey results from public sessions are included below.

Review of Website Accessibility

The ADA applies to Title III public accommodations’ websites, regardless of whether there is a specific regulation or technical standard in the ADA standards.

In a 2018 letter to Congress regarding business owned websites, the Department of Justice (DOJ) noted, as it has in the past with other elements, spaces, or technologies for which there are no technical accessibility specifications, that the absence of a technical standard does not “serve as a basis for noncompliance” with the ADA’s general obligation to ensure equal access to goods and services. Rather, it means that public accommodations have “flexibility” in how to facilitate that access.

PUBLIC SURVEY RESULTS FOR CITY BUILDINGS					
FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5
Public Restrooms	60%	0%	40%	0%	0%
Accessible Seating	20%	30%	20%	20%	0%
Accessible Routes	20%	30%	10%	20%	20%
Entrances / Doorways	0%	10%	20%	40%	30%
Parking Accommodations	0%	10%	10%	40%	40%

Note: Highest percentages are highlighted. Percentages are rounded numbers.

Existing website standards and guidelines can help web developers create and maintain accessible websites. DOJ has often referred to the Web Content Accessibility Guidelines (WCAG 2.0), developed by the Web Accessibility Initiative (WAI), as a way of measuring the accessibility of websites.

Bureau Veritas will analyze and evaluate the client's website for accessible content, including use of the WAVE web accessibility evaluation tool or similar technology. Applying the current WCAG version (currently 2.1), Bureau Veritas will determine barriers to accessibility within the client's website and present appropriate barrier removal. This review is limited to up to 7 templated pages that are representative to your website and those general edits will need to be remedied throughout the entire site.

### Facility and Parks Assessments

An experienced accessibility field observer will visit each property to observe the general condition of the site, facility interior, facility exterior improvements, and parks, and will review available documents in order to familiarize themselves with each site's specific accessibility issues. Bureau Veritas will conduct a walk-through visit of each facility and park in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the assessment process, Bureau Veritas will meet with a City representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at client offices reviewing the entire client inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, amenities, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives and Bureau Veritas's vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by the City that could aid Bureau Veritas's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State of California and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The field checklists will incorporate the applicable standards. An example of the field checklists is provided on the following page.

The Bureau Veritas team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. Bureau Veritas will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits
- Drinking fountains and water coolers
- Water closets

<b>PARKING (see Guidance Section) AND PULL-UP/DROP OFF AREAS</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>	<b>NOTES</b>	<b>ADA 2010 Section</b>
Are adequate ADA parking stalls provided? See Table 208.2 in Guidance. Evaluate each parking lot/facility separately.				Total pkg. including accessible= Van accessible pkg= Car accessible pkg.=	208.2
Are accessible stalls located on the shortest route to accessible entrance?					208.2
Are accessible stalls dispersed where parking lot serves more than 1 entrance/facility so that spaces are on shortest accessible route to each?					208.3.1
Is each parking stall and access aisle separate from accessible routes?					502.7
Is each stall and access aisle a max. 2.08% grade (1:48) in all directions?					502.4

- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, Bureau Veritas will discuss these solutions in advance with City staff. Bureau Veritas will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

### **PRIORITY RANKING AND CLASSIFICATION**

The analysis will include all barriers to be ranked by Priority Classes. The five classes below are DOJ recommended but can be altered to meet your specifications and needs:

**Priority 1:** Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

**Priority 2:** Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

**Priority 3:** Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars, replacement of sinks and drinking fountains.

**Priority 4:** Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

**Priority 5:** Employee-Only Areas – Employee-only areas are designated as the lowest priority, as a method of placing public spaces as a higher priority for barrier removals.

## Public Rights-of-Way Evaluation

Prior to initiating the public right-of-way portions of the contract, Bureau Veritas (BV) will confirm the list of sidewalks, streets and curb cuts that will be analyzed.

BV will systematically survey the sidewalk and street crossing surface environment for compliance with state, local, and Federal accessibility standards. BV will document changes in level, horizontal openings, upheavals, and other pathway events that may pose a barrier or potential hazard in the sidewalk and street crossing environment. Any major impediments and obstructions will be recorded.

BV will measure the grade and cross slope of each element of the curb ramp. The barriers of each curb ramp or the lack of a curb ramp will be documented. BV will capture deficiency data for transit stops, signalized intersections, and un-signalized intersections, including access to pedestrian pushbuttons and the condition and presence of crosswalk markings.

The PROW survey will begin in those priority areas that received the highest rank and will then extend to the other areas which are part of the rights-of-way list. This evaluation will identify and record any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right of Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

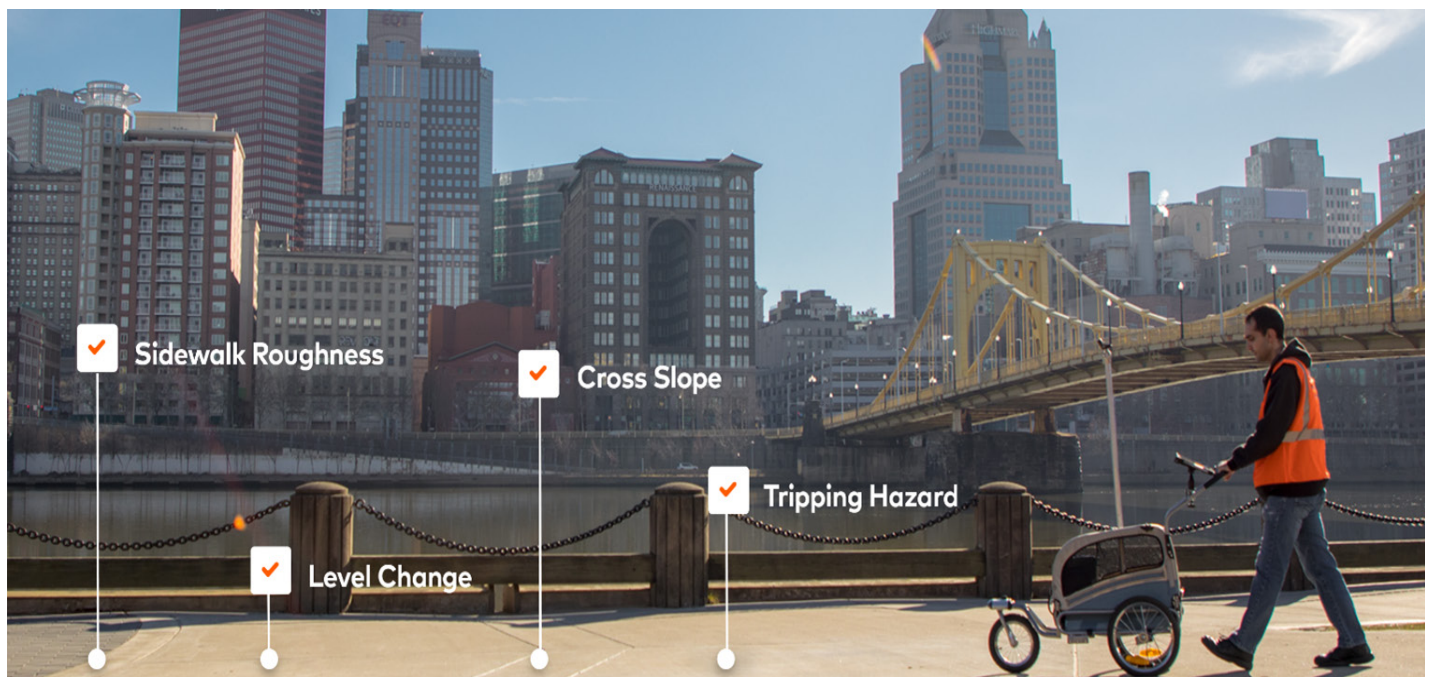
## Public Rights of Way Assessment Process (PROWAP) Technology

The BV team will utilize a proprietary PROWAP engineered by PathVu to efficiently and accurately assess the conditions that exist in the sidewalk environment within the City's jurisdiction. An assessment coordinator utilizes pathMet, a pushcart system, along each sidewalk corridor, which systematically evaluates the sidewalk surface and environment for compliance with state and federal accessibility standards. The system automates the process of discovering and documenting changes in level, horizontal openings, upheavals, or other pathway events that may pose a barrier or potential hazard in the sidewalk environment. The PROWAP system provides spatial information about the features discovered, including GPS data, a digital image, and the distance along the stroll path. BV is able to provide an objective high-resolution data that inventories and characterizes sidewalk conditions. The collection device is engineered to meet ASTM standard E3028 with the output providing a route accessibility index allowing for prioritization based upon the customer's needs.

Data collection for curb ramps is also effectively streamlined by use of the curbMet tool. The curb ramp data collection tool is used to measure the grade and cross slope of each element of the curb ramp. Once the dimension measurement portion of the curb ramp assessment is finished, the entire assessment is complete, the data output is analyzed and indexed based on the customer's needs.

## PROW Deliverable

The sidewalk data collected is integrated, along with various 3rd party data, into the pathVu data analytics platform and is processed to provide a characterization of a span of the sidewalk. Condition, grade, and curb ramp information





are all combined to provide a comprehensive view of a walkability network and enables engineering firms and municipalities can use to prioritize and spec the sidewalk repairs and upgrades. Reports from both data collection tools are combined and presented to the customer in GIS and Shapefiles.

The sidewalk and street crossing reports will include the following:

- Conversion of field data into the agreed upon format for import and use by the City.
- Spreadsheet data in Microsoft Excel format that contains a worksheet with the collected data for each feature type assessed, as well as a worksheet that contains the best path of travel data.
- Relatable tables (including GPS coordinates) in a file that contain the results of the assessment.

### Transition Plan

The field assessment data and costs, programs assessment, and the public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once the assessments of the programs, buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with City staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- Identification of physical and programmatic barriers in facilities under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, Bureau Veritas notes work that shall remove physical and programmatic barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility

compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website. Following the public meeting, Bureau Veritas will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, Bureau Veritas will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. Bureau Veritas will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, Bureau Veritas will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

## Deliverables

The deliverables are:

- Facility and Park ADA Assessments- individual facility reports
- Public Rights-of-way Assessments- individual rights-of-way reports
- Program Access and Policy Review
- Public Outreach Meetings (2) and Public Survey
- Transition Plan

The facility assessment and program assessment reports are provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.
- Cloud-based database ADA AssetCALC™.

Bureau Veritas will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

The Public Rights-of-Way (PROW) reports will be provided with all of the collected and derived data in a spreadsheet format compatible with Microsoft Excel and as a file geodatabase that is compatible with GIS products. The PROW data is separated into two primary data sets; the Segment Data that contains surface information, and the Feature Data.

Line data and point data can be spatially displayed via the GPS information recorded for the stations and features they contain. Segment Summary data is a table of information about each segment that is derived from the collected data. Feature data is separated into three different tables. The first is the spatial feature summary that contains the spatial location and type information for each feature collected. The second feature is a table created for each individual feature type collected contain the specific attribute data for that feature type. The third table is the compliance table that derives the compliance of each feature based on a series of queries comparing the collected data and the minimum

requirements of the Draft Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Both the feature data and compliance data can be joined or related to the spatial feature summary table via a unique ID that the PROW software generates.

Bureau Veritas will use our web-based database, ADA AssetCALC™ for the facility assessments, and for components of the Transition Plan. ADA AssetCALC™ will provide the CLIENT with the ability to generate cost tables for all facilities, or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. Bureau Veritas will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. Bureau Veritas will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all City comments have been addressed.

## **Data Management Solution - ADA AssetCALC™ Software**

Bureau Veritas is providing access, at no additional charge, to ADA AssetCALC™ for a period of one year. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The City is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats. We have included ADA AssetCALC™ licenses for one (1) year with unlimited users. If the City wishes to use the software after the initial year, the annual license fee will be \$3,500.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage. ADA AssetCALC™ will provide the City with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the City. Bureau Veritas recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, Bureau Veritas will work with the City to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all City physical assets and will be grouped in a hierarchy based on site location, asset group, and function.

Bureau Veritas will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/Transition Plan. The database contains a capital planning and transition planning module in which accessibility construction projects may be established, including barrier removal priorities. It will provide the City with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:



- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™ reporting can include GPS coordinates for locations of each exterior barrier on a satellite map. Bureau Veritas, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

Screenshots and a live demonstration are available upon request.

