



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**JUNE 4, 2024, 7:00 PM
REGULAR MEETING**

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

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

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 JUNE 4, 2024, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor Bruce MacLean from Christ Community Church

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Wu

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Recognizing National Gun Violence Awareness Day
- Proclamation Recognizing Chiari Malformation

CITY MANAGER'S REPORT

City Manager's report on current City projects.

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.

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.

- 1) **CONSIDERATION OF APPROVAL OF THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

That the Council approve the May 21, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the May 21, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

FINANCE DEPARTMENT

- 2) **CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25**

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

RESOLUTION NO. 2024-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025

POLICE DEPARTMENT

3) CONSIDERATION OF AGREEMENT WITH COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL

It is recommended that the City Council authorize the City Manager execute a new City-County Municipal Services Agreement with the County of Los Angeles for the provision of animal care and control services by the Department of Animal Care and Control for a term of July 1, 2024 through June 30, 2029.

PUBLIC SERVICES

4) CONSIDERATION OF THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ALLISON MECHANICAL, INC.

It is recommended that the City Council authorize the City Manager to execute the Third Amendment to the Contract Services Agreement with Allison Mechanical, Inc. providing for a month-to-month extension of the agreement.

5) CONSIDERATION OF AWARD OF CONTRACT TO MERCHANTS LANDSCAPE SERVICES, INC. FOR REQUEST FOR PROPOSAL NO. 202402 - LANDSCAPE AND MAINTENANCE SERVICES FOR CIVIC CENTER AND CITY PARKS

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

1. Award the contract for Request for Proposal (RFP) No. 202402 for landscape and maintenance services for the Civic Center and City parks to Merchants Landscape Services, Inc.
2. Authorize the City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. for landscape and maintenance services for the Civic Center and City parks, for an initial term of three (3) years, with the option to extend for two (2) additional one (1) year periods, in an amount not to exceed \$5,499,356 (\$879,897 annually plus 25% for additional work as approved by the City Manager).
3. Authorize the City Manager to approve change orders and amendments to the agreement, provided that Merchant Landscape Services, Inc.'s total compensation does not exceed \$5,499,536.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

6) CONSIDERATION OF 2024 CITY COUNCIL GOALS

City Council consideration and approval of the 2024 City Council Goals: 1) Protect Public Safety, 2) Address Homeless Issues, 3) Enhance City Image and Effectiveness, 4) Maintain Good Intergovernmental Relations, 5) Achieve Fiscal Sustainability and Financial Stability, 6) A Well-Planned Community, 7) Expand Economic Development Opportunities, 8) An Accessible Community, and 9) A Creative and Active Community

FINANCE DEPARTMENT

7) **CONSIDERATION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

It is recommended that City Council approve the Fiscal Year 2024-25 Operating and Capital Improvement Program Budget by adopting the following resolution:

RESOLUTION NO. 2024-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024-25

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

June 18, 2024

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: June 4, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

RECOMMENDATION:

That the Council approve the May 21, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the May 21, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 5/21/2024 Closed Session Minutes Draft

Attachment No. 2 - 5.21.2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MAY 21, 2024, 6:00 PM
REGULAR MEETING - CLOSED SESSION**

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

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

MINUTES

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Calderón Tabatabai on Tuesday, May 7, 2024, at 6:05 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

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

Absent: None

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney, Stephanie Sikkema, Finance Director and Interim Human Resources and Risk

Management Director, Betsy Martyn, Cole Huber, Michael L. Wroniak, Collins & Collins LLP. and S. Henslee Smith, Law Office - S Henslee Smith.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

CLOSED SESSION

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

1. Steven Berdin v. City of West Covina (WCAB Marina del Rey ADJ16743443)

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(2)

Number of Cases: Three (3)

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Morales, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT

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

ADJOURNMENT

A motion to adjourn the Regular Closed Meeting was made by Mayor Calderón Tabatabai, and the meeting was adjourned at 7:00 p.m. The next regularly scheduled

Regular Closed City Council Meeting will be held on Tuesday, June 4, 2024, at 7:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

Lisa Sherrick
Assistant City Clerk

Brian Calderón Tabatabai
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MAY 21, 2024, 7:00 PM
REGULAR MEETING**

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

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

MINUTES

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

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Brian Calderón Tabatabai on Tuesday, May 21, 2024, at 7:05 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

INVOCATION

Led by Chloe Soto Salis with an introduction by Matthew Teutimez, Tribal Members of the Gabrieleño Band of Mission Indians Tribal Government, Kizh Nation.

PLEDGE OF ALLEGIANCE

Led by Councilwoman Diaz

ROLL CALL

Present: Council Members Cantos, Diaz, Lopez-Viado Mayor Pro Tem Wu, Mayor Calderón Tabatabai

Absent: None

REPORTING OUT FROM CLOSED SESSION

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

PRESENTATIONS

- Certificates of Recognition for Students at Orangewood Elementary School.
- Proclamation Recognizing National Public Works Week May 19 - May 25, 2024.
- Proclamation Recognizing Asian American and Pacific Islander Heritage Month.
- Presentation on Licensed and Unlicensed Facilities in Single Family Zone.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker

John Shewmaker
R. Robinson
Lorraine Cardenas
Bill Slaninko
Bill Elliot
Isabel Fulmer
Doug Fore

CONSENT CALENDAR

ACTION: Motion by Councilwoman Diaz and Second by Councilwoman Lopez-Viado, 5-0 to: Approve Consent Calendar Items 1-4 and 6. (Item 5 was pulled for discussion by Mayor Calderón Tabatabai and item 7 was pulled by Councilman Cantos).

ACTION: Motion by Mayor Calderón Tabatabai and Second by Councilman Cantos, 5-0 (No: Cantos): Approve Consent Calendar Item 5 (Item 5 was pulled for discussion by Mayor Calderón Tabatabai).

ACTION: Motion by Councilman Cantos and Second by Councilwoman Diaz, 2-3 (No: Lopez-Viado, Wu, and Calderón Tabatabai): to move the budget to June 18th and hold an additional Budget Workshop (Item 3 was pulled for discussion by Councilman Cantos).

ACTION: Motion by Mayor Pro Tem Wu, and Second Councilwoman Lopez-Viado by 3-2 (No: Cantos, Diaz): Approve Consent Calendar Item 7 (Item 3 was pulled for discussion by Councilman Cantos).

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE MAY 7, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 7, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

Carried 5-0 to: Approve the May 7, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the May 7, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

COMMUNITY DEVELOPMENT

2) CONSIDERATION OF FINAL PARCEL MAP NO. 83155 LOCATION: 2539 EAST GARVEY AVENUE NORTH SUBDIVIDER: BENTLEY REAL ESTATE, LLC

Carried 5-0 to: Adopt the following resolution:

RESOLUTION NO. 2024-8 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 83155 AT 2539 EAST GARVEY AVENUE NORTH

3) CONSIDERATION OF LIST OF FISCAL YEAR 2024-2025 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Carried 5-0 to: Adopt the following resolution:

RESOLUTION NO. 2024-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING A LIST OF FISCAL YEAR 2024-2025 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

FINANCE DEPARTMENT

4) CONSIDERATION OF SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2023

Carried 5-0 to: Receive and file the Single Audit Report on Federal Award Programs for the year ended June 30, 2023.

5) ANNUAL REVIEW OF FINANCIAL POLICIES

Carried 5-0 to: Adopt the following resolutions:

RESOLUTION NO. 2024-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA STATEMENT OF INVESTMENT POLICY

RESOLUTION NO. 2024-27– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE FUND BALANCE POLICY

6) CONSIDERATION OF PROPOSITION A EXCHANGE WITH FOOTHILL TRANSIT

Carried 5-0 to: Approve the following:

1. Exchange of \$3,000,000 in Proposition A Local Return funds for \$2,250,000 in general funds with Foothill Transit; and
2. Authorize the City Manager to execute the Assignment Agreement with Foothill Transit, in substantially the form as attached and in such final form as approved by the City Attorney.

7) CONSIDERATION OF COMMUNITY FEEDBACK REGARDING PROPOSED FISCAL YEAR 2024-25 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET

Carried 3-2 to: Receive and file feedback from the Community Budget Workshops and, if applicable, provide direction regarding any changes to the Proposed Fiscal Year 2024-25 Operating and Capital Improvement Program Budget.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY CLERK'S OFFICE

8) CONSIDERATION OF APPOINTMENT TO THE AUDIT COMMITTEE

ACTION: Motion by Councilwoman Lopez-Viado and Second by Mayor Pro Tem Wu, 5-0 to: Appoint Rafael Castellon to the City's Audit Committee to serve a two-year term and if he is not available to appoint Jazlyn Rodriguez to serve a two-year term.

