



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**FEBRUARY 18, 2020, 7:00 PM
REGULAR MEETING**

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

**Mayor Tony Wu
Mayor Pro Tem Letty Lopez-Viado
Councilman Dario Castellanos
Councilman Lloyd Johnson
Councilmember Jessica C. Shewmaker**

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

AMERICANS WITH DISABILITIES ACT

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

AGENDA MATERIAL

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

NOTICE

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

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

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

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

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

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

RULES OF DECORUM

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

AGENDA

CITY OF WEST COVINA CITY COUNCIL/SUCCESSOR AGENCY

**TUESDAY FEBRUARY 18, 2020, 7:00 PM
REGULAR MEETING**

INVOCATION

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

PLEDGE OF ALLEGIANCE

Led by Councilman Castellanos

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- 2019 World Series Shetland Ponies - Sal Espinosa, Manager
- Thanksgiving Box Outreach - Pastor Kelly DuPee, Faith Church

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) **FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES**
FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES

It is recommended that the City Council approve the February 4, 2020 Regular Meeting Minutes and the February 4, 2020 Closed Session Meeting Minutes.

CLAIMS AGAINST THE CITY

- 2) **GOVERNMENT TORT CLAIM DENIALS**

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

1. Victoria Esguerra vs. The City of West Covina
2. Terry Christopher vs. The City of West Covina
3. Yvonne Van Der Eb vs. The City of West Covina
4. Sergio Hermosillo vs. The City of West Covina
5. David Cordero vs. The City of West Covina
6. Julie Frank vs. The City of West Covina

INVESTMENT REPORT

3) INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2019

It is recommended that the City Council receive and file the Investment Report for the month ended December 31, 2019.

CITY MANAGER'S OFFICE

4) CONSIDERATION OF MAYORAL ANNUAL APPOINTMENT OF CITY COUNCIL MEMBER REPRESENTATIVES TO EXTERNAL ADVISORY BOARDS

It is recommended that the City Council adopt Resolution 2020-13 confirming the Mayor's appointments to the various organizations and advisory boards.

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF MEETING MINUTES AND ADOPTION OF THE TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE JANUARY 14, 2020 TRAFFIC COMMITTEE MEETING

It is recommended that the City Council approve the Traffic Committee recommendations from the January 14, 2020 Traffic Committee Meeting for the following items:

1. Line of Sight Review for the City Hall Parking Lot and City Parking Structure Exits onto Garvey Avenue

Request: A request was submitted to evaluate the line of sight for the City Parking Structure exit and the City Hall Parking Lot exit due to parked vehicles obstructing the line of sight.

Review Standard:

- Curb marking recommendations are based on a combination of engineering judgment, the California Manual on Uniform Traffic Devices (CAMUTCD), and the California Vehicle Code (CVC). Based on engineering judgment, red curb is recommended.
- The City Traffic Engineer conducted a line of sight analysis at the requested intersection, relying on engineering judgment and standards. The American Association of State Highway and Transportation Officials (AASHTO) is a standards setting body which publishes specifications, test protocols and guidelines which are used in highway design and construction throughout the United States. AAASHTO sets transportation standards and policy for the United States as a whole. AASHTO is not an agency of the federal government; rather it is an organization of the states themselves. Policies of AASHTO are not federal laws or policies, but rather are ways to coordinate state laws and policies in the field of transportation. Per AASHTO Table 3-1 (A Policy on Geometric Design of Highways and Streets) for a roadway with a posted speed of 35 MPH, the clear sight distance needed is 250 feet. Based on stopping sight distance triangle analysis

completed at the City Hall Parking Lot exit and City Parking Structure exit, red curb is recommended to increase visibility for drivers exiting the facilities.

Recommendation: The Traffic Committee unanimously recommends to (1) Install 90-feet of red curb along the south side of S. Garvey Avenue along the dedicated right turn lane just west of the City Hall Parking Lot entrance/exit; (2) Install 70-feet of red curb along the south side of S. Garvey Avenue just east of the City Hall Parking Lot entrance/exit; (3) Install 145-feet of red curb along the south side of S. Garvey Avenue along the dedicated right turn lane just west of the City Parking Structure entrance/exit; and (4) Remove 3 angled parking spaces along the south side of S. Garvey Avenue, just east of the City Parking Structure entrance/exit and repaint and extend the no parking hatched area and red curb approximately 35-feet east towards the existing 4th parking space.

2. Traffic Safety Review of Sunset Avenue and Durness Street

Request: A resident requested a traffic safety evaluation of the intersection of Sunset Avenue and Durness Street due to visibility concerns of crossing pedestrians.

Review Standard:

- The placement of crossing guards is dictated by engineering judgment and based on the guidelines found in the CAMUTCD and the CVC. CAMUTCD Chapter 7D describes requirements needed to be met for an adult crossing guard who would control pedestrians and vehicles. Based on these guidelines, the placement of a crossing guard at the requested location was not warranted.
- Curb marking recommendations are based on a combination of engineering judgment, the CAMUTCD, and the CVC. Based on engineering judgment red curb is recommended.

Recommendation: The Traffic Committee unanimously recommends to (1) Install advanced stop line 4' (feet) in advance of the nearest crosswalk line for all legs of the intersection; (2) Repaint yellow standard crosswalks in all legs of Sunset Avenue and Durness Street intersection to yellow ladder striped crosswalks; (3) Install Turning Vehicles Yield to Peds (R10-15) signs at the intersection of Sunset Avenue and Durness Street for all directions on signal pole mast arms next to the signal heads; and (4) that the Police Department and School District further review the placement of a crossing guard at the intersection of Sunset Avenue and Durness Street to see if funds are available for an additional crossing guard at this intersection.

3. Traffic Calming Review Along Eveningside Drive from Fairgrove Avenue to Brentwood Avenue

Request: A resident requested a traffic safety review along the segment of Eveningside Drive between Fairgrove Avenue and Brentwood Drive due to speeding concerns.

Review Standard:

- Pavement markings are recommended as treatments to provide guidance and information for the road user. All pavement word, symbol, and arrow markings should comply with CAMUTCD Section 3B.20. Speed limit "25" pavement markings are recommended to remind motorists of the posted speed limit.
- Pavement markings are recommended as treatments to provide guidance and information for the road user. All yellow center line pavement markings should comply with the guidelines and warrants set forth in the CAMUTCD Section 3B.01. A broken yellow center line and repainting the existing double yellow center line is recommended help keep motorists in their travel lane.
- Non-vehicular warning signs are recommended as treatments to alert road users in advance of locations where unexpected entries into the roadway might occur. All non-vehicular warning signs should comply with the CAMUTCD Section 2C.50. Pedestrian Warning signs with Ahead plaque are recommended to inform motorists that they are approaching a point where crossing activity may occur.

Recommendation: The Traffic Committee unanimously recommends to (1) Install 30x30 Pedestrian Warning Sign (W11-2) with a 24x12 Ahead plaque (W16-9P) approaching the Community Park for both northbound and southbound approach; (2) Paint a broken yellow center line along Eveningside Drive

from Fairgrove Avenue to Brentwood Drive and repaint existing double yellow center line along the curve; (3) Paint white “25” pavement markings adjacent to the existing 25 MPH Speed Limit signs for both the northbound and southbound approach; (4) Replace all existing faded street sweeping signs; and (5) Work with the Police Department to place the speed trailer on Eveningside Drive.

6) CONSIDERATION OF DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT FOR LOT 59 (MISCELLANEOUS TRANSFER DRAIN NO. 962)

It is recommended that the City Council accept the Declaration of Easement and Maintenance Agreement for Lot 59, Maintenance Transfer Drain No. 962, authorize staff to execute the agreement, and facilitate the transfer of the Agreement to the County of Los Angeles.

7) CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2469 - CODE AMENDMENT NO. 19-02 REGARDING SINGLE FAMILY STANDARDS FOR ACCESSORY HABITABLE QUARTERS, AND VEHICLE BACKUP SPACE

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

ORDINANCE NO. 2469 - AN ORDINANCE TO AMEND ZONING REGULATIONS APPLICABLE TO SINGLE FAMILY AND RESIDENTIAL AGRICULTURAL ZONES REGARDING ACCESSORY HABITABLE QUARTERS (FORMERLY KNOWN AS GUEST HOUSES) AND VEHICULAR BACKUP SPACE

8) CONSIDERATION OF BUDGET AMENDMENT TO INCREASE APPROPRIATIONS FOR PROFESSIONAL AND CONTRACT SERVICES FOR BUILDING AND PUBLIC WORKS PLAN CHECK AND INSPECTION SERVICES

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

RESOLUTION NO. 2020-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (BUILDING AND PUBLIC WORKS CONTRACT/ PROFESSIONAL SERVICES)

HUMAN RESOURCES/RISK MANAGEMENT

9) CONSIDERATION OF INCREASE IN HOURLY RATE SALARY SCHEDULE TO REELECT RECENT INCREASE IN STATE HOURLY MINIMUM WAGE

It is recommended that the City Council:

1. Approve wage adjustments to limited service positions to bring them into compliance with the State’s minimum wage requirement as of January 1, 2020;
2. Approve wage adjustments to limited service positions to address adverse pay compaction created by the State’s minimum wage increase as of January 1, 2020;
3. Approve deletion of Engineering Aide, Engineering Trainee, Fire Protection Engineering Intern, Information Systems Intern, Recycling Specialist and Social Services Specialist from the Limited Services Pay Schedule due to the position being operationally obsolete or redundant to other similar existing positions; and
4. Adopt Resolution 2020-11:

RESOLUTION NO. 2020-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADJUSTING THE HOURLY PAY RATES OF CLASSIFICATIONS WITHIN THE LIMITED SERVICES PAY SCHEDULE

PUBLIC SERVICES

10) CONSIDERATION OF THIRD AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES

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

1. Approve the Third Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2020 through March 2, 2021 (Attachment No. 1);
2. Approve the following Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, – RESOLUTION NO. 2020-10 ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (MV Transportation)

11) CONSIDERATION OF RESOLUTION GRANTING AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

It is recommended that City Council approve the following Resolution:

RESOLUTION NO. 2020-09 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

12) CONSIDERATION OF AWARD OF BIDS FOR FIRE AND HEAVY EQUIPMENT MAINTENANCE AND REPAIRS

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute a three (3) year contract with two optional one-year extensions with Valley Power, Southern California Fleet Services, Emergency Vehicle Group, South Coast Emergency, and Velocity Truck Centers to provide Fire Department fleet and heavy equipment maintenance and repair services; and
2. Authorize Purchase Orders not to exceed \$300,000 annually.

13) CONSIDERATION OF PURCHASE ORDERS FOR AUTO PARTS, TIRES AND FLEET SERVICES

It is recommended that the City Council approve the following purchase orders (PO) as reflected in the table below for Fiscal Year (FY) 2019-20:

| Vendor | PO | PO Amount | Requested Increase | New PO Total Amount |
|---------------------------------|-----------|------------------|---------------------------|----------------------------|
| Daniels Tire Service Corp | 20-00042 | \$25,000 | \$30,000 | \$55,000 |
| Firestone Tire & Service Center | 20-00102 | \$30,000 | \$30,000 | \$60,000 |
| Pep Boys Corp | 20-00078 | \$25,000 | \$30,000 | \$55,000 |

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

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

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting

March 3, 2020

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

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

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

Sec. 2-50. Decorum--Required.

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

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

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

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

The following are excerpts from the Penal Code

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

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
FEBRUARY 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES

RECOMMENDATION:

It is recommended that the City Council approve the February 4, 2020 Regular Meeting Minutes and the February 4, 2020 Closed Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Kyle Clayton, Deputy City Clerk

Additional Approval: Mark Persico, Assistant City Manager

Attachments

Attachment No. 1 - 02-04-2020 Regular Session Meeting Minutes Draft

Attachment No. 2 - 02-04-2020 Closed Session Meeting Minutes Draft



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 4, 2020, 7:00 PM
REGULAR MEETING

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

MINUTES

CALL TO ORDER

A Regular Meeting was called to order by Mayor Wu on Tuesday, February 4, 2020 at 7:03 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Councilmembers

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica C. Shewmaker,
Mayor Pro Tem Letty Lopez-Viado, Mayor Wu

Councilmembers

Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Kyle Clayton Deputy City Clerk; other city staff presented reports and responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Councilmember Shewmaker led the Pledge of Allegiance.

REPORTING OUT FROM CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Solano v. City of West Covina (Los Angeles Superior Court, Case No. BC697027)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Tony Saldana v. City of West Covina (Case No's ADJ10939762, ADJ10939765, ADJ10939768)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

David Branconier v. City of West Covina (Case No's ADJ11441194, ADJ11773443, ADJ12600841)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Number of Cases: Two (2)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: Plaza West Covina Mall APN's: 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940

Agency Negotiator: Carmany, Persico, Duarte, Anderson, Morales,

Negotiating Parties: Starwood Retail Partners

Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte, Persico, Tran,

Employee Organizations

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

City Attorney Thomas P. Duarte indicated that no reportable action was taken.

PRESENTATIONS

- San Gabriel Basin Water Quality Authority – Ken Manning
- Los Angeles County Registrar-Recorder/County Clerk – Jeff Klein
- Horatio Alger Association State Scholarship – Brandon Lam, Edgewood High School Student
- West Covina High School Dance and Drill Team

ORAL COMMUNICATIONS

Speaker:

Kathy Clark
Jerri Potras
Marilyn Maxon Lewis
Sherrie Berillon
William Elliot
Steve Bennett

---End of Public Comment---

CITY MANAGER'S REPORT

- Presentation given by Mr. Carmany

CONSENT CALENDAR

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 5-0 (SHEWMAKER: NO ON ITEM 2) to: approve Consent Calendar Items 1 through 4.

APPROVAL OF MEETING MINUTES

- 1) **JANUARY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR MEETING MINUTES
JANUARY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES**

CARRIED 5-0 to: approve the January 21, 2020 Regular Meeting Minutes and the January 21, 2020 Closed Session Meeting Minutes.

COMMUNITY DEVELOPMENT

- 2) **CONSIDERATION OF BUDGET AND CONTRACT AMENDMENTS FOR ENGINEERING SERVICES (TRANSTECH) AND BUILDING & SAFETY SERVICES (WILLDAN)**

CARRIED 4-1 (SHEWMAKER: NO) to: take the following actions:

1. Approve the First Amendment to the Agreement for Professional Services for City Engineer Services by Transtech to establish an annual budget of \$700,000 (not to exceed \$3,500,000 through contract life); establish a Capital Improvement Program annual budget of \$1,000,000 (\$5,000,000 through contract life) and separate the annual Engineering Services budget from the Capital Improvement Program projects budget; and
 2. Amend the Fiscal Year 19/20 Budget to add \$616,000 in Restricted Funds (including Gas Tax, Measure R, Measure M - subject to METRO approval - and Sewer Maintenance Fund) and \$84,000 in general fund for Engineering Services; and
 3. Approve the First Amendment to the Agreement for Professional Services for City Building Services with Willdan to establish an annual budget of \$940,000 (not to exceed \$4,700,000 through contract life); and
 4. Amend the Fiscal Year 19/20 Budget to add \$700,000 from permit fees for Building Services. Fees will be increased for Building permits starting on February 18, 2020.
- 3) **CONSIDERATION OF AGREEMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD. TO UPDATE THE CITYWIDE PAVEMENT MANAGEMENT PROGRAM (CITY PROJECT NO. 20003)**

CARRIED 5-0 to: take the following actions:

1. Approve a Professional Services Agreement with Nichols Consulting Engineers, Chtd. (NCE) in the amount of \$67,500 to update the City's Pavement Management Program (PMP); and
2. Authorize the City Manager to execute the agreement.

PUBLIC SERVICES

- 4) **CONSIDERATION OF ACCEPTANCE OF DROUGHT TOLERANT LANDSCAPING IMPROVEMENTS IN LANDSCAPE MAINTENANCE DISTRICT NO. 4 - PROJECT NO. 18021**

CARRIED 5-0 to: take the following actions:

1. Accept the Drought Tolerant Landscaping Improvements in Landscape Maintenance District 4 for Project No. 18021; and
2. Authorize recordation of Notice of Completion with the Los Angeles County Recorder.

END OF CONSENT CALENDAR

PUBLIC HEARINGS

- 5) **PUBLIC HEARING TO CONSIDER CODE AMENDMENT NO. 19-02 REGARDING SINGLE FAMILY STANDARDS FOR ACCESSORY HABITABLE QUARTERS, AND VEHICLE BACKUP SPACE**

Public Comments in Favor

None

Public Comments in Opposition

None

---End of Public Comment---

ACTION: MOTION BY COUNCILMAN CASTELLANOS AND SECONDED BY MAYOR PRO TEM LOPEZ-VIADO, CARRIED 5-0 to: read the title of the ordinance and waive further reading, and introduce the following ordinance:

ORDINANCE NO. 2469 - AN ORDINANCE TO AMEND ZONING REGULATIONS APPLICABLE TO SINGLE FAMILY AND RESIDENTIAL AGRICULTURAL ZONES REGARDING ACCESSORY HABITABLE QUARTERS (FORMERLY KNOWN AS GUEST HOUSES) AND VEHICULAR BACKUP SPACE

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

- 6) **CONSIDERATION OF ISSUANCE AND DELIVERY OF PENSION OBLIGATION BONDS TO REFUND OUTSTANDING CALPERS PENSION FUND OBLIGATIONS**

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED 4-1 (SHEWMAKER: NO) to: approve the following Resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AUTHORIZING THE ISSUANCE AND DELIVERY OF PENSION OBLIGATION BONDS TO REFUND CERTAIN OUTSTANDING PENSION FUND OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT; AUTHORIZING A VALIDATION ACTION; APPROVING CERTAIN PROFESSIONALS FOR THE REFUNDING; AND OTHER MATTERS RELATING THERETO

COMMUNITY DEVELOPMENT

7) CONSIDERATION OF A HISTORIC CONTEXT STATEMENT (1945-1978) AND HISTORIC RESOURCE INVENTORY UPDATE

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS, CARRIED BY CONSENSUS to: review and accept as complete the draft City of West Covina Historic Context Statement (1945-1978) and Historic Resource Inventory Update.

CITY COUNCIL REQUEST FOR REPORTS, STUDIES OR INVESTIGATION

8) REQUEST FROM MAYOR WU FOR CITY COUNCIL'S CONSIDERATION TO CHANGE THE STREET NAME FROM GLENDORA AVENUE TO MAXSON AVENUE.

ACTION: MOTION BY MAYOR WU AND SECONDED BY COUNCILMAN CASTELLANOS CARRIED 3-2 (JOHNSON: NO, SHEWMAKER: NO) to: discuss and provide staff appropriate direction.

CITY COUNCIL COMMENTS

None.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Councilman Johnson and seconded by Mayor Lopez-Viado, and the meeting was adjourned at 9:13 p.m., by Mayor Wu. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, February 18, 2020 at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 4, 2020, 6:00 PM
REGULAR MEETING - CLOSED SESSION

CITY MANAGER'S CONFERENCE ROOM
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

MINUTES

CALL TO ORDER

A Closed Session Meeting was called to order by Mayor Wu on Tuesday, February 4, 2020 at 6:00 p.m., in the City Manager's Conference Room, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica C. Shewmaker,
Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Council Members

Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Bruce Lindsey Deputy City Attorney, Derek Straatsma Outside Attorney, Gary Kranker Deputy City Attorney, Russell Hildebrand Deputy City Attorney, Jeff Anderson Community Development Director, Helen Tran Human Resources/Risk Manager

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Solano v. City of West Covina (Los Angeles Superior Court, Case No. BC697027)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Tony Saldana v. City of West Covina (Case No's ADJ10939762, ADJ10939765, ADJ10939768)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

David Branconier v. City of West Covina (Case No's ADJ11441194, ADJ11773443, ADJ12600841)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Number of Cases: Two (2)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: Plaza West Covina Mall APN's: 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940

Agency Negotiator: Carmany, Persico, Duarte, Anderson, Morales,

Negotiating Parties: Starwood Retail Partners

Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Persico, Tran, Duarte
Employee Organizations

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

REPORT OUTING OUT FROM CLOSED SESSION

City Attorney Thomas P. Duarte reported that no reportable action was taken.

ADJOURNMENT

The Closed Session Meeting adjourned at 6:58 p.m., by Mayor Wu. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday, February 18, 2020 at 6:00 p.m. in the City Manager's Conference Room, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: GOVERNMENT TORT CLAIM DENIALS

RECOMMENDATION:

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

1. Victoria Esguerra vs. The City of West Covina
2. Terry Christopher vs. The City of West Covina
3. Yvonne Van Der Eb vs. The City of West Covina
4. Sergio Hermosillo vs. The City of West Covina
5. David Cordero vs. The City of West Covina
6. Julie Frank vs. The City of West Covina

DISCUSSION:

All claims should be considered potential lawsuits. As such, it is requested that all Councilmembers refrain from making specific public comments so as not to prejudice any claim. Specific questions should be referred to the City Attorney.

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

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2019

RECOMMENDATION:

It is recommended that the City Council receive and file the Investment Report for the month ended December 31, 2019.

BACKGROUND:

California Government Code Section 53646 requires that cities report detailed information on all securities, investments, and monies of the City and to report the market value of the investments held. California Government Code Section 53601 and the City's Investment Policy define the types of investments allowed. The City's Investment Policy was last revised and adopted by the City Council on July 2, 2019. The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue.

DISCUSSION:

The Investment Report (Attachment No. 1) presents the City's and the Successor Agency's cash and investments for the month ended December 31, 2019. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as, reporting of the market value of the investments held. All the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months. The City's surplus funds are deposited with the Los Angeles County Investment Pool (LACIP), the Local Agency Investment Fund (LAIF) and Chandler Asset Management (Attachment No. 2).

At December 31, 2019, the investment portfolio had a market value of \$62,860,007 and the bond reserves had a market value of \$6,659,241.

Prepared by: Robbeyn Bird, Finance Director

Additional Approval: David Carmany, City Manager

Attachments

Attachment No. 1 - Investment Report December 31, 2019

Attachment No. 2 - Chandler Report December 31, 2019

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

**City of West Covina
Investment Report
For the Month Ended December 31, 2019**

| Description | Book Value | Market Value | Interest/ Yield to Maturity | Maturity Date | % of Portfolio |
|--|----------------------|----------------------|-----------------------------------|------------------|-------------------|
| Cash and Cash Equivalents | | | | | |
| Wells Fargo Checking Account | \$ 5,907,498 | \$ 5,907,498 | 0.00% | n/a | 8.50% |
| Pacific Western Bank Checking - HPP (CDBG) | 3,570 | 3,570 | 0.00% | n/a | 0.01% |
| Pacific Western Bank Checking - HPP (LMIHF) | 10,672 | 10,672 | 0.00% | n/a | 0.02% |
| Los Angeles County Investment Pool (LACIP) | 18,654,637 | 18,654,637 | 1.83% | n/a | 26.83% |
| Los Angeles County Investment Pool (LACIP) - CFD | 889,935 | 889,935 | 1.83% | n/a | 1.28% |
| Local Agency Investment Fund (LAIF) | 30,649,332 | 30,649,332 | 2.04% | n/a | 44.09% |
| Wells Fargo Checking Account - CFD | 1,537,931 | 1,537,931 | 0.00% | n/a | 2.21% |
| Investments - Chandler Asset Management | | | | | |
| Asset-Backed Securities | 270,938 | 272,043 | 1.93% | See attached | 0.39% |
| Federal Agencies | 2,453,733 | 2,446,849 | 1.62% | See attached | 3.52% |
| Collateralized Mortgage Obligation | 151,038 | 151,548 | 2.31% | See attached | 0.22% |
| Money Market Funds | 838,053 | 838,053 | 1.20% | See attached | 1.21% |
| US Treasury | 1,502,141 | 1,497,939 | 1.64% | See attached | 2.15% |
| Total Cash and Investments | \$ 62,869,478 | \$ 62,860,007 | | | |
| Bond Reserves | | | | | |
| Lease Revenue Bonds, 2006 Series A & 2006 Series B (Taxable) | | | | | |
| First American Treasury Obligations Fund Class D | \$ 1,071,000 | \$ 1,071,000 | 1.39% | n/a | 1.54% |
| First American Treasury Obligations Fund Class D | 585,372 | 585,372 | 1.39% | n/a | 0.84% |
| 1996 Special Tax Refunding Bonds - Successor Agency | | | | | |
| First American Treasury Obligations Fund Class D | 5,002,869 | 5,002,869 | 7.01% | 9/1/2022 | 7.20% |
| First American Treasury Obligations Fund Class D | - | - | 1.39% | n/a | 0.00% |
| Total Bond Reserves | \$ 6,659,241 | \$ 6,659,241 | | | |
| Total Investment Portfolio | \$ 69,528,719 | \$ 69,519,248 | | | 100.00% |

| | |
|--|--------------|
| Blended Yield of Cash and Investments * | 1.92% |
|--|--------------|

| | |
|--------------------|-------|
| Benchmarks: | |
| LAIF | 2.04% |
| LACIP * | 1.83% |
| 6mo U.S. Treasury | 1.60% |
| 2yr U.S. Treasury | 1.58% |
| 5yr U.S. Treasury | 1.69% |

* To ensure timely submission of the Investment Report, the prior month's LACIP percentage yield is used.