Bayview Park > Accessibility Observations

Save Cancel

Assembly:	Baseball/Softball Field		
Type:	Bleacher Seating		
ADAAG#:	221; 802.2; 802.3		
Detail:	The required number of wheelchair spaces is not provided at the bleacher seating for the ballfield.		
Area:	Baseball/ Softball Fields		
Location:	Baseball/Softball Field		
Observed:	5/26/2011	by	BAHamrick (use MM/DD/YYYY for the date)
Resolution:	Provide wheelchair spaces at the bleacher seating to comply with Table 221.2.1.1. Provide at least one wheelchair space per side. Wheelchair spaces shall not have slopes steeper than 1:48. A single wheelchair space shall be 36" wide minimum. Where two or more wheelchair spaces are provided, each wheelchair space shall be 33" wide minimum. Where a wheelchair space can be entered from the front or rear, the wheelchair space shall be 48" deep minimum. Where a wheelchair space can be entered only from the side, the wheelchair space shall be 60" deep minimum. Each wheelchair space shall adjoin an accessible route. Accessible routes shall not overlap		
Site Conditions:	Two sets of bleachers are provided at the playing field; however wheelchair spaces are not provided.		
Quantity:	40	SF	
Unit Cost:	\$ 4.37		
Total:			
Priority:	- 4 -		
Photos:	<div>  <div> <a href="#">View full size</a>  <a href="#">Delete</a>  <a href="#">Make Default Photo</a> </div> </div> <div>  <div> <a href="#">View full size</a>  <a href="#">Delete</a>  <a href="#">Make Default Photo</a> </div> </div> <div> <div>Browse...</div> <div>Browse...</div> </div>		



## Interactive GPS map with numbered icons

All Facilities
Adams Plaza - SMAQ1730

Overview
Accessibility
Photos
Documents

Re-number Map Markers
Reset Map
Map
Satellite

Icon	Address	Building	Description	Latitude	Longitude
1	17291	BUILDING 1	The parking space is less than 96" wide.	42.253865	-71.027726
2	17306	BUILDING 1	The access aisle is less than 60" wide	42.253774	-71.027597
4	17308	BUILDING 1	MASSACHUSETTS: Signage is not provided at the van accessible space.	42.253771	-71.027575
7	17311	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253868	-71.027694
8	17312	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253692	-71.027635

## Work Completed/Verified Report

Marian Road - Sitework - General (Marian Rd.)										
Obs#	Observation	Location	UFAS Ref#	Qty	Unit	Unit Cost	Total	Reported Complete	Verified	Verification Comments
3-8	ADA - Parking stalls and access aisles require re-leveling to meet UFAS guideline	Front of building	4.7.5: 4.6	1	ea	\$3,998	\$3,998	<input type="checkbox"/>	<input type="checkbox"/>	
9-10	ADA-Install new curb cut (concrete sidewalk)	Front of building	4.7.5	1	ea	\$1,561	\$1,561	<input type="checkbox"/>	<input type="checkbox"/>	
1	ADA-Submit waiver to HUD for variance			1	ls	\$0	\$0	<input type="checkbox"/>	<input type="checkbox"/>	
2	ADA-Submit waiver to HUD for variance	The concrete sidewalk is on the East front side of the property and runs straight up the hill to the exterior parking of the building.	4.3.8: 4.5.2: 4.3.2(1).	1	ls	\$0	\$0	<input type="checkbox"/>	<input type="checkbox"/>	
12	Replace damaged concrete	The sidewalk is located off of the third floor solarium in the outside sitting area.	4.5.2	8	lf	\$496	\$3,968	<input type="checkbox"/>	<input type="checkbox"/>	
Sitework Percent Reported Complete/Verified:								0.00 %	0.00 %	
Sitework Total:								\$9,527		
Marian Road Percent Reported Complete/Verified:								0.00 %	0.00 %	
Marian Road Grand Total:								\$9,527		

The ADA AssetCALC™ cost estimating database is based on both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by Bureau Veritas, based on historical and localized actual costs. Bureau Veritas maintains and updates the cost estimating system with information received from the field. Through ADA project management and construction monitoring work, Bureau Veritas has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows Bureau Veritas to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means' models.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example,

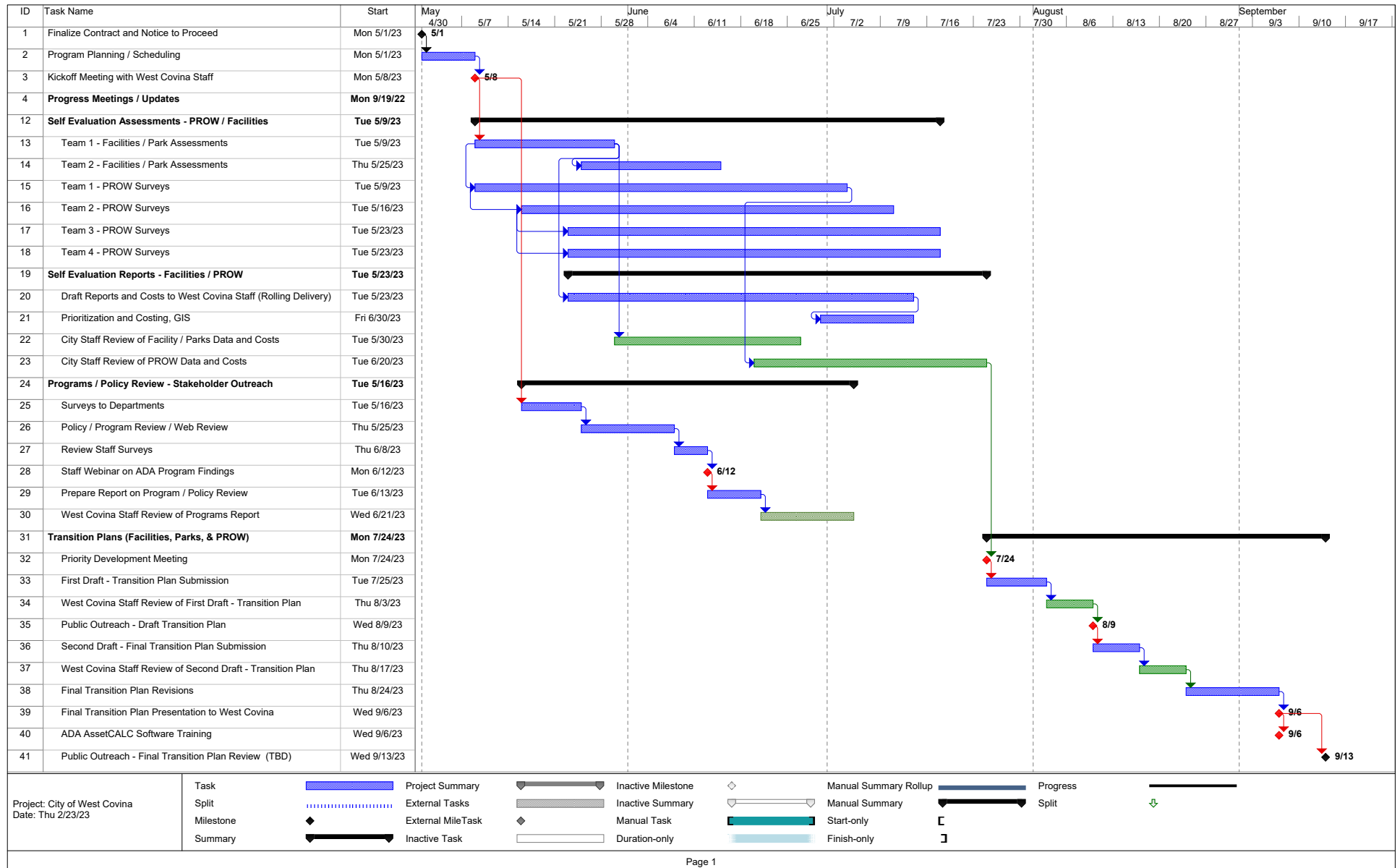
a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. ADA AssetCALC™ cost estimates are pre-planning level, order of magnitude barrier removal cost estimates. Cost tables, similar to the ones detailed in the table below, will be provided for each facility/site.

**ADA AssetCALC Summary Cost Table**

Barrier ID	Type	Barrier Priority	Detail	GPS Lat/ Long	Location Desc	Ref. #	Quantity	Cost	Unit	Total
59893	Building Entrance- Doors	1	The maneuvering clearance at the entry door is not compliant	34.603538 -118.153558	Main building entrance	CBC Chap 11B-404.2	1	1750	EA	1,750
59867	Bathrooms/ Bathing Rooms/ Shower Rooms- Sinage	3	The women's restroom does not have compliant signage at the door		Women's public restroom	CBC 216.2, 703.1, 703.2, 703.5	1	110	EA	\$ 110

## PROPOSED SCHEDULE

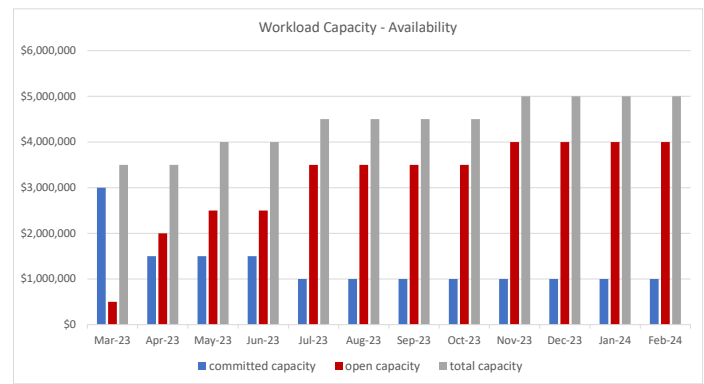
Bureau Veritas has the required resources to perform the project in a timely manner. The proposed schedule below is open to discussion between the City of West Covina and Bureau Veritas.



## AVAILABILITY AND CAPACITY

Bureau Veritas has maintained itself as a viable, professional assessment services corporation. BV is fully staffed to manage any size project load, including simultaneous multiple site projects. Our field staff can provide a commitment of time suitable to the needs of the proposed City program. The proposed project would be a significant one for BV, and we have the in-house resources to fully staff this project without program disruption or cost impact.

Bureau Veritas has 700 staff and a dedicated Asset Management team. The regional team usually has approximately three to five concurrent assessment projects engaged that range from 400,000 SF to 1,000,000 SF. For example, currently we have three School Districts, one University, and three Municipal projects concurrently in progress. BV has a very scalable staff and can provide resources from one team to over ten teams on a project.



Availability of all key personnel is included in the chart below.

## PROJECT PERSONNEL

Key Personnel	Project Role	Years of Experience	Certification / Registration	Availability to Project	ADA Experience
Erik Piller	Project Executive	20		20%	
Michael Cuniff	Program Manager	22		80%	
Bryon Scott	QA / QC	21	ADAC	30%	
Mouaz Alrayes	Senior Project Manager	17		100%	
Tracy Trisko	Assessment Team	30+	RLA	100%	
Allyson Watts	Assessment Team	30+	CASp, RA	100%	
Susan Lloyd	Assessment Team	30+	ADAC	100%	
Brian Manternach	Assessment Team	30	CASp	100%	
Justin Vang	Assessment Team	5	CASp	100%	



#### **4. FEE SCHEDULE**

The Fee Schedule, per instructions in the City's RFP, will be provided in a separate file along with this proposal.

#### **5. EXCLUDED OR SUBCONTRACTED SERVICES**

No services outlined in this RFP will be excluded as a part of this proposal, nor do we require the use of subcontractors to provide any of the services outlined in this RFP.

## 6. LIST OF SIMILAR SERVICES COMPLETED

BV has proven relevant experience with the codes and regulations applicable to the City's project. BV's history of successful performance demonstrates a competency in the following code/regulatory areas:

- 2010 ADA Standards for Accessible Design
- ADAAG / ABA / UFAS
- 2009 ICC/ANSI A117.1
- Local Building Codes
- ADA/504 Compliance
- PROWAG
- BOCA (Certified Inspectors on staff)
- NFPA
- AHERA
- USEPA Standards
- OSHA Codes and Regulations
- ASHRAE Standards related to Indoor Air Quality and Design

Projects completed by BV similar in scope to the City's project are as follows:

CLIENT	STATE	SERVICES	YEAR COMPLETED
City of Chino Hills	CA	ADA Assessment	Just Awarded
City of Alameda	CA	ADA Transition Plan	Ongoing
City of Garden Grove	CA	FCA and ADA Assessment	Ongoing
City of Napa	CA	FCA& ADA Assessment	Ongoing
City of South Lake Tahoe	CA	ADA Transition Plan	2022
John Wayne Airport	CA	ADA Consulting	2022
City of Palmdale	CA	CASp Consulting	2022
City of Tracy	CA	ADA Transition Plan	2022
City of El Segundo	CA	FCA and ADA Assessment	2022
Rancho Cucamonga	CA	ADA Transition Plan	2021
San Bernardino County	CA	ADA Transition Plan	2021
Sonoma County	CA	FCA & ADA Assessment	2021
State of Washington Parks & Recreation	WA	ADA Transition Plan	2020
City of Redmond	WA	ADA Assessment	2020
City of Lexington	NC	ADA Assessment	2020
State of Hawaii	HI	ADA Study	2019
University of Nevada, Reno	NV	ADA Assessment	2019
Hayward Recreation and Park District	CA	ADA Assessment	2019
City of Brea	CA	FCA and ADA Assessment	2019
Atlanta Housing Authority	GA	ADA Assessment	2019
City of Rockville	MD	ADA Assessment	2018
New Hanover County	NC	FCA and ADA Assessment	2018
Kimco	Nationwide	FCA and ADA Assessment	2018
City of Wilmington	DE	ADA Assessment	2018
MD Nat'l Capital Park & Planning Commission	MD	ADA Assessment	2017
MetroParks of the Toledo Area	OH	FCA and ADA Assessment	2017
Arlington County	VA	ADA Assessment	2017
City of Orange	CA	FCA and ADA Assessment	2016
City of Monterey	CA	CASp Study	2016
Ambrose Parks and Recreation District	CA	ADA Assessment	2016
Rockdale County	GA	ADA Assessment	2016



The City required an ADA Self-Evaluation and Transition Plan for all facilities. BVTa inspected the sites and provided a list of prioritized barrier improvements with an order of magnitude cost estimates. Part of our deliverable was a “live” transition plan utilizing our ADA AssetCALC™ database platform.