MAYOR/COUNCILMEMBERS REPORTS

- Councilman Cantos spoke regarding his trip to ICSC and thanked staff for their effort in maximizing time.
- Mayor Calderón Tabatabai spoke regarding his trip to ICSC and also thanked our City Manager on the relationships she has in the business community.
- City Manager Morales spoke regarding possible news at Eastland Center and praised elected officials for attending.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Councilman Cantos asked the City Manager to instruct the Police Chief to investigate an increase in graffiti activity. - No objection.
- Mayor Pro Tem Wu mentioned space behind a car wash that needs attention due to an encampment. – No objection.

CITY COUNCIL COMMENTS

- Mayor Pro Tem Wu thanked Council Members and staff who attended ICSC.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Councilman, and the meeting was adjourned at 8:44 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, May 21, 2024, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Brian Calderón Tabatabai
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 4, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

RECOMMENDATION:

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

RESOLUTION NO. 2024-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025

BACKGROUND:

Article XIII B of the California Constitution imposes an appropriations limit on units of state and local governments. In response to a perception that government spending was increasing without any controls, in 1979, the voters passed Proposition 4, "The Gann Initiative," which is now included in the California Constitution as Article XIII B. This article limits the amount of appropriations (related to tax proceeds) that state or local governments can establish each year.

The appropriations of tax proceeds excludes revenues from the following sources:

- Special Benefit Assessments
- Licenses and Permits
- Franchise Fees
- Developer Fees
- Fines, Forfeitures and Penalties
- Other Governmental Restricted Revenues
- Gas Taxes
- User Fees

The following revenue sources are subject to the appropriations limit:

- Property Taxes
- Sales and Use Taxes
- Business License Taxes
- Transient Occupancy Taxes
- Other Taxes

Appropriations for debt-financed capital outlays (e.g., the Civic Center, Cameron Community Center, Golf Course and Big League Dreams bonds) are not subject to the limit.

Pursuant to Article XIII B and its implementing legislation, the annual appropriations limit must be calculated by adjusting the prior year's appropriation limit for changes in the cost of living and population growth. Each year, the City must calculate the limit using the following formula:

Fiscal Year 2023-2024 Appropriation Limit

$$\begin{aligned} & \times \text{ Cumulative Growth Factor (1)} \\ & = \text{ Current Year Appropriation Limit} \end{aligned}$$

(1) Inflation change factor (change in California per capita income from the preceding year or change in the local assessment roll from the preceding year due to the addition of non-residential new construction) multiplied by population change factors (change in population for either the City or the County).

Factors are calculated using the following formula

$$(\text{Percentage Change} + 100) / 100 = \text{Factor}$$

DISCUSSION:

The City may choose one of the following factors to use for inflationary adjustment: (a) the growth in California per capita personal income from the preceding year, or (b) the growth in the non-residential assessed property valuation due to new construction within the City. For change in population, the City may choose to use either: (a) the change in population within the City, or (b) the change in population within the County. These two adjustment factors (one for inflation and one for population) are both annual elections for the City in determining its appropriations limit for the following Fiscal Year.

For the Fiscal Year (FY) 2024-25 calculation, the City is electing to use the change in population within the City as its population change factor, and the growth in California per capita personal income as its inflation factor, as detailed in Attachment No. 1. Such selections must be reflected in the recorded vote of the City Council per the requirements of Article XIII B and California Government Code section 7901. Therefore, the resolution (Attachment No. 2) reflects such selections.

Based on the formula outlined above, staff calculated the FY 2024-25 appropriations limit for the City of West Covina to be \$257,272,509. The City's proceeds from taxes are projected at \$66,582,900, which is less than the appropriations limit.

Documentation used in the establishment of the appropriations limit is available for public inspection in the Finance Department.

LEGAL REVIEW:

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

Prepared by: Maria-Luisa Olea, Assistant Finance Director

Attachments

Attachment No. 1 - Appropriations Limit Calculation Fiscal Year 2024-25

Attachment No. 2 - Resolution No. 2024-29

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

APPROPRIATIONS LIMIT CALCULATION

Article XIII B of the State Constitution, commonly referred to as the "Gann Limit", was adopted when California's voters approved Proposition 4 in November 1979. The limit has been modified by two subsequent initiatives-- Proposition 98 in 1988 and Proposition 111 in 1990--but its basic framework remains in place today.

Article XIII B places an annual limit on the appropriation of tax proceeds that can be made by the state, school districts and local governments in California. These limits are based on the amount of appropriations in the 1978-79 "base" year, as adjusted each year for population growth and cost-of-living factors. State and local governments are precluded from retaining any "excess revenues" above the limit. Article XIII B also requires the state to reimburse local governments for the cost of certain state mandates. The limit is different for every agency and changes each year.

For Fiscal Year 2024-25, the estimated tax proceeds appropriated by the West Covina City Council are under the limit. The Appropriations Limit for Fiscal Year 2024-25 is \$257,272,509. This amount is the maximum amount of tax proceeds the City is able to appropriate and spend in Fiscal Year 2024-25. The appropriations subject to the limit are \$66,582,900 leaving the City with an appropriations capacity under the limit of \$190,689,609.

APPROPRIATIONS LIMIT CALCULATION - FISCAL YEAR 2024-25

Part I - Calculation of Appropriations Limit

Appropriations Limit - Fiscal Year 2023-24:	\$ 246,689,528
Change in Per Capita Personal Income (3.62%)	1.0362 ^(a)
Change in City Population (0.65%):	<u>1.0065 ^(a)</u>
Calculation of Growth Factor (1.0362 x 1.0065)	<u>1.0429</u>
Appropriations Limit - Fiscal Year 2024-25:	<u><u>\$ 257,272,509</u></u>

Part II - Appropriations Subject to the Limit

Proceeds from Taxes	\$ 66,582,900
Less: Debt Service Payments	<u>-</u>
Total Appropriations Subject to the Limit	<u><u>\$ 66,582,900</u></u>

Part III - Calculation of Appropriations Over/Under the Limit

Appropriations Limit - Fiscal Year 2024-25:	\$ 257,272,509
Less: Appropriations Subject to Limitation	<u>(66,582,900)</u>
Total Appropriations Under the Limit	<u><u>\$ 190,689,609</u></u>

^(a) Source: State of California, Department of Finance, Price and Population Information, May 2024

RESOLUTION NO. 2024-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, DETERMINING AND
ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2024-2025**

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, pursuant to Article XIII B of the California Constitution and California Government Code section 7910, the City Council must, by resolution, establish its appropriations limit and make other necessary determinations for the upcoming fiscal year, which commences July 1, 2024 and ends June 30, 2025; and

WHEREAS, pursuant to Article XIII B, as amended, and California Government Code provisions implementing Article XIII B, the total annual appropriations limit must be calculated by adjusting the prior year's appropriations limit for changes in the cost of living and population growth; and

WHEREAS, pursuant to Section 8(e) of Article XIII B, to determine the change in the cost of living, the City may select, by a recorded vote of the City Council, either (a) the percentage change in California per capita personal income from the preceding year, or (b) the percentage change in the local assessment roll from the preceding year due to the addition of non-residential new construction in the City; and

WHEREAS, pursuant to Section 8(f) of Article XIII B and Section 7901(b) of the California Government Code, the City may, by a recorded vote of the City Council, choose to use the percentage change in population within the City or within the County of Los Angeles to determine the change in population; and

WHEREAS, Section 7910 of the California Government Code requires that the City make the documentation used in the determination of the appropriations limit publicly available at least fifteen (15) days prior to the meeting; and

WHEREAS, the City Council has elected to utilize the percentage change in California per capita income from the preceding year of 3.62% to calculate the change in cost of living, and the population percentage increase for the City of West Covina of -0.65% to calculate the change in population; and

WHEREAS, such documentation was made available for public inspection at least fifteen (15) days prior to June 4, 2024.

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

SECTION 1. The appropriations limit for the City of West Covina for Fiscal Year 2024-2025 is established in the amount of \$257,272,509.

SECTION 2. The City Council, by recorded vote of the City Council in adopting this Resolution, selects and determines that, for purposes of establishing the appropriations limit for Fiscal Year 2024-2025, “change in the cost of living” shall be the percentage change in California per capita income from the preceding year.

SECTION 3. The City Council, by recorded vote of the City Council in adopting this Resolution, selects and determines that, for purposes of establishing the appropriations limit for Fiscal Year 2024-2025, “change in population” shall be the population increase for the City of West Covina.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 4th day of June, 2024.

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-29 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of June, 2024, 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: June 4, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

**SUBJECT: CONSIDERATION OF AGREEMENT WITH COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager execute a new City-County Municipal Services Agreement with the County of Los Angeles for the provision of animal care and control services by the Department of Animal Care and Control for a term of July 1, 2024 through June 30, 2029.