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:


Robbeyn Bird - Finance Director

REVIEWED BY:

Colleen B. Rozatti - City Treasurer

APPROVED BY:


David Carmany - City Manager



City of West Covina Short Term - Account #10479

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2019 THROUGH DECEMBER 31, 2019

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

US Bank
Christopher Isles
(503) 464-3685

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

| | |
|---------------------------|----------|
| Average Modified Duration | 0.49 |
| Average Coupon | 1.48% |
| Average Purchase YTM | 1.23% |
| Average Market YTM | 1.59% |
| Average S&P/Moody Rating | AA+/Aaa |
| Average Final Maturity | 0.58 yrs |
| Average Life | 0.50 yrs |

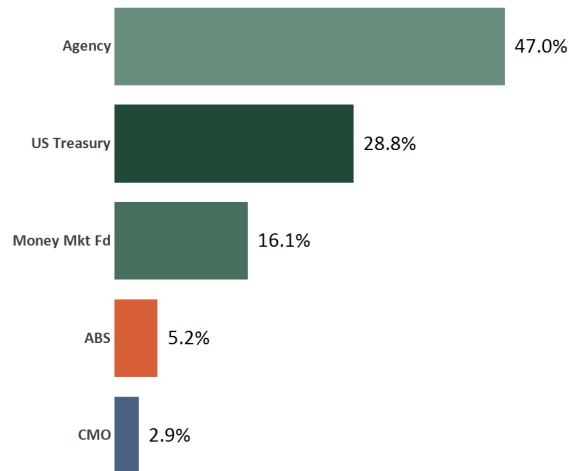
ACCOUNT SUMMARY

| | Beg. Values as of 11/30/19 | End Values as of 12/31/19 |
|--------------------|-------------------------------|------------------------------|
| Market Value | 5,192,547 | 5,206,431 |
| Accrued Interest | 20,279 | 14,555 |
| Total Market Value | 5,212,826 | 5,220,986 |
| Income Earned | 5,847 | 5,222 |
| Cont/WD | | -434 |
| Par | 5,197,130 | 5,209,059 |
| Book Value | 5,205,392 | 5,215,903 |
| Cost Value | 5,262,090 | 5,257,247 |

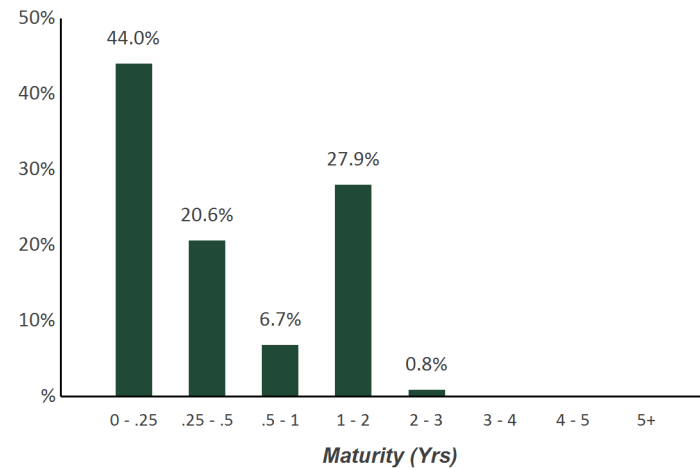
TOP ISSUERS

| | |
|---------------------------------|---------------|
| Federal National Mortgage Assoc | 33.6% |
| Government of United States | 28.8% |
| First American Govt Oblig Fund | 16.1% |
| Federal Home Loan Mortgage Corp | 9.7% |
| Federal Home Loan Bank | 6.7% |
| Honda ABS | 4.1% |
| John Deere ABS | 1.1% |
| Total | 100.0% |

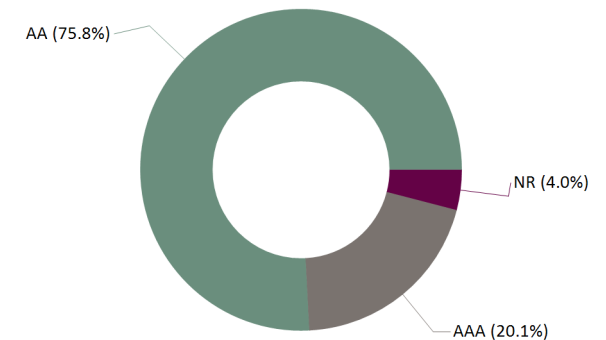
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

| TOTAL RATE OF RETURN | 1M | 3M | YTD | 1YR | Annualized | | | | |
|--|-------|-------|-------|-------|------------|-------|------|-------|-----------|
| | | | | | 2YRS | 3YRS | 5YRS | 10YRS | 7/31/2016 |
| City of West Covina Short Term | 0.16% | 0.56% | 3.38% | 3.38% | 2.55% | 2.00% | N/A | N/A | 1.64% |
| ICE BAML 1-3 Yr US Treasury/Agency Index | 0.21% | 0.51% | 3.55% | 3.55% | 2.57% | 1.85% | N/A | N/A | 1.49% |

Statement of Compliance

As of December 31, 2019



City of West Covina

Assets managed by Chandler Asset Management are in full compliance with state law and the District's investment policy.

| Category | Standard | Comment |
|---|--|------------------|
| Treasury Issues | No limitations | Complies |
| Federal Agencies | No limitations | Complies |
| Municipal Securities | "A" or higher by a NRSRO; 30% maximum; 5% max per issuer | Complies |
| Supranationals | "AA" rated or higher by a NRSRO; 30% max; 10% max per issuer; Unsubordinated obligations issued by: IBRD, IFC, IADB | Complies |
| Medium Term Notes | "A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. | Complies |
| Collateralized Certificates of Deposit | 25% maximum | Complies |
| Negotiable Certificates of Deposit | "A" rated or better by a NRSRO; 30% maximum | Complies |
| Banker's Acceptances | 40% maximum; 30% max per one commercial bank; 180 days max maturity | Complies |
| Commercial Paper | A-1/P-1 rating or higher by both S&P and Moody's; 25% maximum; 5% per issuer; 270 days max maturity; Eligible paper is limited to corporations organized and operating within the U.S. with total assets of at least \$500 million | Complies |
| Asset-Backed Securities/ Mortgage-Backed Securities | "AA" or better by a NRSRO; "A" rated issuer rating or higher by a NRSRO; 20% maximum | Complies |
| Money Market Mutual Funds | "AAA" rated or highest rating by a NRSRO; 20% maximum; 10% per fund | Does not comply* |
| Prohibited Securities | Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements | Complies |
| Repurchase Agreements | 20% maximum; 100 days max maturity; collateralized 102% of market value; Not used by investment adviser | Complies |
| Local Agency Investment Fund (LAIF) | Maximum program; Not used by investment adviser | Complies |
| Los Angeles County Investment Pool | Maximum program; Not used by investment adviser | Complies |
| Max per Security Type | No more than 40% of the City's total portfolio shall be invested in a single security type or with a single financial institution | Complies |
| Max per Issuer | No more than 5% in any single issuer except US Gov, Agencies, Supranationals, Money Market Funds, LAIF, or LGIP | Complies |
| Maximum Maturity | 5 years | Complies |

*MMF concentration is at 16.1%; pending client withdrawal

Reconciliation Summary

As of December 31, 2019



| BOOK VALUE RECONCILIATION | | |
|---|--------------|-----------------------|
| BEGINNING BOOK VALUE | | \$5,205,391.50 |
| <u>Acquisition</u> | | |
| + Security Purchases | \$0.00 | |
| + Money Market Fund Purchases | \$789,097.78 | |
| + Money Market Contributions | \$0.00 | |
| + Security Contributions | \$0.00 | |
| + Security Transfers | \$0.00 | |
| Total Acquisitions | | \$789,097.78 |
| <u>Dispositions</u> | | |
| - Security Sales | \$0.00 | |
| - Money Market Fund Sales | \$0.00 | |
| - MMF Withdrawals | \$433.99 | |
| - Security Withdrawals | \$0.00 | |
| - Security Transfers | \$0.00 | |
| - Other Dispositions | \$0.00 | |
| - Maturities | \$750,000.00 | |
| - Calls | \$0.00 | |
| - Principal Paydowns | \$26,734.67 | |
| Total Dispositions | | \$777,168.66 |
| <u>Amortization/Accretion</u> | | |
| +/- Net Accretion | (\$1,417.33) | |
| | | (\$1,417.33) |
| <u>Gain/Loss on Dispositions</u> | | |
| +/- Realized Gain/Loss | \$0.00 | |
| | | \$0.00 |
| ENDING BOOK VALUE | | \$5,215,903.29 |

| CASH TRANSACTION SUMMARY | | |
|--------------------------------|---------------------|---------------------|
| BEGINNING BALANCE | | \$49,389.32 |
| <u>Acquisition</u> | | |
| Contributions | \$0.00 | |
| Security Sale Proceeds | \$0.00 | |
| Accrued Interest Received | \$0.00 | |
| Interest Received | \$12,337.31 | |
| Dividend Received | \$25.80 | |
| Principal on Maturities | \$750,000.00 | |
| Interest on Maturities | \$0.00 | |
| Calls/Redemption (Principal) | \$0.00 | |
| Interest from Calls/Redemption | \$0.00 | |
| Principal Paydown | \$26,734.67 | |
| Total Acquisitions | \$789,097.78 | |
| <u>Dispositions</u> | | |
| Withdrawals | \$433.99 | |
| Security Purchase | \$0.00 | |
| Accrued Interest Paid | \$0.00 | |
| Total Dispositions | \$433.99 | |
| ENDING BOOK VALUE | | \$838,053.11 |

Holdings Report

As of December 31, 2019



| CUSIP | Security Description | Par Value/Units | Purchase Date Book Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody/S&P Fitch | Maturity Duration |
|---------------------|--|---------------------|-----------------------------|--|----------------------|--|------------------------------------|--------------------------------|----------------------------|
| ABS | | | | | | | | | |
| 43811BAC8 | Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021 | 44,844.99 | 04/27/2018 2.62% | 44,147.79 44,501.60 | 99.91 1.92% | 44,803.32 33.48 | 0.86% 301.72 | Aaa / AAA NR | 1.63 0.40 |
| 43814WAB1 | Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021 | 168,106.64 | 02/19/2019 2.77% | 168,095.81 168,099.37 | 100.39 1.91% | 168,759.55 166.94 | 3.24% 660.18 | NR / AAA AAA | 1.72 0.45 |
| 47788BAD6 | John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021 | 16,801.88 | 07/11/2017 1.83% | 16,800.66 16,801.37 | 99.91 2.11% | 16,786.90 13.59 | 0.32% (14.47) | Aaa / NR AAA | 1.79 0.31 |
| 47788CAC6 | John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022 | 41,537.05 | 02/21/2018 2.68% | 41,534.07 41,535.40 | 100.38 1.95% | 41,693.55 49.11 | 0.80% 158.15 | Aaa / NR AAA | 2.30 0.52 |
| Total ABS | | 271,290.56 | 2.67% | 270,578.33 270,937.74 | 1.93% | 272,043.32 263.12 | 5.22% 1,105.58 | Aaa / AAA AAA | 1.80 0.44 |
| AGENCY | | | | | | | | | |
| 3137EAE5 | FHLMC Note 1.5% Due 1/17/2020 | 350,000.00 | 01/12/2017 1.54% | 349,622.00 349,994.48 | 99.99 1.71% | 349,965.70 2,391.67 | 6.75% (28.78) | Aaa / AA+ AAA | 0.05 0.04 |
| 3135G0A78 | FNMA Note 1.625% Due 1/21/2020 | 350,000.00 | 10/14/2016 1.16% | 355,204.50 350,087.40 | 100.00 1.57% | 350,009.45 2,527.78 | 6.75% (77.95) | Aaa / AA+ AAA | 0.06 0.06 |
| 3135G0D75 | FNMA Note 1.5% Due 6/22/2020 | 700,000.00 | 07/29/2016 1.03% | 712,474.00 701,515.46 | 99.93 1.65% | 699,507.90 262.50 | 13.40% (2,007.56) | Aaa / AA+ AAA | 0.48 0.47 |
| 3135G0F73 | FNMA Note 1.5% Due 11/30/2020 | 350,000.00 | 07/29/2016 1.10% | 355,939.50 351,251.60 | 99.97 1.54% | 349,878.20 452.08 | 6.71% (1,373.40) | Aaa / AA+ AAA | 0.92 0.91 |
| 3130A7CV5 | FHLB Note 1.375% Due 2/18/2021 | 350,000.00 | 07/29/2016 1.13% | 353,846.50 350,956.43 | 99.75 1.60% | 349,137.60 1,777.95 | 6.72% (1,818.83) | Aaa / AA+ AAA | 1.14 1.11 |
| 3135G0K69 | FNMA Note 1.25% Due 5/6/2021 | 350,000.00 | 07/22/2016 1.27% | 349,744.50 349,928.11 | 99.53 1.60% | 348,349.75 668.40 | 6.68% (1,578.36) | Aaa / AA+ AAA | 1.35 1.33 |
| Total Agency | | 2,450,000.00 | 1.18% | 2,476,831.00 2,453,733.48 | 1.62% | 2,446,848.60 8,080.38 | 47.02% (6,884.88) | Aaa / AA+ AAA | 0.64 0.63 |

Holdings Report

As of December 31, 2019



| CUSIP | Security Description | Par Value/Units | Purchase Date Book Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody/S&P Fitch | Maturity Duration |
|--|--|---------------------|-----------------------------|--|----------------------|---|-------------------------------------|--------------------------------|----------------------------|
| CMO | | | | | | | | | |
| 31378FDQ1 | FHLMC K717 A2 2.991% Due 9/25/2021 | 149,715.21 | 01/04/2018 2.37% | 152,545.77 151,037.53 | 101.22 2.31% | 151,547.56 373.17 | 2.91% 510.03 | NR / NR AAA | 1.74 1.49 |
| Total CMO | | 149,715.21 | 2.37% | 152,545.77 151,037.53 | 2.31% | 151,547.56 373.17 | 2.91% 510.03 | NR / NR AAA | 1.74 1.49 |
| MONEY MARKET FUND FI | | | | | | | | | |
| 31846V203 | First American Govt Obligation Fund Class Y | 838,053.11 | Various 1.20% | 838,053.11 838,053.11 | 1.00 1.20% | 838,053.11 0.00 | 16.05% 0.00 | Aaa / AAA AAA | 0.00 0.00 |
| Total Money Market Fund FI | | 838,053.11 | 1.20% | 838,053.11 838,053.11 | 1.20% | 838,053.11 0.00 | 16.05% 0.00 | Aaa / AAA AAA | 0.00 0.00 |
| US TREASURY | | | | | | | | | |
| 912828UL2 | US Treasury Note 1.375% Due 1/31/2020 | 375,000.00 | 08/05/2016 0.91% | 380,992.47 375,141.44 | 99.98 1.63% | 374,916.00 2,157.78 | 7.22% (225.44) | Aaa / AA+ AAA | 0.08 0.08 |
| 912828UV0 | US Treasury Note 1.125% Due 3/31/2020 | 375,000.00 | 08/05/2016 0.92% | 377,799.11 375,189.27 | 99.87 1.66% | 374,502.00 1,071.98 | 7.19% (687.27) | Aaa / AA+ AAA | 0.25 0.25 |
| 912828VF4 | US Treasury Note 1.375% Due 5/31/2020 | 375,000.00 | 08/05/2016 0.99% | 380,391.88 375,584.90 | 99.88 1.66% | 374,560.50 450.82 | 7.18% (1,024.40) | Aaa / AA+ AAA | 0.42 0.41 |
| 912828N89 | US Treasury Note 1.375% Due 1/31/2021 | 375,000.00 | 08/11/2016 1.07% | 380,054.97 376,225.82 | 99.72 1.63% | 373,960.13 2,157.78 | 7.20% (2,265.69) | Aaa / AA+ AAA | 1.09 1.07 |
| Total US Treasury | | 1,500,000.00 | 0.97% | 1,519,238.43 1,502,141.43 | 1.64% | 1,497,938.63 5,838.36 | 28.80% (4,202.80) | Aaa / AA+ AAA | 0.46 0.45 |
| TOTAL PORTFOLIO | | 5,209,058.88 | 1.23% | 5,257,246.64 5,215,903.29 | 1.59% | 5,206,431.22 14,555.03 | 100.00% (9,472.07) | Aaa / AA+ AAA | 0.58 0.49 |
| TOTAL MARKET VALUE PLUS ACCRUED | | | | | | 5,220,986.25 | | | |



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------|-----------------|-----------|-------------------|---|---------|----------------|-------------------|-------------------|-------------------|-------------|
| ACQUISITIONS | | | | | | | | | | |
| Purchase | 12/02/2019 | 31846V203 | 25.80 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 25.80 | 0.00 | 25.80 | 0.00 |
| Purchase | 12/16/2019 | 31846V203 | 5,083.90 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 5,083.90 | 0.00 | 5,083.90 | 0.00 |
| Purchase | 12/16/2019 | 31846V203 | 1,494.36 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 1,494.36 | 0.00 | 1,494.36 | 0.00 |
| Purchase | 12/16/2019 | 31846V203 | 3,423.30 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 3,423.30 | 0.00 | 3,423.30 | 0.00 |
| Purchase | 12/16/2019 | 31846V203 | 1,180.08 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 1,180.08 | 0.00 | 1,180.08 | 0.00 |
| Purchase | 12/18/2019 | 31846V203 | 15,957.12 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 15,957.12 | 0.00 | 15,957.12 | 0.00 |
| Purchase | 12/22/2019 | 31846V203 | 5,250.00 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 5,250.00 | 0.00 | 5,250.00 | 0.00 |
| Purchase | 12/26/2019 | 31846V203 | 589.47 | First American Govt Obligation Fund Class Y | 1.000 | 1.26% | 589.47 | 0.00 | 589.47 | 0.00 |
| Purchase | 12/31/2019 | 31846V203 | 750,000.00 | First American Govt Obligation Fund Class Y | 1.000 | 1.20% | 750,000.00 | 0.00 | 750,000.00 | 0.00 |
| Purchase | 12/31/2019 | 31846V203 | 6,093.75 | First American Govt Obligation Fund Class Y | 1.000 | 1.20% | 6,093.75 | 0.00 | 6,093.75 | 0.00 |
| Subtotal | | | 789,097.78 | | | | 789,097.78 | 0.00 | 789,097.78 | 0.00 |
| TOTAL ACQUISITIONS | | | 789,097.78 | | | | 789,097.78 | 0.00 | 789,097.78 | 0.00 |
| DISPOSITIONS | | | | | | | | | | |
| Paydown | 12/16/2019 | 43811BAC8 | 5,014.10 | Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021 | 100.000 | | 5,014.10 | 69.80 | 5,083.90 | 0.00 |
| Paydown | 12/16/2019 | 47788BAD6 | 1,466.65 | John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021 | 100.000 | | 1,466.65 | 27.71 | 1,494.36 | 0.00 |
| Paydown | 12/16/2019 | 47788CAC6 | 3,323.86 | John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022 | 100.000 | | 3,323.86 | 99.44 | 3,423.30 | 0.00 |



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------------|-----------------|-----------|---------------------|---|---------|----------------|-------------------|-------------------|-------------------|-------------|
| DISPOSITIONS | | | | | | | | | | |
| Paydown | 12/16/2019 | 89238BAB8 | 1,178.02 | Toyota Auto Receivables Trust 2018-A A2A 2.1% Due 10/15/2020 | 100.000 | | 1,178.02 | 2.06 | 1,180.08 | 0.00 |
| Paydown | 12/18/2019 | 43814WAB1 | 15,536.27 | Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021 | 100.000 | | 15,536.27 | 420.85 | 15,957.12 | 0.00 |
| Paydown | 12/26/2019 | 31378FDQ1 | 215.77 | FHLMC K717 A2 2.991% Due 9/25/2021 | 100.000 | | 215.77 | 373.70 | 589.47 | 0.00 |
| Subtotal | | | 26,734.67 | | | | 26,734.67 | 993.56 | 27,728.23 | 0.00 |
| Maturity | 12/31/2019 | 912828G95 | 750,000.00 | US Treasury Note 1.625% Due 12/31/2019 | 100.000 | | 750,000.00 | 0.00 | 750,000.00 | 0.00 |
| Subtotal | | | 750,000.00 | | | | 750,000.00 | 0.00 | 750,000.00 | 0.00 |
| Security Withdrawal | 12/04/2019 | 31846V203 | 390.76 | First American Govt Obligation Fund Class Y | 1.000 | | 390.76 | 0.00 | 390.76 | 0.00 |
| Security Withdrawal | 12/23/2019 | 31846V203 | 43.23 | First American Govt Obligation Fund Class Y | 1.000 | | 43.23 | 0.00 | 43.23 | 0.00 |
| Subtotal | | | 433.99 | | | | 433.99 | 0.00 | 433.99 | 0.00 |
| TOTAL DISPOSITIONS | | | 777,168.66 | | | | 777,168.66 | 993.56 | 778,162.22 | 0.00 |
| OTHER TRANSACTIONS | | | | | | | | | | |
| Interest | 12/22/2019 | 3135G0D75 | 700,000.00 | FNMA Note 1.5% Due 6/22/2020 | 0.000 | | 5,250.00 | 0.00 | 5,250.00 | 0.00 |
| Interest | 12/31/2019 | 912828G95 | 750,000.00 | US Treasury Note 1.625% Due 12/31/2019 | 0.000 | | 6,093.75 | 0.00 | 6,093.75 | 0.00 |
| Subtotal | | | 1,450,000.00 | | | | 11,343.75 | 0.00 | 11,343.75 | 0.00 |
| Dividend | 12/02/2019 | 31846V203 | 49,389.32 | First American Govt Obligation Fund Class Y | 0.000 | | 25.80 | 0.00 | 25.80 | 0.00 |
| Subtotal | | | 49,389.32 | | | | 25.80 | 0.00 | 25.80 | 0.00 |
| TOTAL OTHER TRANSACTIONS | | | 1,499,389.32 | | | | 11,369.55 | 0.00 | 11,369.55 | 0.00 |



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF MAYORAL ANNUAL APPOINTMENT OF CITY COUNCIL
MEMBER REPRESENTATIVES TO EXTERNAL ADVISORY BOARDS**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution 2020-13 confirming the Mayor's appointments to the various organizations and advisory boards.

BACKGROUND:

The City of West Covina is a member of various organizations dedicated to serving the interests of local government in the region, in the State of California, and in the nation. West Covina is also a member of a number of joint powers agencies and other entities, which require an appointment of a member to their governing bodies. Annually the Mayor appoints members to the advisory bodies and boards as necessary.

DISCUSSION:

The advisory boards are as follows:

Finance and Audit Committee
City/School Cooperative Committee
Community Services Group
Foothill Transit Board
Hurst Ranch
Los Angeles County/City Selection Committee
San Gabriel Valley Council of Governments
Sanitation District Board
Southern California Association of Governments
San Gabriel Valley Mosquito and Vector Control District

Participation in these activities is significantly important to the City, in that the policies and decisions of these bodies may directly affect the interest of the City. Stipends, meeting times, and meeting locations are subject to change by the individual agencies. A brief description of the advisory boards is contained in Attachment 3.

According to Section 5-b of the City Council Standing Rules, appointments of City Council Members to these organizations are based upon selection by the Mayor, whose selections are subject to confirmation by the City Council as a whole.

“It shall be the prerogative of the Mayor, taking into consideration relative length of Council service, individual Councilmember preference and equivalency, to assign individual Council Members to various committees.”

Mayor Wu has announced his appointments to the various external advisory boards, for confirmation by the City Council. Exhibit A of Resolution 2020-13 contains the list of appointees and alternates. Per California State Law, Fair Political Practice Commission (FPPC) Form 806 is on file with the City Clerk's Office designating Councilmembers that will receive a stipend from these appointments.

OPTIONS:

The City Council has the following options:

1. Confirm the Mayor's appointments to the various organizations described in the staff report; or
2. Provide alternative direction.

Prepared by: Mark Persico, Assistant City Manager

Attachments

Attachment 1 - Resolution 2020-13

Exhibit A - Mayoral Appointments

Attachment 2 - Committee Descriptions

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

RESOLUTION NO. 2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ASSIGNING COUNCILMEMBERS TO EXTERNAL ADVISORY BOARDS.

WHEREAS, the City of West Covina participates with various local and regional advisory boards that benefit the City's interests; and

WHEREAS, annually the Mayor appoints members and alternates to the advisory boards as necessary.

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

SECTION 1. The City Council does hereby approve the appointments laid forth to the advisory boards identified in **Exhibit A**.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall transmit a certified copy to the advisory boards as necessary.

PASSED, APPROVED, AND ADOPTED on this 18th day of February, 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2020-13 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of January 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

**CITY OF WEST COVINA
COUNCIL LIAISON APPOINTMENTS TO
EXTERNAL ADVISORY BOARDS, COMMISSIONS AND COMMITTEES 2020**

| ORGANIZATION | CONTACT INFORMATION/MEETING LOCATION | MEETING DATE AND TIME | REPRESENTATIVE | ALTERNATE |
|---|---|--|----------------|-------------|
| Audit Committee <ul style="list-style-type: none"> No stipend issued. Both Positions are Representatives Form 700 filing required | West Covina City Hall/MRC | At least annually, with additional meetings as needed | Castellanos | Shewmaker |
| City/School Cooperative Committee <ul style="list-style-type: none"> No stipend issued. Both Positions are Representatives No 700 filing required | West Covina City Hall/MRC | Day TBD in May and October, 4:30 p.m. | Shewmaker | Lopez-Viado |
| Community Service Group <ul style="list-style-type: none"> No stipend issued. Both Positions are Representatives No 700 filing required | | Every other month, on the third Wednesday of the month | Lopez-Viado | Johnson |
| Foothill Transit Board <ul style="list-style-type: none"> \$161 stipend per meeting Form 700 filing required | 100 S. Vincent Ave., Suite 200 West Covina, CA 91790 Main No.: (626) 967-3147 Contact Person: Christina Lopez (626) 931-7204 clopez@foothilltransit.org | As needed and for annual meeting in May | Castellanos | Mayor Wu |
| Hurst Ranch <ul style="list-style-type: none"> No stipend issued. Both Positions are Representatives No 700 filing required | 1227 S. Orange Ave. West Covina, CA 91790 Main No.: (626) 962-8056 | Last Monday of the month, 10:00 a.m. | Johnson | Castellanos |

| | | | | |
|--|--|--|---|-------------|
| Los Angeles County/City Selection Committee <ul style="list-style-type: none"> No stipend issued | Meetings held at different locations. | As needed | Mayor Wu (Mayor automatic appointment) | None |
| San Gabriel Valley Council of Governments (SGV COG) <ul style="list-style-type: none"> \$75 stipend per month regardless of the number of meetings Form 700 filing required AB 1234 filing required | 1000 S. Fremont Ave., Unit 42 Alhambra, CA 91803 Main No. (626) 457-1800 Contact Person: Stefanie Hernandez sgv@sgvcog.org Meeting Location: Upper SGV Muni. Water 602 E. Huntington Drive Monrovia, CA 91016 | 3 rd Thursday, 6:00 p.m. | Mayor Wu | Castellanos |
| Sanitation District Board <ul style="list-style-type: none"> \$125 stipend per meeting. NOTE: West Covina falls within three districts, therefore, the City's liaison attends 3 district meetings for \$375 Form 700 filing required AB 1234 filing required | Sanitation Districts of Los Angeles County 1955 Workman Mill Road Whittier, CA 90601 Main No.: (562) 908-4288 Fax: (562) 908-4278 Contact Person: Michael Hsu, Ext. 1112 | 4 th Wednesday of the month, 1:30 p.m. | Mayor Wu (Mayor automatic appointment) | None |
| Southern California Association of Governments (SCAG) <ul style="list-style-type: none"> Form 700 filing required AB 1234 filing required | 818 W. Seventh St., 12th Floor Los Angeles, CA 90017 Main No.: (213) 236-1800 Contact Person: Tess Rey rey@scag.ca.gov | Annual Regional Conference in May | Shewmaker | Lopez-Viado |
| San Gabriel Valley Mosquito and Vector Control District <ul style="list-style-type: none"> \$100 stipend per month regardless of the number of meetings | 1145 N. Azusa Canyon Rd. West Covina, CA 91790 Main No.: (626) 814-9466 Contact Person: Martha Tanaka MTanaka@sgvmosquito.org | 2nd Friday of the month, 7:00 a.m. | Lloyd Johnson (4-year term, expiring December 31 st , 2024) | None |

City Council Liaison Committee Descriptions

1. Audit Committee

Established in 2015, the Audit Committee's purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This will include reviewing financial information; ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets; and overseeing the audit function.