Ken Berkman  
350 Main Street  
El Segundo, CA 90245  
(310) 524-2300  
kberkman@elsegundo.org



**BUREAU  
VERITAS**

**pathVu**

## PROJECT PROFILE

# CITY OF GARDEN GROVE

## FACILITY CONDITION ASSESSMENT AND ADA SELF-EVALUATION AND TRANSITION PLAN

The City awarded Bureau Veritas Technical Assessments LLC (BVTA) with a contract for ADA Evaluation and Transition Plan services and an additional option for Facility Condition Assessments to be concurrently conducted.

Our consulting services were to help the City of Garden Grove comply with all aspects of the Americans with Disabilities Act (ADA), the State of California, and local accessibility regulations in regard to its public buildings. Our assessments culminated in the production of an ADA Transition Plan, which included a schedule of improvements necessary to meet the ADA requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

We were also awarded additional services to perform ADA Surveys of PROW within +/- 1,200 feet of 35 city-owned sites to meet the requirements of Section 9.3 of the Local Assistance Procedure Manual as published by the California Department of Transportation. This included the recording of sidewalk slope and cross-slope data, path of travel barriers, and curb ramp compliance.

BVTA was additionally asked to provide Facility Condition Assessment services which included a life cycle analysis, inventory of assets, and a capital plan with recommendations for repair and replacements over the next 20 years. The assessment included looking at essential facilities, recreational sites, water division assets, and other community structures. Our assessors looked at all major building systems including building envelope, infrastructure, MEP, and interiors.

### LOCATION

Garden Grove, CA

### SERVICE

Facility Condition Assessment  
ADA Transition Plan

### SIZE

42 Facilities  
304,389 SF

### FACILITY TYPE

City Hall & Administrative  
Buildings  
Theaters & Libraries  
Fire & Police Stations  
Park/Rec. Facilities & Golf  
Course  
Community Center  
Public Rights-of-Way

### REFERENCE

Phillip Carter  
Facilities Division Manager  
City of Garden Grove  
13802 Newhope Street  
Garden Grove, CA 92843  
(714) 741-5380  
[philc@garden-grove.org](mailto:philc@garden-grove.org)





**BUREAU  
VERITAS**

## PROJECT PROFILE

# CITY OF RANCHO CUCAMONGA

## ADA ASSESSMENT & TRANSITION PLAN

Bureau Veritas Technical Assessments LLC (BVTA) worked with Owen Group to perform ADA Title III assessments for the City of Rancho Cucamonga. The facilities assessed included 7 fire stations, police facilities, 31 parks, 100 miles of bike paths and trails, sports and recreation facilities, community and senior centers, public libraries, an animal shelter, and support facilities. The project scope also included the assessment of public rights-of-way (PROW): 13.5 miles of sidewalk, 3,000 curb ramps, 207 traffic signals, and 1,200 parking stalls.

The goal of the assessment was to define the City's ADA deficiencies and develop a transition plan to bring the City's facilities into compliance with Federal ADA regulations.

The assessment team developed a methodology for collecting facility data addressing such concerns as non-compliance, condition, and future facility management and operational needs. The team compiled a comprehensive inventory of City buildings, noting such attributes as description, size, condition, code, and ADA compliance.

The team provided a report detailing the findings at each facility, a database of the findings, and recommended a transition plan to implement over the next 10 years. Each report and database included a detailed description of each deficiency. The report was organized to include a narrative description of the deficiencies, applicable guidelines, viable corrective action, location description, and color digital photos of all recorded deficiencies.

This evaluation of PROW identified and recorded any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right-of-Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

### LOCATION

Rancho Cucamonga, CA

### SERVICE

ADA Assessment  
ADA Transition Plan

### SIZE

554,063 SF  
53 Facilities  
13.5 miles of Sidewalk  
3,000 Curb Ramps

### FACILITY TYPE

Parks & Trails  
Sports Centers, AAA Ballpark  
Community & Senior Centers  
Libraries  
Fire Stations & Police Facilities  
Corp Yard & Support Facilities  
Public Rights-of-Way

### REFERENCE

City of Rancho Cucamonga  
Ty Quaintance  
Facilities Superintendent  
(909) 774-4102 x4148  
[Ty.quaintance@cityofrc.us](mailto:Ty.quaintance@cityofrc.us)



**BUREAU  
VERITAS**

**FEHR & PEERS**

## PROJECT PROFILE

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

## ADA ASSESSMENT AND TRANSITION PLAN

Bureau Veritas was on a team lead by Fehr & Peers to provide San Bernardino County Transportation Authority a sidewalk connectivity plan subsidized by a Caltrans grant. The data collection was a sample of Public Right of Way (PROW) for 24 cities and the county.

BV systematically surveyed the sidewalk and street crossing surface environment for compliance with state, local, and Federal accessibility standards. BV documented changes in level, horizontal openings, upheavals, and other pathway events that may have posed a barrier or potential hazard in the sidewalk and street crossing environment. All major impediments and obstructions were recorded.

BV measured the grade and cross slope of each element of the curb ramp. The barriers of each curb ramp or the lack of a curb ramp was documented. BV captured deficiency data for transit stops, signalized intersections, and un-signalized intersections, including access to pedestrian pushbuttons and the condition and presence of crosswalk markings.

The sidewalk data collected was integrated, along with various 3rd party data, into the pathVu data analytics platform and was processed to provide a characterization of a span of the sidewalk. Condition, grade, and curb ramp information were all combined to provide a comprehensive view of a walkability network to enable engineering firms and municipalities to prioritize and spec the sidewalk repairs and upgrades.

### LOCATION

San Bernardino County, CA

### SERVICE

Pedestrian Sidewalk  
Connectivity Plan  
Public Right of Way (PROW)  
ADA Survey

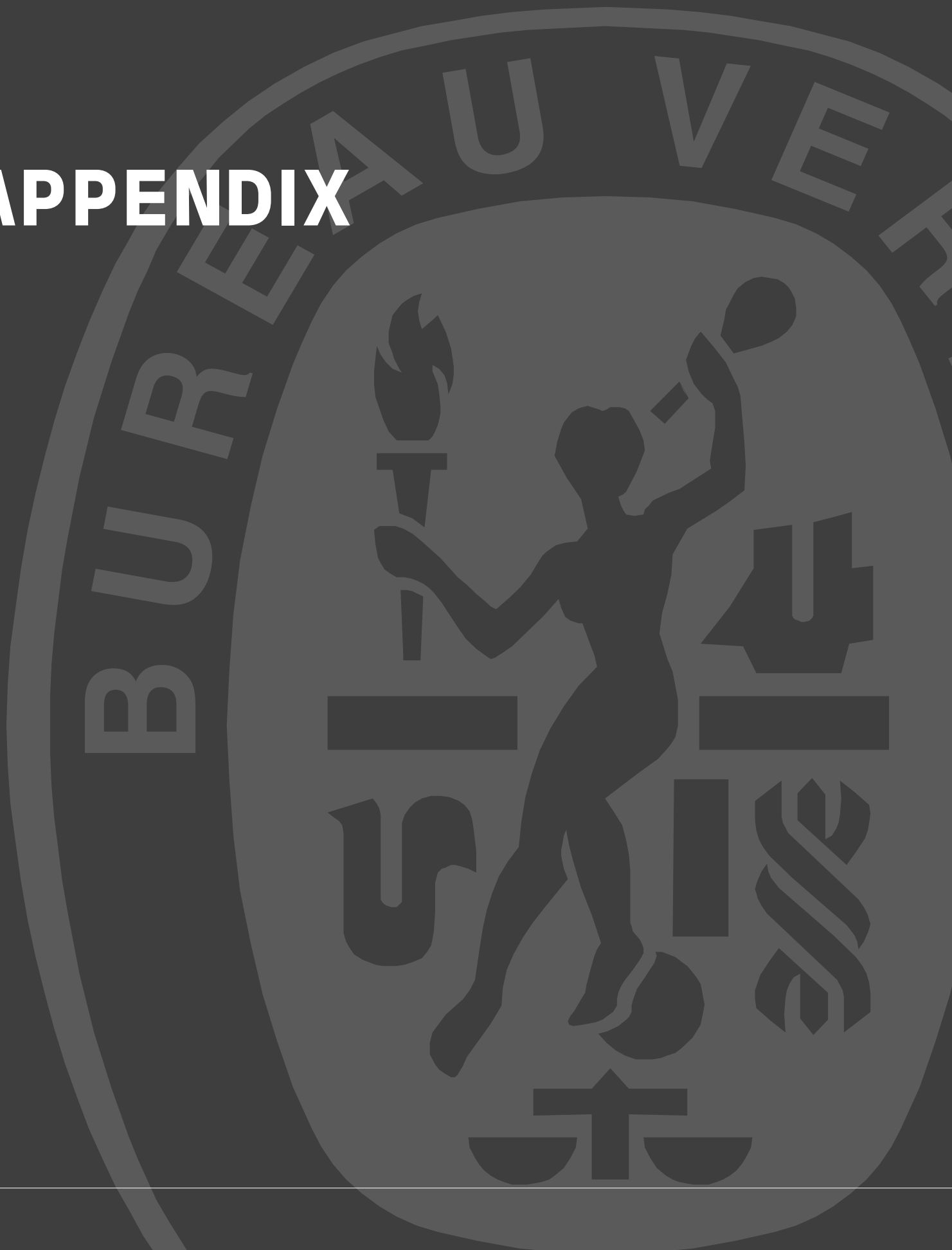
### SIZE

750 Miles of Sidewalk  
2500 Curb ramps

### REFERENCE

Paul Herrmann, PE  
Fehr & Peers  
p.herrmann@fehrandpeers.  
com

# APPENDIX



## FIRM PROFILE

### Profile

Founded in 1986, Bureau Veritas Technical Assessments LLC (Bureau Veritas) is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Certified ADA Specialists, Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Annually, Bureau Veritas conducts thousands of assessments for Private, Industrial, Government, K-12 Education, and Higher Education Clients. Having successfully completed assessments of several million square feet of building space, Bureau Veritas has developed a proven and efficient methodology for the performance of field assessments, and data collection.

Bureau Veritas Technical Assessments LLC is part of a larger group, Bureau Veritas SA. BVSA is a 5.1 billion euro public company trading on the Euronext-Paris with over 75,000 employees and thousands of offices across the globe.

### Services

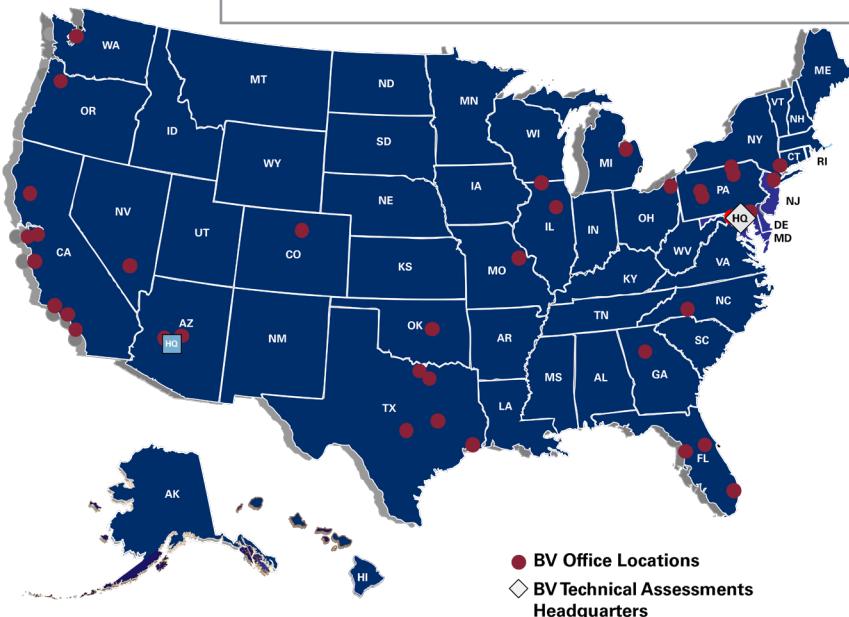
- ADA Accessibility Compliance
- Facility Condition Assessments
- Space Analysis
- Capital Needs Assessments
- Energy Studies
- Capital Planning
- Feasibility Studies
- Project Management
- Construction Monitoring
- Plan and Document Review
- Inventory, Barcoding and Tagging
- Capital Planning Software
- Preventive Maintenance

### What We Do



### Company Information

Name of Company:	Bureau Veritas Technical Assessments LLC
Year Founded:	1986
Headquarters Address:	10461 Mill Run Circle, Suite 1100 Owings Mills, MD 21117
Project Office:	220 Technology Drive Irvine, CA 92618
Primary Contact:	<b>Erik Piller</b> Sr. Vice President
Telephone:	<b>(800) 733-0660, ext. 7292704</b>
Email:	<b><a href="mailto:Erik.Piller@bureauveritas.com">Erik.Piller@bureauveritas.com</a></b>
Website:	<a href="http://bvna.com">bvna.com</a>





## PROPOSED PROJECT TEAM

### Erik Piller | Project Executive

Mr. Piller will oversee all contractual aspects of the project and will be available to meet with the City for the duration of the project on an as-needed basis. He will be responsible for defining the scope of engagement, and will meet regularly with BV's Project Manager and Assessment Team to assure the City's needs are met, and that the project is adequately staffed, running smoothly, and on schedule. Mr. Piller will serve as the lead person who can respond to the City's questions.