BACKGROUND:

On February 2, 2021, the City Council approved a Municipal Services Agreement with the County of Los Angeles Department of Animal Care and Control for the provision of animal care and control services through June 30, 2024. To continue these services, a new agreement is needed.

DISCUSSION:

In June 2023, the County of Los Angeles Department of Animal Care and Control gathered feedback from its service cities using a survey. This new agreement (see Attachment No. 1) has been reviewed by staff and details the animal care and control services that will be provided from July 2024 through June 2029.

For this new contract, several additions and revisions were made to the language, mostly updating administrative functions between Animal Control and the City to streamline process, information sharing, and records keeping. Billing rates have also increased for services as stated in Attachment C. The services provided by Animal control have remained unchanged, to include a full service shelter, 24-hour response, and County licensing of animal-related facilities within the City.

LEGAL REVIEW:

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

OPTIONS:

The options available to the City Council include:

1. Approve the staff recommendation, or
2. Provide alternative direction.

Prepared by: Ken Plunkett, Police Captain

Additional Approval: Richard Bell, Chief of Police

Fiscal Impact

FISCAL IMPACT:

Based on the City's population, the annual base rate for 2023-24 is \$80,920. The rest of the costs are charged by the service in accordance with the City-County Municipal Services Billing Rates. Animal intake accounts for the majority of the City's expenses, followed by field services. The charges for these services fluctuate based on demand, which varies.

The table below shows the actuals for the past two years, the current year estimate, the proposed budget for next year, and an estimate for the duration of the contracted period.

	FYE 2022 Actual	FYE 2023 Actual	FYE 2024 Estimate	FYE 2025 Proposed Budget	FYE 2026	FYE 2027	FYE 2028	FYE 2029
Revenue	64,529	78,915	88,000	88,581	93,010	97,661	102,544	107,671
Expenditures	616,781	719,932	901,000	852,000	894,600	939,330	986,297	1,035,611
Revenue less Expenditures	-\$552,252	-\$641,018	-\$813,000	-\$763,419	-\$801,590	-\$841,669	-\$883,753	-\$927,940

The County increases their rates annually, with notice typically given in June for the upcoming fiscal year.

Attachments

Attachment No. 1 - LA County Animal Control 2024-29 Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety



Marcia Mayeda, Director

February 12, 2024

Ms. Paulina Morales
Acting City Manager
1444 West Garvey Avenue S
West Covina, CA 91790

Dear Ms. Morales:

**NEW MUNICIPAL SERVICES AGREEMENT FOR
ANIMAL CARE AND CONTROL SERVICES
FISCAL YEARS 2024-29**

We hope this message finds you well. We would like to inform you that the current five-year City-County Municipal Services Agreement (the "Agreement") for animal care and control services is set to expire on June 30, 2024. We are pleased to inform you the new Agreement for Fiscal Year 2024-2029 has now been finalized and is available for your review and signature.

New City-County Municipal Services Agreements

As part of our commitment to maintaining effective collaboration, the County of Los Angeles (County) Department of Animal Care and Control (Department) took proactive steps to ensure that the new Agreement reflects the needs and input of our partner cities. On October 16, 2023, we sent a draft of the new Agreement to your city for review and input, and on June 26, 2023, we conducted a survey to gather valuable feedback from our partnered cities to inform the development of this Agreement. We are immensely grateful for the feedback received; it played a pivotal role in shaping the Agreement.

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

Revisions to the Agreement are summarized below:

City-County Municipal Services Agreement		
Revision Type	Section	Explanation
Added	Section 2.3 The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.	Per City requests, grants cities the autonomy to distribute materials pertaining to animal care and control services, if approved by the Department.
Added	Section 3.2 In the event of a dispute between the Parties about the desired or approved content of the SLR, the dispute will be handled in accordance with Paragraph 2.2 of this Agreement.	Further clarifies the process for disputes relating to services defined in the Service Level Request (SLR).
Added	Section 3.4 The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.	Removes the need for cities to resubmit a new SLR each time there is a contact update. This is to help streamline the process for contract cities and remove the burden of unnecessary steps.
Added	Section 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.	Helps ensure consistency between city ordinances and what is listed on the SLR document.
Revised	Sections 4.5 and 4.6 Changed the order of Sections 4.5 and 4.6.	Changed to improve the flow of the content

Revised	Section 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.	Further clarifies the language on the termination of the Agreement and the responsibilities of each party.
Revised	Section 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.	Helps clarify the notification process and makes electronic signatures allowable for any notices or correspondence related to the Agreement.
Revised	Section 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through an email from the City.	Allows cities to update the contact information on their SLR via an email confirmation, thereby removing the requirement to resubmit a new SLR each time a contact needs to be updated.

This table lists the Department's revisions to Attachment A - Description of Services:

Attachment A – Description of Services		
Revision Type	Section	Explanation
Updated	Throughout the document.	Updated general language throughout to align with current Department practices and vernacular. Examples include changing “impounded” to “admitted” and “shelter” to “animal care center.”
Added	Section III. Alternatives to Care Center Admissions and section on Managed Intake (please refer to Attachment A for the full language)	Provides language on the Department's philosophy of Managed Intake, implemented in 2020, and the services provided by the Department to prevent owner surrenders and to keep pets with their families.
Revised	Section IV. Individual Animal Licensing Services Pet owners may opt into a one- or three-year license option for their pets. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.	Updated language to include the three-year license option which was previously not available.
Added	Section IV. Individual Animal Licensing Services The Department's animal licensing services include: Maintaining the Rabies Vaccination Certificate tool database that scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.	Added the Department's new responsibility of maintaining records via the Rabies Vaccination Certificate tool.

Ms. Paulina Morales
February 12, 2024
Page 5

Revised	VI. Records Updated Government Code in relation to the Public Records Act	Updated for accuracy.
Added	VI. Records 12. Public Hours performed at a specific Animal Care Center	Added Public Hours report as a request option for cities

Please provide the signed agreement back by **May 31, 2024**. Your prompt attention will help ensure a seamless transition when the current Agreement expires on June 30, 2024, and the new Agreement takes effect on July 1, 2024, through June 30, 2029. We will make our best effort, based on our available capacity, to attend any necessary council meetings needed to execute the Agreement.

Should you have any questions, require further clarification, or wish to discuss any aspect of the Agreement, please do not hesitate to reach out to Mr. Bradley Kim of our Contracts and Grants Division at BKim@animalcare.lacounty.gov or (562) 379-9722.

We value your partnership and look forward to continuing our collaborative efforts in providing outstanding animal care and control services to your city. Thank you for your continued support and cooperation.

Sincerely,



MARCIA MAYEDA
Director

MM:DU:WD:BK:rke

s:\contract cities\ref docs\municipal services agreement (2024-29) 2.12.2024 final (template).docx

Enclosures

c: Animal Care Board Deputies
Chief Executive Office (David Korsak)

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF WEST COVINA

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF WEST COVINA ("the City"), together known as "the Parties," is made and entered into July 1, 2024, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and sections 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and an agreement between the Parties attempted. Each party must employ good-faith and reasonable efforts to reach an agreement. If an agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department. The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department, in cooperation with the City, will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request (SLR) form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the SLR will be handled in accordance with Paragraph 2.2 of this Agreement.
- 3.3 The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2 of this Agreement. Unless the City changes other provisions within the most recently executed SLR, it is not necessary to execute a revised SLR to reflect a billing rate change.
- 3.4 The City may at any time request a change in the level of service by completing a revised SLR, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. The Department reserves the right to approve or disapprove requests on the SLR in accordance with Section 3.1 of this Agreement.

Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.

- 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.
- 3.6 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services not otherwise specified in this Agreement.

4.0 PERFORMANCE OF CONTRACT

- 4.1 In performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in its performance of the services.
- 4.3 Any use of special supplies, stationery, notices, or forms, in other than standard Department format, must be approved by the Director of the Department, or his/her designee, and supplied by the City at its own cost.
- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location, or virtual meeting link, for all in-person and/or virtual meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to coordinate a virtual meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.6 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed. The Department will only attend these meetings to the extent that resources and capacity will allow.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current

billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one-hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the

other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either party to continue to seek a resolution.

- 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.
- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form.
- 8.4 The cost of any additional services requested and provided under the Agreement and not set forth in Attachment C, City-County Municipal Services Billing Rates form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) calendar days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) calendar days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount.
- 9.3 For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

- 9.4 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.5 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of County's intention to do so.

10.0 NOTICES

- 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing. Such notices or demands shall be mailed or emailed to the other Party's designated Primary Contact at the address provided in Attachment B, Service Level Request. Both Parties may update the designated addresses and contact persons by providing written notice to the other Party.

The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.