Stipend: None

2. City/School Cooperative Committee

Meets with the various school districts serving West Covina to address mutual needs and concerns facing the City or school districts.

Stipend: None

3. Community Service Group

The Community Service Group meets quarterly with various service groups and non-profit organizations in the City of West Covina, in an effort to bring together many of the civic and volunteer organizations in the community to promote, partner, educate, sharing resources and combine efforts to benefit the West Covina community. Group also works together on the City's Annual Community Service Day.

Stipend: None

4. Foothill Transit Board

Foothill Transit was established in 1988 as a public / private partnership that annually serves over 17 million passengers in the San Gabriel and Pomona Valleys, operates 36 fixed-route local, express and rail-feeder lines, and covers 327 square miles. Foothill Transit's Governing Board is divided into Four Clusters, with the City of West Covina represented in Cluster 2 with the cities of Azusa, Baldwin Park, Covina, Glendora, and Irwindale. Those selected by the City, serve on the Governing Board and meet annually or as needed.

In addition, Foothill Transit has an Executive Board that is governed by five members, with four members elected by each cluster, and a fifth member appointed by the Los Angeles County Board of Supervisors. Committee provides oversight of Foothill Transits operations and provides recommendations on improving bus service to the valleys. Governing Board has an annual meeting in May and meets as needed. Executive Board Members are selected by the Governing Board, and meet the last Friday of each month.

Stipend: Governing Board receives \$161 per meeting.

5. Hurst Ranch

According to Article IV of the Hurst Ranch Historical Foundation Articles of Incorporation, the City Council is to designate two Councilmembers to sit on the Hurst Ranch Historical Foundation Board of Directors, and be responsible for overseeing the investments of the Foundation.

Stipend: None

6. Los Angeles County/City Selection Committee

Mayor serves on this Committee that appoints City representatives to such boards, commissions and agencies as may be required by law; i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment members to the California Coastal Commission.

Stipend: None

7. San Gabriel Valley Council of Governments

Coalition of cities from the San Gabriel Valley seeking the Valley's 'fair share' of scarce Federal, State and Local resources by fostering consensus among cities in the San Gabriel Valley regarding policies and programs that address issues relating to land use, air quality, transportation, solid waste, and other matters deemed essential to our cities.

Stipend: \$75 per month regardless of the number of meetings.

8. San Gabriel Valley Mosquito Abatement District

Assists cities in managing or eliminating mosquito breeding areas, and responding to complaints about mosquitoes or mosquito-like insects (i.e. bees) in the District. There is no alternate for this committee. Liaison is selected to serve a two-year term.

Stipend: \$100 per month regardless of the number of meetings.

9. Sanitation District Board

The County Sanitation Districts of Los Angeles County (Districts) are a confederation of independent special districts serving the wastewater and solid waste management needs of Los Angeles County.

Stipend: \$125 per meeting. West Covina falls within three districts, therefore, our liaison attends 3 district meetings for \$375 (per meeting).

10. Southern California Association of Governments (SCAG)

Serves as the functioning Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. The SCAG is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. City of West Covina is allowed to select a representative and alternate to attend the Annual General Assembly Meeting. To serve on the various policy committees, a Councilmember needs to be selected and confirmed by the San Gabriel Valley Council of Governments. Stipends are paid if a Councilmember is selected to serve on a policy committee.

Stipend: None



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF MEETING MINUTES AND ADOPTION OF THE TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE JANUARY 14, 2020 TRAFFIC COMMITTEE MEETING

RECOMMENDATION:

It is recommended that the City Council approve the Traffic Committee recommendations from the January 14, 2020 Traffic Committee Meeting for the following items:

1. Line of Sight Review for the City Hall Parking Lot and City Parking Structure Exits onto Garvey Avenue

Request: A request was submitted to evaluate the line of sight for the City Parking Structure exit and the City Hall Parking Lot exit due to parked vehicles obstructing the line of sight.

Review Standard:

- Curb marking recommendations are based on a combination of engineering judgment, the California Manual on Uniform Traffic Devices (CAMUTCD), and the California Vehicle Code (CVC). Based on engineering judgment, red curb is recommended.
- The City Traffic Engineer conducted a line of sight analysis at the requested intersection, relying on engineering judgment and standards. The American Association of State Highway and Transportation Officials (AASHTO) is a standards setting body which publishes specifications, test protocols and guidelines which are used in highway design and construction throughout the United States. AASHTO sets transportation standards and policy for the United States as a whole. AASHTO is not an agency of the federal government; rather it is an organization of the states themselves. Policies of AASHTO are not federal laws or policies, but rather are ways to coordinate state laws and policies in the field of transportation. Per AASHTO Table 3-1 (A Policy on Geometric Design of Highways and Streets) for a roadway with a posted speed of 35 MPH, the clear sight distance needed is 250 feet. Based on stopping sight distance triangle analysis completed at the City Hall Parking Lot exit and City Parking Structure exit, red curb is recommended to increase visibility for drivers exiting the facilities.

Recommendation: The Traffic Committee unanimously recommends to (1) Install 90-feet of red curb along the south side of S. Garvey Avenue along the dedicated right turn lane just west of the City Hall Parking Lot entrance/exit; (2) Install 70-feet of red curb along the south side of S. Garvey Avenue just east of the City Hall Parking Lot entrance/exit; (3) Install 145-feet of red curb along the south side of S. Garvey Avenue along the

dedicated right turn lane just west of the City Parking Structure entrance/exit; and (4) Remove 3 angled parking spaces along the south side of S. Garvey Avenue, just east of the City Parking Structure entrance/exit and repaint and extend the no parking hatched area and red curb approximately 35-feet east towards the existing 4th parking space.

2. Traffic Safety Review of Sunset Avenue and Durness Street

Request: A resident requested a traffic safety evaluation of the intersection of Sunset Avenue and Durness Street due to visibility concerns of crossing pedestrians.

Review Standard:

- The placement of crossing guards is dictated by engineering judgment and based on the guidelines found in the CAMUTCD and the CVC. CAMUTCD Chapter 7D describes requirements needed to be met for an adult crossing guard who would control pedestrians and vehicles. Based on these guidelines, the placement of a crossing guard at the requested location was not warranted.
- Curb marking recommendations are based on a combination of engineering judgment, the CAMUTCD, and the CVC. Based on engineering judgment red curb is recommended.

Recommendation: The Traffic Committee unanimously recommends to (1) Install advanced stop line 4' (feet) in advance of the nearest crosswalk line for all legs of the intersection; (2) Repaint yellow standard crosswalks in all legs of Sunset Avenue and Durness Street intersection to yellow ladder striped crosswalks; (3) Install Turning Vehicles Yield to Peds (R10-15) signs at the intersection of Sunset Avenue and Durness Street for all directions on signal pole mast arms next to the signal heads; and (4) that the Police Department and School District further review the placement of a crossing guard at the intersection of Sunset Avenue and Durness Street to see if funds are available for an additional crossing guard at this intersection.

3. Traffic Calming Review Along Eveningside Drive from Fairgrove Avenue to Brentwood Avenue

Request: A resident requested a traffic safety review along the segment of Eveningside Drive between Fairgrove Avenue and Brentwood Drive due to speeding concerns.

Review Standard:

- Pavement markings are recommended as treatments to provide guidance and information for the road user. All pavement word, symbol, and arrow markings should comply with CAMUTCD Section 3B.20. Speed limit "25" pavement markings are recommended to remind motorists of the posted speed limit.
- Pavement markings are recommended as treatments to provide guidance and information for the road user. All yellow center line pavement markings should comply with the guidelines and warrants set forth in the CAMUTCD Section 3B.01. A broken yellow center line and repainting the existing double yellow center line is recommended help keep motorists in their travel lane.
- Non-vehicular warning signs are recommended as treatments to alert road users in advance of locations where unexpected entries into the roadway might occur. All non-vehicular warning signs should comply with the CAMUTCD Section 2C.50. Pedestrian Warning signs with Ahead plaque are recommended to inform motorists that they are approaching a point where crossing activity may occur.

Recommendation: The Traffic Committee unanimously recommends to (1) Install 30x30 Pedestrian Warning Sign (W11-2) with a 24x12 Ahead plaque (W16-9P) approaching the Community Park for both northbound and southbound approach; (2) Paint a broken yellow center line along Eveningside Drive from Fairgrove Avenue to Brentwood Drive and repaint existing double yellow center line along the curve; (3) Paint white "25" pavement markings adjacent to the existing 25 MPH Speed Limit signs for both the northbound and southbound approach; (4) Replace all existing faded street sweeping signs; and (5) Work with the Police Department to place the speed trailer on Eveningside Drive.

BACKGROUND:

The need for traffic control in urban areas stems from the daily movement of huge number of vehicles over a limited street system. Traffic inefficiencies produce losses in terms of congestion and casualty. Street traffic control, then, must achieve a more efficient operation of city streets, both in terms of safety and of dispatch. These two elements of street efficiency are inseparable. Experience has shown that measures which reduce accidents generally provide better traffic circulation. Similarly, traffic control measures designed to expedite traffic tend to reduce accidents.

DISCUSSION:

For detailed information, please refer to Attachment No. 1 – Meeting Minutes from January 14, 2020 Traffic Committee Meeting.

Prepared by: Jana Robbins, Project Manager

Fiscal Impact

FISCAL IMPACT:

As part of the approved CIP Budget for the Fiscal Year 2019-2020 under the Measure M funding source for Project No. TP-19027 and Fund No. 235, relating to Bicycle and Pedestrian Improvements, the cost to implement the recommended items will come from this budget. The recommended items will increase bicycle, pedestrian, and motorist safety.

Attachments

Attachment No. 1 - Meeting Minutes from January 14, 2020 Traffic Committee Minutes

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



CITY OF WEST COVINA

Traffic Committee Regular Meeting

MEETING MINUTES FROM JANUARY 14, 2020

Meeting Name: Traffic Committee Regular Meeting

Date: Tuesday, January 14, 2020

Time: 3:00 p.m.

Location: West Covina City Hall, Planning Conference Room

Attendees: **City Staff:** Officer Abel Hernandez (Police Department Traffic Committee Representative, Michael Ackerman (Contract City Engineer), Jana Robbins (Contract Traffic Engineering/Planning), Melissa Demirci (Contract Traffic Engineering/Planning)

Residents: None

1. **Call to Order:** Meeting was called to order at 3:00 PM

2. **Summary of Previous Traffic Committee Items approved at the December 10, 2019 Traffic Committee Meeting:**

- i. *2027 E Garvey Avenue:* Red Curb installation on both sides of the driveway approach for 2027 E Garvey Avenue to deter vehicles from blocking and encroaching the driveway access.
- ii. *Vine Avenue between Valinda Avenue and Lark Ellen Avenue:* Various roadway improvements along Vine Avenue between Valinda Avenue and Lark Ellen Avenue for increased visibility and to alert drivers of the speed limit which include red curb and signage.
- iii. *Bus Stop on the west side of S Azusa Avenue south of E Cameron Avenue:* Red Curb installation on the west side of S Azusa Avenue south of E Cameron Avenue in front of the bus stop operated by Foothill Transit.

3. **New Traffic Committee Items Presented at the January 14, 2020 Traffic Committee Meeting:**

i. **Line of Sight Review for the City Hall Parking Lot and City Parking Structure Exits onto Garvey Avenue**

Request: A request was submitted to evaluate the line of sight for the City Parking Structure exit and the City Hall Parking Lot exit due to parked vehicles obstructing the line of sight.

Review Standard:

- Curb marking recommendations are based on a combination of engineering judgment, the California Manual on Uniform Traffic Devices (CAMUTCD), and the California Vehicle Code (CVC). Based on engineering judgement red curb is recommended.
- Line of sight analysis was conducted at the request intersection. Per AASHTO Table 3-1 (A Policy on Geometric Design of Highways and Streets) for a roadway with a posted speed of 35 MPH the clear sight distance needed is 250 feet. Based on stopping sight distance triangle analysis completed at the City Hall Parking Lot Exit and City Parking Structure Exit, red curb is recommended to increase visibility for drivers exiting the facilities.

Recommendation: Committee unanimously recommends to (1) Install 90-feet of red curb along the south side of S Garvey Avenue along the dedicated right turn lane just west of the City Hall Parking Lot entrance/exit, (2) Install 70-feet of red curb along the south side of S Garvey Avenue just east of the City Hall Parking Lot entrance/exit, (3) Install 145-feet of red curb along the south side of S Garvey Avenue along the dedicated right turn lane just west of the City Parking Structure entrance/exit, and (4) Remove 3 angled parking spaces along the south side of S Garvey Avenue, just east of the City Parking Structure



CITY OF WEST COVINA

Traffic Committee Regular Meeting

MEETING MINUTES FROM JANUARY 14, 2020

entrance/exit and repaint and extend the no parking hatched area and red curb approximately 35-feet east towards the existing 4th parking space.

ii. Traffic Safety Review of Sunset Avenue and Durness Street

Request: A resident requested a traffic safety evaluation of the intersection of Sunset Avenue and Durness Street due to visibility concerns of crossing pedestrians.

Review Standard:

- The placement of crossing guards is dictated by engineering judgment and based on the guidelines found in the CAMUTCD and CVC. CAMUTCD Chapter 7D describes requirements needed to be met for an adult crossing guard who would control pedestrians and vehicles. Based on these guidelines the placement of a crossing guard at the request location was not warranted.
- Curb marking recommendations are based on a combination of engineering judgment, the California Manual on Uniform Traffic Devices (CAMUTCD), and the California Vehicle Code (CVC). Based on engineering judgement red curb is recommended.

Recommendation: Committee unanimously recommends to (1) Install advanced stop line 4' (feet) in advance of the nearest crosswalk line for all legs of the intersection, (2) Repaint yellow standard crosswalks in all legs of Sunset Avenue and Durness Street intersection to yellow ladder striped crosswalks, (3) Install Turning Vehicles Yield to Peds (R10-15) signs at the intersection of Sunset Avenue and Durness Street for all directions on signal pole mast arms next to the signal heads, and (4) that the Police Department and School District further review the placement of a crossing guard at the intersection of Sunset Avenue and Durness Street to see if funds are available for an additional crossing guard at this intersection.

iii. Traffic Calming Review Along Eveningside Drive from Fairgrove Avenue to Brentwood Avenue

Request: A resident requested a traffic safety review along the segment of Eveningside Drive between Fairgrove Avenue and Brentwood Drive due to speeding concerns.

Review Standard:

- Pavement markings are recommended as treatments to provide guidance and information for the road user. All pavement word, symbol, and arrow markings should comply with CAMUTCD Section 3B.20. Speed limit "25" pavement markings are recommended to remind motorists of the posted speed limit.
- Pavement markings are recommended as treatments to provide guidance and information for the road user. All yellow center line pavement markings should comply with the guidelines and warrants set forth in the CAMUTCD Section 3B.01. A broken yellow center line and to repaint the existing double yellow center line is recommended help keep motorists in their travel lane.
- Non-vehicular warning signs are recommended as treatments to alert road users in advance of locations where unexpected entries into the roadway might occur. All non-vehicular warning signs should comply with the CAMUTCD Section 2C.50. Pedestrian Warning signs with Ahead plaque are recommended to inform motorists that they are approaching a point where crossing activity may occur.



CITY OF WEST COVINA

Traffic Committee Regular Meeting

MEETING MINUTES FROM JANUARY 14, 2020

Recommendation: Committee unanimously recommends to (1) Install 30x30 Pedestrian Warning Sign (W11-2) with a 24x12 Ahead plaque (W16-9P) approaching the Community Park for both northbound and southbound approach, (2) Paint a broken yellow center line along Eveningside Drive from Fairgrove Avenue to Brentwood Drive and repaint existing double yellow center line along the curve, (3) Paint white "25" pavement markings adjacent to the existing 25 MPH Speed Limit signs for both the northbound and southbound approach, (4) Replace all existing faded street sweeping signs, and (5) Work with the Police Department to place the speed trailer on Eveningside Drive.

4. **Audience Comments on Items Not on Agenda:** None.
5. **Committee Member Comments on Items Not on Agenda:** None.
6. **Adjourn:** Meeting adjourned at 3:25pm.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF DECLARATION OF EASEMENT AND MAINTENANCE
AGREEMENT FOR LOT 59 (MISCELLANEOUS TRANSFER DRAIN NO. 962)**

RECOMMENDATION:

It is recommended that the City Council accept the Declaration of Easement and Maintenance Agreement for Lot 59, Maintenance Transfer Drain No. 962, authorize staff to execute the agreement, and facilitate the transfer of the Agreement to the County of Los Angeles.

BACKGROUND:

The South Hills Subdivision was approved through a series of subdivisions between the late 1970s and mid 1980s. The South Hills Subdivision created several hundred single family properties in the area along Hillside Drive between Citrus Street and Galster Park. These properties were rough graded, and the streets were installed in the mid to late 1980s but houses were not immediately constructed. The miscellaneous transfer drains (MTDs) were constructed at that time as well. The City of West Covina and the County of Los Angeles entered into an Agreement dated February 2, 1982, whereby the City made certain warranties about its future transfers and conveyances of flood control facilities to the County of Los Angeles. Over the decades several home builders constructed portions of the South Hills Subdivision including Western Pacific, Centex, Ryland Homes, Van Daele and Taylor Morrison. Taylor Morrison is the last of the builders to complete construction of units in the Subdivision.

In 2000, the City approved Tract Map 52590 allowing for the development of the Pacific Park project on the northeast corner of Aroma Drive and Galster Way. This project allowed for the development of 57 residential units and as well as accessory streets, grading and drainage facilities. The drainage facilities in the development are part of the same drainage basin as the drainage facilities in the South Hills Subdivision.

MTDs consists of permanent drainage facilities, typically privately constructed and dedicated to a city by way of Tract Map, Parcel Map, or separate instrument, which may be later transferred to the Los Angeles County Flood Control District for operation and maintenance. The City of West Covina acquired the storm drain improvements from the subdivider following construction. The drainage systems are known as Miscellaneous Transfer Drains (MTDs) No. 928, 954, and 962, depicted on Los Angeles County Flood Control District Drawing No. 486-F2.1-.9, No. 486-F3.1-.3, and No. 486-F5.1-.5, respectively, on file with the Director of Public Works for the County of Los Angeles. The MTD's listed above include areas outside the South Hills Subdivision that are part of the same drainage basin.

DISCUSSION:

The construction of the houses in the South Hills Subdivision by Taylor Morrison have been completed. The builder has been working with the County of Los Angeles to complete all the necessary easements and requirements.

The MTDs are located in the South Hills Subdivision between Hillside Drive and Countrywood Lane and south of the Bentley Court cul-de-sac (928), on south of Hillside Drive between Green Ridge Terrace and Mt. Tricia Avenue (954), and west of Westridge Road (962). This Lot 59, MTD 962 easement is the last easement to be dedicated to the City for future transfer to the County. With the acceptance of the Lot 59 easement and maintenance agreement, all easements are ready to be transferred to the County. Upon completion of the transfer, the County of Los Angeles will be solely liable for any violations of the MTDs. The County will conduct routine maintenance involving periodic excavation, land clearing and repair of these detention basin structures and appurtenances, fire hazard clearing, and vegetation removal to restore the basins to their original flood design capacities.

OPTIONS:

The City Council has the following options:

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

Prepared by: Michael Ackerman, City Engineer

Fiscal Impact**FISCAL IMPACT:**

None.

Attachments

Attachment No. 1 - Declaration of Easement and Maintenance Agreement for Lot 59, MTD No. 962

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790

(Space Above For Recorder's Use)

DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT

THIS DECLARATION OF EASEMENT AND MAINTENENCE AGREEMENT (“**Agreement**”) is entered into as of February 18, 2020, by PACIFIC PARK COMMUNITY, INC., a California nonprofit, mutual benefit corporation (“**Grantor**” or “**HOA**”) and the CITY OF WEST COVINA, a California municipal corporation (“**Grantee**” or “**City**”). Grantor and Grantee may each individually be referred to as a “**Party**” and collectively may be referred to as the “**Parties**”.

RECITALS

A. Grantor is the owner of 217 square feet of real property legally described in Exhibit “A” attached hereto and depicted in Exhibit “B” attached hereto (the “**Property**”).

B. The Property contains storm drain improvements/facilities including, but not limited to, Miscellaneous Transfer Drain (MTD 962).

C. Grantor and Grantee desire to establish an easement over the Property for routine maintenance, repairs and access. Grantor and Grantee further desire for said easement to be assignable and transferrable, including to the Los Angeles County Flood Control District.

NOW, THEREFORE, in consideration of the Recitals set forth above, and the mutual promises, covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
ESTABLISHMENT OF EASEMENT

1.1 Grant of Easements.

1.1.1 *Storm Drain Easement.* Upon recordation of this Agreement, Grantor hereby grants to Grantee an exclusive easement (the “**Storm Drain Easement**”) in, on and over the Property for purposes of routine maintenance, and repairs, including But Not Limited to periodic excavation, land clearing and repair of Storm Drain line and Appurtenant Structures, fire hazard clearing, and vegetation removal to Storm Drain structures to original flood design

capacities. Grantor explicitly acknowledges and agrees that the Storm Drain Easement is assignable and transferable, including to Los Angeles County Flood Control District.

1.1.2 *Access Easement.* Upon recordation of this Agreement, Grantor hereby grants and establishes an exclusive easement for access (the “**Access Easement**”) in, on and over the Property for vehicular and pedestrian ingress and egress in order to implement the Storm Drain Easement. Grantor explicitly acknowledges and agrees that the Access Easement is assignable and transferable, including to Los Angeles County Flood Control District.

ARTICLE 2 INDEMNIFICATION AND DEFAULTS

2.1 Indemnification by Grantee. Grantee hereby covenants and agrees, for each of its heirs, successors and assigns, to indemnify, defend and save harmless Grantor and its agents, directors, officers, employees, shareholders, agents, affiliates, heirs, legal representatives, successors and assigns, from and against claims for damages of any nature whatsoever including, without limitation, bodily injury, death, personal injury, or property damage (collectively, “**Claims**”) arising from or connected with the Grantee’s (including its successors, assigns or successors-in-interest) use of the Storm Drain Easement Area and/or Access Easement Area. The duty to defend and indemnify shall not extend to Claims arising from or relating to the negligent or willful misconduct of Grantor, it’s agents, directors, officers, employees, shareholders, affiliates, heirs, legal representatives, successors and assigns.

2.2 Indemnification by Grantor. Grantor hereby covenants and agrees, for each of its heirs, successors and assigns, to indemnify, defend and save harmless Grantee and its agents, directors, officers, employees, shareholders, agents, affiliates, heirs, legal representatives, successors and assigns, from and against claims for damages of any nature whatsoever including, without limitation, bodily injury, death, personal injury, or property damage (collectively, “**Claims**”) arising from or connected with the Grantor’s (including its successors, assigns or successors-in-interest) use of the Storm Drain Easement Area and/or Access Easement Area. The duty to defend and indemnify shall not extend to Claims arising from or relating to the negligent or willful misconduct of Grantor, it’s agents, directors, officers, employees, shareholders, affiliates, heirs, legal representatives, successors and assigns.

2.3 Enforcement. Except as otherwise provided herein, in the event a Party fails to remedy a default in the performance of any obligation required under this Agreement within thirty (30) days following receipt of written notice from the other Party, specifying the nature of such breach, the non-defaulting Party may, at its sole option and discretion, enforce any rights or remedies to which it may be entitled by law or equity, whether or not set forth herein, provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

ARTICLE 3
GENERAL PROVISIONS

3.1 Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be delivered personally, transmitted by facsimile or email, sent by overnight courier or by registered or certified mail, return receipt requested, to the parties at the following addresses:

If Grantor: Pacific Park Community, Inc.
14780 Pipeline Avenue
Chino Hills, CA 91709

If Grantee: City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790

The address to which any such communication shall be sent may be changed from time to time by notice sent in the same manner as set forth above. All notices shall be deemed delivered on the date personally delivered or upon receipt if transmitted by facsimile or email or sent by overnight courier, or forty-eight (48) hours after the date deposited into the United States mail.

3.2 Successors and Assigns; Covenants Running with the Land. Subject to Section 3.12, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns, and shall run with the land in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code.