### Michael Cuniff | Program Manager

Mr. Cuniff will be the primary point of contact for the City throughout the duration of the project. Mr. Cuniff will be responsible for the assessment team's overall performance, delivery of the project, and will work with the City to develop the implementation plan based on the results.

### Bryon Scott, ADAC | Quality Assurance Manager

Mr. Scott will provide general oversight of this project, assuring technical, process, and content quality; and provide quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project. The Quality Assurance Manager conducts spot checks and random report reviews by selecting a sample of assets in each phase of the process, including the assessment / fieldwork stages, report preparations stages, review stages, and data validation (software) stages. Mr. Scott is responsible for technical review of deliverables.

### Mouaz Alrayes | Senior Project Manager

Mr. Alrayes will manage the Assessment Team and meet with the City on an agreed-upon basis to ensure project success. Mr. Alrayes will lead BVT's onsite efforts for the duration of the project.

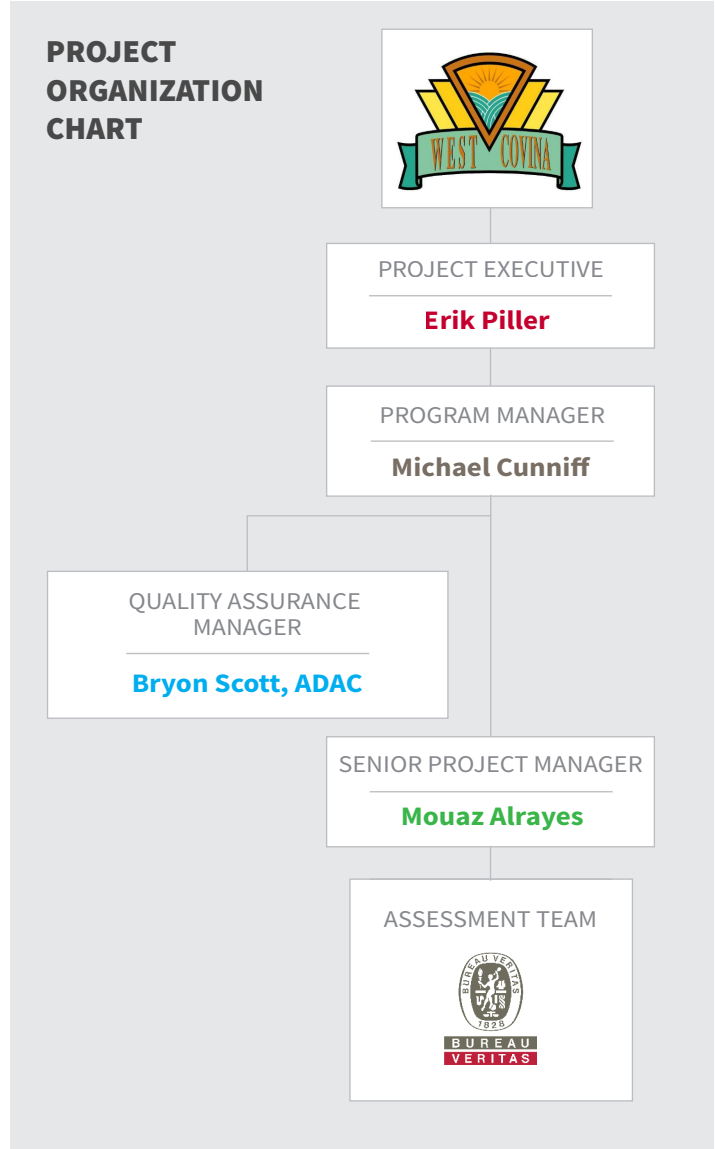
### CASp Oversight and Resources

BV will utilize at least two CASp employees on this project. They will share in both data collection, data collection supervision, report writing, and overall peer review of the final transition plan.

### Assessment Team

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the process, interview staff, and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment report.

## PROJECT ORGANIZATION CHART





## ERIK PILLER

### PROJECT EXECUTIVE

Mr. Piller has 20 years of experience in client coordination of assessment, architectural-engineering, energy consulting, and construction phase services. He has been involved with projects of similar scope to the proposed project. As Project Executive, Mr. Piller is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BVTA's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

### PROJECT EXPERIENCE:

#### **City of Rancho Cucamonga, CA**

ADA Assessment and Transition Plan

#### **City of El Segundo, CA**

ADA Assessment and Transition Plan

#### **City of Garden Grove, CA**

ADA Assessment and Transition Plan, FCA

#### **San Bernardino County Transportation Authority, CA**

ADA Assessment and Transition Plan

#### **Hayward Area Rec. & Park District, CA**

ADA Transition Plan, FCA, and Energy Audit

#### **City of Napa, CA**

ADA Assessment and Transition Plan, FCA, Inventory

#### **City of Tracy, CA**

ADA Assessment and ADA Transition Plan

#### **City of Brea, CA**

ADA Assessment and Transition Plan

#### **City of Industry, CA**

ADA Assessment

#### **City of Orange, CA**

ADA Assessment and Transition Plan, FCA

#### **Washington State Parks and Recreation Commission, WA**

ADA Assessment and Transition Plan – *statewide*

#### **City of Redmond, WA**

ADA Assessment and Transition Plan

### YEARS OF EXPERIENCE: 20



### Industry Experience

Government  
K-12 Education  
Multi-Family Housing

Higher Education  
Industrial  
Office

Retail  
Hospitality



# MICHAEL CUNNIFF

## SENIOR PROJECT MANAGER

Mr. Cuniff is a Senior Project Manager with 22 years of experience. He conducts and leads teams for Facility Condition Assessments, ADA Assessments, and other related services. He supervises and trains junior ADA professionals, architects, and engineers in conducting facility assessments. As Program Manager, he is responsible for delivering results and is the main point of contact for the Client throughout the project.

### PROJECT EXPERIENCE:

#### **City of Alameda, CA**

ADA Assessment & Facility Condition Assessment

#### **City of Aliso Viejo, CA**

ADA Assessment and Transition Plan

#### **City of Tracy, CA**

ADA Assessment and Transition Plan

#### **City of El Segundo, CA**

FCA & ADA Assessment and Transition Plan

#### **City of Pomona, CA**

ADA Assessment

#### **County of San Bernardino, CA**

ADA Assessment

#### **City of Napa, CA**

FCA & ADA Assessment and Transition Plan

#### **City of Chino, CA**

FCA & ADA Assessment and Transition Plan

#### **City of San Leandro, CA**

ADA Assessment

#### **City of Palmdale, CA**

FCA & ADA Assessment and Transition Plan

#### **Hayward Area Park & Recreation District, CA**

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

#### **City of Rancho Cucamonga, CA**

ADA Assessment and Transition Plan

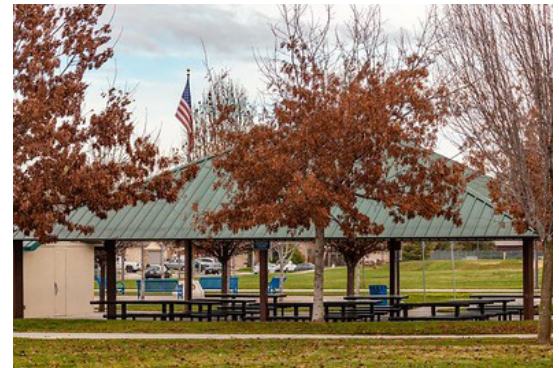
#### **City of Brea, CA**

FCA & ADA Assessment and Transition Plan

#### **City of South Lake Tahoe, CA**

ADA Assessment and Transition Plan

### YEARS OF EXPERIENCE: 22



---

### Education

Bachelor of Science, Architectural/Building Engineering Technology, New England Institute of Technology



## BRYON SCOTT, ADAC

### QUALITY ASSURANCE MANAGER

Mr. Scott is a Lead Project Manager with BV. He has 21 years of Construction Management and is a Certified ADA Coordinator, and uses this knowledge to identify ADA barriers, minimize litigation risk, improve customer accessibility, and enhance customer satisfaction. Mr. Scott is a regular speaker at ADA Coordinator's meeting on Title II and Title III subjects. As Quality Assurance Manager, he will assist the Program Manager by providing QA/QC review on the data collection and reports.

### PROJECT EXPERIENCE:

#### **City of Rancho Cucamonga, CA**

ADA Assessment and Transition Plan

#### **City of El Segundo, CA**

ADA Assessment and FCA Update

#### **San Bernardino County Transportation Authority, CA**

ADA Assessment and Transition Plan

#### **City of Garden Grove, CA**

ADA Assessment, Facility Condition Assessment

#### **City of Industry, CA**

ADA Assessment

#### **City of Tracy, CA**

ADA Assessment and Transition Plan

#### **City of Alameda, CA**

ADA Assessment and Transition Plan

#### **Hayward Area Recreation and Parks, CA**

ADA Transition Plan, FCA, & Energy Audit

#### **City of Brea, CA**

FCA & ADA Transition Plan of Facilities, Parks

#### **University of Nevada, Reno, NV**

ADA Transition Plan

#### **Rockdale County, GA**

ADA Assessment

#### **City of Lexington, NC**

ADA Assessments & Transition Plan

#### **Town of Acton, MA**

ADA Assessment and Transition Plan

#### **City of Revere, MA**

ADA Assessment and Transition Plan

### YEARS OF EXPERIENCE: 21



---

### Education & Certifications

Bachelor of Science, Business Administration, University of Maryland College Park, MD

ADA Coordinator (ADAC)

ADA Coordinator Training Certification Program (ACTCP), University of Missouri





# MOUAZ ALRAYES

## SENIOR PROJECT MANAGER

Mr. Alrayes is a Senior Project Manager with 17 years of experience. He conducts and leads teams for ADA Surveys, Physical Needs Assessments, Facility Condition Assessments, Energy Audits & Surveys, and other related services of properties in accordance with ASTM standards and client specific scopes of work. He supervises and trains junior architects and engineers conducting building assessments and energy audits. He also supports program managers to coordinate proposals, train, and develop and review final deliverables to the client. Mr. Alrayes will lead BVT's onsite efforts for the duration of the project.

## PROJECT EXPERIENCE:

### **City of Garden Grove, CA**

ADA Assessment & Transition Plan, FCA

### **City of El Segundo, CA**

ADA Assessment

### **City of Rancho Cucamonga, CA**

ADA Assessment & Transition Plan

### **City of Brea, CA**

ADA Transition Plan

### **City of Tracy, CA**

ADA Assessment & Transition Plan

### **City of Pomona, CA**

ADA Assessment

### **City of Chino, CA**

FCA & ADA Assessment and Transition Plan

### **Gavilan College, CA**

ADA Assessment

### **Washington Parks and Rec. Commission, WA**

ADA Assessment & Transition Plan

### **City of Redmond, WA**

ADA Assessment & Transition Plan

### **University of Nevada at Reno, NV**

ADA Assessment & Transition Plan

### **Sonoma County Library, CA**

ADA Assessment

### **Hawaii Public Housing Authority, HI**

ADA Assessment

### **Yuba City Unified School District, CA**

ADA Assessment & Transition Plan

## YEARS OF EXPERIENCE: 17



---

## Education

Bachelor of Arts, Mechanical Power of Engineering, Damascus University



## TRACY TRISKO, RLA ASSESSMENT TEAM

### PROJECT EXPERIENCE:

#### **City of El Segundo, CA**

ADA Assessment

#### **City of Tracy, CA**

ADA Study and Transition Plan

#### **City of Rancho Cucamonga, CA**

ADA Assessment and Transition Plan

#### **City of Brea, CA**

Facility Condition Assessment and ADA Assessment

#### **Hayward Area Recreation and Parks, CA**

ADA Transition Plan, FCA, & Energy Audit

#### **Metro Park District of Tacoma, WA**

ADA Assessment

#### **Metro Park District of Tacoma, WA**

ADA Assessment

### YEARS OF EXPERIENCE: 30+



#### **Education**

MBA, Southern Illinois University  
Bachelor of Arts, Environmental Design/  
Landscape Architecture, University of CA

#### **Registration**

Registered Landscape Architect (RLA)



## ALLYSON WATTS, CASP, RA ASSESSMENT TEAM

### PROJECT EXPERIENCE:

#### **City of El Segundo, CA**

ADA Assessments

#### **City of Alameda, CA**

ADA Assessments

#### **City and County of San Francisco, CA**

Plan Review & ADA Compliance

#### **City of Santa Clara, CA**

ADA Inspections

#### **City of Albany, CA**

ADA Inspections

#### **California Dept. of General Services, CA**

ADA Inspections

### YEARS OF EXPERIENCE: 30+



#### **Education**

MArch, Architecture, University of California Berkeley  
BArch, Architecture, Wellesley College