- 10.2 Notices to the County of Los Angeles must be addressed as follows:

For physical notices:

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Bradley Kim
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

For electronic notices:

BKim@animalcare.lacounty.gov

- 10.3 Notices to the City must be addressed to the contact person listed on the most recent SLR on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

- 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through a simple email confirmation from the City.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. Except as provided in Paragraphs 3.4 and 11.1, all changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department, or his/her designee, is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile or electronic copy), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF WEST COVINA

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director
Department of Animal Care and Control

Date _____

CITY OF WEST COVINA

By _____
City of West Covina, City Manager

Date _____

ATTEST:

By _____ Date _____
City Clerk

By _____ Date _____
City Attorney

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
David Beaudet
Senior Deputy, County Counsel

Date _____

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES

I. Animal Care Services

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

A. Standard Service Plan

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to

allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

The City may request that the Department provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license

enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community-based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

AND

THE CITY OF

FISCAL YEAR 2024-25 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☐ Full Service

Primary animal care center:

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

☐ No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

- ☐ Standard Service Plan
☐ Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations – as needed	☐ Yes ☐ No
Administrative Investigations – as needed (LACC Title 10, Chapter 37, Potentially Dangerous/Vicious Dogs)	☐ Yes ☐ No
Administrative Compliance (Post hearing compliance checks will be handled by DACC on City's behalf)	☐ Yes ☐ No

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ No Field Services

III. Individual Animal Licensing

- ☐ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- ☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	☐ \$40.00		
	☐ \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

- ☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

Please make a selection for each of the options below. For more information, you can view Attachment A, Description of Services, of your municipal services agreement or reach out to one of the contacts listed on Page 7 of this Service Level Request.

A. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

- ☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- ☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

B. Vaccination and Microchip Clinic(s)

- ☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- ☐ No vaccination or licensing clinic services.

C. Spay/Neuter Trust Fund

- ☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- ☐ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

- ☐ The City agrees to the enforcement of Title 10 with no exceptions.
- ☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
- ☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
- ☐ Dogs
 - ☐ Cats
- ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
- ☐ Dogs
 - ☐ Cats
- ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
- Dogs _____ Cats _____ Total of _____ dogs/cats
- ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
- ☐ Voluntary Cat Licensing
 - ☐ No Cat Licensing
- ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
- ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: _____

Telephone: _____

Address: _____

E-mail: _____

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY			
City Code Section No.	City Code Section Title	Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Bradley Kim
Title: Contracts and Grants Division Liaison
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 379-9722
E-mail: Bkim@animalcare.lacounty.gov

County Alternate Contact

Name: Jeffrey Martinez Flores
Title: Management Analyst
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 256-1363
E-mail: Jmartinez-flores@animalcare.lacounty.gov

City Primary Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

City Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

Note: A new Service Level Request submission is not needed if a city wishes only to update its contacts. For contact updates, an email notice will suffice.

VIII. Annual/Amended Service Request Approval

For the City:

Authorized City Representative
(Printed Name)

Authorized Signature
(Signature)

Date

Title

Telephone Number

For the County:

Marcia Mayeda
Director
Dept. of Animal Care and Control

Authorized Signature
(Signature)

Date

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
CITY-COUNTY MUNICIPAL SERVICES
BILLING RATES**

I. Billing Period

These billing rates are effective from July 1, 2023, through June 30, 2024, specifically for the City of West Covina.

II. Billing Rates

Animal Care Center Services	
Alternatives to Care Center Admissions (based on human population)	\$0.75 per capita annually
Shelter Services:	
Flat Rate for stray or relinquished dogs and cats	\$736.20 per impound
Daily Rate for dogs and cats of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	\$736.20 per impound and \$73.62 per day for days over 10
Animal License Field Enforcement per hour	\$106.20 per hour
Dog/Cat License Processing per license	\$5.37 per license
Field Services per hour for Full Field Service Cities	\$151.71 per hour
Field Services for Limited Field Service Cities:	
Basic rate during regular hours with 2-week notice	\$227.57 per hour
Rate for nights/weekends (Monday-Friday 7pm-7am, Saturday, Sunday, and County Holidays)	\$227.57 per hour, minimum callout charge of 4 hours
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	\$291.72 per hour
Production of reports in excess of contract allowance	\$134.72 per hour
Liability Trust Fund	
Liability Trust Fund	4.5 % of hourly rate*

*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

III. Billing Methodology for Care Center Services

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

A. Cost Allocation for Care Center Services

During the billing period, the costs of providing Care Center Services are allocated as follows:

1. Per dog and cat impounded:
 - a. A flat dog/cat impoundment rate is established annually based upon the costs of housing animals. The flat rate is billed for all dogs/cats housed, regardless of the actual length of stay, except as outlined in paragraph D below. During the billing period, the cost of care for dogs/cats in excess of capped days are subsidized, except as outlined in paragraph D below.
 - b. For dogs and cats impounded in circumstances described in paragraph D below, that are held beyond the length of stay captured in the flat rate, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. In addition to the flat rate charged for dogs/cats, the City will be billed at the daily rate for all days those animals are housed by the Department. Animals that are held in "legal hold" will not be subsidized.
2. Per capita fee based on the human population of the City
 - a. A per capita public service rate is established annually based upon time allocated to Public Service including: interaction, intervention, and outreach activities that are not directly related to the impoundment, care, and feeding of animals is allocated to the City on a per capita basis.

This allocation methodology applies costs for services as they relate to animal impounds and for services that do not relate directly to the impoundment, care, and feeding of animals. The ratio for allocation is based on staff time allocated to these activities.

B. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and are not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

C. Cost Offsets

The City will receive a credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

D. Billing for "Legal Hold" and Other Shelter Services:

Dogs and cats that are housed for a "legal hold" and other shelter services are billed at the flat impound rate until the stay exceeds the length of stay captured in the flat rate at which time a daily rate will be charged for the remainder of the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

“Legal Hold” and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals	Per applicable state law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status). Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period. Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.	Unlimited days
Special Intake:	Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter. Animals subject to the jurisdiction of the Coroner’s Office may be held until released by that Office. Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.	Unlimited days

Return to Owner Animals:	Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound, boarding, and private veterinary fees accruing up to the time of such redemption.	10 days
Abandoned Animals:	Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.	15 days



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 4, 2024

TO: Mayor and City Council

FROM:

SUBJECT: CONSIDERATION OF THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ALLISON MECHANICAL, INC.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the Third Amendment to the Contract Services Agreement with Allison Mechanical, Inc. providing for a month-to-month extension of the agreement.

BACKGROUND:

Allison Mechanical, Inc. (Allison) has been providing maintenance of heating, ventilation and air conditioning equipment at City facilities since July 1, 2019. The initial agreement included a term of 36 months, ending June 30, 2022, with the option to extend the term for up to two (2) additional one (1) year periods. The First Amendment extended the initial term of the agreement through June 30, 2023. The Second Amendment increased Allison's annual compensation for the 2022-2023 year and extended the term of the agreement through June 30, 2024.

DISCUSSION:

Staff will be issuing a Request for Proposals (RFP) for the services but does not expect to have this completed prior to the June 30, 2024 expiration date of the agreement. To ensure that there is no lapse in services, staff recommends that the City Council authorize the City Manager to execute the Third Amendment, which provides for a month-to-month extension of the agreement at the current monthly compensation rate of \$10,717.

Staff anticipates completing the RFP process and seeking Council authorization for award of a new agreement tentatively in September 2024.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Fiscal Impact

FISCAL IMPACT:

The monthly rate of \$10,717 has been included in the proposed FY2024-25 operating budget. While staff intends to have a new agreement awarded by September 2024, the table below assumes the rate over 12 months.

Account No.	Account Name	FY2024-25 Proposed Budget	Amount Requested	Balance
110.503.61.52.00.00.61.61300.	Service Contracts	\$475,650	\$128,604	\$347,046

Attachments

Attachment No. 1- Third Amendment

**THIRD AMENDMENT TO
CITY OF WEST COVINA
CONTRACT SERVICES AGREEMENT
FOR
MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT AT
23 LOCATIONS IN THE CITY OF WEST COVINA**

THIS THIRD AMENDMENT ("Amendment") is made and entered into as of June 4, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and ALLISON MECHANICAL, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract Services Agreement dated July 1, 2019 for Contractor to provide maintenance of heating, ventilation and air conditioning equipment at 23 locations in the City of West Covina (the "Agreement"); and

WHEREAS, Section 3.4 of the Agreement provides for an initial term of 36 months, ending June 30, 2022, with the option for City and Contractor to extend the term for up to two (2) additional one (1) year periods; and

WHEREAS, City and Contractor extended the term of the Agreement through June 30, 2023, through the First Amendment to the Agreement, dated June 30, 2022; and

WHEREAS, City and Contractor increased Contractor's annual compensation for the 2022-2023 year and extended the term of the Agreement through June 30, 2024, through the Second Amendment to the Agreement, dated June 12, 2023; and

WHEREAS, City and Contractor now desire to extend the term on a month-to-month basis; and

WHEREAS, City and Contractor further desire to amend the Agreement as set forth herein.