3.3 Entire Agreement; Exhibits. This Agreement and all other documents referred to herein: (i) constitute and are intended as a final expression and a complete and exclusive statement of the understanding and the agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersede all prior or simultaneous understandings, correspondence, letters of intent, negotiations, or agreements, whether oral or in writing, between the Parties respecting the subject matter of this Agreement; and (iii) may not be modified, amended or otherwise changed in any manner except by a writing specifically setting forth such modification, amendment or change and executed by each of the Parties hereto. All exhibits attached hereto are incorporated herein by this reference.

3.4 Amendment. This Agreement may be modified only by written instrument executed, acknowledged and delivered by the parties hereto or their successors and/or assigns.

3.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

3.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

3.7 Further Assurances. Each of the parties to this Agreement shall execute and deliver all additional papers, documents and other assurances, and shall do such acts and things reasonably

necessary, in connection with the performance of their obligations hereunder to carry out the intent of this Agreement.

3.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

3.9 No Partnership. Nothing in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership, joint venture or other common arrangement between the Parties.

3.10 Assignment and Transferability. Grantee may assign and transfer any and all of its rights and obligations with respect to this Agreement without the prior consent of the HOA, including to the Los Angeles County Flood Control District. From and after the date of such assignment or transfer, the City shall automatically be released from each and every obligation, responsibility, or liability arising under this Agreement.

3.11 Other Agreements. Nothing in this Agreement shall be construed as affecting the City's, the HOA's, or any third party's duty to perform obligations on the Property under other agreements, land use regulations, or requirements relating to the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

“Grantor”

PACIFIC PARK COMMUNITY, INC.,
a California Nonprofit, Mutual Benefit Corporation

By: _____
Name: _____
Title: _____

“Grantee”

CITY OF WEST COVINA,
a California Municipal Corporation

By: _____
Name: David Carmany
Title: City Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

SHEET 1 OF 1

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOT 59 PER TRACT NO. 52590, FILED IN BOOK 1263 PAGES 75 THROUGH 78, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 10.00 FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 22 OF SAID TRACT NO. 52590, THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 22, SOUTH 85°21'19" EAST A DISTANCE OF 21.31 FEET TO A POINT ON THE EASTERLY LINE OF LOT 59 OF SAID TRACT NO. 52590.

THE SIDELINES OF SAID 10-FOOT WIDE STRIP OF LAND SHALL TERMINATE WESTERLY IN THE EASTERLY LINE OF SAID LOT 22 AND EASTERLY IN THE EASTERLY LINE OF SAID LOT 59.

CONTAINING 217 SQUARE FEET, MORE OR LESS.

MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

PREPARED BY OR UNDER THE DIRECTION OF:



DANE P. MCDUGALL
L.S. 9297

1/27/2020
DATE



SCALE: 1" = 20'

EXHIBIT "B"

SHEET 1 OF 1



20

21

TRACT NO. 52590

P.O.B.

N85°21'19"W 51.89'

S85°21'19"E

21.31'

10'

10'

217 SQ. FT.

22

59

10' EASEMENT FOR STORM DRAIN
AND INGRESS AND EGRESS PURPOSES
DEDICATED TO THE CITY OF WEST
COVINA PER TR. 52590, M.B.
1263/75-78.

NO°40'50"E 645.00'

M.B. 1263/75-78

23

TAHOE LANE

ALL BEARINGS SHOWN HEREON ARE
BASED ON THE BEARINGS SHOWN ON
TRACT NO. 52590, M.B. 1263/75-78.





AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2469 -
CODE AMENDMENT NO. 19-02 REGARDING SINGLE FAMILY STANDARDS FOR
ACCESSORY HABITABLE QUARTERS, AND VEHICLE BACKUP SPACE**

RECOMMENDATION:

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

**ORDINANCE NO. 2469 - AN ORDINANCE TO AMEND ZONING REGULATIONS APPLICABLE
TO SINGLE FAMILY AND RESIDENTIAL AGRICULTURAL ZONES REGARDING
ACCESSORY HABITABLE QUARTERS (FORMERLY KNOWN AS GUEST HOUSES) AND
VEHICULAR BACKUP SPACE**

BACKGROUND:

At the conclusion of the City Council public hearing regarding Accessory Dwelling Units ("ADUs") on April 2, 2019, the City Council initiated a separate Code Amendment to examine the standards for Accessory Habitable Quarters ("AHQs")(formerly guest houses). AHQs are distinct from ADUs because they are not considered a separate unit, do not allow kitchen facilities and are not defined nor required under State housing law. Staff believes that with the continued focus, by the State of California, on Accessory Dwelling Units that there is no need for Accessory Habitable Quarters as a separate permitted use.

On July 23, 2019 the Planning Commission held a study to review AHQs. At the conclusion of the study session, the Planning Commission gave direction to staff to draft a code amendment to eliminate standards for AHQ's, and separately to establish backup space standards for garages. On November 26, 2019 the Planning Commission held a public hearing and recommended that the standards for AHQs be eliminated and that the garage backup space for vehicles for a minimum of 25 feet.

Based upon the actions and recommendations of the Planning Commission, the City Council held a public hearing and introduced Ordinance No. 2469 at the February 4, 2020 City Council meeting.

DISCUSSION:

The purpose of the Ordinance is to amend the Municipal Code to eliminate standards for accessory habitable quarters and adopt standards for vehicular backup space in single-family residential zones. It is requested that the City Council conduct the second reading and adopt Ordinance No. 2469.

The ordinance will take effect 30 days after adoption, which is on or about March 17, 2020.

Prepared by: Jeff Anderson, Community Development Director

Fiscal Impact**FISCAL IMPACT:**

The proposed code amendment would not have any direct fiscal impact to the General Fund.

Attachments

Attachment No. 1 - Ordinance 2469

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

ORDINANCE NO. 2469

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TO AMEND ZONING REGULATIONS APPLICABLE TO SINGLE FAMILY AND RESIDENTIAL AGRICULTURAL ZONES REGARDING ACCESSORY HABITABLE QUARTERS (FORMERLY KNOWN AS GUEST HOUSES) AND VEHICULAR BACKUP SPACE

WHEREAS, on the 2nd day of April 2019, the City Council initiated a code amendment to consider revisions to the Single-Family and Residential Agriculture zones of the West Covina Municipal Code; and

WHEREAS, the Planning Commission, did on the 23rd day of July 2019, conduct a study session to consider the initiated proposed code amendment change; and

WHEREAS, the Planning Commission, upon giving required notice, did on the 26th day of November 2018, conduct a duly advertised public hearing as prescribed by law, at which time the Planning Commission adopted Resolution No. 19-6011, recommending to the City Council approval of Code Amendment No. 19-02.

WHEREAS, the City Council, upon giving the required notice, did on the 4th day of February 2020, conduct a duly advertised public hearing as prescribed by law on the proposed ordinance; and

WHEREAS, based on review of the State CEQA Guidelines, the City Council finds and determines that the proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

WHEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Findings. The City Council finds as follows:

- A. Consistent with state law, the City allows accessory dwelling units to be constructed within the city.
- B. Now that accessory dwelling units are allowed by right within the city, there is limited to no need to still allow accessory habitable quarters; and

ATTACHMENT NO. 1

- C. Antiquated provisions of the municipal code should be removed to increase administrative efficiencies and reduce public confusion.

SECTION 2. Municipal Code Amendment. The definition of “accessory habitable quarters” in section 26-63 of the municipal code is revised as follows:

Accessory habitable quarters/guest houses. A permanently constructed habitable quarters, separate from the primary residence, and having no kitchen facilities, which is clearly subordinate or incidental to the primary residence on the same lot. The accessory habitable quarters may include only a sleeping area, living area, and bathroom within an attached or detached accessory structure and for use by guests or occupants of the primary residence. The accessory habitable quarters shall not be separately rented, leased or let (by direct or indirect compensation) or otherwise occupied separately from the primary residence. Accessory habitable quarters were historically known as guest houses. New accessory habitable quarters/guest houses are no longer allowed.

SECTION 3. Municipal Code Amendment. Municipal Code section 26-296.1100 (Definitions) is revised as follows:

Sec. 26-296.1100. - Definitions.

- (a) Large expansions shall mean the expansion of the existing total gross floor area of a single-family dwelling unit by the following minimum square footage when either the floor area of the existing dwelling unit is expanded or when the existing dwelling unit is demolished and a new dwelling unit is constructed within five (5) years and results in a total gross floor area larger than existed at the time of demolition, but not resulting in a total gross floor area which exceeds the maximum permitted for a lot:

| Lot Size (sq. ft.) | Large Expansion (sq. ft.) |
|--------------------|---------------------------|
| Under 20,000 | 1,250 |
| 20,000—24,999 | 1,500 |
| 25,000—29,999 | 2,000 |
| 30,000—34,999 | 2,500 |
| 35,000—39,999 | 3,000 |
| 40,000+ | 3,500 |

Said large expansion includes the gross square footage of the main building and/or accessory uses when attached to the main building, (including, but not limited to a accessory habitable quarters/guest houses, and garage), and detached garages, as set forth in subsection (d) of this section.

- (b) Maximum unit size exception shall mean an increase of the total gross square footage permitted for a unit as defined in section 26-401.5 by up to twenty-five (25) percent of the

ATTACHMENT NO. 1

gross square footage of the main building, and/or attached accessory uses (including, but not limited to an accessory habitable quarter/guest house, or garage), and/or detached garages, as set forth in subsection (d) of this section.

- (c) Timing of additions or expansions. All additions or expansions occurring within one (1) year of the building permit final inspection approval of the previous addition or expansion shall be considered as a single expansion for the purpose of determining the large expansion calculation.
- (d) Detached garages legally constructed prior to October 21, 2004, shall be exempt from inclusion in the gross square footage calculation. Expansion of such garages after October 21, 2004, however, shall cause this exemption to be lost.

SECTION 4. Municipal Code Amendment. The following portions of Municipal Code section 26-391 (i.e. through and including subsections 1 and 2) are revised as follows, with all other portions of the section unamended:

Municipal Code Sec. 26-391. - Permitted uses.

No building or improvement or portion thereof in the residential agricultural zone (R-A) or the single-family residential zone (R-1) shall be erected, constructed, converted, established, altered or enlarged nor shall any lot or premises be used except for one (1) or more of the following purposes:

- (1) One single-family dwelling per lot. Any additions or accessory buildings shall maintain architectural consistency with the house regarding roof profile and pitch, materials, colors, roofing, scale, exterior treatment and details.

- (2) Accessory buildings.

~~a. Accessory habitable quarters as allowed per section 26-391.5.~~

~~b.-a.~~ Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq.*).

b e. Nonhabitable accessory buildings or structures, including, but not limited to the following:

- 1. Garages;
- 2. Carports;
- 3. Workshops;
- 4. Storage rooms or sheds;
- 5. Detached patio covers;
- 6. Pool bathroom or detached bathroom.

All nonhabitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

SECTION 5. Municipal Code Amendment. Section 26-391.5, “Accessory buildings, habitable” is deleted.

ATTACHMENT NO. 1

SECTION 6. Municipal Code Amendment. A new subsection (i) is added to Section 26-402, “Off-street parking” to provide as follows:

- (i) A minimum unobstructed vehicular maneuvering distance of twenty-five (25) feet measured from the opening of the garage or carport shall be provided, except as otherwise permitted in this section. Minor design modifications may be approved, due to the uniqueness of the property as determined by the Planning Director.

SECTION 7. Municipal Code Amendment. Subsection (d) of section 26-418, (“Planning Commission Subcommittee for Design”) is revised as follows:

- (d) *Review required.* No building permit shall be issued for the following types of improvements to single-family residences prior to subcommittee review:
 - (1) New construction of single-family residences.
 - (2) Structural additions or modifications on the front elevation of a residence.
 - (3) New second-story additions to one-story residences.
 - (4) New second-story additions to two-story houses.
 - (5) New balconies.
 - ~~(6) Accessory habitable quarters.~~
 - ~~(7)~~ Any modifications that is readily visible from a public right-of-way.

SECTION 8. Municipal Code Amendment. Subsection (a) of Section 26-749.160 (“Administrative use permit required), is revised as follows:

- (a) Prior to the construction of any improvement in the lower pad area such as habitable structures (including ~~accessory habitable quarters~~ and accessory dwelling units), nonhabitable structures that require the issuance of a building permit, swimming pools, spas, sports courts, and similar uses (whether or not a building permit is required), an administrative use permit shall be required as specified in article VI, division 5 of this chapter 26.

SECTION 9. ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City’s environmental procedures, and is found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3), as this ordinance cannot create any significant effect on the environment.

SECTION 10. INCONSISTENCIES. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 11. SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any

ATTACHMENT NO. 1

court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 12. PUBLICATION. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and prior to the expiration of fifteen (15) days from its passage shall be published once in a newspaper of general circulation, printed and published in the City of West Covina or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and

[continued on next page]

ATTACHMENT NO. 1

shall post in the office of the City Clerk a certified copy of this Ordinance together with the names and member of the City Council voting for and against the same.

PASSED, APPROVED AND ADOPTED this 4th day of February, 2020.

Tony Wu, Mayor

ATTEST:

Lisa Sherrick, Assistant City Clerk

APPROVED AS TO FORM:

Thomas Duarte, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, do hereby certify that the foregoing Ordinance No. 2468 was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 4th day of February, 2020. That, thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____ 2020.

AYES:
NOES:
ABSTAIN:
ABSENT:

Lisa Sherrick, Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF BUDGET AMENDMENT TO INCREASE APPROPRIATIONS FOR PROFESSIONAL AND CONTRACT SERVICES FOR BUILDING AND PUBLIC WORKS PLAN CHECK AND INSPECTION SERVICES

RECOMMENDATION:

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

RESOLUTION NO. 2020-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (BUILDING AND PUBLIC WORKS CONTRACT/ PROFESSIONAL SERVICES)

BACKGROUND:

On February 4, 2020 the City Council approved contract Amendment No. 1 for both Willdan and Transtech for building and public works services respectively. The amendments were necessary due to the increased workload undertaken by the two firms.

DISCUSSION:

The budget amendment before the City Council is consistent with the contract amendments approved on February 4, 2020. Resolution 2020-12 and the "Exhibit A" give staff budgetary authority to pay the firms for the work performed.

Prepared by: Mark Persico, Assistant City Manager

Attachments

Attachment 1 - Resolution 2020-12

Exhibit A - Resolution 2020-12

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Engage in Proactive Economic Development

RESOLUTION NO. 20120-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (BUILDING AND PUBLIC WORKS CONTRACT/ PROFESSIONAL SERVICES)

WHEREAS, on June 18, 2019 the City Council adopted Resolution 2019-49 thereby approving the Fiscal Year 2019-2020 “Annual Operating & Capital Improvement Program Budget;” and

WHEREAS, on February 4, 2020, the City Council approved contract Amendment No. 1 for Willdan for building plan check and inspection contract services; and

WHEREAS, on February 4, 2020, the City Council approved contract Amendment No. 1 for Transtech for public works plan check and inspection contract services; and

WHEREAS, the City Manager submitted a budget amendment request to increase appropriations to be consistent with the contract amendments.

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

SECTION 1. That the budget amendment for Fiscal Year 2019-2020 is hereby approved as reflected in Exhibit 1 attached hereto.

SECTION 2. That this resolution shall be effective immediately upon passage and adoption.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED on this 18th day of February 2020.

Tony Wu
Mayor

APPROVED AS FORM

ATTEST

Thomas Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK, HEREBY CERTIFY that the foregoing resolution, Resolution No. 2020-12, was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 18th day of February 2020, by the following vote of the City Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lisa Sherrick
Assistant City Clerk

Date Posted:

| | |
|--------------|---|
| Fiscal Year: | 2019-20 |
| Amount: | \$940,000.00 |
| Description: | Increase in Willdan and Transtech Budgeted Amounts |

☐ Approved ☐ Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF INCREASE IN HOURLY RATE SALARY SCHEDULE TO
REELECT RECENT INCREASE IN STATE HOURLY MINIMUM WAGE**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve wage adjustments to limited service positions to bring them into compliance with the State's minimum wage requirement as of January 1, 2020;
2. Approve wage adjustments to limited service positions to address adverse pay compaction created by the State's minimum wage increase as of January 1, 2020;
3. Approve deletion of Engineering Aide, Engineering Trainee, Fire Protection Engineering Intern, Information Systems Intern, Recycling Specialist and Social Services Specialist from the Limited Services Pay Schedule due to the position being operationally obsolete or redundant to other similar existing positions; and
4. Adopt Resolution 2020-11:

RESOLUTION NO. 2020-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADJUSTING THE HOURLY PAY RATES OF CLASSIFICATIONS WITHIN THE LIMITED SERVICES PAY SCHEDULE

BACKGROUND:

On April 4, 2016, Governor Jerry Brown signed SB 3 (Leno, Chapter 4) which gradually raises the State minimum wage to \$15.00 per hour by January 1, 2022. Starting in 2023, the state minimum wage will be increased annually for inflation based on the national consumer price index (CPI). The annual inflationary increases scheduled to start in 2023 will be capped at 3.5% regardless of the CPI in any given year. The schedule for minimum wage increases is as follows:

- Effective January 1, 2020....\$13.00 per hour
- Effective January 1, 2021....\$14.00 per hour
- Effective January 1, 2022....\$15.00 per hour

DISCUSSION:

Effective January 1, 2020, the State minimum wage increased from \$12.00 per hour to \$13.00 per hour. Due to this increase, the first pay step for eight positions within the City's Limited Services Pay Schedule (i.e., part-time position schedule) now fall below the State's \$13.00 minimum wage requirement and must be adjusted accordingly. The mandated wage increase also causes a compaction issue (i.e. inadequate pay separation) with two closely related part-time positions (Lifeguard and Lifeguard Instructor), necessitating one additional pay adjustment within the schedule. Although the City does not currently provide lifeguard services, staff finds it prudent to retain the Lifeguard and Lifeguard Instructor positions contingent upon the need to provide these services in the future. Staff further finds that it is administratively prudent to delete several positions from the Limited Services Pay Schedule as follows: Engineering Aide, Engineering Trainee, Fire Protection Engineering Intern, Information Systems Intern, Recycling Specialist and Social Services Specialist due to the positions either being operationally obsolete or redundant to other similar existing positions.

OPTIONS:

The following options are available to the Council:

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

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

Fiscal Impact

FISCAL IMPACT:

The Fiscal Year 2019-2020 cost to cover the mid-year minimum wage adjustments is approximately \$63,000. This addresses the impacts made by the State's minimum wage increase and wage compaction.

It is important to also note that the State minimum wage is scheduled to gradually increase to \$15.00 per hour by January 1, 2022. These annual increases will impact the City's limited services staffing costs in future budgets.

Attachments

Attachment No. 1 - Resolution 2020-11

ATTACHMENT NO. 1 - APPENDIX A.LIMITED SERVICES SALARY SCHEDULE

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Programs and Activities

ATTACHMENT NO. 1

RESOLUTION NO. 2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADJUSTING THE HOURLY PAY RATES OF CLASSIFICATONS WITHIN THE LIMITED SERVICES PAY SCHEDULE

WHEREAS, the State minimum wage has been increased to \$13.00 per hour effective January 1, 2020; and

WHEREAS, the City of West Covina is required to comply with such law by ensuring City employees are paid at the level established; and

WHEREAS, the State minimum wage impacts the current starting hourly wage for the classifications of Assistant Cook, Assistant Pool Manager, Cable TV Production Assistant, Crossing Guard, Day Care Director, Day Care Teacher, Food Services Worker, Intern, Lifeguard, Lifeguard Instructor, Maintenance Assistant, Office Aide I, Office Aide II, Office Aide III, Police Cadet, Pool Manager, Recreation Leader and Recreation Site Coordinator; and

WHEREAS, staff finds that it is administratively prudent to delete Engineering Aide, Engineering Trainee, Fire Protection Engineering Intern, Information Systems Intern, Recycling Specialist and Social Services Specialist as the positions are either operationally obsolete or redundant to other similar existing positions.

NOW, THEREFORE, the City Council of the City of West Covina does resolve as follows:

SECTION 1. Resolution Number 2019-01 is hereby repealed.

SECTION 2. That the hourly pay range for the Limited Services Position Classifications is hereby established as listed on Appendix A.

SECTION 3. The effective date of this limited service hourly rate adjustment is January 1, 2020. However, any hourly rates above the minimum wage rate of \$13.00 will be effective the first available payroll period following approval of this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED on this 18th day of February 2020.

Tony Wu
Mayor

ATTEST:

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of February 2020, by the following vote of the City Council:

YES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

CITY OF WEST COVINA
LIMITED SERVICE COMPENSATION SCHEDULE

Effective January 1, 2020

| CLASSIFICATION | PAY RANGE | HOURLY BASE RATE | | |
|---|-------------------|-------------------------------|-------------------------------|-------------------------------|
| | | STEP 1 | STEP 2 | STEP 3 |
| Assistant Cook | PT 064 | \$15.94 \$16.44 | \$16.73 \$17.28 | \$17.57 \$18.12 |
| Assistant Pool Manager | PT 195 | \$12.16 \$14.16 | \$12.77 \$14.87 | \$13.41 \$15.58 |
| Cable TV Production Assistant | PT 166 | \$12.00 \$13.00 | \$12.28 \$13.65 | \$13.22 \$14.30 |
| Crossing Guard | PT 135 | \$12.00 \$13.00 | N/A | \$13.20 \$14.20 |
| Day Care Director | PT 167 | \$15.68 \$18.68 | \$16.47 \$19.61 | \$17.29 \$20.55 |
| Day Care Teacher | PT 178 | \$12.16 \$15.16 | \$12.77 \$15.94 | \$13.41 \$16.72 |
| Engineering Aide * | PT 122 | \$19.62 | \$20.60 | \$21.63 |
| Engineering Trainee | PT 100 | \$12.12 | \$12.73 | \$13.37 |
| Fire Protection Engineering Intern * | PT 330 | \$15.77 | \$16.56 | \$17.39 |
| Food Services Worker | PT 185 | \$12.00 \$13.00 | N/A | \$13.20 \$14.20 |
| Information Systems Intern * | PT 117 | \$12.12 | \$12.73 | \$13.37 |
| Intern | PT 110 | \$12.00 \$13.00 | N/A | \$40.00 \$41.00 |
| Lifeguard | PT 201 | \$12.00 \$13.50 | N/A | 13.20 \$14.85 |
| Lifeguard Instructor | PT 200 | \$14.64 15.64 | N/A | \$16.10 \$17.10 |
| Maintenance Assistant | PT 130 | \$12.00 \$14.00 | N/A | \$13.20 \$15.40 |
| Office Aide I | PT 155 | \$12.00 \$13.00 | N/A | \$13.20 \$14.30 |
| Office Aide II | PT 140 | \$13.53 \$14.66 | N/A | \$14.88 \$16.12 |
| Office Aide III | PT 165 | \$15.26 \$16.53 | N/A | \$16.78 \$18.18 |
| Police Cadet | PT 022 | \$12.00 \$13.00 | \$12.60 \$13.65 | \$13.20 \$14.30 |
| Pool Manager | PT 190 | \$15.21 \$17.50 | \$15.97 \$18.40 | \$16.77 \$19.29 |
| Recreation Leader | PT 175 | \$12.00 \$13.50 | \$12.60 \$14.18 | 13.20 \$14.85 |
| Recreation Site Coordinator | PT 170 | \$13.07 \$16.50 | \$13.72 \$17.33 | \$14.41 \$18.15 |
| Recycling Specialist * | PT 124 | \$16.19 | \$17.00 | \$17.85 |
| Social Services Specialist * | PT 101 | \$16.19 | \$17.00 | \$17.85 |

- Hourly Base Rate change is due to the minimum wage increase effective January 1, 2020 and to address wage compaction. Any rates above the minimum wage rate of \$13.00 will be effective the first available payroll period upon approval of the pay schedule.

* Classifications deleted due to positions being obsolete or redundant to similar existing positions.

- Approved at the February 18, 2020 City Council Meeting via Resolution No.2020-11 (replacing 2019-01).

CITY OF WEST COVINA

LIMITED SERVICE COMPENSATION SCHEDULE

Effective January 1, 2020

| CLASSIFICATION | PAY RANGE | HOURLY BASE RATE | | |
|--|-----------|------------------|---------|---------|
| | | STEP 1 | STEP 2 | STEP 3 |
| Assistant Cook* | PT 064 | \$16.44 | \$17.28 | \$18.12 |
| Assistant Pool Manager* | PT 195 | \$14.16 | \$14.87 | \$15.58 |
| Cable TV Production Assistant ⁺ | PT 166 | \$13.00 | \$13.65 | \$14.30 |
| Crossing Guard ⁺ | PT 135 | \$13.00 | N/A | \$14.20 |
| Day Care Director* | PT 167 | \$18.68 | \$19.61 | \$20.55 |
| Day Care Teacher* | PT 178 | \$15.16 | \$15.94 | \$16.75 |
| Food Services Worker ⁺ | PT 185 | \$13.00 | N/A | \$14.20 |
| Intern ⁺ | PT 110 | \$13.00 | N/A | \$41.00 |
| Lifeguard* | PT 201 | \$13.50 | N/A | \$14.85 |
| Lifeguard Instructor* | PT 200 | \$15.64 | N/A | \$17.10 |
| Maintenance Assistant* | PT 130 | \$14.00 | N/A | \$15.40 |
| Office Aide I ⁺ | PT 155 | \$13.00 | N/A | \$14.30 |
| Office Aide II* | PT 140 | \$14.66 | N/A | \$16.12 |
| Office Aide III* | PT 165 | \$16.53 | N/A | \$18.18 |
| Police Cadet ⁺ | PT 022 | \$13.00 | \$13.65 | \$14.30 |
| Pool Manager* | PT 190 | \$17.50 | \$18.40 | \$19.29 |
| Recreation Leader* | PT 175 | \$13.50 | \$14.18 | \$14.85 |
| Recreation Site Coordinator* | PT 170 | \$16.50 | \$17.33 | \$18.15 |

⁺ Hourly Base Rate change is due to the minimum wage increase effective January 1, 2020.

* Hourly Base Rate change is above the minimum wage rate of \$13.00 and will be effective the first available payroll period upon approval of the pay schedule.

- Approved at the February 18, 2020 City Council Meeting via Resolution No.2020-11 (replacing 2019-01).