#### **Certifications**

Certified Access Specialist | CASp-327  
Registered Architect | CA | 27324



## SUSAN LLOYD, ADAC ASSESSMENT TEAM

### PROJECT EXPERIENCE:

**City of Garden Grove, CA**  
FCA and ADA Transition Plan

**City of Brea, CA**  
ADA Transition Plan

**City of Tracy, CA**  
ADA Assessment & Transition Plan

**Gavilan College, CA**  
ADA Assessment

**City of Napa, CA**  
FCA, Inventory, ADA Transition Plan

**Washington Parks & Rec. Commission, WA**  
ADA Assessment & Transition Plan

### YEARS OF EXPERIENCE: 30+



#### Education

Bachelor of Science, Building Science and  
Management, Clemson University

#### Certification

ADA Coordinators Training Certification  
Program



## BRIAN MANTERNACH, CASp ASSESSMENT TEAM

### PROJECT EXPERIENCE:

**City of Tracy, CA**  
ADA Assessment and Transition Plan

**City of Pomona, CA**  
ADA Consulting

**Hayward Area Recreation & Park District, CA**  
ADA Assessment and Transition Plan, FCA,  
Energy Audit

**City of Napa, CA**  
FCA, Inventory, ADA Transition Plan

**Washington State Parks and Recreation  
Commission, WA**  
ADA Assessment and Transition Plan – *statewide*

**City of Redmond, WA**  
ADA Assessment and Transition Plan

### YEARS OF EXPERIENCE: 30



#### Education

Building Materials Management, Northeast Iowa  
Community College

#### License & Certification

Certified Access Specialist | CA #CASp-851  
Accessibility Inspector/Plans Examiner |  
#8010569



## JUSTIN VANG, CASp

### ASSESSMENT TEAM

#### PROJECT EXPERIENCE:

**City of Tracy, CA**  
ADA Transition Plan

**City of Rancho Cucamonga, CA**  
ADA Assessment

**City of Chino, CA**  
ADA Assessment

**South Lake Tahoe, CA**  
ADA Transition Plan

**John Wayne Airport, CA**  
ADA Assessment

#### YEARS OF EXPERIENCE: 5



---

#### Education

Master of Science, Civil/Structural Engineering,  
California State University  
Bachelor of Science, Civil Engineering,  
University of California

---

#### Certification

Certified Access Specialist | CA | CASp-845



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☒ All Words *i*

☐ Exact Phrase *i*

e.g. 123456789, Smith Corp

"West Covina" x

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Sort by

Relevance

Showing 1 - 38 of 38 results

Mario Arevalo Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91792 USA  
Exclusion  
Classification  
Individual  
Activation Date  
Oct 9, 2002  
Termination Date  
Indefinite

Amado Cabuntala Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91792 USA

Exclusion

Classification  
**Individual**  
Activation Date  
**May 8, 1995**  
Termination Date  
**Indefinite**

**Robert Molina**    Active

Unique Entity ID  
**(blank)**  
CAGE Code  
**(blank)**  
Physical Address  
**West Covina, CA 91740 USA**

Exclusion

Classification  
**Individual**  
Activation Date  
**Apr 14, 1995**  
Termination Date  
**Indefinite**

**Carlos Luansing**    Active

Unique Entity ID  
**(blank)**  
CAGE Code  
**(blank)**  
Physical Address  
**West Covina, CA 91790 USA**

Exclusion

Classification  
**Individual**  
Activation Date  
**Feb 6, 1998**  
Termination Date  
**Indefinite**

**Josefina Cairolì**    Active

Unique Entity ID  
**(blank)**  
CAGE Code  
**(blank)**  
Physical Address  
**West Covina, CA 91791 USA**

Exclusion

Classification  
**Individual**  
Activation Date

Jan 2, 2001

Termination Date  
Indefinite

Leslie W. Hager    Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91790 USA  
Exclusion

Classification  
Individual  
Activation Date  
Jan 14, 2002  
Termination Date  
Indefinite

Paul W. Morales    Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91790 USA  
Exclusion

Classification  
Individual  
Activation Date  
Apr 20, 1999  
Termination Date  
Indefinite

Robin Anne Platt    Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91792 USA  
Exclusion

Classification  
Individual  
Activation Date  
Sep 21, 2000  
Termination Date  
Indefinite

Tabla Barbor Glomah    Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address

West Covina, CA 91792 USA

Exclusion

Classification

Individual

Activation Date

Dec 26, 2001

Termination Date

Indefinite

BRIGIDA LACAYANGA DEJESUS

Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address

WEST COVINA, CA 91722 USA

Exclusion

Classification

Individual

Activation Date

Apr 18, 2019

Termination Date

Indefinite

Norman K. Wong

Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address

West Covina, CA 91790 USA

Exclusion

Classification

Individual

Activation Date

Mar 18, 1999

Termination Date

Indefinite

Rhodara Larida-Empeno

Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address  
West Covina, CA 91790 USA

Exclusion

Classification  
Individual

Activation Date  
Jun 25, 1993

Termination Date  
Indefinite

RAYMOND PIERRE LIMANSKY      Active

Unique Entity ID  
(blank)

CAGE Code  
(blank)

Physical Address  
WEST COVINA, CA 91790 USA

Exclusion

Classification  
Individual

Activation Date  
Jan 15, 2011

Termination Date  
Indefinite

Sheryl Laverne Tobias      Active

Unique Entity ID  
(blank)

CAGE Code  
(blank)

Physical Address  
West Covina, CA 91790 USA

Exclusion

Classification  
Individual

Activation Date  
Jan 2, 2001

Termination Date  
Indefinite

JEFFRIE CHARN MANEEPETASUT      Active

Unique Entity ID  
(blank)

CAGE Code  
(blank)

Physical Address  
WEST COVINA, CA 91792 USA

Exclusion

Classification

**Individual**

Activation Date

**Oct 20, 2021**

Termination Date

**Indefinite**

---

**RICHARD SINCONIEGUE JR** Active

Unique Entity ID

**(blank)**

CAGE Code

**(blank)**

Physical Address

**WEST COVINA, CA 91792 USA**

Exclusion

Classification

**Individual**

Activation Date

**Aug 20, 2018**

Termination Date

**Indefinite**

---

**Jose Luis RODRIGUEZ** Active

Unique Entity ID

**(blank)**

CAGE Code

**(blank)**

Physical Address

**West Covina, CA 91791 USA**

Exclusion

Classification

**Individual**

Activation Date

**Sep 29, 2006**

Termination Date

**Indefinite**

---

**Joe L. RODRIGUEZ** Active

Unique Entity ID

**(blank)**

CAGE Code

**(blank)**

Physical Address

**West Covina, CA 91791 USA**

Exclusion

Classification

**Individual**

Activation Date

**Sep 29, 2006**

Termination Date

**Indefinite**

RAYMOND LIMANSKY MD INC

Active

Unique Entity ID  
DZLLZA7FQL69  
CAGE Code  
(blank)  
Physical Address  
1433 W MERCED AVE STE 220, WEST COVINA, CA 91790 USA

Exclusion

Classification  
Firm  
Activation Date  
Jan 15, 2011  
Termination Date  
Indefinite

JANINE CRAWFORD

Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
WEST COVINA, CA 91791 USA

Exclusion

Classification  
Individual  
Activation Date  
Feb 3, 2021  
Termination Date  
Feb 3, 2024

STEVEN P RODRIGUEZ

Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
WEST COVINA, CA 91790 USA

Exclusion

Classification  
Individual  
Activation Date  
Mar 20, 2014  
Termination Date  
Indefinite

Mario Arevalo

Active

Unique Entity ID  
(blank)



CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91792 USA

Exclusion

Classification  
Individual  
Activation Date  
Jul 18, 2002  
Termination Date  
Indefinite

Josefina CairolisActive

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91791 USA

Exclusion

Classification  
Individual  
Activation Date  
Oct 19, 2000  
Termination Date  
Indefinite

Amado CabuntalActive

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91792 USA

Exclusion

Classification  
Individual  
Activation Date  
May 8, 1995  
Termination Date  
Indefinite

Carlos LuansingActive

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91790 USA

Exclusion

Classification  
**Individual**  
Activation Date  
**Sep 4, 1997**  
Termination Date  
**Indefinite**

**Robert Molina**    Active

Unique Entity ID  
**(blank)**  
CAGE Code  
**(blank)**  
Physical Address  
**West Covina, CA 91740 USA**

Exclusion

Classification  
**Individual**  
Activation Date  
**Apr 14, 1995**  
Termination Date  
**Indefinite**

**Sheryl Laverne Tobias**    Active

Unique Entity ID  
**(blank)**  
CAGE Code  
**(blank)**  
Physical Address  
**West Covina, CA 91790 USA**

Exclusion

Classification  
**Individual**  
Activation Date  
**Oct 19, 2000**  
Termination Date  
**Indefinite**

**CLAUDIA BRANDI NAVARRO**    Active

Unique Entity ID  
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CAGE Code  
**(blank)**  
Physical Address  
**WEST COVINA, CA 91792 USA**

Exclusion

Classification  
**Individual**  
Activation Date

Mar 20, 2006

Termination Date

Indefinite

Paul W. Morales

Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address

West Covina, CA 91790 USA

Exclusion

Classification

Individual

Activation Date

Jan 20, 1999

Termination Date

Indefinite

Norman K. Wong

Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address

West Covina, CA 91790 USA

Exclusion

Classification

Individual

Activation Date

Dec 20, 1998

Termination Date

Indefinite

Rhodara Larida-Empeno

Active

Unique Entity ID

(blank)

CAGE Code

(blank)

Physical Address

West Covina, CA 91790 USA

Exclusion

Classification

Individual

Activation Date

Jun 25, 1993

Termination Date

Indefinite

RAYMOND PIERRE LIMANSKY

Active

Unique Entity ID  
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CAGE Code  
(blank)  
Physical Address  
WEST COVINA, CA 91790 USA

Exclusion

Classification  
Individual  
Activation Date  
Nov 18, 2010  
Termination Date  
Indefinite

Leslie W. Hager   Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91790 USA

Exclusion

Classification  
Individual  
Activation Date  
Oct 18, 2001  
Termination Date  
Indefinite

Robin Anne Platt   Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)  
Physical Address  
West Covina, CA 91792 USA

Exclusion

Classification  
Individual  
Activation Date  
May 18, 2000  
Termination Date  
Indefinite

Tabla Barbor Glomah   Active

Unique Entity ID  
(blank)  
CAGE Code  
(blank)

Physical Address  
West Covina, CA 91792 USA

Exclusion

Classification  
Individual

Activation Date  
Oct 18, 2001

Termination Date  
Indefinite

KEITH CANLAPAN   Active

Unique Entity ID  
(blank)

CAGE Code  
(blank)

Physical Address  
WEST COVINA, CA 91791 USA

Exclusion

Classification  
Individual

Activation Date  
Oct 27, 2020

Termination Date  
Indefinite

JEFFRIE CHARN MANEEPETASUT   Active

Unique Entity ID  
(blank)

CAGE Code  
(blank)

Physical Address  
WEST COVINA, CA 91792 USA

Exclusion

Classification  
Individual

Activation Date  
Nov 30, 2021

Termination Date  
Indefinite

RAYMOND LIMANSKY MD INC   Active

Unique Entity ID  
DZLLZA7FQL69

CAGE Code  
(blank)

Physical Address  
1433 W MERCED AVE STE 220, WEST COVINA, CA 91790 USA

Exclusion

Classification

Firm

Activation Date

Nov 18, 2010

Termination Date

Indefinite

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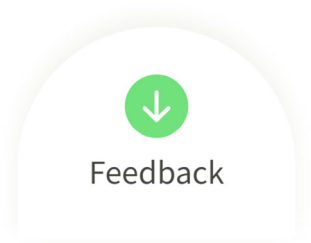
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**EXHIBIT B**  
**FEE SCHEDULE**



June 21, 2023

Via Email: john.oskoul@transtech.org

Mr. John Oskoui, PE  
City of West Covina c/o Transtech  
13367 Benson Avenue  
Chino, CA 91710

RE: Revised Pricing – RFP 71-023 – ADA Self Evaluation Report and Transition Plan

Dear Mr. Swartz:

Below is a revised fee to accompany our RFP response.

BV PROJECT: 162010.23A

SERVICES: ADA Self Evaluation and Transition Plan

<b>BUREAU VERITAS FEE BREAKDOWN</b>			<b>LUMP SUM TOTAL</b>	<b>\$ 442,952.75</b>
<b>PROGRAM MANAGEMENT</b>			<b>\$</b>	<b>10,960.00</b>
<b>ADA TITLE II SURVEY &amp; INDIVIDUAL REPORTS</b>			<b>\$</b>	<b>95,927.25</b>
	FACILITY SURVEYS		\$	42,002.25
	FACILITY REPORTS		\$	53,925.00
<b>TRANSITION PLAN</b>			<b>\$</b>	<b>17,280.00</b>
<b>PUBLIC RIGHTS-OF-WAY SURVEY / REPORTING</b>			<b>\$</b>	<b>292,805.50</b>
	PROGRAM MNGT / EXPENSES	24	\$ 63,262.00	
	421 SIDEWALK MILES	544	\$ 127,549.50	
	3500 CURB RAMPS	704	\$ 98,010.00	
	95 TRAFFIC SIGNALS	24	\$ 2,880.00	
	12 TRAIL MILES	8	\$ 1,104.00	
<b>PROGRAM AND POLICY REVIEW</b>			<b>\$</b>	<b>12,160.00</b>
<b>PUBLIC OUTREACH MEETINGS (2)</b>			<b>\$</b>	<b>3,840.00</b>
<b>OTHER</b>			<b>\$</b>	<b>9,980.00</b>
	WEBSITE REVIEW		\$	9,980.00



BV will perform its Services in accordance with the Professional Service Agreement between Bureau Veritas and the City of West Covina.