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

1. Commencing July 1, 2024, the term of the Agreement shall automatically extend for successive one (1) month periods until such time as either party terminates the Agreement.
2. Section 7.8 of the Agreement shall be deleted in its entirety and replaced as follows:

7.8 Termination. Either party may terminate this Agreement by giving at least thirty (30) days' written notice to the other party. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

If Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance, or commence to cure the default in accordance with Section 7.2. In the event that the Contractor fails to cure its default, or to commence to cure its default, within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

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

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

This Section shall govern over any conflicting provisions contained in Exhibit A, including, but not limited to, the provisions of Section 10 (Suspension and/or Cancellation of Contract).

3. Section 5.3 (Labor and Materials and Performance Bonds) of the Agreement shall be deleted in its entirety to remove the requirement for Contractor to provide bonds. Section 5.3 shall read:

5.3. Intentionally omitted.

4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

6. This Amendment 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. Delivery of an executed counterpart of this Amendment by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Amendment. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Amendment in a court of law based solely on the absence of an original signature.

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

CITY OF WEST COVINA

CONTRACTOR

Paulina Morales
City Manager

Don Allison
President

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Stephanie Sikkema
Acting Human Resources and Risk
Management Director



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 4, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO MERCHANTS LANDSCAPE SERVICES, INC. FOR REQUEST FOR PROPOSAL NO. 202402 - LANDSCAPE AND MAINTENANCE SERVICES FOR CIVIC CENTER AND CITY PARKS

RECOMMENDATION:

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

1. Award the contract for Request for Proposal (RFP) No. 202402 for landscape and maintenance services for the Civic Center and City parks to Merchants Landscape Services, Inc.
2. Authorize the City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. for landscape and maintenance services for the Civic Center and City parks, for an initial term of three (3) years, with the option to extend for two (2) additional one (1) year periods, in an amount not to exceed \$5,499,356 (\$879,897 annually plus 25% for additional work as approved by the City Manager).
3. Authorize the City Manager to approve change orders and amendments to the agreement, provided that Merchant Landscape Services, Inc.'s total compensation does not exceed \$5,499,536.

BACKGROUND:

The City of West Covina utilizes Merchants Landscape Services, Inc., (Merchants) to provide landscaping and maintenance services for the Civic Center and 16 City parks. These services include

- Mowing and edging of all turf areas
- General clean-up on a weekly basis
- Clean restrooms twice per day (morning & evening)
- Trimming and pruning of plants and shrubs
- Repair and maintenance of irrigation sprinkler and control systems are performed as needed
- Opening/closing restrooms plus cleaning and restocking at open/close
- Reporting facility issues and graffiti. Address graffiti 12" x 12" or smaller.
- Tot lot area maintenance, including equipment safety
- Trash containers maintenance
- Table and bench inspections
- Trash and debris clean-up

Merchants has been providing landscape maintenance services to the City since 2016.

DISCUSSION:

Staff issued a Request for Proposal (RFP) for landscape and maintenance services for the Civic Center and City parks on February 28, 2024 through the City's third-party website, Planet Bids.

A mandatory, pre-proposal meeting was held on March 7, 2024, which was attended by 15 landscape maintenance contractors. During the meeting, it was discussed that the Scope of Work under the new RFP includes significant changes, including annual renovation of approximately 20 acres of athletic turf located throughout athletic fields of the City parks. The scope does not include sportsplex fields due to different turf conditions at the facility.

On March 28, 2024, a total of 12 proposals were received from the following contractors:

Company	Location
Azteca Landscape	Corona, CA
BrightView Landscape Services, Inc.	Upland, CA
Greenfield Landscaping and Maintenance, Inc.	Hacienda Heights, CA
Greentech Landscape, Inc.	Whittier, CA
Marina Landscape, Inc.	Orange, CA
Mariposa Landscapes, Inc.	Irwindale, CA
Merchants Landscape Services, Inc.	Santa Ana, CA
New Generation Landscape Management, Inc.	San Bernardino, CA
Parkwood Landscape Maintenance Inc.	Van Nuys, CA
SDG Enterprises dba Four Seasons Landscaping	Van Nuys, CA
So Cal Land Maintenance Inc.	Anaheim, CA
Stay Green Inc.	Santa Clarita, CA

Public Works staff reviewed the proposals for completeness, understanding of scope of work, methodology, experience, and proposed cost and evaluated the proposals based on the following criteria:

Criteria	Max Points
Completeness of Proposal	20
Relevant Experience and Qualifications of Proposed Project Team	30
Capacity to Perform	30
Proposed Cost	20
Total	100

The results of the evaluations are summarized as follows:

Company	Average Score	Ranking
Merchants Landscape Services, Inc.	95	1
Mariposa Landscapes, Inc.	83	2
BrightView Landscape Services, Inc.	79	3
Parkwood Landscape Maintenance Inc.	78	4
Marina Landscape Inc.	76	5
Azteca Landscape	75	6
Greentech Landscape, Inc.	73	7
So Cal Land Maintenance Inc.	68	8
Stay Green Inc.	68	8
SDG Enterprises dba Four Season Landscaping	65	9
New Generation Landscape Management, Inc.	55	10
Greenfield Landscaping and Maintenance, Inc.	25	11

Based on the evaluation results, Merchants Landscape Services, Inc. was ranked number one. Staff recommends that the City Council award the contract to Merchants Landscape Services, Inc. and authorize the City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc., for an initial term of three (3) years, with the option to extend for two (2) additional one (1) year periods, in an amount not to exceed \$5,499,356 (\$879,897 annually plus 25% for additional work as approved by the City Manager).

A draft of the agreement with Merchants Landscape Services, Inc. is included as Attachment No. 1.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Renee M. G. Chavez

Fiscal Impact**FISCAL IMPACT:**

Funding has been included in the FY2024-2025 budget in General Fund account number 110.503.61.52.63.00.61.61300. The table below summarizes the monthly, annual, and five-year costs.

Montly Cost	Park Annual Renovation	Annual Cost	FY2024-25 Proposped Budget	5-Year Cost
\$66,821	\$78,045	\$879,897	\$1,190,000	\$4,399,485

Attachments

Attachment No. 1 - Draft of Agreement with Merchants Landscape Services, Inc.

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
A Creative and Active Community
A Well-Planned Community
Enhance City Image and Effectiveness

**CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
MERCHANTS LANDSCAPE SERVICES, INC.
FOR
LANDSCAPE AND MAINTENANCE SERVICES FOR CIVIC CENTER AND CITY PARKS**

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into as of July 1, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide landscape and maintenance services for the City's Civic Center and parks, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

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

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

E. Contractor responded to City's Request for Proposals No. 202402 dated February 28, 2024, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

1.2. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "public works" project

and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).
- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance Standards; Liquidated Damages.

- (a) Performance Standards. Contractor's performance of the work to be performed pursuant to this Agreement will be continuously evaluated by the Public Services Department. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, reviewing, sampling, conducting inspections, surveying, and assessing complaints.

Failure to perform work in accordance with the specifications of this Agreement is considered unacceptable. The Public Services Director, or his/her designee, may provide notice to Contractor of any deficiency, any incident of failure to comply with the specifications set forth in this Agreement or any other unsatisfactory performance.

Contractor shall immediately correct any deficiency, incident of failure to comply with the specifications, or unsatisfactory performance and shall explain to the Public Services Director, or his/her designee, in writing within seven (7) working days from the date of receipt of the notice of the deficiency, incident, or other unsatisfactory performance, how and when the performance will be returned to acceptable levels and Contractor's plans to ensure the unsatisfactory performance will be prevent in the future. After considering the deficiency, incident, or unsatisfactory performance, the Public Service Director, or his/her designee may excuse the deficiency, incident, or unsatisfactory performance or elect any remedy provided by this Agreement.

- (b) Liquidated Damages.

- (i) If Contractor fails to meet specified performance requirements, the City may, in lieu of other remedies provided by law or this Agreement, assess liquidated damages in the amounts set forth herein and deduct them from the next monthly payment to Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the City's acceptance of liquidated damages shall be construed to waive the City's right to reimbursement for damage to its property or indemnity against third party claims.