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF THIRD AMENDMENT TO MV TRANSPORTATION, INC.
AGREEMENT FOR TRANSIT SERVICES**

RECOMMENDATION:

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

1. Approve the Third Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2020 through March 2, 2021 (Attachment No. 1);
2. Approve the following Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, –
RESOLUTION NO. 2020-10 ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR
COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 (MV Transportation)**

BACKGROUND:

On December 17, 2013, the City Council approved a five-year agreement along with a provision for two one-year extensions with MV Transportation, Inc. (MVT) to provide fixed route and dial-a-ride transit services that began on March 3, 2014. (Attachment No. 2). The total cost of the agreement was \$4,953,125.

MVT has staffed and managed the City of West Covina's Fixed Route Shuttle (Shuttle) and Dial-A-Ride (DAR) services with oversight by the Public Services Department. The Shuttle service consists of three alignments (Red, Blue, and Green) that operate Monday-Friday from 6:30 a.m. to 7:00 p.m. The estimated annual hours of operation for the Shuttle service are 11,650. The DAR operates Monday-Friday from 8:00 a.m. to 5:30 p.m., and Sunday from 8:00 a.m. to 2:30 p.m. The estimated annual hours of operation for the DAR service are 7,600. The annual ridership for both services during fiscal year 2018-2019 is summarized by month in the table below.

| Shuttle | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Total |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Red | 624 | 799 | 643 | 751 | 630 | 571 | 657 | 647 | 736 | 901 | 1,098 | 851 | 8,908 |
| Blue | 303 | 555 | 583 | 681 | 500 | 444 | 433 | 392 | 544 | 492 | 562 | 435 | 5,924 |
| Green | 1,501 | 2,051 | 2,122 | 2,705 | 2,255 | 1,754 | 1,800 | 2,104 | 2,425 | 2,755 | 2,886 | 2,070 | 26,428 |
| Total | 2,428 | 3,405 | 3,348 | 4,137 | 3,385 | 2,769 | 2,890 | 3,143 | 3,705 | 4,148 | 4,546 | 3,356 | 41,260 |
| | | | | | | | | | | | | | |
| DAR | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Total |
| Weekday | 1,160 | 1,161 | 988 | 1,095 | 920 | 901 | 1,074 | 956 | 1,075 | 1,084 | 1,216 | 934 | 12,564 |
| Sunday | 69 | 64 | 69 | 55 | 56 | 60 | 61 | 68 | 110 | 92 | 74 | 111 | 889 |
| Total | 1,229 | 1,225 | 1,057 | 1,150 | 976 | 961 | 1,135 | 1,024 | 1,185 | 1,176 | 1,290 | 1,045 | 13,453 |

In August 2017, MVT contacted the City to express its concern regarding the impact of the increased minimum wage on the cost of servicedelivery. At the start of the agreement in March 2013, the minimum wage was \$8.00 per hour. SB-3 of 2016, signed by the Governor of California on April 4, 2016, amended the state labor code to include provisions for planned statewide minimum wage increases. Effective January 1, 2017, the minimum wage increased to \$10.50 per hour. It increased to \$11 on January 1, 2018 and has continued to increase by an additional \$1 each year, through January 1, 2021. Related benefits also impact costs.

To address the rising minimum wage issue, MVT submitted a proposal to increase the rates of its revenue (operating) hours for the fixed route and dial-a-ride service. September 1, 2017 through March 2, 2019.

On November 7, 2017, the City Council approved the First Amendment to the Agreement with MVT, incorporating the increased rates into the Agreement, effective September 1, 2017. (Attachment No. 3).

On March 5, 2019, the City Council approved the Second Amendment to the Agreement with MVT (Attachment No. 4). This Amendment exercised the first optional one-year extension of the Agreement, extending the term through March 2, 2020. The Amendment also increased the hourly rates from \$59.24 to \$62.51 and \$51.01 to 52.34 for the Fixed Route and Dial-A-Ride, respectively, as proposed by MVT.

DISCUSSION:

On January 22, 2020, the City received MVT's proposal for the second optional one-year extension of the Agreement. The Agreement term would be extended from March 3, 2020 through March 2, 2021. The hourly rates are proposed to increase from \$62.51 to \$64.42 and \$52.34 to \$54.08 for the Fixed Route and Dial-A-Ride, respectively. The proposed rates result in a \$35,476 increase, approximately 3.15%, from the prior year. The Third Amendment (Attachment No. 1) incorporates this proposal.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Approve an extension of the contract with no rate increase and direct staff to work with MVT Transit to reduce its operating hours to stay within status quo cost;
3. Direct staff to conduct a Request for Proposals (RFP). This is not recommended as the current service is excellent and it would be expected that rates would be much greater than the proposed increase; or
4. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

FISCAL IMPACT:

The proposed rates result in a total cumulative increase of \$35,476 from March 3, 2020 through March 2, 2021. Transit services are funded from the Public Services Transportation Operating Budget (Proposition C and Measure R). The fixed route budget is included in Account Nos. 122.61.5142.6120, 122.61.5148.6120, and 224.61.5142.6120 and dial-a-ride services in Account Nos. 122.61.5143.6120 and 224.61.5142.6120. A Budget Amendment is needed for increased costs for the remainder of Fiscal Year 2019-2020 (Attachment No. 1). The increases occurring in Fiscal Year 2020-2021 remainder of the agreement term will be incorporated into the budget, accordingly. There is no impact to the General Fund.

Attachments

Attachment No. 1 - Third Amendment to MVT Agreement

Attachment No. 2 - MVT Agreement

Attachment No. 3 - First Amendment to MVT Agreement

Attachment No. 4 - Second Amendment to MVT Agreement

Attachment No. 5 - Budget Amendment Resolution and Exhibit

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Programs and Activities

**THIRD AMENDMENT TO
CITY OF WEST COVINA
TRANSPORTATION SERVICES AGREEMENT
WITH
MV Transportation, Inc.**

This Second Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of March 3, 2020. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Amendment is made and entered into with respect to the following facts:

WHEREAS, On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and

WHEREAS, On November 7, 2017, City and Contractor agreed to the First Amendment to the Agreement which modified hourly service rates of the agreement in light of State-imposed increases to the minimum wage; and

WHEREAS, The City and Contractor agreed to the Second Amendment to the Agreement to exercise the first option to extend the Original Agreement for a one-year period, through March 2, 2020; and

WHEREAS, The City and Contractor wish to exercise the second option to extend the Original Agreement for a one-year period, through March 2, 2021;

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

1. To extend the Original Agreement for a one-year extension period, commencing March 3, 2020, and terminating March 2, 2021.
2. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee - Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) then increased with the First Amendment to the Agreement, effective September 1, 2017 through March 2, 2019, then increased with the Second Amendment to the Agreement, effective March 3, 2019 through March 2, 2020, is amended to reflect new rates effective March 3, 2020 through March 2, 2021, as shown below:

March 2020-2021

| | |
|-------------|------------------------------------|
| Fixed Route | \$750,493 (Hourly Rate of \$64.42) |
| Dial-A-Ride | \$411,008 (Hourly Rate of \$54.08) |
| Total | \$1,161,501 |

3. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013 shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to become effective March 3, 2020.

“CITY”
CITY OF WEST COVINA,

Tony Wu, Mayor

Date: _____

“CONTRACTOR”
MV Transportation, Inc.

Gary Richardson, Chief Financial Officer

Date: _____

ATTEST:

Lisa Sherrick, Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte, City Attorney

Date: _____

TRANSPORTATION AGREEMENT FOR THE PROVISION OF FIXED ROUTE SHUTTLE SERVICES AND DIAL-A-RIDE SERVICES FOR THE CITY OF WEST COVINA

THIS AGREEMENT is entered into this 18th day of December 2013, by and between the City of West Covina, hereinafter referred to as the "City", and, MV Transportation, Inc., hereinafter referred to as the "Contractor" or "Operator".

WITNESSETH:

WHEREAS, the City has determined that it requires management, operation and maintenance services for the fixed route shuttle service and dial-a-ride service to provide transportation services to the general population; and

WHEREAS, City has circulated a Request for Proposals for Transit Operations Contract City of West Covina Purchasing Specifications 0413-A, dated April 18, 2013, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Contractor has submitted its proposal entitled Proposal To City of West Covina For Transit Operations Contract Purchasing Spec. 0413-A, dated May 23, 2013, attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, Contractor has submitted its offer of additional and/or alternate terms entitled Best and Final Offer -- Transit Operations Contract RFP Number: 0413-A, dated August 6, 2013, attached hereto as Exhibit "C", and incorporated herein by reference; and

WHEREAS, the Contractor has represented that it has the necessary expertise, personnel and qualifications to provide the requested service; and

WHEREAS, City Council approved the execution of this Agreement at a regularly scheduled City Council Meeting on December 17th, 2013, with an effective date of March 3rd, 2014; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 COMPLETE AGREEMENT, PRECEDENCE OF DOCUMENTS

This Agreement and the attached forms and documents referred to herein and incorporated herein by reference, and the Request for Proposal (Exhibit "A"), Proposal (Exhibit "B"), submitted by the Contractor dated May 23, 2013, and Best and Final Offer (Exhibit "C"), submitted by the Contractor dated August 6, 2013 constitute the complete and exclusive Agreement between the City and the Contractor (Contract Documents) and supersede all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this

Agreement shall not affect the validity of other provisions. The City's failure to insist in any instance upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor. Except as otherwise allowed hereunder, any amendment shall be in writing and signed by both parties.

Any conflict, omission or difference in the Contract Documents shall be subject to the following order of precedence of Contract Documents:

1. This Agreement
2. Best and Final Offer (Exhibit "C")
3. Request for Proposals (Exhibit "A"), hereinafter the "RFP"
4. Proposal (Exhibit "B")

ARTICLE 2 AUTHORIZATION TO ACT

The West Covina City Manager or his/her designee shall have the authority to act for and exercise any of the rights of the City as set forth in this Agreement upon the authorization therefore by the West Covina City Council.

ARTICLE 3 INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. The personnel performing services under this Agreement shall be deemed, for all purposes, to be the Contractor's employees and not agents or employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees for services and goods rendered by said employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to worker's compensation benefits.

ARTICLE 4 TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2019, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

ARTICLE 5
STATEMENT OF SERVICES

A. GENERAL

The Contractor shall provide all management and operational functions necessary for the success of the fixed-route West Covina Shuttle and the demand-response Dial-a-Ride services (hereinafter the "Service" or "Services"). The Contractor shall provide the Services in the manner and to those areas identified on Exhibit "A" attached hereto and incorporated herein by this reference.

In addition to those Services specific to the fixed route or dial-a-ride services, the Contractor shall:

1. Order new vehicles (as described below) to provide the Services within twenty-four (24) hours of full execution of this Agreement. Contractor will warrant that these vehicles will be available for use by March 3, 2014.
2. Contractor shall, at Contractor's expense, cause all new vehicles to have appropriate branding and markings placed thereon to designate the vehicles as part of the City's transit service. City must approve the form and content of the brandings and markings prior to application. In the event that City makes modifications to its branding and required marking that require re-performance of these items, City will reimburse Contractor for actual and reasonable costs.
3. Make good-faith efforts to retain personnel employed by the existing provider of the Services, including extending offers of employment.
4. Conduct town hall meetings on an agreed schedule at reasonable frequency to educate the public, particularly senior citizens and dial-a-ride patrons on the Services.
5. Make good-faith efforts to increase efficiencies in Service, using the existing data as a baseline to work therefrom. City will provide data to Contractor after the execution of this Agreement.
6. Provide City staff with training on Passenger Complaint Tracking Software system utilized by Contractor.
7. Provide one full-time (1) project manager and two (2) full-time road supervisors dedicated to the Services under this Agreement.
8. Guarantee that Genevieve Madrid, Project Manager, and Wayne Poole, Dispatcher, will exclusively service the City's transit operations during the life of this Agreement. Neither of these individuals may be assigned to any other client of Contractor during the Term of this Agreement without the City's prior approval. Any change in the capacity or scope of services provided by Ms. Madrid or Mr. Poole must be approved by the City in writing.

Notwithstanding the foregoing, if the employment of either of these individuals is terminated for any reason, Contractor shall replace said individuals with persons of equal skill and experience to carry on the duties of the departed employee. Said replacement employees shall be subject to City approval prior to, and at anytime thereafter, assignment to the replacement position(s).

9. Provide City staff training on Contractor's complaint tracking software, as well as provide City staff ongoing access to the system to monitor complaints logged therein.

B. FIXED ROUTE SHUTTLE

The fixed route shuttle system will provide residents of West Covina with an improved service for travel within the City for shopping, business, recreational purposes, as well as large employment providers. The fixed route shuttle system's estimated annual revenue hours is 11,650 with over 108,000 passengers served. Locations within the City include: the Citrus Valley Hospital-Queen of the Valley Campus, Eastland Shopping Center, Civic Center, Cortez Park/Senior Center, the Heights Shopping Center, etc.

Specific requirements are as follows:

SHUTTLE

Hours of Service - The fixed route (**Red and Blue Line**) shuttle is approximately 17.0 service miles and will provide one (1) vehicles per line. The service will operate every thirty (30) minutes from 6:30 a.m. until 4:00 p.m. and will continue (1) vehicle per line every hour (60) minutes from 4:00 p.m. until 7:00 p.m. in a bi-directional loop (Red and Blue Line). The shuttle will operate on the following days:

| | |
|----------------------|------------------|
| Monday – Friday: | 6:30AM to 7:00PM |
| Saturday and Sunday: | No Service |

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Hours of Service – The fixed route (**Green Line**) shuttle is approximately 10.0 service miles and will operate two vehicles every thirty (30) minutes during the AM and PM Peak Hours and every 60 minutes during non-peak hours as shown on the attached schedules. The shuttle will operate on the following days:

| | |
|----------------------|------------------|
| Monday – Friday: | 6:30AM to 7:00PM |
| Saturday and Sunday: | No Service |

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

1. Collection of Fares - All fare(s) will be charged to each rider and the operator will be responsible for collecting all cash fares. All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.
 - (a) The total fare amount collected by the Contractor shall be listed and deducted from the monthly billing statement to the City.
 - (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification by the City.
2. Fuel -City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate Charged by the operator.
3. Heating/Air Conditioning - Heating and air conditioning shall be maintained in good working order at all time in all vehicles at a level approved by the City.
4. Grab Rails - All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.
5. Safety Features - Every vehicle shall be equipped with a first aid kit, fire extinguishers, QRT wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.
6. Radios/Cellular Phones - All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicle.
7. Cleaning - All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.
8. Telephone - The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, \$50.00 per incident; if it exceeds 15 minutes \$100.00 per incident shall be applied, and

\$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

9. Signs – “NO SMOKING” and “FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS” and “NO EATING, NO DRINKING, NO MUSIC” and the “OPERATORS NAME” and “OPERATORS ID NUMBER” and “BUS NUMBER” and “TELEPHONE NUMBER” to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A “No Smoking” policy shall be enforced. Other signs may be requested by the City.
10. Vehicles – The operator will be required to provide four (4) thirty-two foot (32’) Starcraft Allstar F550 buses, or vehicles of equivalent or greater value and quality, for the daily shuttle operation. Additionally, City to provide two (2) City owned alternative fuel buses as spares. In the event that the Contractor does not wish to utilize the City owned buses, they must provide one (1) spare to be available when a regular vehicle is taken out of service. Vehicles are required to be ADA compliant, with a minimum seating capacity of 24 plus two (2) wheelchairs QRT tie-down system and ramp including lift. Seating configuration subject to joint approval of Contractor and the City. Vehicles should have two (2) position bike racks at the vehicle front; front and side roller head signs; passenger stop strips with pull cord functionality; overhead storage; display City logo and be equipped with two-way radios and/or cellular phone. Each vehicle will be equipped with the DriveCam video monitoring system.
11. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City’s sole expense.
12. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture.

C. DIAL-A-RIDE SERVICE

Specific requirements are as follows:

1. Provide daily transportation to City residents - The operator will be expected to provide five (5) Starcraft Allstar twenty-five foot (25’) buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor

provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat 16 ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system. The dial-a-ride service area encompasses the City of West Covina, and three (3) miles beyond service area for medical appointments only. Persons will be encouraged to call for service a day in advance. All trips must be requested individually which means that no standing orders should be scheduled on service.

The dial-a-ride system's estimated annual revenue hours is 7,600 with over 24,000 passenger trips.

2. Eligible users – Dial-a-ride service is primarily intended to serve the City's elderly and disabled population.
3. Hours of Service – Dial-a-ride service shall be restricted to the following hours:

| | |
|----------------|--|
| Monday-Friday: | 8:00 a.m. -- 5:30 p.m. |
| Saturday: | No Service |
| Sunday: | 8:00 a.m.-- 2:30 p.m. (West Covina Only) |

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

4. Amount of Service to be Provided - Approximately 24,000 trips will be provided over a one-year period.
5. Collection of Fares - Fare(s) will be charged to each rider, excluding children and escorts, and the operator will be responsible for collecting all cash fares.
 - (a) The total fare amount collected by the Contractor shall be deducted from the monthly billing statement to the City.
 - (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification to Contractor.
6. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate charged by the Operator.
7. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all times in all vehicles at a level approved by the City.
8. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

9. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.
10. Fare Boxes – All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.
11. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicles.
12. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed a minimum of daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.
13. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length. Liquidated damages shall be applied, \$50.00 per incident; if it exceeds 15 minutes \$100.00 per incident shall be applied, and \$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.
14. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and a "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.
15. Vehicles - The operator will be expected to provide five (5) twenty-five foot (25') Starcraft Allstar buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat sixteen (16) ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system.

16. Dispatch System. Contractor shall employ an automated dispatching system at least equal in performance to the Trapeze Windows PASS system. The system shall be capable of supporting subscription services, day-ahead reservations, and real time reservations.
17. Dial-a-ride applications – The Contractor shall establish a regular schedule to pick-up dial-a-ride applications received at the City office at least on a weekly basis and processed within (3) business days.
18. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.
19. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture. The Contractor shall participate in and comply with the DMV Pull Notice Program. The Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

D. INSPECTION

1. The City reserves the right to inspect, examine and test, or cause such inspection, examination or testing of any dedicated vehicle and/or its equipment at any time to assure the compliance with all applicable laws and this Agreement. The Contractor shall transport any vehicle providing Services under this Agreement to a City-designated inspection facility at the Contractor's expense upon the City's request. Each vehicle, at minimum, must be inspected annually by the CHP (California Highway Patrol) and/or by any other agency at the frequencies required by State law.

The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

2. Upon request by the City or any regulatory agency, the Contractor shall immediately remove from service, and replace or repair any equipment or vehicle, which is deemed inadequate or defective as a result of mechanical failure or non-compliance of the Vehicle Specifications.

E. VEHICLE LEASE

This agreement does not provide for the lease of vehicles by City from Contractor. Contractor shall be solely responsible for procuring by purchase, lease, rental or other means, sufficient vehicles to perform the provisions of this Agreement. City shall provide two (2) City owned alternative fuel buses as back-ups for fixed route services.

F. SERVICE ADJUSTMENTS

The City reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours. In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the parties agree to meet promptly to negotiate a revised unit cost per revenue hour with the Contractor.

G. OFFICES

The Contractor shall provide an office open to the public at least five days per week, four hours per day between the hours of 9 am and 6 pm. This office may be located at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Hall. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, and not the offices described in this section.

H. DOCUMENTS PROVIDED BY THE CONTRACTOR

The Contractor shall provide the City with the following documents throughout the term of this Agreement:

1. Written vehicle inspection check lists in the form set out by the City;
2. Wheelchair lift certificates;
3. Driver and dispatcher training manuals, as requested;
4. Certificates of insurance as required by Article 7;
5. Monthly performance reports as required by the City;
6. Unusual occurrence and all accident and injury reports, which shall be submitted within twenty-four (24) hours of the occurrence, including but not limited to, any "unsatisfactory" rating in a California Highway Patrol inspection program;
7. All data reports/information required by the RFP; and
8. Any additional information as may be required by other government agencies.

I. PERSONNEL

1. Contractor's Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established

by the City. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

Contractor shall include resumes and references of personnel assigned to West Covina program who will play critical roles in the provision of service. A responsible (Program Manager) senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The Project Manager and Route Supervisor shall not regularly perform the duties as a driver or back up driver at any time during this contract. The Project Manager and Route Supervisor may on occasion help fill in where needed on unexpected emergency events such as illnesses or absences until a cover driver has arrived to assume the duties of the regularly scheduled driver which should not exceed 3 hours. In addition, when such an emergency occurs, the City shall be immediately notified and informed of when the cover driver is expected to arrive and also when he or she has arrived and the Project Manager and Route Supervisor have returned to their regular duties.

2. Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. The Contractor shall require all vehicle operators providing services under this Agreement to provide consent for, and submit to, Live Scan fingerprinting. The City will conduct Live Scan fingerprinting at the City of West Covina Police Department, and bear all costs associated with this requirement. The City shall have the authority to deny an operator from providing services under this Agreement based on the results of said Live Scan report(s).

Vehicle operators shall pass a thorough background investigation, which shall verify the operators' qualifications, including proof they possess at least a valid California Class 11 or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, and CPR Certification, as well as, any other licenses required by applicable federal, state and local regulations. All vehicle operators must meet the minimum standards listed below:

- a. Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- b. Not be addicted to the use of alcohol or controlled substances.

- c. Not be subject to outstanding warrants for arrest.
- d. Able to read, write and speak English. Bilingual skills in Spanish or other languages are highly desirable.
- e. Thorough knowledge of the service area street network.
- f. Sensitive to passengers' needs, including assisting passengers, upon their request.
- g. Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of West Covina, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securing all systems, as well as, other equipment, which they may be expected to use in the dial-a-ride and/or fixed-route services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear nametags with an identification number dedicated to that sole driver, clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag and id number.

The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

The Contractor shall have capable and courteous personnel who are responsible for taking dial-a-ride requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) or other languages dispatchers are highly desirable.

3. Maintenance Staff

The Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment to provide services at the level agreed to herein.

The Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. The Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

J. GENERAL VEHICLE EQUIPMENT

The Contractor shall provide the appropriate number of vehicles with the available capacity to meet the needs of the City. All vehicles must satisfy ADA requirements. If Contractor wishes to provide different vehicles, they shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City.

All vehicles, and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

Preventive maintenance inspections must be performed in accordance with manufacturer recommendations but shall not exceed every three thousand (3,000) miles for an "A" inspection. A "B" inspection shall be performed at every six thousand (6,000) miles and a "C" inspection shall be performed every eighteen thousand (18,000) miles and a "D" inspection at every thirty-six thousand (36,000) miles. The Contractor shall be responsible for correcting all deficiencies found during these inspections.

Preventive maintenance inspections and servicing shall occur not less than every three thousand (3,000) miles. The Contractor shall specify the preventive maintenance program for all vehicles used in this service.

A mechanic/certified driver must inspect each vehicle after it completes its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems, wheelchair lifts and exit doors are in proper operating condition.

Prior to beginning operations, the Contractor will be required to provide painting and current City of West Covina logo and design for each vehicle utilized in the fleet. The City of West Covina will provide the paint color-scheme and logo design for each of the services.

K. VEHICLE FACILITIES

1. The Contractor, with the cooperation of the City, shall provide and maintain appropriate vehicle storage facilities at an appropriate facility(ies) provided by the Contractor. The facility(ies) shall be located within reasonable proximity of the City's yard, specifically at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Yard. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, Contractor may use facility outside of the City limits only if travel time is not included in billable service hours. The Contractor shall indicate what actions will be taken to perform services in those site(s) prior to the start of service.

Contractor will have access to the City Yard at 825 South Sunset Avenue to wash vehicles and fuel vehicles. Contractor shall be responsible for the conduct of all Contractor employees while those employees are present in the City Yard.

2. At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.
3. Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall **not**:
 - a. Install mismatched tires;
 - b. Perform partial brake relines without determining the cause of abnormal or premature wear;
 - c. Allow tires to wear more than 3/32 tread depth;
 - d. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction;

- e. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections; and
 - f. Allow any reported wear item to go unrepaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.
- 4. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.
 - 5. The Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.
 - 6. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time, from the moment a trouble call is received until a substitute vehicle arrives will be established by the City.
 - 7. The Contractor shall obtain and maintain a two-way radio communications system, or cellular phone with adequate and demonstrated cellular reception coverage in the service areas subject to this Agreement, for both the fixed-route and dial-a-ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice. . Operators shall utilize a hands free system while operating vehicle. The radio or cellular communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle, as well as, each administrative vehicle shall have the communication system operational.
 - 9. The Contractor shall ensure that the requirements and procedures for towing buses are followed and the proper towing equipment is used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor. The Contractor shall notify the City of all accidents, both by telephone (within four hours) and in writing (by the close of the next business day).

L. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures

The Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. The Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. The Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. The Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances

The Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the

supervisor shall notify the City of West Covina's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents

The Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

M. SPECIAL SERVICES

Special services, beyond those set forth in Contract Documents, will be provided by Contractor upon request by City's authorized employees as follows:

1. When additional services fall entirely within normal service hours and City directs that normal operating personnel should be used to provide the additional service, such as part of the regular cost defined in Exhibit "B" and are not considered "extra services" City recognizes that an equivalent lower level of service will be provided in normal operations during the period of such additional services.
2. The Contractor from time to time will be required to provide special event-related services. Special event service may vary from year to year and shall be billed at no more than the fixed-route revenue hour rate.

ARTICLE 6 INDEMNITY

The Contractor does hereby indemnify and hold the City and the Los Angeles County Metropolitan Transportation Authority (herein referred to as "LACMTA"), their appointed and elected officials, agents and employees free and harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, negligence, omissions or liabilities including but not limited to attorney's fees (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the activities of the Contractor or its officers, agents, or employees in connection with this Agreement (including use or servicing of vehicles) or arising from the Contractor's acts, negligence or omissions hereunder or its failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

1. The Contractor shall defend any action or actions filed in connection with any of the said claims or liabilities and shall pay all reasonable costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. The Contractor shall promptly pay any final judgment rendered against the City and the LACMTA, its officers, agents or employees for any such claims or liabilities arising directly out of or in connection with the activities of the Contractor hereunder; and
3. The Indemnity set forth in this Article 6 shall not apply in the case of claims arising from acts of third parties or the City.