Please feel free to contact us should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

**Bureau Veritas Technical Assessments LLC**

A handwritten signature in black ink, appearing to read "Erik S. Piller".

Erik S. Piller, Senior Vice President, Asset Management



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 19, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF A BUDGET AMENDMENT FOR FY 2022-23 FIRE EXPENDITURES**

---

### RECOMMENDATION:

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

**RESOLUTION NO. 2023-76 - 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 (FIRE EXPENDITURES)**

### BACKGROUND:

The Fire Prevention Bureau of the Fire Department conducts plan check services for all construction projects within the City. Projects are reviewed to ensure compliance with the California Fire Code, California Building Code, and California Health & Safety Code. Due to reductions in staffing in the Fire Prevention Bureau, the City hires consultants to provide plan check services for submitted construction projects. Consultants are paid by permit fees.

The Fire Department fleet, which is aging, has required repair and maintenance exceeding the allocated budget. Emergency medical service supply costs have increased over the last few years. Calls for service have also increased, causing the need for more supplies. Emergency medical services responses have increased, which has caused the amount of billing required; this is a pass through cost.

### DISCUSSION:

On October 20, 2020, the City Council authorized professional services agreements with three consulting firms; Susan Privitera-Johnson dba KJ Consultants, MAK Fire Protection Engineering & Consulting Inc., and PE Consulting Group. The Fire Department has been utilizing the services of MAK and KJ who have been able to handle the workload. The annual cost amount for each consultant for plan check services is hard to predict as the workload is determined by the number of submitted construction projects per year.

While the annual cost varies, 100% of the consultant costs are charged to the applicant. There is no burden on the Fire Department budget since it is a pass-through fee. As more permits are issued or plan checked, the more fees that will be received. All increases of costs will be covered with the increase of revenue.

The City Council has approved services with Performance Truck Repair to do repairs and maintenance

for the fire apparatus fleet. The Fire Department has required more repairs than anticipated; therefore, the fiscal year 2022-2023 budget was not sufficient to cover the expenses.

On August 1, 2020, the City Council approved an agreement with Whitman Enterprises, LLC, for professional services to bill for emergency medical transport services. This last fiscal year, the amount of responses that required billing exceeded the budget for Whitman's services. The cost for supplies that are needed to respond to emergency medical service incidents has increased over the last few years.

**LEGAL REVIEW:**

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

**OPTIONS:**

The City Council may approve staff's recommendation or provide alternate direction.

---

**Fiscal Impact**

**FISCAL IMPACT:**

Expenditures for Fire Prevention plan check services are passed through to the applicant through plan check and inspection fees. Fiscal year to-date, the City has received over \$440,868 in revenue for fire plan check and inspection fees. The current budget for this revenue is \$306,600, leaving an overage of \$140,268. An additional \$56,906 is needed to pay for these plan check services, which is within \$140,268.

An additional appropriation is needed for professional services paid to Whitman Enterprise for EMS billing, Performance Truck Repair for vehicle fleet repair and maintenance, Life Assist for medical supplies and Veritiv for janitorial supplies. The proposed budget amendment has an overall positive impact to the General Fund of \$4,900. The table below outlines the proposed amendment.

Account No	Account Name	FY 2022-23 Budget	Proposed Amendment	Amended Budget
<b>Revenue</b>				
110.408.32.00.00.00.46.46300.	Fire Plan Check/Insp. Fees	\$306,600	\$135,900	\$442,500
<b>Expenditures</b>				
110.502.32.10.00.00.61.61100.	Professional Services	\$61,600	\$57,000	\$118,600
110.502.32.10.00.00.61.61200.	Other contractual services	\$158,662	\$1,000	\$159,662
110.502.32.10.00.00.62.62700.	Other supplies and materials	\$106,500	\$25,000	\$131,500
110.502.32.10.00.00.62.62330.	Medical & Oxygen supplies	\$177,500	\$1,000	\$178,500
110.502.32.10.00.00.63.63290.	Other vehicle sublet repairs	\$243,497	\$47,000	\$290,497
<b>Subtotal Expenditures</b>		<b>\$747,759</b>	<b>\$131,000</b>	<b>\$878,759</b>
<b>Revenue Less Expenditures</b>			<b>\$4,900</b>	

---

**Attachments**

Attachment No. 1 - Resolution No. 2023-76 (Budget Amendment)

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

## ATTACHMENT NO. 1

### RESOLUTION NO. 2023-76

**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 (FIRE EXPENDITURES)**

**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. 2023-020, 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 19th day of September, 2023.

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Rosario Diaz  
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. 2023-76 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of September, 2023, 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. 2023-020  
Fire Expenditures

<b>Fund Name (No.)</b>	<b>Current Budget</b>	<b>Proposed Amendment</b>	<b>Amended Budget</b>
<hr/>			
<u>General Fund (110)</u>			
Revenue	82,958,108	135,900	83,094,008
Expenditures	87,851,788	131,000	87,982,788
<b>Revenue Less Expenditures</b>	<b>-\$4,893,680</b>	<b>\$4,900</b>	<b>-\$4,888,780</b>



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 19, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF AN EXTENSION TO THE LEASE AGREEMENT WITH WILLIAMS  
SCOTSMAN, INC FOR TEMPORARY FIRE STATION NUMBER 1 FACILITIES**

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### RECOMMENDATION:

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

1. Authorize the Acting City Manager to negotiate and execute an extension or new agreement with William Scotsman, Inc. to continue temporary facilities for Fire Station Number 1, in such final form as approved by the City Attorney.
2. Authorize the City Manager to negotiate and execute any amendments to extend such an agreement until such time as a new, permanent facility is ready to be utilized.
3. Adopt the following resolution:

**RESOLUTION NO. 2023-77- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (TEMPORARY FIRE STATION FACILITIES)**

### BACKGROUND:

The Fire Department provides several resources for fire, emergency medical and rescue services from five fire stations. The stations have significantly deferred maintenance due to budget constraints. Following an assessment, Fire Station No. 1 was determined to have been used beyond its service life. Therefore, crews and equipment were relocated into a temporary facility in 2021 until a new fire station can be constructed.

### DISCUSSION:

In September 2021, the City Council approved a lease agreement with William Scotsman, Inc. for temporary Fire Station No. 1 facilities. A temporary modular type of facility is currently being utilized for housing personnel in the northwest portion of the City Yard behind building C. The modular structure was brought in and placed temporarily with full connection of electrical, sewage, water, and networking. The facility includes dorms, a kitchen, bathrooms, a dining area, sitting areas, and an office.

The current lease agreement expires in September 2023. There is a need to extend the agreement or execute a new agreement for a longer term. Additionally, since it is unknown when a permanent facility will be ready, staff recommends authorizing the City Manager to continue extensions as needed.

### LEGAL REVIEW:

The City Attorney's Office will review the final form of the extension or new agreement prior to execution.

### OPTIONS:



The City Council has the following options:

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

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

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### Fiscal Impact

#### FISCAL IMPACT:

The current agreement has a base rate of \$4,694, with additions the total monthly rate is approximately \$5,000 or \$65,000 annually. Staff anticipates securing an extension or new agreement at an equal or better rate. The table below outlines the estimated fiscal impact over the next three years (should the agreement be needed as long).

Project	Account No.	FY2023-24 Budget	Estimated Fiscal Impact		
			FYE 2024	FYE 2025	FYE 2026
22010 Fire Station Repairs	160.503.80.81.00.00.75.75000.	\$0	\$65,000	\$65,000	\$65,000

Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) were initially utilized to fund the lease agreement. Funding has since moved to the City's General CIP Fund, Fund 160. Staff proposes to continue to utilize funds from General CIP to fund the lease agreement. The Capital Projects Fund, Fund No. 160, has the capacity to fund the lease agreement for FY2023-24 with an estimated beginning fund balance of \$ 1,499,523. The table below outlines the proposed budget amendment to add \$65,000 in appropriations leaving an ending fund balance of \$404,523.

	Current FY2023-24 Budget	Proposed Amendment	Amended FY2023-24 Budget
Est. Beginning Fund Balance*	\$1,499,523		\$1,499,523
Revenue	0	0	0
Expenditures	1,030,000	65,000	1,095,000
<b>Revenue Less Expenditures</b>	<b>-1,030,000</b>	<b>-65,000</b>	<b>-1,095,000</b>
<b>Est. Ending Fund Balance</b>	<b>\$469,523</b>		<b>\$404,523</b>

\*Unaudited

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### Attachments

Attachment No. 1 - Resolution No. 2023-77 (Budget Amendment)

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

## ATTACHMENT NO. 1

### RESOLUTION NO. 2023-77

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, ADOPTING A  
BUDGET AMENDMENT FOR THE FISCAL YEAR  
COMMENCING JULY 1, 2023 AND ENDING JUNE 30,  
2024 (TEMPORARY FIRE STATION FACILITIES)**

**WHEREAS**, on April 18, 2023, the City Manager presented to the City Council a proposed budget for Fiscal Year 2023-24 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 2023-24, 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 6, 2023, the City Council adopted a budget for the 2023-2024 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 HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves Budget Amendment No. 2024-02, attached hereto as Exhibit A, for Fiscal Year 2023-24.

**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 19th day of September, 2023.

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

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. 2023-77 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of September, 2023, 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 2023-24

Budget Amendment No. 2024-02

Temporary Fire Station Facilities

Fund	Current Budget	Proposed Amendment	Amended Budget
160-Capital Projects			
Revenue	\$ 0	\$ 0	\$ 0
Expenditures	\$ 1,030,000	\$ 65,000	\$ 1,095,000
Revenue Less Expenditures	- \$ 1,030,000	- \$ 65,000	- \$ 1,095,000



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 19, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF FLOCK SAFETY AUTOMATED LICENSE PLATE READER  
(ALPR) CAMERA SYSTEM LEASE**

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### RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to negotiate and execute an agreement with Flock Group, Inc. for automatic license plate detection, in an amount of \$375,000 over five years, in such final form as approved by the City Attorney.

### BACKGROUND:

On March 16, 2021 (agenda item no. 9), the City Council approved the multi-year lease of Automated License Plate Reader (ALPR) cameras with an integrated analytics system directly from Flock Group, Inc. ("Flock Safety"), as a sole source lease purchase. The original agreement was for a period of two years from August 2021 through August 2023, totaling \$157,500, with the option to extend for a third year. That amount included the annual subscription fees for the cameras (\$2,500 per camera per year or \$75,000 per year) as well as the initial set up costs to install the 30 cameras throughout the City (\$7,500).

In brief, attractive and unique features of the Flock system include the following:

- Cameras detect unbiased, objective data, and capture and process up to 30,000 vehicles per day;
- Cameras capture motion, not just license plates;
- The system includes a secure AWS Government Cloud Server, compliant with Criminal Justice Information Services (CJIS) requirements;
- Footage is 100% owned by the customer, never shared or sold, and deleted after 30 days;
- Secure web based footage retrieval with filtering capabilities, and an access audit trail;
- Unlike other ALPR companies, Flock Safety offers a lease option with ongoing upgrades, which eliminates the burden of having to purchase replacement cameras;
- No facial recognition software or immigration enforcement software;
- Uses wireless deployment that requires no additional infrastructure setup, and has the option for solar or direct power;
- If private companies purchase their own Flock cameras, they can be fully integrated into the system.

The Police Department has been very pleased with the performance of the Flock system since 2021, contributing to successful recovery of many vehicles and apprehension of wanted suspects.

## DISCUSSION:

At the time of the third year extension, Flock Safety contacted the Police Department to provide notification that the annual lease amounts per ALPR camera was increasing from \$2,500 a year to \$3,000 a year, and offered the following options:

1. Agree to the third year extension and pay Flock Safety a total of \$75,000 (\$2,500 x 30 cameras-already installed and working). This option would mean that once this contract term expired in August 2024, any subsequent contract for the lease purchase of the Flock ALPR cameras would be charged at the new rates of \$3,000 per camera per year, or \$90,000 per year—a cost increase of \$15,000 per year; or
2. Enter into a new five-year lease purchase agreement for a total of \$375,000. This will allow the City to receive a \$15,000 discount for the last four years of the contract, for a total savings of \$60,000.

Staff recommends option 2, which will enable the City to lock in the annual cost for five years, by authorizing the lease purchase of the Automated License Plate Reader (ALPR) camera system from Flock Safety for a total of \$375,000 over five years.

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Therefore, if the City wishes to continue to use and build on the existing system, Flock Safety is the sole provider. The City's Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-335 states that procurement of items that are available from only one source is exempt from the informal and formal competitive procurement requirements.

## LEGAL REVIEW:

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

## OPTIONS:

The City Council has the following options:

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

**Prepared by:** Ken Plunkett, Captain

**Additional Approval:** Tony Cortina, Acting Chief of Police

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## Fiscal Impact

### FISCAL IMPACT:

The cost of this ALPR system is \$75,000 annually, a total of \$375,000 over the five-year term. The initial funding for this contract has been appropriated under the Public Safety Augmentation Fund (Fund# 153). The table below outlines the estimated fiscal impact.