- (ii) The amounts of liquidated damages set forth herein have been set in recognition of the following circumstances existing at the time of formation of this Agreement:

- (1) All the time limits and acts required to be performed by Contractor are of the essence of this Agreement;

- (2) Contractor is experienced in the performance of the work required by this Agreement;
- (3) The Agreement contains a reasonable statement of the work to be performed in order that the expectations of the parties are realized. The expectation of City is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the work in accordance with the terms and conditions of this Agreement at the prices set forth in the fee schedule;
- (4) The parties are not under any compulsion to contract;
- (5) Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered in connection with award of this Agreement to Contractor; and
- (6) The liquidated damages specified herein represent a fair approximation of the damages the City would incur as a result of Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

(iii) Liquidated damages will be assessed as follows:

- (1) Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) for each calendar day that the Contractor fails to complete work in accordance with the agreed upon maintenance schedule. City will notify Contractor in writing within twenty-four (24) hours of a failure to provide services in accordance with the maintenance schedule.
- (2) If Contractor fails to meet any specification identified in Exhibit A, City will notify Contractor in writing of such failure within seventy-two (72) hours. Contractor shall cure the failure within seventy-two (72) hours of receipt of such notice. If such failure is not corrected within such twenty-four (24) hour period, Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per failure identified by City, per occurrence. City will assess liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per failure identified for each calendar day the failure continues until the performance failure is corrected to the City's satisfaction.
- (3) In addition to the amounts set forth above, the City may impose remedies in accordance with the Performance Requirements

Summary, attached hereto as Exhibit "C" and incorporated herein, if the performance criteria detailed therein is not met to acceptable standards as determined by the Public Services Director or his/her designee.

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

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

1.5. Compliance with Applicable Law. Contractor 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. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

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

1.7. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other 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.

1.8. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those

records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor in accordance with the fee schedule set forth in Exhibit B ("Fee Schedule"). City agrees to pay Contractor in the amount of Sixty-Six Thousand Eight Hundred Twenty-One Dollars (\$66,821.00) per month for landscape and maintenance services. City further agrees to pay Contractor in the amount of Seventy-Eight Thousand Forty-Five Dollars (\$78,045.00) per year for athletic field renovations. Contractor's total compensation shall not exceed Five Million Four Hundred Ninety- Nine Thousand Three Hundred Fifty- Six Dollars (\$5,499,356.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services unless the City Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. City will pay Consultant for approved additional services in accordance with the schedule of hourly rates and equipment fees set forth in Exhibit B. Contractor acknowledges and agrees that additional services must be approved in writing by the City Manager.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail the services performed and the date of performance. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence work on July 1, 2024 ("Work Commencement Date"). Contractor shall perform all services in strict compliance with the project schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within thirty (30) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

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

- (a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (a) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each accident.
- (b) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be

responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

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 CONTRACTOR:

Merchants Landscape Services, Inc.
1510 S. Lyon St.
Santa Ana, CA 92705
Tel: (714) 972-8200
Email: patrick@merchantslandscape.com
Attn: Patrick Healy

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8458
Email: rlerma@westcovina.org
Attn: Public Services Director

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

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

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

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

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

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

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

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

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

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

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree

with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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

6.15. 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.

6.16. 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.

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

6.18. 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.

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

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

6.21. 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.

6.22. 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.

6.23. 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.

6.24. 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.

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

Paulina Morales
City Manager

Date: _____

CONTRACTOR

Mark Brower
President

Date: _____

Donna Brower
Corporate Secretary

Date: _____

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Stephanie Sikkema
Acting Human Resources and Risk
Management Director

EXHIBIT A

SCOPE OF SERVICES

DRAFT

SCOPE OF SERVICES

CITY PARKS

1. General Scope

Furnish all labor, equipment, materials and supervision to perform landscape maintenance as described herein including, but not limited to the control of:

- Weeding and cultivating
- Fertilizing
- Trimming, pruning, training
- Hedging (where specified)
- Watering, manual watering-quick connects, manual hand watering-hose
- Irrigation system maintenance, repairs and replacement
- Mowing, edging
- Aerifying, slicing, and coring every year
- Pest control
- Dead plant removal and replacement
- Clean-up, sweeping, vacuuming, wash down hardscape areas
- Trash pick-up, clean-up and empty trash cans 7-days a week, replace liners as needed. All large items must be disposed of at the City Yard daily
- Clear trash enclosure surrounding areas three times a week.
- Overseeding and sodding
- Weed abatement, leaf removal
- Brush abatement
- Walks, fence, and wall, etc. repair / replacement, painting
- Haul, transport, carry, load, dump and/or drag soil replacement
- Leveling, grading, spreading, scraping, of topsoil, sand
- Provide contact with public and 24-hour emergency callout
- Uniforms

Special Note: The Contractor will be required to assign a sufficient number of technicians to the City as may be necessary to provide routine preventative maintenance to each park site. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00AM to 5:00PM, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours.

2. Work Areas/Sites

a) Aroma Parkette – 2201 Aroma Drive

(Total 0.69 acres)

Turf: 0.01 acres

Landscape & Hardscape: 0.68 acres

b) California Parkette– 815 S. California Avenue

(Total .16 acres)

Turf: .11 acres

	Landscape & Hardscape:	.05 acres
c)	Cameron Park – 1305 E. Cameron Avenue (Total 14.3 acres)	
	Turf:	4.65 acres
	Landscape & Hardscape:	9.70 acres
d)	Cortez Park, West Covina Senior Center, Fire Station #2 & single familydwelling – 2441, 2501 Cortez Street & 421 Citrus Street (Total 22 acres)	
	Turf:	11.67 acres
	Landscape & Hardscape:	8.53 acres
	Undeveloped lot:	1.80 acres
e)	Del Norte Park – 1500 W. Rowland Avenue (Total 8.3 acres)	
	Turf:	5.68 acres
	Landscape & Hardscape:	2.62 acres
f)	Friendship Park – 3740 S. Sentous Street (Total 6.0 acres)	
	Turf:	4.50 acres
	Landscape & Hardscape	1.50 acres
g)	Galster Park – 1620 Aroma Drive (Total 42.5 acres)	
	Turf:	1.00 acres
	Landscape & Hardscape:	1.50 acres
	Undeveloped:	40.00 acres
h)	Gingrich Park – 1935 Woodgate Drive (Total 8.0 acres)	
	Turf:	8.00 acres
i)	Heritage Park – 3510 E. Cameron Avenue (Total 14.2 acres)	
	Turf:	.50 acres
	Landscape & Hardscape:	1.00 acres
	Undeveloped:	12.70 acres
j)	Morganfield – 3200 Morganfield Avenue (Total 3.77 acres)	
	Turf:	2.77 acres
	Landscape & Hardscape	1.00 acres
k)	Orangewood Park – 1615 W. Merced Avenue (Total 8.3 acres)	
	Turf:	6.00 acres
	Landscape & Hardscape:	2.30 acres

- l) Palm View Park – 1340 E. Puente Avenue
(Total 7.9 acres)
Turf: 6.72 acres
Landscape & Hardscape: 1.18 acres
- m) Ridge Riders / Maverick Field – 350 S. Citrus Street
(Total 8.25 acres)
Undeveloped: 8.00 acres
Landscape & Hardscape: 0.25 acres
- n) Shadow Oak Park – 2121 Shadow Oak Drive
(Total 26.2 acres)
Turf: 6.00 acres
Landscape & Hardscape: 7.00 acres
Undeveloped: 13.2 acres
- o) Walmerado Park – 625 E. Merced Avenue
(Total 5.7 acres)
Turf: 4.28 acres
Landscape & Hardscape: 1.42 acres
- p) Woodgrove Park – 2001 S. Brentwood Drive
(Total 9.99 acres)
Turf: 6.37 acres
Landscape & Hardscape: 3.62 acres
- q) West Covina Sportsplex – 2100 S Azusa Avenue
(Total 31.95 acres)
Parking Lot Landscape: 1.03 acres
Perimeter Landscape: 30.92 acres

TOTAL APPROXIMATE ACREAGE IS 221 ACRES

Areas defined as within the boundaries of the above-listed City Parks and other areas. Sites description maps are located in separate document due to size.

3. Turf Areas

A. Soil Analysis/Fertilization:

Contractor shall perform a predetermined soil and tissue analysis from the turf and/or planter areas. Contractor shall be responsible for up to fifteen (15) different tests and three (3) water sample tests per calendar year.

Fertilization is a seasonal duty that is scheduled between the City Representative and Contractor in the scope of services.

When fertilizing a park or large turf area, apply in two directions (50% of the fertilizer in each direction) to ensure good coverage and eliminate striping.

Contractor will cover all area drains with plastic prior to applying granular fertilizer.

Contractor shall be responsible for watering-in all fertilizers after each application.