The provisions of Article 7 of this Agreement shall not be deemed to satisfy the indemnity obligations of the Contractor pursuant to this Article 6.

ARTICLE 7 - INSURANCE LIABILITY INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain, and shall require all of its Subcontractors maintain, during the life of this Agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus liens carrier listed in the State of California Department of Insurance "Leslie List". Said carrier(s) shall have a Best's rating of no less than "A-".

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerks office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

A. Worker's Compensation Insurance

1. The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per incident. Such insurance shall comply with all applicable state laws.
2. Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy is not acceptable.
3. An endorsement stating the City shall receive at least thirty (30) days notice prior to cancellation or non-renewal of coverage.
4. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible

for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

5. City shall not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.
6. The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

B. Liability Insurance

1. Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum shall be as follows:
 - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) \$5,000,000 Combined Single Limit.
2. Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:
 - Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence) \$5,000,000 Combined Single Limit.
3. Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the City and LACMTA, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City, (b) 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; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the

City for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the Contractor

4. Deductibles and Self-insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Contractor shall declare the deductible chosen and state as part of its Proposal. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents, and Contractor's; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

C. **Certificates of Insurance**

1. Contractor shall furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
2. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
3. Separate endorsements are required, naming the City and the LACMTA as additional insureds, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.
4. Contractor shall maintain all insurance policies for the life of the Agreement, including all subsequent renewals. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.
5. All insurance required by this Agreement shall be maintained by Contractor in full force and effect for the entire term of this Agreement. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement.

6. Original insurance certificates and endorsements are to be delivered to:

Mr. Scott Smilowitz
Community Services Manager
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

ARTICLE 8 LICENSES, FEES, TAXES AND PERMITS

The Contractor shall have the sole obligation to pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property or other taxes on any real or personal property, owned, leased or used by it in providing the Services hereunder, plus any applicable penalties and interest imposed upon the Contractor by any agency as a result of the operation of the Services pursuant to this Agreement. Contractor shall maintain a current business license with the City during the term of this Agreement and any subsequent renewals.

ARTICLE 9 COMPENSATION TO THE CONTRACTOR

The City shall be responsible for and shall pay to the Contractor for the Services the amounts due pursuant to the Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall only bill for from first pick-up to last drop-off. No "dead-head" (transportation of an employee who is not operating the vehicle to a location along the path of the vehicle's route, including some deviation, for the employee's or employer's benefit) time shall be billed to City. Individual invoices shall be sent in triplicate to the City within ten (10) days after the end of each month. Billings not received within such time period are subject to a late billing penalty of 2% at the sole discretion of the City.

The City shall pay the Contractor monthly after the service has been provided and within a reasonable time after receipt of the invoice, consistent with the City's normal accounts payable practices and procedures. At City's sole discretion, City may elect to exercise the "progress payments" option offered to City by Contractor as defined by the Proposal. City may, but is not required to, exercise the "progress payments" option immediately upon commencement of Services, and may elect to exercise the option at any time during this Agreement and/or subsequent renewals. Should City elect to use the "progress payments" compensation model, City may cease utilizing the option and re-commence the program at any time after the completion of the preceding billing cycle.

All operating revenues collected by Contractor in connection with the services rendered under this Agreement are the property of City. Operating revenues include all fares, sales of tickets and passes, advertising sales, and rental of equipment. Operating revenues shall be collected and accounted for by Contractor, and shall be deducted from the monthly invoices.

ARTICLE 10
PERFORMANCE STANDARDS, LIQUIDATED DAMAGES AND PENALTIES

A. **Operating Performance Standards**

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public.

The City will set performance standards for its services. The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance.

Should deficiencies persist, the City may assess liquidated damages or penalties. Sums owed to the City as liquidated damages or otherwise may be paid directly to the City or at the sole option of the City, deducted from payments otherwise due to the Contractor.

The City Manager, or his/her designee, shall maintain the right to assess liquidated damages or penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages or penalties against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. The Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages or penalties on the following basis:

1. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 7-day period shall result in the Contractor paying a penalty \$100 per substantiated complaint.
2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an *unsatisfactory* rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a

result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a \$500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.

3. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, \$500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed \$500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.
4. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.
5. In the event the Contractor fails to commence service on March 3, 2014, (or a later date with approval of City) or if Contractor fails to provide service for any substantial part of any day, the Contractor shall pay the City liquidated damages of \$1,000 for each service day.

DIAL-A-RIDE PENALTIES:

1. If the wait time of any dial-a-ride trip has been verified to exceed 60 minutes, the liquidated damages shall be \$60.00 per incident plus \$1.00 for every minute thereafter; and \$120.00 for the first 120 minutes for dial-a-ride plus \$1 for every minute thereafter.
2. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be \$50.00 per incident; if it exceeds 45 minutes, the liquidated damages shall be \$75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be \$100 per incident.
3. If a trip request has been verified to be lost by dispatch, and no vehicle was dispatched, the liquidated damages shall be \$100.00 per incident.

FIXED-ROUTE PENALTIES:

1. If the successful performance rate of the total wheelchair lift boardings falls below 90%, the liquidated damages shall be \$100 per month. The percentage shall be calculated based on monthly actual usage of the lifts by passengers, and regular inspections by City staff;

2. Adherence to Schedule: The following liquidated damages shall be imposed if, within any 30-day period, any of the following incidents occur after the occurrence of two substantiated incidents during the same thirty day period;

- (1) If a trip on the fixed-route system departs in advance of the scheduled departure time at any designated time point, the liquidated damages shall be \$100 for every 10 minute increments; and
- (2) If a trip on the fixed-route system is delayed for more than 10 minutes following the time set forth for departure at any designated time point, the liquidated damages shall be \$100 per 10 minute increments. Exceptions will be granted if the trip had more than two wheelchair boardings or deboardings. If a trip on the fixed-route system is not provided, the liquidated damages shall be \$500 per occurrence.

The Contractor must have sufficient telephone lines to handle the additional calls from West Covina residents. The Contractor shall provide a Customer Service telephone line which shall be a local (non-toll free) call from anywhere within the City of West Covina, to provide route information and take dial-a-ride requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. The Contractor must have a facsimile machine compatible with the City's. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

B. Personnel Performance Standards

Regularly assigned drivers or a trained back-up must be available and on-time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of West Covina, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

C. Fare Collection and Accountability

The City will determine the cash fare for the fixed route and dial-a-ride service. The City reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

All fares collected by the operators must be turned in each day to the Project Manager. This revenue is to be counted, rolled and deposited each day. The Contractor will establish

reconciliation procedures to safeguard any cash, tickets and coupons collected and will ensure that they are accounted for accurately. The Contractor will provide the City with an invoice and the City shall reimburse for actual services provided on a monthly basis. Only the City may decide whether or not to allow advertising on the vehicles. If advertising is allowed, any revenue from advertising on or in the vehicles will belong to the City.

D. Program Operational Records and Responsibilities

Records and reports should be consistent with all (Section 15) NTD reporting requirements, as well as, all other reporting required by MTA. In addition, the City of West Covina may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the, sixth working day of each month, a summary report of operations and activity for each type of transit service, which will include at least:

1. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.
2. Passenger pick-up and drop-off times, and locations for the dial-a-ride service.
3. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. All passenger complaints shall be reported by phone to the City immediately upon Contractor's receipt of complaint. Contractor must respond and begin investigation of complaint immediately. City shall be informed as to the time needed for resolution of complaint. Resolution of customer complaint must be submitted to the City immediately upon completion and no later than three business days.
4. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.
5. If the Contractor does not provide required data, reporting, statistics and monthly billing invoices for any or all services that is demanded by the City and the Los Angeles County Metropolitan Transportation Authority (MTA) and the Authority within five (5) business days, liquidated damages of \$500.00 per day will be paid to the City or deducted from the monthly billing owed to said Contractor.

E. City Access to Records

The City, or any of its duly authorized representatives, employees, personnel or agents, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to this Agreement. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

F. Marketing/Public Outreach/Advertising

The City shall be responsible for public relations, as well as, the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

The Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

The Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events such as the City's Earth Day Celebration, Red Ribbon Rally, etc. as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

G. Operating During a Declared Emergency

Upon declaration of any emergency by the City Manager or his/her designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Community Services or his designee as part of the City's Emergency Response Plan. The City shall be obligated to compensate the Contractor for services that significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

H. Price and Satisfaction Guarantee – Contractor Service Warranty

Contractor commits that its price and service model presented in its Best and Final Offer (Exhibit "C") is valid and meets the services needs of the City of West Covina's Transit System (Fixed Route and Dial-A-Ride). Furthermore, Contractor guarantees that its price to provide transit

services to the City of West Covina will not exceed its Best and Final Offer, barring any changes in the scope of work by the City. Contractor's not to exceed prices for the five-year agreement are as follows, with the optional sixth and seventh year contained in the Best and Final Offer.

March 2014-2015

| | |
|-------------|------------------------------------|
| Fixed Route | \$623,983 (Hourly Rate of \$53.56) |
| Dial-A-Ride | \$347,063 (Hourly Rate of \$45.67) |
| Total | \$971,047 |

March 2015-2016

| | |
|-------------|------------------------------------|
| Fixed Route | \$623,776 (Hourly Rate of \$53.54) |
| Dial-A-Ride | \$346,662 (Hourly Rate of \$45.61) |
| Total | \$970,437 |

March 2016-2017

| | |
|-------------|------------------------------------|
| Fixed Route | \$635,177 (Hourly Rate of \$54.52) |
| Dial-A-Ride | \$352,883 (Hourly Rate of \$46.43) |
| Total | \$988,059 |

March 2017-2018

| | |
|-------------|------------------------------------|
| Fixed Route | \$645,220 (Hourly Rate of \$55.38) |
| Dial-A-Ride | \$358,331 (Hourly Rate of \$47.15) |
| Total | \$1,003,551 |

March 2018-2019

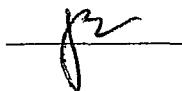
| | |
|-------------|------------------------------------|
| Fixed Route | \$655,908 (Hourly Rate of \$56.30) |
| Dial-A-Ride | \$364,123 (Hourly Rate of \$47.91) |
| Total | \$1,020,031 |

In addition, Contractor shall provide the following unconditional satisfaction warranty to the City:

In the event the City is dissatisfied with Contractor's service for any reason during the term of the Agreement, the City may terminate the Agreement. In the event the Agreement is so terminated, Contractor will refund to the City any and all profits made by Contractor resulting from this Agreement, during the final 12 months during the period prior to the termination.

Furthermore, Contractor commits that its price is valid, and barring any changes in the scope of work, the company commits that its price will not change from its submitted cost proposal for the period of this agreement and any extensions to this agreement.

Contractor Initials:



ARTICLE 11
TERMINATION OR SUSPENSION

- A. The City shall have the right to (i) forthwith terminate this Agreement, (ii) withhold payment to the Contractor, (iii) provide substitute service at the Contractor's expense, or (iv) exercise any and all other remedies legally available to it in the event of:
1. The bankruptcy of the Contractor or assignment by it for the benefit of its creditors.
 2. The failure or refusal of the Contractor to perform the Services in a satisfactory manner after five (5) working days written notice by the City to the Contractor.
 3. The failure or refusal of the Contractor to comply with applicable federal, state and local government laws, codes, regulations or ordinances.
 4. The failure to receive a "Satisfactory" rating within thirty (30) days of receipt of an "Unsatisfactory" rating of any vehicle used in connection with the Services.
 5. The failure to notify the City of an "Unsatisfactory" rating of any vehicle used in connection with the Services.
 6. This contract may be terminated for convenience by the City without cause, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. Should the contract be terminated for convenience, the Contractor shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the Contractor shall not be paid any anticipated profit or fees for services not provided.
 7. The abandonment or discontinuance by the Contractor of the Services without the prior written consent of the City.
 8. The continued violation on the part of the Contractor's agents or employees of traffic laws, ordinances, and regulations.
 9. The failure to maintain the whole, or any portion, of the Contractor's vehicles and other equipment or facilities as required by this Agreement.
 10. The failure of the Contractor to maintain the insurance coverage required herein by Article 7.
 11. Contractor violates any other material obligations contained hereunder.
- B. If cancellation is due to any of the reasons specified in subsection (A) of Article 11 of this Agreement, the City may offset damages incurred by it in accordance with Article 10.

- C. In the event the City terminates this Agreement as provided in subsection (A) Article 11, the Contractor shall be entitled to receive payment for the pro rata share of the monthly Services provided as of the time of cancellation of the Contract, subject to any offset, as provided in Article 10.
- D. Subject to the foregoing, including any remedy preferable to City provided in subsection (A) Article 11, during the initial term and subsequent renewals, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.
- E. Notwithstanding the foregoing, during the initial term and any subsequent renewal terms, pursuant to the Contractor's Satisfaction Guarantee (see Article 10, Sec. H.), City may terminate this Agreement at any time if City is dissatisfied with the Services by providing written notice to Contractor.
- F. If for any reason the Services continue after the end of the last renewal term provided for in this Agreement, the parties will continue to operate under the terms of this Agreement, except that the term for Services will be a month-to-month, and may be terminated by either party with fifteen (15) days prior written notice to the other party.
- E. In the event this Agreement is terminated by the City, all data prepared in providing the Services shall be made available immediately to the City at the Contractor's sole expense.
- F. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of Services under this Agreement

ARTICLE 12 ASSIGNMENT AND SUBCONTRACTING

This Agreement is made in reliance on the qualifications and responsibilities of the Contractor and, therefore, the Contractor shall not assign, transfer or subcontract all or any part of its obligations or benefits under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. The Contractor acknowledges that the following non-exhaustive list of requirements prior to authorizing an assignment, transfer or subcontracting of all or any part of this Agreement by the Contractor shall not be deemed unreasonable: 1) requirement of financial compensation from Contractor to City for the administrative and associated costs of processing said assignment, transfer, or subcontract, in an amount not to exceed 3 months of billed services under this Agreement; 2) cooperation with and facilitation of all communications, meetings and document transfers, between City and proposed assignee, transferee, or subcontractor necessary for City, at City's sole discretion, to determine the desirability of said assignee, transferee, or subcontractor; and 3) ninety (90) days advance written notice of the intention to assign, transfer, or subcontract all or any part of the Services or this Agreement, commencing upon the extension of an offer by Contractor of said assignment, transfer, or subcontracting to a third party, or entertainment of an offer from a potential assignee, transferee, or subcontractor by Contractor, whichever shall first occur.

The parties acknowledge and agree that this Agreement is not intended to be an exclusive agreement for transit services for the City. The Contractor acknowledges that the City may award or enter into additional agreements with third parties, including competitors of the Contractor for transit services during the term of this Agreement.

ARTICLE 13 CHOICE OF LAWS

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 14 ASSISTANCE FROM CONTRACTOR

The Contractor shall participate with the City in the design and implementation of any changes in the Services. The Contractor shall provide suggestions respecting scheduling and routing to the City from time to time for the purpose of improving the overall Services.

The Contractor shall provide advice to the City in the marketing and promotion of the Service and shall, at the request of the City, participate in marketing activities for the Service without additional compensation.

ARTICLE 15 NOTICES

All notices pursuant to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the person to be notified or (ii) three (3) business days after the postmarked date placed by the United States Postal Service or other carrier, including any lawful successor, postage prepaid addressed as follows:

City: West Covina: Community Services Director
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor: Joe Escobedo, Sr. Vice President
MV Transportation, Inc.
5910 N. Central Expy, Ste. 1145
Dallas, TX 75206
With copy to: Office of the General Counsel

City's General Counsel

West Covina City Attorney
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor's
General Counsel:

Patricia McArdle
Associate General Counsel
5910 N. Central Expy., Suite 1145
Dallas, TX 75206

ARTICLE 16 SAFETY PROGRAM

The Contractor shall provide regular and continuous formal safety instructions and training to all employees providing Services under this Agreement. Personnel assigned to the Services shall be required to attend safety meetings scheduled at a minimum of four (4) times per year. Certifications of attendance at these meetings shall be sent to the City not later than thirty (30) days after each safety meeting. Copies of training manuals and materials shall be sent to the City, for review purposes, describing the content and scope of the safety program. Certification of Completion of Training shall be sent to the City for all employees no later than ten (10) working days after training has been completed.

ARTICLE 17 PROPOSITION "A" & "C" AND MEASURE "R" FUNDING

The funding source for the Service is the City's Proposition "A" & "C" and Measure "R" funds. In the event these funds become unavailable in the amount anticipated, the City shall have the right to reduce or terminate this Agreement upon thirty (30) days written notice to the Contractor. The Contractor shall be entitled to compensation for all Services provided up to the date of termination.

ARTICLE 18 FORCE MAJEURE

The parties to this Agreement agree that neither shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, flood or other natural disasters, riots, strikes, war, civil disorder, or unavailability of fuel. A party wishing to have its obligation hereunder suspended or excused for Force Majeure shall notify the other party of the existence of Force Majeure by telephone or by fax as soon as reasonably possible after the occurrence of the cause or event constituting Force Majeure.

ARTICLE 19

[INTENTIONALLY LEFT BLANK]

ARTICLE 20 ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, including an action for declaratory relief, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled in law or equity.

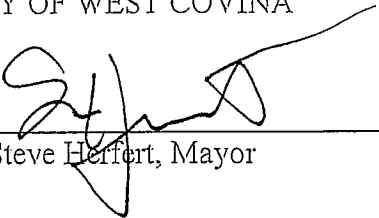
ARTICLE 21 SEVERABILITY

If any term, condition or covenant of this Agreement, or the application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, other than those paragraphs held invalid or unenforceable, shall be unaffected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

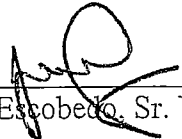
Date: 12/17/13

CITY OF WEST COVINA

By 
Steve Herfert, Mayor

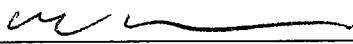
Date: 12/18/13

MV Transportation, Inc.

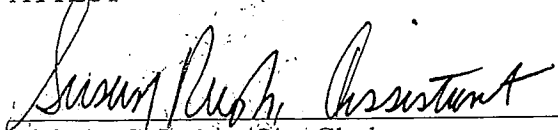
By 
Joe Escobedo, Sr. Vice President

Date: 12/19/13

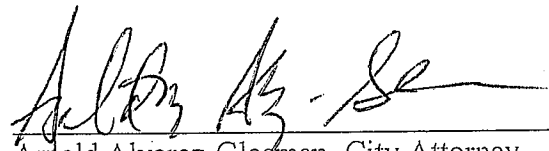
MV Transportation, Inc.

By 
W.C. Pihl, Executive Vice President

ATTEST


Nickolas St. Lewis, City Clerk

APPROVED AS TO FORM


Arnold Alvarez-Glasman, City Attorney

**FIRST AMENDMENT TO
CITY OF WEST COVINA
TRANSPORTATION SERVICES AGREEMENT
WITH
MV Transportation, Inc.**

This First Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of November 7, 2017. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Amendment is made and entered into with respect to the following facts:

WHEREAS, On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and

WHEREAS, City and Contractor wish to modify hourly service rates of the current agreement in light of State-imposed increases to the minimum wage

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

1. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee - Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) is amended to reflect new rates, effective September 1, 2017 through March 2, 2019, as follows:

March 2017-2018

| | |
|-------------|--|
| Fixed Route | \$322,589 (Hourly Rate of \$55.38 – Mar 2017-Aug 2017) |
| Fixed Route | \$338,957 (Hourly Rate of \$58.19 – Sep 2017-Mar 2018) |
| Dial-A-Ride | \$179,170 (Hourly Rate of \$47.15 – Mar 2017-Aug 2017) |
| Dial-A-Ride | \$189,848 (Hourly Rate of \$49.96 – Sep 2017-Mar 2018) |
| Total | \$1,030,563 |

March 2018-2019

| | |
|-------------|------------------------------------|
| Fixed Route | \$690,146 (Hourly Rate of \$59.24) |
| Dial-A-Ride | \$387,676 (Hourly Rate of \$51.01) |
| Total | \$1,077,822 |

2. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013 shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to become effective November 7, 2017.

“CITY”


CITY OF WEST COVINA,


Corey Warshaw, Mayor

Date: 7 Nov 2017

“CONTRACTOR”

MV Transportation, Inc.

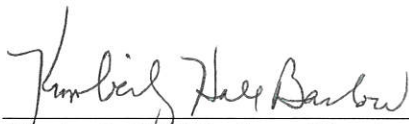

Gary Richardson, Interim Chief Financial Officer

Date: 4/3/18

ATTEST:


Rosalia Butler, Assistant City Clerk

APPROVED AS TO FORM:


Kimberly Hall Barlow, City Attorney

Date: 12/5/17

**SECOND AMENDMENT TO
CITY OF WEST COVINA
TRANSPORTATION SERVICES AGREEMENT
WITH
MV Transportation, Inc.**

This Second Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of March 3, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Amendment is made and entered into with respect to the following facts:

- A. On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and
- B. On November 7, 2017, City and Contractor agreed to the First Amendment to the Agreement which modified hourly service rates of the agreement in light of State-imposed increases to the minimum wage; and
- C. The City and Contractor wish to wish to exercise the first option to extend the Original Agreement for a one-year period, through March 2, 2020;

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

SECTION 2. Article 4, Term of the Agreement, is hereby amended as follows:

ARTICLE 4. TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2020, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for one additional one-year term upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

SECTION 3. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) as increased with the First

Amendment to the Agreement, effective September 1, 2017 through March 2, 2019, is amended to reflect new rates effective March 3, 2019 through March 2, 2020, as shown below:

March 2019-2020

| | |
|-------------|------------------------------------|
| Fixed Route | \$728,189 (Hourly Rate of \$62.51) |
| Dial-A-Ride | \$397,811 (Hourly Rate of \$52.34) |
| Total | \$1,126,000 |

SECTION 4. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013, as amended by the First Amendment, shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to become effective March 3, 2019.

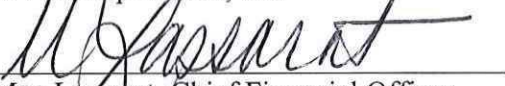
CITY OF WEST COVINA,


Lloyd Johnson, Mayor

Date: 3/18/19

“CONTRACTOR”

MV Transportation, Inc.



Meg Lassarat, Chief Financial Officer

Date: 3/20/19

ATTEST:


Carrie Gallagher, Assistant City Clerk

APPROVED AS TO FORM:


Scott E. Porter, City Attorney

Date: 3/13/19

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020 (MV Transportation)

WHEREAS, the City Manager, on or about June 18, 2019, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2019-20; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2019 and ending July 30, 2020; 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 DOES RESOLVE AS FOLLOWS:

SECTION 1. That the budget amendment for Fiscal Year 2019-20 is hereby approved as reflected on Exhibit No. 1 attached hereto.

SECTION 2. That this resolution shall be effective immediately upon passage and adoption

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of February 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, the custodian of the original records, which are public records over which I maintain custody and control for the City of West Covina, California, hereby certify that the foregoing Resolution No. 2020-10 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 18th day of February 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

**CITY OF WEST COVINA
BUDGET AMENDMENT**

BA # 037

Posted By: _____

Date Posted: _____

Date: 2/18/2020
 Requested by: Kelly McDonald
 Dept/Div: Public Services

Fiscal Year: 2019-2020
 Amount: \$ 11,825.00
MV Transit Contractual Services

EXPENDITURES

| Account Number | Dept/Account Description | Current Budget | Proposed Amendment | Amended Budget |
|------------------|--------------------------|----------------|--------------------|----------------|
| 122.51.5142.6120 | Contractual Services | 248,700.00 | 2,491.09 | 251,191.09 |
| 224.51.5142.6120 | Contractual Services | 158,300.00 | 1,585.60 | 159,885.60 |
| 122.51.5148.6120 | Contractual Services | 333,500.00 | 3,340.48 | 336,840.48 |
| | | | | - |
| | | | | - |
| | | | | - |
| 122.51.5143.6120 | Contractual Services | 404,400.00 | 4,408.00 | 408,808.00 |
| | | - | - | - |
| | | | | - |
| | | | | - |
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| | | | | - |
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| | | | | - |
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| | | | | - |
| | | | | - |

REVENUES

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

REASON/JUSTIFICATION (Please be specific)

MV Transit Contract. Increased rates due to minimum wage impacts.

APPROVALSCity Council Approval Date (if required, attach minutes): _____ ☐ Approval Not Required

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? ☐ Yes ☐ No

City Manager: _____ Date: _____

Comment: _____ ☐ Approved ☐ Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION GRANTING AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

RECOMMENDATION:

It is recommended that City Council approve the following Resolution:

RESOLUTION NO. 2020-09 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

BACKGROUND:

The development and maintenance of suitable areas for recreation is of great importance. It is obvious that properties cannot be maintained without a stable budget for operation and maintenance. Almost the first question asked when communities consider the construction of a play field, or recreation facility is, "What will be the cost of operating and maintaining it?". It is a question of equal importance with that of the cost of building the area or structure.

The Los Angeles County Regional Park and Open Space District (RPOSD) is responsible for implementing the Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (Measure A). Seventy-five percent (75%) of Los Angeles County voters approved Measure A in November 2016. This approval authorizes continued dedication of local funding for grant projects and their maintenance through an annual charge of 1.5 cents per square foot of building floor area on all taxable real property in the County. Similar propositions in 1992 and 1996 allocated funds to West Covina and were key components for funding several park projects over the years.

Measure A makes funding available to eligible recipients for projects that repair and upgrade parks and recreation facilities, preserve and protect open spaces and beaches, and support recreational programming. Measure A implementation also includes efforts to update and maintain the 2016 Countywide Comprehensive Parks and Recreation Needs Assessment (Needs Assessment) process and its data. It will utilize available technology to facilitate grant applications and provide efficient oversight. The architecture of Measure A aims to respond to the findings of the Needs Assessment by increasing the quantity and the quality of parks, recreation facilities, beaches and open spaces throughout Los Angeles County, with an emphasis on the areas of highest need.