Service	Account No.	FY2023-24 Budget	Estimated Fiscal Impact		
			FYE 2024	FYE 2025	FYE 2026
Flock System	153.502.31.10.00.00.69.69990.	\$100,000	\$75,000	\$75,000	\$75,000

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## Attachments

Attachment No. 1 - Flock Safety Draft Agreement

Attachment No. 2 - Flock Safety Sole Source Letter

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

## GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”), entered into as of August 5, 2023 (“Effective Date”), is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW #210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

## RECITALS

**WHEREAS**, Flock offers a solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles and can provide notifications to Agency upon the authorization from Non-Agency End User (“**Notifications**”);

**WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood home owners associations, businesses, and individual users;

**WHEREAS**, unless legally required, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

## AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.



1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “Hardware” excludes the Embedded Software.

1.8 “**Order Form**” means the Order Form attached hereto as Exhibit “A”.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System for investigative purposes.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User for investigative purposes only.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.14 “**Aggregated data**” means information that relates to a group or category of customers, from which individual customers’ identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

1.15 “**Services**” means any services provided by Flock to the Agency, including, but not limited to, Flock Services, Support Services and On-Site Services.

## 2. FLOCK SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AND HONORED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, nontransferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

**2.4 Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering of evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3. Non-agency data may only be accessed for investigative purposes.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Services disrupts or poses a security risk to the Flock Services or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of any Authorized End User, the expiration of the Service Term will be tolled by the duration of any suspension, to the extent any continuous suspension lasts at least one full day.

**2.7 Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations

in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 California Civil Code Compliance.** Flock is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an “ALPR operator”). Flock shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the “Flock Safety End to End Data Security Overview,” “Flock Safety CJIS Compliance Overview,” and “Flock Safety Internet Security Policy,” (collectively, referred to as the “Flock Security Policies”) as each such policy was in effect as of January 29, 2020. Any amendment to the Flock Security Policies shall be transmitted to the Agency within 10 days. In the event the Agency determines in its sole discretion that any amendment to the Flock Security Policies either substantially reduces the privacy or security of Agency Data (including ALPR Footage) or the amendments would violate any State or Federal law, then the Agency shall have the right to terminate the Agreement and Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**2.11 Disclosure of Security Breach.** Flock is advised of the requirements of California Civil Code section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Flock agrees it will notify the Agency immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The Parties agree that the Agency will control the timing and content of any required security breach notification, and agree that Flock shall fully pay or reimburse the Agency for the costs of providing any security breach notification required by Civil Code section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock platform. Flock’s responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in this Agreement, including but not limited to Sections 2.1, 7.4 and 8 of the Agreement.

**2.12 Infringement.** If a third party makes a claim against the Agency that any use of the Services in accordance with the terms of this Agreement infringes such third party’s intellectual property rights, Flock, at its sole cost and expense, will defend Agency against the claim and indemnify Agency from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Flock, provided that Agency: (i) notifies Flock promptly in writing of the claim; (ii) gives Flock sole control of the defense and any settlement negotiations; and (iii) gives Flock reasonable assistance in the defense of such claim. If Flock believes or it is determined that the Services violated a third party’s intellectual property rights, Flock may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Flock may terminate Agency’s use rights and refund a pro-rata portion of prepaid fees Agency has paid to Flock.

### 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the

security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

#### 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

**4.1 Confidentiality.** Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the Parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Proprietary Information of the other Party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process (including requests under the California Public Records Act, Government Code section 7920.000 et seq.), provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, nonexclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and



perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above. As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

**4.5 California Public Records Act Compliance.** Notwithstanding the foregoing provisions, Flock expressly understands that Agency is a public agency subject to the California Public Records Act (Cal. Government Code § 7920.000 et seq.). In the event that Agency receives a public records request seeking the disclosure of information that Flock has designated as its “Proprietary Information,” Agency shall notify Flock, and Flock shall be allowed to take any reasonable action to preserve the confidentiality of such information. Agency’s obligation shall only extend to notifying Flock of the request, and Agency shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

## 5. PAYMENT OF FEES

**5.1 Fees.** Agency will pay Flock an annual fee of Seventy-Five Thousand Dollars (\$75,000.00) (the “**Annual Fee**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Agency shall pay the Annual Fee for subsequent years within 30 days of receipt of an invoice from Flock. All payments will be made by either ACH, check, or credit card. In no event shall the fees paid to Flock exceed Three Hundred Seventy-Five Thousand Dollars (\$375,000.00).

**5.2 Invoicing.** Flock will bill Agency through an invoice. Payment for each invoice must be received by Flock thirty (30) days after Agency’s receipt of the invoice. Unpaid amounts may result in immediate termination of Service.

**5.3 No-Fee Term Access.** Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for 30 days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Annual Fee payments according to Section 5.1.

## 6. TERM AND TERMINATION

6.1 **Term.** Subject to earlier termination as provided below, the term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date and continuing through August 4, 2028 (the “*Service Term*”).

6.2 **Agency Satisfaction Guarantee.** If, at any time during the agreed upon term, Agency is not fully satisfied with the service or solution Agency may self-elect to terminate this Agreement. Self-elected termination will result in a one-time fee of actual cost of removal, which shall not exceed \$500 per camera. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Service Term length set forth previously. Self-termination of the Agreement by Agency will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty-day period.

Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 **Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency’s right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 **No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency’s Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days’ notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in its sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Annual Fee owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND THE SUPPLEMENTAL CONDITIONS ADDENDUM, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DISCLAIMER SET FORTH IN THIS SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF CALIFORNIA.

**7.5 Insurance.** Prior to the commencement of Services hereunder, Flock shall provide certificates of insurance with original endorsements to Agency of the insurance coverage as specified in Exhibit "B", attached hereto and incorporated herein. Flock shall maintain insurance for the Service Term of this Agreement.

## 8. LIMITATION OF LIABILITY AND INDEMNITY

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES THE AMOUNT OF FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 24 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO MATTERS STATED IN THE SUPPLEMENTAL CONDITIONS ADDENDUM. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THE LIMITATION OF LIABILITY OF THIS SECTION 8.1 APPLIES ONLY AS TO DISPUTES BETWEEN THE PARTIES AND TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF CALIFORNIA AND DOES NOT APPLY TO ANY THIRD PARTY PERSONAL INJURY, BODILY INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY CLAIM OR ACTION THAT ARISES FROM OR RELATES TO FLOCK'S OR ITS EMPLOYEES', CONTRACTORS', SUBCONTRACTORS', AGENTS', OR SUPPLIERS' MAINTENANCE OF THE HARDWARE.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100 IN EXCESS OF FLOCK'S INSURANCE COVERAGE AS SET FORTH IN EXHIBIT B, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, and agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

**8.4 Indemnity.** Notwithstanding any provision to the contrary and to the fullest extent permitted by law, Flock shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its elected and appointed officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, arising from, pertaining to, or relating to the willful misconduct or negligent acts or omissions of Flock or its employees, subcontractors, or agents in the performance of the Services. The foregoing obligation of Flock shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the active negligence or willful misconduct of the Agency or its officials, officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Flock or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Flock to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Agency of insurance certificates and endorsements required under the Agreement does not relieve Flock from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 8.4 shall survive termination or expiration of this Agreement. Flock's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in this Agreement, including but not limited to, Sections 2.1, 7.4 and 8.

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement by Agency, Agency's sharing of any data in connection with the Flock system, Flock employees or agents or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

## 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. Should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Subcontractors.** If Flock utilizes a third-party subcontractor or other vendor to provide the services under this Agreement, Flock shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.



**10.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**10.4 Entire Agreement.** This Agreement and the Order Form(s) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.5 Relationship.** It is expressly agreed that Flock is to perform the services described herein as an independent contractor. Nothing contained herein shall in any way be construed to make Flock or any of its agents or employees, an agent, employee or representative of the Agency. Flock shall be entirely responsible for the compensation of any employees used by Flock in providing said services. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.

**10.6 Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10.7 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The federal and state courts sitting in Los Angeles County, California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.8 Publicity.** Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.9 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.10 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.11 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.13 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.14 **Effective Date.** This Agreement is effective retroactive to the Effective Date.

Each Party is signing this Agreement on the date set forth opposite that Party's signature.

CITY OF WEST COVINA

\_\_\_\_\_  
Pauling Morales  
Acting City Manager

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

FLOCK GROUP INC.

\_\_\_\_\_  
Signature

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephanie Sikkema  
Acting Human Resources and Risk  
Management Director

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

**EXHIBIT A**  
**ORDER FORM**

DRAFT

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

DRAFT

# flock safety

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## **Sole Source Letter for Flock Safety ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:**

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,



Garrett Langley  
CEO, Flock Safety



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 19, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT:** CONSIDERATION OF COUNCIL AND COMMISSIONER COMPENSATION AND BENEFITS

### RECOMMENDATION:

Staff requests direction from City Council regarding the following; Consider an increase to Council's compensation; Changes to City Council's allowance; Changes to City Council benefits; direct staff to update the City Council Expense and Reimbursement Policy; Changes to the Commissioners' stipends.

### BACKGROUND:

During the December 6, 2022 City Council meeting, Mayor Castellanos requested that staff provide a report on the feasibility of an increase to the City Council's and Commissioners' pay and benefits.

### DISCUSSION:

Cities provide salaries and benefits for Council members, including monthly compensation, allowances and benefits. West Covina Council salaries have not been updated since 1990, which is over thirty (30) years without any adjustments for the consumer price index (CPI) / cost of living. In addition, Council benefits have been reduced over the years due to budgetary constraints. In addition, their allowances have been reduced, which can limit Councilmember's ability to represent the City at events, attend training conferences, and to lobby for West Covina needs. If the annual allowance is not sufficient for city-related business, it can place a hardship on a Councilmember to personally cover city-related expenditures.

Currently, West Covina City Council members receive a monthly salary of \$765, an annual allowance of \$1,000, life insurance and an Accidental Death & Dismemberment policy (both policies are \$10 monthly). The City Council is afforded the opportunity for retirement through the City. They make the selection when elected.

### City Council Compensation

The West Covina City Council salaries were last updated in 1990 to \$765 per month. The table below provides a history of City Council salary amounts since 1985:

Ordinance No.	Year Adopted	Effective Date	Per Month Salary
1689	1985	January 1, 1985	\$600
1767	1988	July 1, 1988	\$694
1830	1989	July 1, 1990	\$765

California Government Code section 36516(a)(4) allows for increases in council member salaries in an amount not to exceed 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance to increase the salary is enacted. The maximum allowed, per Section 36516(a)(4), is for Council compensation is \$2,027/month or \$24,327/year. If City Council moved to the maximum of \$2,027, the estimated fiscal impact to the General Fund would be approximately \$80,000 annually.

The following table provides a summary of surrounding cities' council member compensation data as reported in the 2021 State Controller's Government Compensation in California website (<https://publicpay.ca.gov/>).

			Other Pay (allowances,	Defined Benefit	Retirement	Deferred	Health
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City	Population	Annual Salary	stipends, etc.)	Plan Contribution	Cost Covered	Compensation Plan	Dental Vision
Azusa	49,704	12,176	8,141	1,230	21	0	7,877
Baldwin Park	70,855	6,133	21,417	440	0	6,917	896
Burbank	105,451	50,841	11,438	4,148	0	600	6,203
Covina	50,449	4,114	1,429	235	0	0	0
Downey	112,584	0	450	0	0	0	0
El Monte	107,706	8,334	4,543	767	88	8,003	5,540
La Puente	37,587	6,432	6,908	590	151	0	17,659
Monterey Park	60,207	6,000	0	778	0	0	8,328
Ontario	179,516	25,493	8,899	1,440	414	13,843	4,539
Pasadena	138,310	21,161	325	1,838	0	4,814	11,297
Pomona	149,766	11,232	327	771	0	0	4,518
<b>West Covina</b>	<b>108,243</b>	<b>9,180</b>	<b>0</b>	<b>174</b>	<b>0</b>	<b>0</b>	<b>0</b>
Whittier	87,931	9,863	0	0	0	0	12

**It is important to note that any adjustment to the City Council salaries would not take effect until the next City Council election, which is November 2024.**

#### **City Council Allowance**

City Council allowances are for Council members' expenditures for conferences, community events, phone, City-associated travel, among other expenditures as outlined in the City Council Expense and Reimbursement Policy (Attachment No. 1). The policy is outdated and requires updating. Council allowances have been reduced over the years to help address budget cuts. In FY 2017-18, Council allowances were reduced from \$4,700 to \$1,500, and further reduced to the current allowance of \$1,000 annually.

#### **Council Benefits**

Over the years, City Council members have received a variety of benefits for serving on the City Council. Currently, the only benefits West Covina Council members receive are Life Insurance and Long Term Disability.

Resolution No. 2018-94 revised the schedule of benefits for City Council Members to the following:

##### **• Medical, Dental, & Vision Insurance:**

Active City Council Members may purchase Medical, Dental, and/or Vision insurance from a City provided plan. The cost of insurance shall be covered entirely by the Councilmember and the City shall not make any contribution to the premiums and other associated costs for said insurance plans.

Retiree Dental: City Council Members that retire directly from City employment shall be allowed to participate in the City's employee dental insurance program based on employee monthly premium rates. The City shall not contribute to the monthly premium.

##### **• Term Life Policy:**

The City shall provide all City Council Members a term life insurance policy in the amount of \$100,000 while serving on the City Council, with an additional Accidental Death & Dismemberment (AD&D) policy of \$100,000 if injured in the line of duty.