- B. Mowing equipment shall be approved prior to use and shall be maintained in good mechanical working order. Equipment will be maintained in order to provide the sharpest and cleanest cut of the individual grass blades. Contractor is required to collect or remove clippings from the site, during periods of heavy growth, Contractor will be required to crosscut or doublecut areas with heavy accumulations of clippings to further disperse cut grass for appearance if necessary. The use of recycling deck type mowers would further increase this need for crosscutting or double cutting in most cases. The Public Works Superintendent will approve type / style of mowing equipment and determine its proper usage at each park site. The approval of mowing equipment is subject to change as determined by the City.
- C. Mowing frequency shall be:

PARKS – Starting the second full week in March mowing will be completed once each week. This will continue through the spring, summer, and fall seasons. The final weekly mowing in the fall will occur the week prior to Thanksgiving week. Thirty-six (36) mowings through this period. Clippings to be collected when requested.

Starting the week after Thanksgiving week, the mowing schedule will start with one mowing every other week or on a fourteen-day schedule. This schedule will continue through March then back to the every week mowing schedule. Eight (8) mowings during the winter season.

ATHLETIC FIELDS – All fields located in the City Parks will be mowed once each week year-round – fifty-two (52) mowings each year. Clippings to be collected at each mowing and removed from the site.

As part of this RFP, the City is requesting the renovation of approximately 20.16 acres of turfgrass shall be performed 1 time per year. Median and Sports turf shall be the primary areas of service unless otherwise specified. Renovation shall be performed during the period between June and August. Turf renovation shall consist of aerification, vertical mowing (dethatching) and fertilization. Ruts, holes, low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process. This work may or may not be included in the awarded contract. The pricing schedule is a separate document to be completed.

The location of athletic fields are as follows: Cameron Park has one softball field; Del Norte Park has one youth baseball field; Orangewood Park has one soccer practice field and one full size game field; Palmview Park has one baseball field and one soccer field; Walmerado Park has one youth baseball ball field; Cortez has two youth baseball fields and one football field; Shadow Oak Park has two multi-purpose fields; and Friendship Park has one youth baseball field.

Football Field	= 1.30 Acres
Youth Baseball Field	= 0.75 Acres
Baseball Field	= 1.30 Acres
Soccer Field	= 2.42 Acres

In addition to mowing of general turf areas, trimming around sprinkler heads, obstacles and turf grass edges are routinely accomplished at the same frequency as the mowing schedule. This will include power edgers, nylon line trimmers and hand clipping where necessary. All sidewalk, curb, planting beds, pathways, or abrupt transition area adjacent to maintained turf will be edged every other week. Trim around trees keeping grass one foot away from the base of the trees using non-selective herbicides. Avoid the use of string trimmers around the base of trees. The City requires all turf areas will be cleaned of paper, glass and limbs immediately prior to the area being mowed by the Contractor. There are **approximately 70 acres of turf** to be mowed in City Parks.

The following guidelines for turfgrass height will be followed. Height should be maintained generally within the following ranges:

Hybrid Bermuda	= ½" to 1"
Bermuda, Kikuygrass	= 1" to 1 ½ "
Perennial Rye	= 1 ½" to 2 ½"
Tall Fescue	= 2" to 3"

- D. Contractor shall monitor irrigation as necessary to maintain proper growth rate and optimum appearance of all turf areas. Areas that are manually irrigated such as Valley Blvd. at Morganfield area will require manual irrigation weekly depending on seasonal weather changes throughout the year.
- E. Maintain all turf areas in a weed-free condition. Chemical control of broadleaf or grassy weeds will be initiated, when required by the City, on an as-needed basis in all City Parks and athletic fields. This weed control program will be included in the contract with no additional cost to the City.

Spot applications as needed of a broad spectrum herbicide may be required through the season as necessary to ensure the clearance and neatness of turf and weeds growing at the base of trees, at sprinkler heads, along fences around buildings and other miscellaneous locations within the parks. These spot treatments will be included in the contract with no additional cost to the City.

- F. Aerate all turf areas two, (2) times each year, between February 1st and March 1st and June 1st and July 1st of each year. Aerate turf by removing ½" diameter by 4" deep cores of sod with an aerator machine at not more than 6" spacing. Schedule and notify Maintenance Division prior to doing the work.
- G. Fertilize, all turf areas after aeration four (4) times per year using the following schedule. Apply at a rate of one (1) lb. of actual nitrogen per 1,000 square feet. City prior to application must inspect materials and monitor the entire application process. Nutrient and ferritization will be based on soil analysis. City may change the product specified and its discretion. Below is an example of potential applications:

April:	Best Turf Gold 22-5-5
June:	Best Turf Gold 22-5-5
September:	Best Turf Supreme 15-5-7

NOTE: The City, prior to application, must inspect materials on site and monitor the entire application process.

- H. Plant diseases, and insect control will be included as part of landscape maintenance services and will NOT be considered “extra work” within this contract. Pests including but not limited to insects, snails, etc. will be evaluated on an individual basis. City representative and Contractor shall meet to determine cause and treatment to provide a healthy environment for plants and public.

4. Trees

Annual tree pruning is not required in this contract. In the interest of public safety, pruning shall be performed on a monthly basis to provide the following:

- A. Remove any low growing, hanging, or broken branches.
- B. Removal of any branches lying on the ground.
- C. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs)
- D. Pruning shall include the cutting back of trees adjacent to roadway intersections.
- E. Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls, walkways, stairways, and turf areas. Roadways will require a minimum height clearance of fourteen (14) feet.
- F. Clear visibility shall be provided of all building signs and various signs posted. So that all signs are visible from a distance of one hundred (100) feet.
- G. Stake and support young trees when necessary and remove stakes within two (2) years.
- H. All guys and ties shall be checked frequently to avoid girdling.
- I. All olive trees shall be sprayed twice each spring (once flowers are in full bloom), at a fourteen (14) day interval to prevent fruit development.
- J. Dead or Diseased Trees – Contractor shall notify the City immediately when the following conditions are present:
 - 1. Trees appear to be on a decline for no apparent reason that is known to the Contractor.
 - 2. Trees are dead.
- K. All tree removals shall be performed as “extra work” in this contract and if requested the work would be completed in a safe and professional manner without damage to any other improvements. Contractor shall repair or replace any drainage items, irrigation equipment, or construction elements that were damaged by the tree removal process.

5. Shrubs At Any Height

The main goal in pruning most shrubs is to help them develop their natural beauty in the landscape. Shrubs do not need to be constantly pruned to create odd shapes, instead their natural form should be encouraged and allowed to develop. Shrubs should be allowed to grow into each other so that they form a mass planting, barrier, or screen. Any necessary pruning shall be done with thinning and shaping cuts, which allow plant materials to blend together in shrub masses characteristic of each individual species. Exceptions to this guideline include those shrubs:

- a) Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.
- b) Shrubs, which for security or view preservation reason, must be maintained at a low height.
- c) Shrubs in walkways are to be kept at a maximum height of 4 feet with a 1-foot skirt.
- d) Clearance trimming for proper irrigation head coverage.
- e) Clearance trimming for concrete slope drains.
- f) Any specific type of pruning determined by the City to correct any other condition that the City determines is necessary.
- g) Contractor shall remove and replace all dead shrubs at no additional cost of the City.

All shrubs shall be pruned back three feet to prevent the obstruction of walkways and driveways, fences, walls and shall be maintained clear from pedestrian and vehicular views, curbs and gutters, signage and utilities. When pruning shrubs along walkways, shearing should be avoided. Instead, shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle away from the sidewalk. Shrubs shall also be pruned to minimize blockage of irrigation head watering patterns. Spent flowers stalks, blooms, and dead growth shall be removed as needed to maintain a clean appearance in the landscape.

6. Irrigated Slopes and Ground Cover Areas

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance. Ground covers shall be trimmed a maximum of six inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, and shrub and vine trunks on a regularly scheduled basis or as needed. Ground covers shall not be trimmed vertically at these edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunk of trees and shrubs should be trimmed and maintained in a cleared circle of a maximum to twelve inches away from the base of trunks. The intent here is to not have large patches of bare, cleared soil out to the driplines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

- a) All slopes and ground cover areas shall have weeds removed / abated every two months. The Contractor, at no additional charge to the City may apply a broad-spectrum pre-emergent weed control, such as Surflan to shrub beds and ground cover beds and slopes to assist in the long-term control of such weeds.
- b) Nutshed, Bermudagrass, Morning Glory shall be spot treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped slope area at no additional cost to the City.
- c) Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas. Growth retardant, if properly applied, can be used.
- d) A weed is defined as an undesirable plant, which will be determined by the Public Works Superintendent.
- e) Dead flowers on all plants in planters will be removed as needed in order to keep a groomed appearance at all times.
- f) Landscape Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any necessary pesticide applications. The Contractor shall submit a monthly record to the County Agriculture Commissioner of all fungicides, insecticides, and herbicides used on this project. A copy of this submitted reports would be sent to the City representative at the Maintenance Division.
- g) Fertilization scheduled, irrigated landscape slopes and shrub bed areas:

April:	15-15-15 Best Triple Pro Fertilizer
October:	15-15-15 Best Triple Pro Fertilizer

NOTE: Nutrient and fertilization will be based on soil analysis. City may change the product specified at its discretion. The specification above is an example of potential applications. The City prior to application must inspect materials on site and monitor the entire application process.