DISCUSSION:

The City Council is being asked for authority to apply for grant funds in order to expedite the grant application process and increase the City's ability to secure grant funding. Resolution No. 2020-09 (Attachment No. 1) approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and authorize the City Manager to conduct all negotiations, and to execute and submit all documents including applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact**FISCAL IMPACT:**

West Covina is eligible to apply for both competitive and non-competitive grant funds through Measure A to increase the quantity and quality of our park system. There is no General Fund impact resulting from this report.

Attachments

Attachment No. 1 - Measure A Resolution

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure
Enhance City Programs and Activities

RESOLUTION NO. 2020-09

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA APPROVING THE BLANKET AUTHORITY
TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE
LOS ANGELES COUNTY REGIONAL PARK AND OPEN
SPACE DISTRICT FOR MEASURE A FUNDING FOR
PROJECTS AND PROGRAMS**

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of West Covina to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that City of West Covina must comply with; and

WHEREAS, the City of West Covina will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and
2. Certifies that the City of West Covina understands the assurances and will comply with the assurances in the application form; and
3. Appoints the City Manager or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

PASSED, APPROVED, AND ADOPTED this 18th day of February, 2020.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, the custodian of the original records, which are public records over which I maintain custody and control for the City of West Covina, California, hereby certify that the foregoing Resolution No. 2020-09 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 18th day of February 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF AWARD OF BIDS FOR FIRE AND HEAVY EQUIPMENT
MAINTENANCE AND REPAIRS**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute a three (3) year contract with two optional one-year extensions with Valley Power, Southern California Fleet Services, Emergency Vehicle Group, South Coast Emergency, and Velocity Truck Centers to provide Fire Department fleet and heavy equipment maintenance and repair services; and
2. Authorize Purchase Orders not to exceed \$300,000 annually.

BACKGROUND:

Maintenance of the fleet is an aspect of asset management. Three years ago the City transitioned from an in-house garage and shop facility operation to a contract maintenance model. The contract model may not be the most efficient or right model, but is the model employed right now.

A central garage, proper preventive maintenance program, and vehicle replacement program funded via a resolving fund are conversations for another time. In municipal operations a central garage is considered a prerequisite to an efficient equipment management program.

DISCUSSION:

The City of West Covina solicited Requests for Quotes (RFQ) from qualified firms to provide annual Fleet Maintenance Services for Fire Department Vehicles and heavy equipment. The purpose of this Maintenance Professional Services Agreement is to provide the City with fleet maintenance and repairs. The selected Contractors will work closely with the Fleet Services Coordinator to ensure vehicles are maintained and repaired in a timely manner. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. The City does not guarantee a specific amount of work, and quantity of work can increase or decrease depending on needs.

On December 17, 2019, in line with the City's effort to competitively bid all contract services and select the most qualified vendors, staff issued a Request for Quotes (RFQ) for multiple award for fleet maintenance services. The RFQ was posted on Planet Bids. On January 23, 2020, five quotes were received from the following vendors:

| Vendor | Location |
|--------|----------|
|--------|----------|

| | |
|------------------------------------|----------------------|
| Valley Power System | City of Industry, CA |
| Southern California Fleet Services | Corona, CA |
| Emergency Vehicle Group | Anaheim, CA |
| South Coast Emergency | Ontario, CA |
| Velocity Truck Center | Whittier, CA |

The hourly rate are as follows:

| Vendor | Hourly Rate | After Hours Hourly Rate |
|------------------------------------|-------------|-------------------------|
| Valley Power System | \$95.00 | \$142.50 + mileage |
| Southern California Fleet Services | \$105.00 | \$120.00 |
| Emergency Vehicle Group | \$105.00 | \$157.00 |
| South Coast Emergency | \$125.00 | \$130.00 |
| Velocity Truck Center | \$125.00 | \$165.00 |

OPTIONS:

The City Council has the following options:

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

Fiscal Impact

FISCAL IMPACT:

The funds have been budgeted as part of the Fiscal Year 2019 - 20 budget. General repairs are annually funded under account 365.61.4170.6329 in the amount of \$600,000. Fire and heavy equipment repairs are averaging approximately \$200,000 annually. Uninsured loss repairs are annually funded under account 365.61.4170.6417 in the amount of \$400,000 and repairs are averaging approximately \$100,000 annually.

Attachments

- Attachment No. 1 - Emergency Vehicle Group Agreement
- Attachment No. 2 - South Coast Emergency Vehicle Service Inc. Agreement
- Attachment No. 3 Southern California Fleet Services, Inc. Agreement
- Attachment No. 4 Valley Power Systems Agreement
- Attachment No. 5 - Velocity Truck Centers Agreement

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

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
EMERGENCY VEHICLE GROUP, INC.
FOR
FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE & REPAIR**

THIS AGREEMENT is made and entered into this **18th day of February, 2020** ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and "**EMERGENCY VEHICLE GROUP, INC.**", a California Corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City for Fire Apparatus and Heavy Equipment Maintenance and Repair, as more fully described herein; and

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

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

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

E. WHEREAS, Consultant responded to the City's Request for Proposals dated December 17, 2019, 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 the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect

the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation **shall have no minimum and shall not exceed One Hundred Thousand Dollars (\$100,000) a year.**

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on **February 18, 2023**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

- (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. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Adam Montiel who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Emergency Vehicle Group
2883 E. Coronado St.
Anaheim, CA 92806
Tel: (714) 238-0110
Email: amontiel@evginc.net
Attn: Adam Montiel

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8789
Email: damartinez@westcovina.org
Attn: Daniel Martinez

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONSULTANT



Travis Grinstead
President and Corporate Secretary

Date: 2/5/2020

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Risk Management

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICE

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the West Covina Fire, Rescue and Emergency fleet of fire apparatus and ambulances plus heavy equipment. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, Contractor personnel performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or CFM/EVT (Fire Apparatus) certification. All services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service, timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

Facilities and Work Sites

The Contractor shall perform services including inspection, maintenance, testing and repair at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a City worksite without prior approval from the Fleet Services Coordinator. The Contractor warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

Fire Apparatus and Ambulance Security

The Contractor is responsible for the security of any units in its custody. The Contractor is responsible for all costs associated with correcting damage while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus/vehicles shall be stored inside.

Contractor's Service Truck

The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of fire apparatus, ambulances or heavy equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

Maintenance Scheduling and Completion

The West Covina Fleet Services Coordinator shall contact the Contractor to schedule apparatus/heavy equipment due for service. The location at which services will be performed shall be determined between the West Covina Fleet Services Coordinator and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the West Covina Fleet Services Coordinator with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

Notifications and Communication

It shall be the responsibility of the West Covina Fleet Services Coordinator to notify affected City worksites and station personnel of scheduled service of apparatus/heavy equipment. In the event the contractor must pick up a piece of apparatus/heavy equipment at a City worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). If the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

Inspection and Maintenance Completion

The Contractor is responsible for the timely inspection and maintenance of the City's fire apparatus, ambulances, and heavy equipment and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the City that the Contractor have readily available any routine parts fluids, testing equipment, etc. that may be required to complete Quarterly, Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City apparatus/heavy equipment.

The West Covina performance standards for completing various work activities are as follows:

1. Quarterly Inspection and Preventative Maintenance: Performed at the Contractor's facility, services shall be completed within twenty-four (24) hours which includes pick-up and return of the apparatus. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

2. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Contractor's facility unless prior arrangements are made with the West Covina Fleet Services Coordinator. Annual Inspection, Testing and Preventative Maintenance services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
3. Priority Repairs: If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
4. Non-Priority Repairs: Non-priority repairs shall be resolved within five (5) business days upon notification to the Contractor. The Contractor and the LCFR Apparatus Officer will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

The following establishes the level of services to be provided by the Contractor.

The Contractor shall work with the City's Fleet Services Coordinator to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus, ambulance or heavy equipment that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

1. Quarterly Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
2. Quarterly Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
3. Semi-Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
4. Semi-Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

5. Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
6. Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
7. Annual Performance and Certification Testing.

Priority Repairs

Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

Non-Priority Repairs

Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non-Priority Repairs will be approved by West Covina Fleet Services Coordinator and handled by the Contractor during normal business hours.

Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the West Covina Fleet Services Coordinator.

Anytime services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test City apparatus. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

1. Date services were performed;
2. Name of the technician that performed the services;
3. Location where services were performed;
4. Vehicle Number;
5. Apparatus Manufacturer;
6. Apparatus Make; Apparatus Model
7. Manufacturer Job Number or Serial Number;
8. Odometer Reading In;
9. Odometer Reading Out; and
10. Engine Hours

VEHICLE MAINTENANCE AND REPAIR

The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus and ambulances included in this Contract as directed by the Fleet Services Coordinator. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Fleet Services Coordinator.

Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus and ambulances safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and transmission fluid and, if requested by Fleet Services Coordinator, coolant.

Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus, ambulance or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

Repair and Replacement

Repair is the work necessary to restore a fire apparatus, ambulance or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract.

Major Repairs

All major repairs not performed by the Contractor shall be performed by a repair facility authorized by the manufacturer to perform such work. Re-Assembly the Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts. Repair Approvals the Contractor shall have specific pre-approval

from the West Covina Fleet Services Coordinator prior to completing repairs. In obtaining approval, the Contractor shall advise the Fleet Services Coordinator of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate shall include the following: • Estimated time • Parts cost • Part numbers

Modifications

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the West Covina Fleet Services Coordinator. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before City approval.

Apparatus or Equipment Damage

No accident damage may be repaired until the Contractor receives written authorization from the City. Any damage noted by the Contractor during an inspection shall be immediately reported to the West Covina Fleet Services Coordinator. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

Repair Facilities

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to West Covina Fleet Services Coordinator. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

City Inspections

The Contractor shall advise the West Covina Fleet Services Coordinator within one (1) hour of the completion of repairs or replacements on any fire apparatus or ambulance. The Fleet Services Coordinator reserves the right to send a representative to perform a quality control acceptance inspection of all equipment repairs or replacements.

EMERGENCY CALL RESPONSE FOR PRIORITY REPAIRS

General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

Emergency Contact

The Contractor shall have an individual accessible by telephone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Contractor will provide the West Covina Fleet Services Coordinator with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and breakdown requests for equipment at a City facility.

Wrecker Service

The City has existing contractual agreements in place with area wrecker services. If an apparatus requires wrecker service, the City shall coordinate this service and the location to which the apparatus shall be towed.

Parts Inventory

The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City's fire apparatus and ambulances. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 10%. Contractor shall show proof of mark-up on invoice.

Tires

The City has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the City. The Contractor's role in tire replacement is to recommend when tire replacement is necessary.

Contractor-Furnished Parts

The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- Part Number;
- Part Description; and
- Unit Price of Part.

Core Accounting

The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to West Covina Fleet Services Coordinator.

Warranty Repairs

The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. West Covina Fleet Services Coordinator shall communicate the warranty status of all apparatus. The Contractor shall notify West Covina Fleet Services Coordinator when a warranty repair is required and work with Fleet Services Coordinator to determine the best course of action. The West Covina Fleet Services Coordinator will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor.

Contractor Repair Warranty

The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding \$1,000.

Original Equipment Manufacturer (OEM)

Warranty if the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account.

Warranty Claims

The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of West Covina Fleet Services Coordinator.

Quarterly Meetings

The Contractor shall conduct quarterly meetings to discuss work performed during the previous quarter. Contractor shall provide work summaries for all work performed during the previous quarter. The meetings will be held at the West Covina Public Services Maintenance Yard located at 825 S. Sunset Ave., West Covina, CA 91790.

EXHIBIT B
FEE SCHEDULE

QUOTE FORM

Rate for all items listed in this request for quotes to be inclusive with all labor, shop fees, management fees, and environmental fees as described in Section 7 Scope of Services of the Standards Specifications, and all other items as listed in the specifications.

Rate for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning as described above.

Standard hourly rate: \$ 105.00

Overtime hourly rate: \$ 157.00

Rate for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning. Vendor to provide written description of emergency conditions, procedures and hours for applications of stated rates.

Emergency hourly rate: \$ 157.00

Parts Markup 20 % (indicate publication & price base (i.e. wholesale, dealer cost, list cost, etc.)

Emergency Vehicle Group, Inc.
Vendor company name

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
SOUTH COAST EMERGENCY VEHICLE SERVICE, INC.
FOR
FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE & REPAIR**

THIS AGREEMENT is made and entered into this 18th day of February, 2020 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and "SOUTH COAST EMERGENCY VEHICLE SERVICE, INC.", a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City for Fire Apparatus and Heavy Equipment Maintenance and Repair, as more fully described herein; and

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

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

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

E. WHEREAS, Consultant responded to the City's Request for Proposals dated December 17, 2019, 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 the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation **shall have no minimum and shall not exceed One Hundred Thousand Dollars (\$100,000) a year.**

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on **February 18, 2023**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

- (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. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Gary Luna who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

South Coast Emergency Vehicle
Service
2020 S. Baker Ave
Ontario, CA 91761
Tel: (909) 930-2278
Email: gluna@southcoastfire.net
Attn: Gary Luna

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8789
Email: damartinez@westcovina.org
Attn: Daniel Martinez

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONSULTANT



Kevin M. Nowell
President and Chief Financial Officer

Date: 4/7/20

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Risk Management

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the West Covina Fire, Rescue and Emergency fleet of fire apparatus and ambulances plus heavy equipment. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, Contractor personnel performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or CFM/EVT (Fire Apparatus) certification. All services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service, timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

Facilities and Work Sites

The Contractor shall perform services including inspection, maintenance, testing and repair at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a City worksite without prior approval from the Fleet Services Coordinator. The Contractor warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

Fire Apparatus and Ambulance Security

The Contractor is responsible for the security of any units in its custody. The Contractor is responsible for all costs associated with correcting damage while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus/vehicles shall be stored inside.

Contractor's Service Truck

The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of fire apparatus, ambulances or heavy equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

Maintenance Scheduling and Completion

The West Covina Fleet Services Coordinator shall contact the Contractor to schedule apparatus/heavy equipment due for service. The location at which services will be performed shall be determined between the West Covina Fleet Services Coordinator and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the West Covina Fleet Services Coordinator with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

Notifications and Communication

It shall be the responsibility of the West Covina Fleet Services Coordinator to notify affected City worksites and station personnel of scheduled service of apparatus/heavy equipment. In the event the contractor must pick up a piece of apparatus/heavy equipment at a City worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). If the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

Inspection and Maintenance Completion

The Contractor is responsible for the timely inspection and maintenance of the City's fire apparatus, ambulances, and heavy equipment and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the City that the Contractor have readily available any routine parts fluids, testing equipment, etc. that may be required to complete Quarterly, Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City apparatus/heavy equipment.

The West Covina performance standards for completing various work activities are as follows:

1. Quarterly Inspection and Preventative Maintenance: Performed at the Contractor's facility, services shall be completed within twenty-four (24) hours which includes pick-up and return of the apparatus. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

2. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Contractor's facility unless prior arrangements are made with the West Covina Fleet Services Coordinator. Annual Inspection, Testing and Preventative Maintenance services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
3. Priority Repairs: If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
4. Non-Priority Repairs: Non-priority repairs shall be resolved within five (5) business days upon notification to the Contractor. The Contractor and the LCFR Apparatus Officer will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

The following establishes the level of services to be provided by the Contractor.

The Contractor shall work with the City's Fleet Services Coordinator to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus, ambulance or heavy equipment that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

1. Quarterly Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
2. Quarterly Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
3. Semi-Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
4. Semi-Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

5. Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
6. Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
7. Annual Performance and Certification Testing.

Priority Repairs

Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

Non-Priority Repairs

Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non-Priority Repairs will be approved by West Covina Fleet Services Coordinator and handled by the Contractor during normal business hours.

Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the West Covina Fleet Services Coordinator.

Anytime services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test City apparatus. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

1. Date services were performed;
2. Name of the technician that performed the services;
3. Location where services were performed;
4. Vehicle Number;
5. Apparatus Manufacturer;
6. Apparatus Make; Apparatus Model
7. Manufacturer Job Number or Serial Number;
8. Odometer Reading In;
9. Odometer Reading Out; and
10. Engine Hours

VEHICLE MAINTENANCE AND REPAIR

The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus and ambulances included in this Contract as directed by the Fleet Services Coordinator. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Fleet Services Coordinator.

Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus and ambulances safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and transmission fluid and, if requested by Fleet Services Coordinator, coolant.

Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus, ambulance or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

Repair and Replacement

Repair is the work necessary to restore a fire apparatus, ambulance or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract.

Major Repairs

All major repairs not performed by the Contractor shall be performed by a repair facility authorized by the manufacturer to perform such work. Re-Assembly the Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts. Repair Approvals the Contractor shall have specific pre-approval

from the West Covina Fleet Services Coordinator prior to completing repairs. In obtaining approval, the Contractor shall advise the Fleet Services Coordinator of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate shall include the following: • Estimated time • Parts cost • Part numbers

Modifications

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the West Covina Fleet Services Coordinator. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before City approval.

Apparatus or Equipment Damage

No accident damage may be repaired until the Contractor receives written authorization from the City. Any damage noted by the Contractor during an inspection shall be immediately reported to the West Covina Fleet Services Coordinator. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

Repair Facilities

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to West Covina Fleet Services Coordinator. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

City Inspections

The Contractor shall advise the West Covina Fleet Services Coordinator within one (1) hour of the completion of repairs or replacements on any fire apparatus or ambulance. The Fleet Services Coordinator reserves the right to send a representative to perform a quality control acceptance inspection of all equipment repairs or replacements.

EMERGENCY CALL RESPONSE FOR PRIORITY REPAIRS

General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

Emergency Contact

The Contractor shall have an individual accessible by telephone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Contractor will provide the West Covina Fleet Services Coordinator with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and breakdown requests for equipment at a City facility.

Wrecker Service

The City has existing contractual agreements in place with area wrecker services. If an apparatus requires wrecker service, the City shall coordinate this service and the location to which the apparatus shall be towed.

Parts Inventory

The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City's fire apparatus and ambulances. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 10%. Contractor shall show proof of mark-up on invoice.

Tires

The City has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the City. The Contractor's role in tire replacement is to recommend when tire replacement is necessary.

Contractor-Furnished Parts

The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- Part Number;
- Part Description; and
- Unit Price of Part.

Core Accounting

The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to West Covina Fleet Services Coordinator.

Warranty Repairs

The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. West Covina Fleet Services Coordinator shall communicate the warranty status of all apparatus. The Contractor shall notify West Covina Fleet Services Coordinator when a warranty repair is required and work with Fleet Services Coordinator to determine the best course of action. The West Covina Fleet Services Coordinator will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor.

Contractor Repair Warranty

The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding \$1,000.

Original Equipment Manufacturer (OEM)

Warranty if the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account.

Warranty Claims

The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of West Covina Fleet Services Coordinator.

Quarterly Meetings

The Contractor shall conduct quarterly meetings to discuss work performed during the previous quarter. Contractor shall provide work summaries for all work performed during the previous quarter. The meetings will be held at the West Covina Public Services Maintenance Yard located at 825 S. Sunset Ave., West Covina, CA 91790.

EXHIBIT B
FEE SCHEDULE

QUOTE FORM

Rate for all items listed in this request for quotes to be inclusive with all labor, shop fees, management fees, and environmental fees as described in Section 7 Scope of Services of the Standards Specifications, and all other items as listed in the specifications.

Rate for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning as described above.

Standard hourly rate:

\$ 125.00/HR

Overtime hourly rate:

\$ 130.00/HR

Rate for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning. Vendor to provide written description of emergency conditions, procedures and hours for applications of stated rates.

Emergency hourly rate:

\$ 130.00/HR

Parts Markup DEALER COST PLUS 25 % (indicate publication & price base (i.e. wholesale, dealer cost, list cost, etc.)

SOUTH COAST EMERGENCY VEHICLE SERVICE
Vendor company name

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
SOUTHERN CALIFORNIA FLEET SERVICES, INC.
FOR
FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE & REPAIR**

THIS AGREEMENT is made and entered into this 18th day of February, 2020 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and "SOUTHERN CALIFORNIA FLEET SERVICES, INC.", a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City for Fire Apparatus and Heavy Equipment Maintenance and Repair, as more fully described herein; and

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

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

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

E. WHEREAS, Consultant responded to the City's Request for Proposals dated December 17, 2019, 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 the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect

the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation **shall have no minimum and shall not exceed One Hundred Thousand Dollars (\$100,000) a year.**

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on **February 18, 2023**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

- (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. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Ron Madnick who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Southern California Fire Services
2855 Sampson Ave.
Corona, CA 92879
Tel: (951) 207-0719
Email: rmadnick@socalfleet.com
Attn: Ron Madnick

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8789
Email: damartinez@westcovina.org
Attn: Daniel Martinez

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

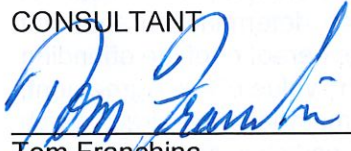
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONSULTANT



Tom Franchina
President and Chief Financial Officer

Date: 2-03-20

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Risk Management

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICE

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the West Covina Fire, Rescue and Emergency fleet of fire apparatus and ambulances plus heavy equipment. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, Contractor personnel performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or CFM/EVT (Fire Apparatus) certification. All services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service, timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

Facilities and Work Sites

The Contractor shall perform services including inspection, maintenance, testing and repair at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a City worksite without prior approval from the Fleet Services Coordinator. The Contractor warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

Fire Apparatus and Ambulance Security

The Contractor is responsible for the security of any units in its custody. The Contractor is responsible for all costs associated with correcting damage while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus/vehicles shall be stored inside.

Contractor's Service Truck

The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of fire apparatus, ambulances or heavy equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

Maintenance Scheduling and Completion

The West Covina Fleet Services Coordinator shall contact the Contractor to schedule apparatus/heavy equipment due for service. The location at which services will be performed shall be determined between the West Covina Fleet Services Coordinator and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the West Covina Fleet Services Coordinator with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

Notifications and Communication

It shall be the responsibility of the West Covina Fleet Services Coordinator to notify affected City worksites and station personnel of scheduled service of apparatus/heavy equipment. In the event the contractor must pick up a piece of apparatus/heavy equipment at a City worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). If the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

Inspection and Maintenance Completion

The Contractor is responsible for the timely inspection and maintenance of the City's fire apparatus, ambulances, and heavy equipment and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the City that the Contractor have readily available any routine parts fluids, testing equipment, etc. that may be required to complete Quarterly, Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City apparatus/heavy equipment.

The West Covina performance standards for completing various work activities are as follows:

1. Quarterly Inspection and Preventative Maintenance: Performed at the Contractor's facility, services shall be completed within twenty-four (24) hours which includes pick-up and return of the apparatus. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

2. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Contractor's facility unless prior arrangements are made with the West Covina Fleet Services Coordinator. Annual Inspection, Testing and Preventative Maintenance services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
3. Priority Repairs: If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
4. Non-Priority Repairs: Non-priority repairs shall be resolved within five (5) business days upon notification to the Contractor. The Contractor and the LCFR Apparatus Officer will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

The following establishes the level of services to be provided by the Contractor.

The Contractor shall work with the City's Fleet Services Coordinator to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus, ambulance or heavy equipment that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

1. Quarterly Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
2. Quarterly Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
3. Semi-Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
4. Semi-Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

5. Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
6. Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
7. Annual Performance and Certification Testing.

Priority Repairs

Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

Non-Priority Repairs

Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non-Priority Repairs will be approved by West Covina Fleet Services Coordinator and handled by the Contractor during normal business hours.

Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the West Covina Fleet Services Coordinator.

Anytime services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test City apparatus. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

1. Date services were performed;
2. Name of the technician that performed the services;
3. Location where services were performed;
4. Vehicle Number;
5. Apparatus Manufacturer;
6. Apparatus Make; Apparatus Model
7. Manufacturer Job Number or Serial Number;
8. Odometer Reading In;
9. Odometer Reading Out; and
10. Engine Hours

VEHICLE MAINTENANCE AND REPAIR

The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus and ambulances included in this Contract as directed by the Fleet Services Coordinator. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Fleet Services Coordinator.

Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus and ambulances safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and transmission fluid and, if requested by Fleet Services Coordinator, coolant.

Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus, ambulance or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

Repair and Replacement

Repair is the work necessary to restore a fire apparatus, ambulance or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract.

Major Repairs

All major repairs not performed by the Contractor shall be performed by a repair facility authorized by the manufacturer to perform such work. Re-Assembly the Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts. Repair Approvals the Contractor shall have specific pre-approval

from the West Covina Fleet Services Coordinator prior to completing repairs. In obtaining approval, the Contractor shall advise the Fleet Services Coordinator of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate shall include the following: • Estimated time • Parts cost • Part numbers

Modifications

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the West Covina Fleet Services Coordinator. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before City approval.

Apparatus or Equipment Damage

No accident damage may be repaired until the Contractor receives written authorization from the City. Any damage noted by the Contractor during an inspection shall be immediately reported to the West Covina Fleet Services Coordinator. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

Repair Facilities

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to West Covina Fleet Services Coordinator. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

City Inspections

The Contractor shall advise the West Covina Fleet Services Coordinator within one (1) hour of the completion of repairs or replacements on any fire apparatus or ambulance. The Fleet Services Coordinator reserves the right to send a representative to perform a quality control acceptance inspection of all equipment repairs or replacements.

EMERGENCY CALL RESPONSE FOR PRIORITY REPAIRS

General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

Emergency Contact

The Contractor shall have an individual accessible by telephone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Contractor will provide the West Covina Fleet Services Coordinator with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and breakdown requests for equipment at a City facility.

Wrecker Service

The City has existing contractual agreements in place with area wrecker services. If an apparatus requires wrecker service, the City shall coordinate this service and the location to which the apparatus shall be towed.

Parts Inventory

The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City's fire apparatus and ambulances. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 10%. Contractor shall show proof of mark-up on invoice.

Tires

The City has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the City. The Contractor's role in tire replacement is to recommend when tire replacement is necessary.

Contractor-Furnished Parts

The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- Part Number;
- Part Description; and
- Unit Price of Part.

Core Accounting

The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to West Covina Fleet Services Coordinator.