Section 125 Plan: The City has established a program consistent with Section 125 of the IRS Code, which enables Council Members to voluntarily use pre-tax earnings for medical, dental, and dependent care expenses. It is understood that participation in the plan is voluntary and the City will not be obligated to contribute to pay any City Councilmember costs for those who participate in the plan.

##### **• Retirement:**

City Council Members elected after January 1, 2013, shall participate in the 2.0% at age 62 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New Council Members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013. Such contributions shall be made on a pre-tax basis. Council members are vested after five (5) years of full-time service credit.

In addition, the City Council previously had the following benefits:

● **Auto Allowance:**

City Council members previously received a \$300 car allowance. Currently, Directors and City Manager positions receive a car allowance to reimburse staff for use of their personal vehicles for work-related purposes. These include fuel, maintenance and other costs of operating a vehicle.

● **Management Benefit:**

City Council members previously received a \$150 management benefit similar to the one the Director positions receive.

The following is a summary of possible benefits:

Benefit	Cost*
Medical	Amount equal to the monthly Los Angeles Region Kaiser medical premium (Currently ranges from \$755 to \$1,962)
Dental	Up to \$62.23 monthly
Vision	Employee only monthly premium (Currently \$17)
Life Insurance	Approximately \$9 per month
Accidental Death & Dismemberment Policy	Approximately \$1 per month
Auto Allowance	\$300 per month
Deferred Compensation Plan	\$300 per month
<b>TOTAL</b>	<b>\$1,444 to \$2,651 per month</b>

\*(compared to Department Head benefits)

**City Commissioners**

In addition to Council members receiving salaries, Commissioners receive stipends for serving on various City commissions. The City has experienced difficulty with recruiting commissioners, so providing increased incentives may attract commissioners. In addition, with vacant commissioner positions, commissions have been experiencing a lack of quorums, which delays City business and recommendations to City Council. Resolution No. 2018-85 decreased the monthly stipend for serving on City commissions to the following:

- Planning Commissioners
  - \$75.00 stipend per Planning Commission meeting attended, with a maximum stipend of \$75.00 per month.
- Community and Senior Services Commissioners and Human Resources Commissioners
  - \$50.00 stipend for each Commission meeting attended, with a maximum stipend of \$50.00 per month.

Prior to this, City Commissioners were compensated as follows (Resolution No. 2016-72):

- City Commissioners
  - \$75 stipend per regularly scheduled or special meeting attended, up to a maximum of \$150 per month
- The Planning Commission regularly meets twice a month, while the other commissions may only meet once a month or less.

The table below provides a summary of other cities commissioner compensation:

City	Planning Commission		Recreation/Community Services Commission		Personnel Commission	
	Per Meeting	Monthly Max	Per Meeting	Monthly Max	Per Meeting	Monthly Max
Azusa	\$25	\$50	\$25	\$50	\$25	\$50
Baldwin Park	\$50	N/A	\$50	N/A	\$50	N/A
Burbank	\$0	\$0	\$0	\$0	\$0	\$0
La Puente	\$75	N/A	N/A	N/A	N/A	N/A
Pasadena	N/A	\$50	N/A	N/A	N/A	N/A



South El Monte	N/A	\$150	N/A	\$100	N/A	N/A
<b>West Covina</b>	<b>\$75</b>	<b>\$75</b>	<b>\$50</b>	<b>\$50</b>	<b>\$50</b>	<b>\$50</b>
Whittier	\$0	\$0	\$0	\$0	\$0	\$0

If City Council raised the Commissioner monthly limit back to \$150/month, the estimated fiscal impact to the General Fund would be approximately \$23,000 annually.

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#### Fiscal Impact

#### FISCAL IMPACT:

The table below provides a summary of options and estimated fiscal impact:

Category	Current	Option	Estimated Annual Fiscal Impact to General Fund
Council Compensation	\$9,180/year	Average - \$13,200/year	\$21,000
		Max - \$24,327/year	\$80,000
Council Allowances	\$1,000/year	\$2,000/year	\$5,000
		\$5,000/year	\$20,000
Commissioner Compensation	Max \$50-\$75/month	Max \$150/month	\$23,000

The FY2023-24 General Fund Budget had an estimated revenue less expenditures of \$176,081.

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#### Attachments

Attachment No. 1 - Council Expense & Reimbursement Policy

**CITY COUNCIL GOALS & OBJECTIVES:** Maintain Good Intergovernmental Relations

**CITY OF WEST COVINA  
COUNCIL EXPENSE & REIMBURSEMENT POLICY**

**INTRODUCTION**

The Mayor and City Councilmembers are appropriated annual individual allowances which can be used for a variety of expenses incurred in conducting official City business.

The State legislature adopted Assembly Bill (AB) 1234, which became law January 1, 2006. This law created state requirements related to expenses and levels of reimbursement made to local officials. While City officials may be reimbursed for actual and necessary expenses in performing their official duties, AB 1234 requires local agencies to adopt a policy that specifies what constitutes a "necessary" expense and mandates that levels be set for the authorized expenses.

AB 1234 specifically requires that expense levels for travel, meals and lodging be contained in the adopted policy. If levels are not established for travel, meals and lodging expenses, the amount allowed for such expenses defaults to those specified in the Internal Revenue Service guidelines.

This policy is intended to meet all requirements of applicable State law, AB 1234 and the West Covina Municipal Code by establishing what types of expenses are considered "actual and necessary expenses incurred in the performance of official duties" and setting expense and reimbursement levels representative of what the community considers reasonable.

It is the intent of this City Council Expense and Reimbursement Policy ("Policy") to establish guidelines that comply with California law for the reimbursement of local officials for their reasonable expenses associated with travel, meals, lodging and other actual and necessary expenses incurred in the performance of their official duties as City Officials. City Officials shall be entitled to reimbursement for their reasonable expenses associated with travel, meals, lodging and other actual and necessary expenses in the manner and in the amounts set forth in this Policy.

**Effective Date: November 1, 2016**

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## **RECITALS**

WHEREAS, the City of West Covina takes its stewardship over the use of its limited public resources seriously;

WHEREAS, public resources should only be used when there is a substantial benefit to the City of West Covina;

WHEREAS, the City of West Covina recognizes the value of professional conferences, educational seminars, meetings and training for City Officials.

WHEREAS, such activities and opportunities that provide such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials;
2. Participating in regional, state and national organizations whose activities affect the City of West Covina;
3. Attending educational seminars designed to improve officials' skill and information levels; and
4. Promoting public service and morale by recognizing such service.

WHEREAS, 1) legislative and other regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive and focused communication about the City of West Covina's concerns; and 3) each meal expenditure must comply with the limits and reporting requirements of local, state and federal law;

WHEREAS, this Policy provides guidance to elected and appointed officials on the use and expenditure of City of West Covina resources, as well as the standards against which those expenditures will be measured;

WHEREAS, this Policy satisfies the requirements of Government Code sections 53232.2 and 53233.3;

WHEREAS, this Policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources;

WHEREAS, this Policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws;

WHEREAS, this Policy applies to reimbursements, cash advances and charges made to a City credit card; and

WHEREAS, this Policy shall apply to members of the City Council, members of City Commissions, the City Treasurer and the City Clerk ("City Officials").

## **II. COUNCIL EXPENSE & REIMBURSEMENT POLICY**

### **A. Expense Fund Allocations**

Incurring expenses for any year shall not exceed the expense amount as budgeted by the City. As explained in Section N of this Policy, all purchases made with a City credit card shall be deducted from the yearly allowance. In addition, allowable purchases not made with a City credit card shall be reimbursed to the City Official.

### **B. Authorized Expenses**

City funds, equipment, supplies (including letterhead and business cards), titles, and staff time may be used only for authorized City of West Covina business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, provided other requirements of this Policy are met, including the reporting requirements contained in Section O:

- Communicating with representatives of regional, state and national government on City of West Covina adopted policy positions;
- Attending educational seminars or courses designed to improve officials' skill and information levels;
- Participating in regional, state and national organization activities, whose activities affect the City of West Covina's interests;
- Recognizing service to the City of West Covina (gift not to exceed \$50.00 in cost or value);
- Attending City of West Covina events; and
- Implementing a City-approved strategy for attracting or retaining businesses to the City of West Covina, which typically involves at least one staff member.

### **C. Expenses Requiring Prior Approval**

The following expenses require prior approval by the Council at a public meeting:

- International travel;
- Expenses which exceed the annual limits established for each office holder; and
- Expenses not otherwise authorized under this Policy.

## **D. Non-Reimbursable Expenses**

Examples of personal expenses that the City will not reimburse include, but are not limited to:

- The personal portion of any trip;
- Political or charitable contributions or events;
- Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
- Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
- Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

## **E. Cost Control**

In order to conserve City resources and to keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. If an expense is incurred, which exceeds the approved level(s), the amount paid or reimbursed by the City will be limited to the cost(s) that fall within the guidelines.

## **F. Transportation**

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

- 1. Airfare.** Airfares that are equal or less than those available through the Enhanced Local Government Travel Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)) are presumed to be the most economical and reasonable for purposes of reimbursement under this Policy. In the event that government rates are not available at a given time or in a given area, airfare rates that do not exceed the median retail price for airfare for that area listed on websites such as [www.priceline.com](http://www.priceline.com) or an equivalent service shall be considered reasonable and, therefore, reimbursable.

2. **Automobile.** Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see [www.irs.gov](http://www.irs.gov)). For 2016, the rate is 54 cents per mile. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. City Officials receiving an auto allowance are not eligible for mileage reimbursement.
3. **Car Rental.** Rental rates that are equal or less than those available through the Enhanced Local Government Travel Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)) are presumed to be the most economical and reasonable for purposes of reimbursement under this Policy. In the event that government rates are not available at a given time or in a given area, car rental rates that do not exceed the median retail price for car rental for that area listed on websites such as [www.priceline.com](http://www.priceline.com) or an equivalent service shall be considered reasonable and, therefore, reimbursable. The Internal Revenue Service mileage rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.
4. **Taxi/Shuttle/Vehicles for Hire.** Taxi, shuttle fares and other vehicles for hire may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

## **G. Lodging**

Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1. **Conference Lodging.** If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
2. **Other lodging.** Travelers must request government rates, when available. See [www.dgs.ca.gov/travel](http://www.dgs.ca.gov/travel) for a listing of hotels that offer government rates in different areas. Lodging rates that are equal or less than government rates through the Enhanced Local Government Travel Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)) are presumed to be reasonable and shall be reimbursable for purposes of this Policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area listed on websites such as [www.priceline.com](http://www.priceline.com) or an equivalent service shall be considered reasonable and, therefore, reimbursable.

## **H. Meals**

City Officials shall, when available, take meals that are provided as part of a seminar or conference registration fee. Reimbursable meal expenses and associated gratuities will not exceed the following rates per person:

Breakfast	\$15.00
Lunch	\$16.00
Dinner	\$28.00

The total per diem rate for 2017 is \$64, which includes \$5 for incidentals as defined in section G. Such amounts will be automatically adjusted based on the General Services Administration rates by geographic area without further action by the City Council. Rates can be found at [www.gsa.gov](http://www.gsa.gov).

The City shall **not** pay for alcohol or bar expenses.

## **I. Incidentals**

Incidental expenses are fees and tips given to porters, baggage carriers, hotel staff and staff on ships and shall not exceed \$5 per day.

## **J. Telephone/Fax/Cellular**

Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

## **K. Internet**

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$20.00 per day, if Internet access is necessary for City-related business.

## **L. Airport Parking**

The most economical parking option, such as long-term parking, must be used for travel exceeding 24-hours.



## **M. Cash Advance Policy**

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Manager 30 days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of the City of West Covina;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the City treasury within 30 business days of the official's return, along with an expense report and receipts documenting how the advance was used in compliance with this Policy.

In the event the Chief Finance Officer is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the City Council.

## **N. Credit Card Use Policy**

The City does not issue credit cards to individual office holders but does have an agency credit card for selected City expenses. The City's credit card may be used for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the city credit card and compliance with this Policy must be submitted within 10 business days of use.

City credit cards may not be used for personal expenses, even if the official subsequently reimburses the city.

## **O. Expense Report Content and Submission Deadline**

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the City. This form shall include the following advisory:

All expenses reported on this form must comply with the City's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the city's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

Expense reports must document that the expense in question met the requirements of this Policy. For example, if the meeting is with a legislator, the City official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

City Officials must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant itemized receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

The City Manager or his/her designee is responsible for the specific review of all advance and expense reimbursement requests to assure adherence to this Policy.

## **P. Audits of Expense Reports**

All expenses are subject to verification that they comply with this Policy.

## **Q. Reports to Governing Board**

At the next regular meeting of the City Council, each official shall briefly report on any Brown Act meetings attended at the City's expense, as well as any conferences, educational seminars or meetings with legislators or other government officials.

If multiple officials attended, a joint report may be made. The report may be made orally or in writing.

## **R. Compliance with Laws**

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All City expenditures are public records subject to disclosure under the Public Records Act and may be subject to other State and Federal laws.

## **S. Changes to Policy**

Any change to this Policy shall be approved by the City Council at a regularly scheduled public meeting.

## **T. Violation of this Policy**

Under state law, use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following:

- Loss of reimbursement privileges;
- A demand for restitution to the City;
- The City's reporting the expenses as income for the elected official to state and federal tax authorities;
- Civil penalties of up to \$1,000 per day and three times the value of the resources used; and
- Prosecution for misuse of public resources.