Warranty Repairs

The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. West Covina Fleet Services Coordinator shall communicate the warranty status of all apparatus. The Contractor shall notify West Covina Fleet Services Coordinator when a warranty repair is required and work with Fleet Services Coordinator to determine the best course of action. The West Covina Fleet Services Coordinator will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor.

Contractor Repair Warranty

The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding \$1,000.

Original Equipment Manufacturer (OEM)

Warranty if the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account.

Warranty Claims

The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of West Covina Fleet Services Coordinator.

Quarterly Meetings

The Contractor shall conduct quarterly meetings to discuss work performed during the previous quarter. Contractor shall provide work summaries for all work performed during the previous quarter. The meetings will be held at the West Covina Public Services Maintenance Yard located at 825 S. Sunset Ave., West Covina, CA 91790.

EXHIBIT B
FEE SCHEDULE

QUOTE FORM

Rate for all items listed in this request for quotes to be inclusive with all labor, shop fees, management fees, and environmental fees as described in Section 7 Scope of Services of the Standards Specifications, and all other items as listed in the specifications.

Rate for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning as described above.

Standard hourly rate: \$ 105.00

Overtime hourly rate: \$ 120.00

Rate for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning. Vendor to provide written description of emergency conditions, procedures and hours for applications of stated rates.

Emergency hourly rate: \$ 120.00

Parts Markup Cost +17.5% % (indicate publication & price base (i.e. wholesale, dealer cost, list cost, etc.)

Southern California Fleet Services, Inc.

Vendor company name

VALLEY POWER SYSTEMS AGREEMENT WILL

REPLACE THIS PAGE WHEN IT IS RECEIVED

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
LOS ANGELES TRUCK CENTERS, LLC, DBA VELOCITY TRUCK CENTERS
FOR
FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE & REPAIR**

THIS AGREEMENT is made and entered into this **18th day of February, 2020** ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and "**LOS ANGELES TRUCK CENTERS, LLC, DBA VELOCITY TRUCK CENTERS**", a California Corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City for Fire Apparatus and Heavy Equipment Maintenance and Repair, as more fully described herein; and

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

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

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

E. WHEREAS, Consultant responded to the City's Request for Proposals dated December 17, 2019, 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 the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation **shall have no minimum and shall not exceed One Hundred Thousand Dollars (\$100,000) a year.**

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on **February 18, 2023**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared

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

5.0. INSURANCE

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

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

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

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

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

- (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. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Louie Garcia who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Velocity Truck Centers
3006 Red Hat Ln
Whittier, CA 90601
Tel: (213) 272-5680
Email: lgarcia@vvgtruck.com
Attn: Louie Garcia

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8789
Email: damartinez@westcovina.org
Attn: Daniel Martinez

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF WEST COVINA,
A municipal corporation

David Carmany
City Manager

Date: _____

CONSULTANT



Bradley Fauvre, President

Date: 2-4-20



Bryan Kobus, Chief Financial Officer

Date: 2-4-20

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Risk Management

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICE

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the West Covina Fire, Rescue and Emergency fleet of fire apparatus and ambulances plus heavy equipment. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, Contractor personnel performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or CFM/EVT (Fire Apparatus) certification. All services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service, timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

Facilities and Work Sites

The Contractor shall perform services including inspection, maintenance, testing and repair at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a City worksite without prior approval from the Fleet Services Coordinator. The Contractor warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

Fire Apparatus and Ambulance Security

The Contractor is responsible for the security of any units in its custody. The Contractor is responsible for all costs associated with correcting damage while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus/vehicles shall be stored inside.

Contractor's Service Truck

The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of fire apparatus, ambulances or heavy equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

Maintenance Scheduling and Completion

The West Covina Fleet Services Coordinator shall contact the Contractor to schedule apparatus/heavy equipment due for service. The location at which services will be performed shall be determined between the West Covina Fleet Services Coordinator and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the West Covina Fleet Services Coordinator with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

Notifications and Communication

It shall be the responsibility of the West Covina Fleet Services Coordinator to notify affected City worksites and station personnel of scheduled service of apparatus/heavy equipment. In the event the contractor must pick up a piece of apparatus/heavy equipment at a City worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). If the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

Inspection and Maintenance Completion

The Contractor is responsible for the timely inspection and maintenance of the City's fire apparatus, ambulances, and heavy equipment and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the City that the Contractor have readily available any routine parts fluids, testing equipment, etc. that may be required to complete Quarterly, Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City apparatus/heavy equipment.

The West Covina performance standards for completing various work activities are as follows:

1. Quarterly Inspection and Preventative Maintenance: Performed at the Contractor's facility, services shall be completed within twenty-four (24) hours which includes pick-up and return of the apparatus. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

2. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Contractor's facility unless prior arrangements are made with the West Covina Fleet Services Coordinator. Annual Inspection, Testing and Preventative Maintenance services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
3. Priority Repairs: If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.
4. Non-Priority Repairs: Non-priority repairs shall be resolved within five (5) business days upon notification to the Contractor. The Contractor and the LCFR Apparatus Officer will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the West Covina Fleet Services Coordinator immediately.

The following establishes the level of services to be provided by the Contractor.

The Contractor shall work with the City's Fleet Services Coordinator to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus, ambulance or heavy equipment that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

1. Quarterly Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
2. Quarterly Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
3. Semi-Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
4. Semi-Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

5. Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
6. Annual Inspection and Preventative Maintenance – Light Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
7. Annual Performance and Certification Testing.

Priority Repairs

Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

Non-Priority Repairs

Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non-Priority Repairs will be approved by West Covina Fleet Services Coordinator and handled by the Contractor during normal business hours.

Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the West Covina Fleet Services Coordinator.

Anytime services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test City apparatus. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

1. Date services were performed;
2. Name of the technician that performed the services;
3. Location where services were performed;
4. Vehicle Number;
5. Apparatus Manufacturer;
6. Apparatus Make; Apparatus Model
7. Manufacturer Job Number or Serial Number;
8. Odometer Reading In;
9. Odometer Reading Out; and
10. Engine Hours

VEHICLE MAINTENANCE AND REPAIR

The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus and ambulances included in this Contract as directed by the Fleet Services Coordinator. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Fleet Services Coordinator.

Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus and ambulances safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and transmission fluid and, if requested by Fleet Services Coordinator, coolant.

Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus, ambulance or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

Repair and Replacement

Repair is the work necessary to restore a fire apparatus, ambulance or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract.

Major Repairs

All major repairs not performed by the Contractor shall be performed by a repair facility authorized by the manufacturer to perform such work. Re-Assembly the Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts. Repair Approvals the Contractor shall have specific pre-approval

from the West Covina Fleet Services Coordinator prior to completing repairs. In obtaining approval, the Contractor shall advise the Fleet Services Coordinator of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate shall include the following: • Estimated time • Parts cost • Part numbers

Modifications

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the West Covina Fleet Services Coordinator. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before City approval.

Apparatus or Equipment Damage

No accident damage may be repaired until the Contractor receives written authorization from the City. Any damage noted by the Contractor during an inspection shall be immediately reported to the West Covina Fleet Services Coordinator. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

Repair Facilities

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to West Covina Fleet Services Coordinator. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

City Inspections

The Contractor shall advise the West Covina Fleet Services Coordinator within one (1) hour of the completion of repairs or replacements on any fire apparatus or ambulance. The Fleet Services Coordinator reserves the right to send a representative to perform a quality control acceptance inspection of all equipment repairs or replacements.

EMERGENCY CALL RESPONSE FOR PRIORITY REPAIRS

General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

Emergency Contact

The Contractor shall have an individual accessible by telephone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Contractor will provide the West Covina Fleet Services Coordinator with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and breakdown requests for equipment at a City facility.

Wrecker Service

The City has existing contractual agreements in place with area wrecker services. If an apparatus requires wrecker service, the City shall coordinate this service and the location to which the apparatus shall be towed.

Parts Inventory

The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City's fire apparatus and ambulances. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 10%. Contractor shall show proof of mark-up on invoice.

Tires

The City has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the City. The Contractor's role in tire replacement is to recommend when tire replacement is necessary.

Contractor-Furnished Parts

The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- Part Number;
- Part Description; and
- Unit Price of Part.

Core Accounting

The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to West Covina Fleet Services Coordinator.

Warranty Repairs

The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. West Covina Fleet Services Coordinator shall communicate the warranty status of all apparatus. The Contractor shall notify West Covina Fleet Services Coordinator when a warranty repair is required and work with Fleet Services Coordinator to determine the best course of action. The West Covina Fleet Services Coordinator will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor.

Contractor Repair Warranty

The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding \$1,000.

Original Equipment Manufacturer (OEM)

Warranty if the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account.

Warranty Claims

The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of West Covina Fleet Services Coordinator.

Quarterly Meetings

The Contractor shall conduct quarterly meetings to discuss work performed during the previous quarter. Contractor shall provide work summaries for all work performed during the previous quarter. The meetings will be held at the West Covina Public Services Maintenance Yard located at 825 S. Sunset Ave., West Covina, CA 91790.

EXHIBIT B
FEE SCHEDULE

QUOTE FORM

Rate for all items listed in this request for quotes to be inclusive with all labor, shop fees, management fees, and environmental fees as described in Section 7 Scope of Services of the Standards Specifications, and all other items as listed in the specifications.

Rate for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning as described above.

Standard hourly rate: \$ 125.00

Overtime hourly rate: \$ 165.00

Rate for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning. Vendor to provide written description of emergency conditions, procedures and hours for applications of stated rates.

Emergency hourly rate: \$ 165.00

Please note that we will provide a price list upon request. We will offer a List Price Discount Percentage. On OE Proprietary Parts List Less 34% On Aftermarket Parts List Less 63%

Parts Markup _____% (indicate publication & price base (i.e. wholesale, dealer cost, list cost, etc.)

Lo Angeles Truck Centers, LLC

dba: Velocity Truck Centers

Vendor company name



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF PURCHASE ORDERS FOR AUTO PARTS, TIRES AND FLEET SERVICES

RECOMMENDATION:

It is recommended that the City Council approve the following purchase orders (PO) as reflected in the table below for Fiscal Year (FY) 2019-20:

| Vendor | PO | PO Amount | Requested Increase | New PO Total Amount |
|---------------------------------|----------|-----------|--------------------|---------------------|
| Daniels Tire Service Corp | 20-00042 | \$25,000 | \$30,000 | \$55,000 |
| Firestone Tire & Service Center | 20-00102 | \$30,000 | \$30,000 | \$60,000 |
| Pep Boys Corp | 20-00078 | \$25,000 | \$30,000 | \$55,000 |

DISCUSSION:

The Fleet Services Coordinator is responsible for the maintenance and repair of all vehicles and apparatus in the West Covina Fire, Police, and Public Services fleet. Ongoing repair and preventative maintenance keep all vehicles and apparatus functioning and performing at their best. The fleet section maintains purchase orders with various vendors to expedite maintenance and repairs. The purchase orders were awarded based on cooperative purchasing through Sourcwell and NASPO contracts. Both offer its members purchasing contracts that are competitively bid nationally to enable contracted suppliers and member agencies to work smarter and more efficiently and bring considerable value to member agencies.

Fleet services provides maintenance, repairs and tires for 245 vehicles and apparatus, many of which accumulate up to 7,000 miles a quarter, requiring an extreme amount of preventative maintenance. This has caused purchase orders to be near or at \$30,000 and will continue to rise as this fiscal year progresses. In accordance with the West Covina's purchasing policies and procedures, Council approval is required for purchase orders when the aggregate fiscal year spending for a vendor is anticipated to exceed \$30,000.

OPTIONS:

The City Council has the following options:

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

Prepared by: Mike Cresap Public Services Superintendent

Fiscal Impact**FISCAL IMPACT:**

The funds are budgeted as part of the Fiscal Year 2019 - 20 budget. The funds for these parts and repairs are annually budgeted in account 365.61.4170.6325 and 365.61.4170.6329.

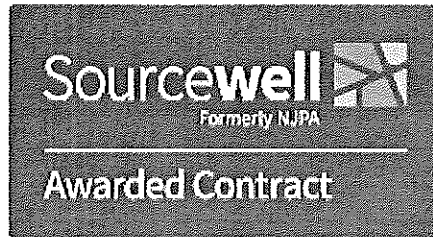
Attachments

Attachment No. 1 - Sourcewell Goodyear Tires & Related Equipment, Supplies & Services Contract #102517-GTC

Attachment No. 2 - NASPO Bridgestone America Tire Operations, LLC Contract #19102

Attachment No. 3 - Sourcewell Auto Plus-Pep Boys Fleet Services, Parts & Equipment Contract #062916-PEP

CITY COUNCIL GOALS & OBJECTIVES: Enhance Public Safety



Goodyear

Tires & Related Equipment & Services

#102517-GTC

Maturity Date: 11/27/2021

Contract Documents



Contract Documents

Tires and Related Equipment, Supplies, and Services

Contract #102517-GTC

Effective 11/27/2017 - 11/27/2021

Contract Documentation

- Request for Proposal (RFP) (485.98 KB)
- Contract Forms (649.12 KB)
- Contract Acceptance & Award (66.18 KB)

Competitive Solicitation Documentation

- Affidavit of Advertisement (1.62 MB)



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES

RFP Opening

OCTOBER 26, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #102517

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #102517 TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES. Details of this RFP are available beginning September 14, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 25, 2017 at 4:30 p.m. Central Time at the above address and opened October 26, 2017 at 8:30 a.m. Central Time.

RFP Timeline

| | |
|--|---|
| September 14, 2017 | Publication of RFP in the print and online version of <i>USA Today</i>, in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. |
| October 4, 2017 10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference. |
| October 18, 2017 | Deadline for RFP questions. |
| October 25, 2017 4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| October 26, 2017 8:30 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

Proposal Opening Record

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Date of opening: October 26, 2017

The public opening of all responses received to the Request For Proposal #102517 for the procurement of TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES was witnessed by the following individuals:

Carol Jackson, NJPA
James Voelker, NJPA
Sheila Christoffersen, NJPA
Kelly McAllister, NJPA
Chris Robinson, NJPA

Responses were received from the following:

ARI Phoenix, Inc. – received 10/24/17 at 11:49:17 AM

Proposer deemed responsive

Bridgestone Americas, Inc – received 10/25/2017 at 2:15:22 PM

Proposer deemed responsive

Form C not signed

Certificate of insurance – not provided

Excel Tire Gauge – received 10/25/2017 at 2:15:32 PM

Proposer deemed responsive

Certificate of insurance – not provided

Hankook Tire America Corporation – received 10/24/2017 at 11:49:23 AM

Proposer deemed responsive

MagicGPS, LLC – received 10/23/2017 at 10:06:38 AM

Proposer deemed responsive

Certificate of insurance – provided; limits below required amount

The Goodyear Tire & Rubber Company – received 10/19/2017 at 11:57:57AM

Proposer deemed responsive

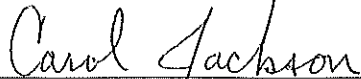
Certificate of insurance – not provided – self-insured retention in excess of required amount

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.



Chris Robinson, Procurement Manager, NJPA



Carol Jackson, Procurement Analyst III, NJPA

Contract Award
RFP #102517

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

The Goodyear Tire & Rubber Company

Company Name: _____ Date: October 1, 2017

Company Address: 200 Innovation Way

City: Akron State: OH Zip: 44316

Contact Person: Jeff Goedenow Title: Contract Manager

Authorized Signature:  _____
Andy Traicoff
(Name printed or typed)

ATTEST:


Assistant Secretary



FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 102517-GTC

Proposer's full legal name: The Goodyear Tire & Rubber Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

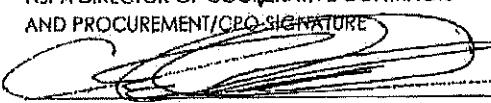
The effective date of the Contract will be November 27, 2017 and will expire on November 27, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 22, 2017

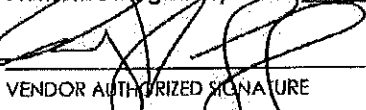
NJPA Contract # 102517-GTC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name The Goodyear Tire & Rubber Company

Authorized Signatory's Title Vice President Sales and Customer Development NA



VENDOR AUTHORIZED SIGNATURE

Andy Traicoff
(NAME PRINTED OR TYPED)

Executed on 12-16, 2017

NJPA Contract # 102517-GTC

NASPO ValuePoint

PARTICIPATING ADDENDUM**TIRES, TUBES AND SERVICES**

Led by the State of Iowa.

State of Utah Contract #: MA210

Master Agreement #19102

Contractor: **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**Participating Entity: **STATE OF UTAH**Participating Entity Contract #: **MA210**

The following products or services are included in this contract portfolio:

- Tires, Tubes and Services.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Tires, Tubes and Services** led by the State of Iowa for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: Prices and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #19102. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Administrative Fee: The Administrative Fee will be 1% and will apply to all purchases (net of any returns, credits, or adjustments) made under this PA.
5. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement #19102 applies to this PA. The State of Utah Standard Terms and Conditions for Goods and Services shall have precedent and any conflicting provisions between the NASPO ValuePoint Master Agreement Terms and Conditions and the State of Utah Standard Terms and Conditions shall be resolved in favor of the State of Utah Standard Terms and Conditions. The State of Utah Standard Terms and Conditions have been attached to the end of this Participating Addendum and are hereby incorporated by reference.
6. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

PARTICIPATING ADDENDUM**TIRES, TUBES AND SERVICES**

Led by the State of Iowa.

State of Utah Contract #: MA210

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|--|---|
| Participating Entity: | Contractor: Bridgestone Americas Tire Operations LLC |
| Signature: <i>Christopher Hughes</i> Christopher Hughes (Apr 12, 2019) | Signature: <i>Gregg Trosper</i> |
| Name: Christopher Hughes | Name: Gregg Trosper |
| Title: Director of Purchasing | Title: Manager Gov & Military Sales |
| Date: Apr 12, 2019 | Date: 4/8/19 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|--------------------------------------|----------------------------|
| Cooperative Development Coordinator: | Shannon Berry |
| Telephone: | 775-720-3404 |
| Email: | sberry@naspovaluepoint.org |

**Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.**

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor and its Independent Dealers are solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, except as set forth in the Master Agreement, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **RESERVED**
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement by the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. Notwithstanding the foregoing, Contractor shall be paid in full for all Procurement Items delivered prior to the termination of such purchase order.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **RESERVED**
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.
- Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division which approval will not be unreasonably conditioned, delayed, or withheld.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its material contractual requirements and material obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) debar/suspend Contractor from receiving future contracts from the Division; or (iv) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions,

44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care; provided that any required indemnification will be in accordance with the Master Agreement.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract and the Master Agreement constitute the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised February 28, 2019)

Attachment B

- a. **Liability insurance:** a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury; and, \$3,000,000 general aggregate.
- b. **Workers' compensation and employer's liability:** a certificate of insurance evidencing Dealer is complying with any applicable State Workers' Compensation or Employers Liability Insurance requirements.
- c. **Garage liability including Garage Keepers Legal Liability:** a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

3. HOLD HARMLESS

The Dealer shall release, protect, indemnify and hold the State and its officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims arising from acts or omissions of the Dealer, its employees or subcontractors or volunteers.

4. CONTRACT WITH MANUFACTURER

The Dealer agrees to abide by the terms and conditions of the Contract between the Manufacturer and the State resulting from State of Iowa Request for Proposal 1118005083.

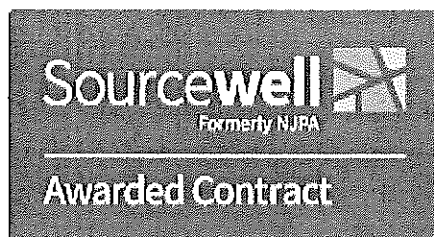
IN WITNESS WHEREOF, the authorized representative of the Dealer signs and agrees to the terms of this Agreement.

Dealer

Signature

Date

Name and Title of Signer
(Type or Print)



Auto Plus-Pep Boys

Fleet Services, Parts & Equipment

#062916-PEP

Maturity Date: 09/06/2020

Products & Services



Products & Services

Sourcewell contract 062916-PEP gives access to the following types of goods and services:

- Parts
- Service and Repair
- Tires
- VMI Services
- Tools and Equipment

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

AUTOMOTIVE AND TRUCK REPLACEMENT PARTS AND TIRES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

JUNE 30, 2016

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #062916

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #062916 AUTOMOTIVE AND TRUCK REPLACEMENT PARTS AND TIRES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning May 19, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 29, 2016 at 4:30 p.m. Central Time at the above address and opened June 30, 2016 at 8:00 a.m. Central Time.

RFP Timeline

| | |
|--|---|
| May 19, 2016 | Publication of RFP in the print and online version of <i>USA Today</i>, in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. |
| June 15, 2016 10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference). |
| June 22, 2016 | Deadline for RFP questions. |
| June 29, 2016 4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| June 30, 2016 8:00 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218) 895-4144.

Proposal Opening Witness

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Date of opening: July 14, 2016

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #062916 for the procurement of AUTOMOTIVE AND TRUCK REPLACEMENT PARTS AND TIRES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Proposals are evaluated first on Level-One responsiveness, then on the other criteria included in the RFP. Level-One responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

AAP, Inc. – received 7/6/16 at 9:31am

Proposer deemed responsive

Auto Plus – Pep Boys – received 7/13/16 at 12:03pm

Proposer deemed responsive

Automotive Distribution Network, LLC – received 7/13/16 at 12:03pm

Proposer deemed responsive

Balcrank Corporation – received 7/11/16 at 11:09am

Proposer deemed responsive

Form C – not provided

Form D – not provided

Form F – not provided

Insurance certificate – not provided

Electronic copy – not provided

Bridgestone Americas Tire Operations, LLC – received 7/13/16 at 11:31am

Proposer deemed responsive

Proposer provided enough information to adequately evaluate the response

Form C – no detail provided

Form D – edits to form language

Form F – not signed

Insurance certificate – not provided

Electronic copy – not provided

Dakota Diesel Service – received 7/13/16 at 12:03pm

Proposer deemed responsive

Form F – not provided

Factor Motor Parts – received 7/13/16 at 11:32am

Proposer deemed responsive

Genuine Parts Co. dba NAPA – received 7/12/16 at 11:21am

Proposer deemed responsive

Hahn Automotive Whse: dba Nu-Way Auto Parts – received 6/29/16 at 2:42pm

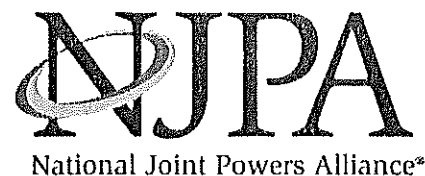
Proposer deemed responsive

Insurance certificate – not provided

O'Reilly Auto Enterprises, LLC DBA O'Reilly Auto Parts – received 7/12/16 at 11:21am

Proposer deemed responsive

www.njpacoop.org




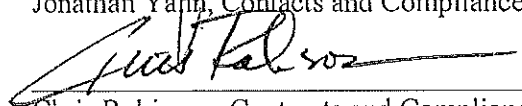
The Goodyear Tire & Rubber Company – received 7/12/16 at 12:42pm
Proposer deemed responsive

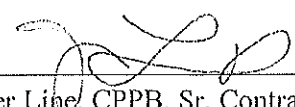
202 12th Street NE
P.O. Box 219
Staples, MN 56479

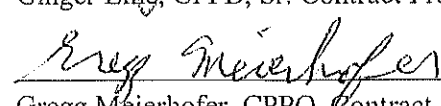
Level-One responsive proposers with any missing documentation must provide it within a reasonable period in order to remain responsive.

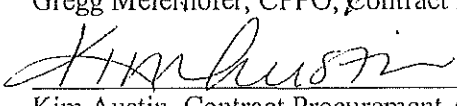
WITNESSES:

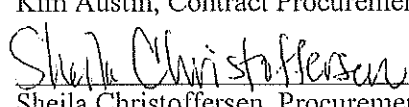

Jonathan Yahn, Contracts and Compliance Manager, NJPA


Chris Robinson, Contracts and Compliance Lead Analyst, NJPA


Ginger Line, CPPB, Sr. Contract Procurement Analyst, NJPA


Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA


Kim Austin, Contract Procurement Analyst, NJPA


Sheila Christoffersen, Procurement Support Specialist, NJPA

Contract Award
RFP #062916

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**AUTOMOTIVE AND TRUCK REPLACEMENT PARTS AND TIRES WITH RELATED EQUIPMENT,
ACCESSORIES, AND SERVICES**

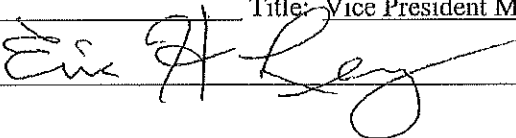
In compliance with the Request for Proposal (RFP) for AUTOMOTIVE AND TRUCK REPLACEMENT PARTS AND TIRES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Auto Plus – Pep Boys Date: July 11, 2016

Company Address: 901 N. Lenola Rd

City: Moorestown State: NJ Zip: 08057

Contact Person: Rick Levy Title: Vice President Major Accounts

Authorized Signature:  Eric H. Levy
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

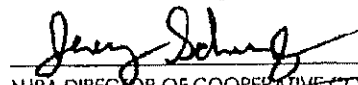
NJPA Contract #: 062916-PEP

Proposer's full legal name: Auto Plus-Pep Boys

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be September 6, 2016 and will expire on September 6, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremey Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on September 6, 2016

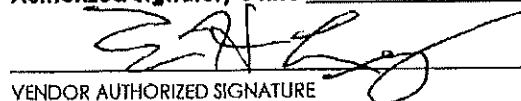
NJPA Contract # 062916-PEP

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name IEH AUTO PARTS dba AUTO PLUS AUTO PARTS and THE PEP BOYS - MANNY, MOE & JACK

Authorized Signatory's Title VICE PRESIDENT MAJOR ACCOUNTS


VENDOR AUTHORIZED SIGNATURE

ERIC H. LEVY
(NAME PRINTED OR TYPED)

Executed on 9/7, 2016

NJPA Contract # 062916-PEP