7. Natural Areas (non-irrigated)

- 1. Annual weed abatement to occur between April 1st and May 31st. A second weed abatement period is required from September 1st through October 31st.
- 2. Keep weeds less than twelve inches in heights year-round.
- 3. A pre-emergent herbicide may be used in these areas, at no cost to the City.
- 4. A post-emergent non-selective herbicide may be used in these areas, at no additional cost to the City.
- 5. RIDGE RIDERS / MAVERICK FIELD area including perimeter access road will require four (4) weed abatements per year. March, June, September, and December.

8. Drainage

Landscape Area Drains:

Periodic inspections of landscape area drains shall take place as needed, with more frequent inspections occurring during the rainy season. The following maintenance is required by the Landscape Maintenance Contractor:

- a) Removal of soil, debris, and vegetation from grates.
- b) Skimming out soil from perimeter of drains to a depth of approximately one inch below grate inlet elevation.
- c) Removal of soil and debris from inside area drains.
- d) Flushing drain lines.
- e) Replacement of broken or damaged grates, drain inlet bodies, and drain lines.

Landscape Drainage Swales and Flow Lines:

All landscape areas shall have positive surface sheet flow drainage patterns to swales, which then direct the water to landscape area drains or paved surfaces with positive drainage. The landscape swales were formed precisely to insure positive surface drainage away from structures, walls, and other construction elements.

- 1) Periodic inspection of flow lines to insure their proper function.
- 2) In shrub areas, removal of soil, silt, vegetation, and other debris that may block the flow of water to the required area drain. Low spots that may hold water shall also be filled.

Bench Drains on Slopes:

Any concrete bench drains or swales that may be present on maintained slopes shall be inspected monthly for dirt or debris from erosion and cracks or damage to bench drains, which would obstruct intended water flow. Landscape Contractor shall remove all dirt and debris as needed. Landscape Contractor shall backfill the underside of the concrete bench drain as needed to control soil erosion. Any necessary repair work to bench drains, such as repairing or patching of cracks and damage shall be reported to the City representative and can be performed as an extra, by a concrete contractor, outside and separate from the landscape maintenance contract.

9. Irrigation

- a) All components of the irrigation system shall be maintained in proper working order, as per manufacture specification. Contractor shall inspect irrigation system weekly during regular maintenance activities for immediate concerns, such as broken and malfunctioning heads, and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery. More detailed inspections of system equipment and performance shall be conducted once per month throughout the year with a summary report recorded in the maintenance log located within the controller. The

maintenance log shall be discussed with the City representative once per month at the scheduled walkthrough/inspection. This shall comprise all irrigation components that includes but is not limited to backflow prevention devices, main pressure lines, lateral lines, sprinkler heads, pumps, controllers, valves, wiring and rain guards if installed.

- b) Contractor shall keep all backflow prevention devices within contract scope to include buildings and greenspace in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device test as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City. This contract includes all backflow preventers.
- c) Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and backflow devices shall be kept in a deep forest green if painted. City must approve color of paint prior to application.
- d) Irrigation controllers shall be kept in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- e) Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations.
- f) Bi-Monthly the Contractor shall make the following checks and adjustments to all sprinkler head operations to maintain proper coverage.

Rotaries and Impacts:

- 1. Clogged Nozzles
- 2. Plant Obstruction Pattern
- 3. Arc Coverage
- 4. Radius Adjustment
- 5. Pop-Up Action
- 6. Riser Seal Leaks
- 7. Set to Grade
- 8. Coverage-Pressure
- 9. Rotational Speed
- 10. Clogged Screens
- 11. Head Damage
- 12. Swing Joint Damage

Impacts Only:

- 1. Spring Tension
- 2. Bent or Mal-Adjusted Arm
- 3. Spoon, Breaker
- 4. Proper Reversing

- g) Contractor will make the following changes as needed, raising, lowering, moving or addition heads to provide adequate coverage of all landscape areas as needed. Riser height shall be adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.
- h) Contractor shall check all valves weekly for opening, closing completely, (weeping).
- i) Contractor shall stock high use items for repair of irrigation systems.

- j) Contractor shall replace components of irrigation system with approved type of material (brand and model), or substitutes approved by City.
- k) Contractor shall compile and maintain "as built" of all irrigation systems to include location and serial numbers of major components and furnish City on-going copies of these plans. As built drawings shall be given to the City upon termination of Agreement.
- l) For areas with drip systems, the contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45-PSI maximum. 25-PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs it is essential to flush the lines using the existing hose bib clean outs. A surveillance of the system should be made every other week checking for breaks, leaks and clogging.
- m) Contractor shall perform manual irrigation inspections during normal working hours. Walkways shall not be watered when pedestrian traffic is present. Irrigation systems shall be installed and adjusted to prevent water from spraying on pavement line, but not limited to driveways, houses, private property, parking areas, and streets. Where irrigation of general areas is controlled by automatic time clocks, they shall be watered between 9:00 PM and 6:00 AM.
- n) Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require contractor to change or reset the watering cycles at any time during the Agreement.
- o) Contractor shall notify the City immediately if any plant materials or grass appear to be wilting or stressed or if other problems develop from lack of water or over-watering, with reference to irrigation scheduling.
- p) Damage resulting from any cause shall be immediately reported to the Public Works Superintendent or his representative.
- q) The repair or replacement of any irrigation component such as valves; sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification from the Maintenance Division. The Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.
- r) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this Agreement and Contractor will not receive any additional compensation for this work.
- s) Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices and irrigation controllers only. Except as noted in item (t) below, compensation for all other costs is included in this Agreement, and Contractor will not receive any additional compensation for this work.

- t) Where it has been confirmed that damage is the result of outside forces or the result of construction being performed by another contractor working on a separate City project, Contractor shall submit an estimate of costs for correction to City. City may authorize repair by contractor, and is authorized, will pay for this work in the same manner as payments for "extra work."
- u) Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.
- v) Manual irrigation sets or areas hand watered with hoses will be scheduled seasonally. Scheduled watering days will change throughout the year. From 0 – 5 days per week is common with sets running from 10 – 60 minutes per set. The Public Works Superintendent or his representative will be sole judge as to the adequacy of irrigation applied.

10. Pesticides

- a) Contractor shall apply pesticides as needed to control, pests, weeds, and infestations, including, but not limited to insects, mites, snails and other invertebrates; vertebrates pest, rodents and squirrels; plant pathogens/fungi, molds, etc.; and weeds. Areas of infestation shall be treated immediately when authorized by the City unless a special time requirement is State Mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest free condition. Contractor shall perform applications of plant growth regulators only with permission by the City.
- b) Pesticide operations, where required, shall be supervised or performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the application of Restricted Use Pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of restricted materials shall comply with the following:

Contractor or its legally authorized subcontractor must complete an Application Restricted Materials Permit for possession and use with the Agricultural Commissioner's Office of the County of Los Angeles. All pesticide applications must be in accordance with a **Written Pesticide Recommendation** from a valid State of California Pest Control Advisor registered in Los Angeles County.
- c) Photocopies of all chemical applications - Restricted Materials Permits and current Written Pesticide Recommendations shall be furnished to City prior to possession or use of all pesticides / restricted materials.
- d) No Restricted Materials shall be stored on City property.
- e) Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public way.
- f) No spraying in City Parks when the public is present.

- g) Treated areas shall be posted as “not to be entered”, until spray has dried.
- h) A 48-hour notice of intent to use pesticides shall be provided to City.
- i) No spraying when wind exceeds five (5) miles per hour.
- j) Contractor shall comply with the State of California guidelines and legal requirements for handling and application of all pesticides.
- k) A photocopy of a Material Safety Data Sheet must be furnished to City for each pesticide use. This shall be on an approved form (US Department of Labor Form OSHA-20).
- l) Contractor shall provide the City of West Covina written recommendations by an Agricultural Pest Control Adviser registered to work in Los Angeles County, prior to making any pesticide applications at the beginning of each year that the Contract is in effect.

11. Cleaning

- a) Contractor shall maintain the contract area clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris, his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of his operations.
- b) Contractor shall keep all gutters, curbs, and walks adjacent to contract areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept once every other week after mowing. Contractor will keep sidewalks free of slime where constant runoff occurs. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be spot treated with contract non-selective pesticides as needed.
- c) Leaves, paper, weeds, metal and any other debris will be removed from landscaped areas and all hardscape areas (including but not limited to sidewalks, around buildings, curb, gutter, parking lots, roadways) and disposed of off-site. Contractor shall not with the exception of (d) below, place any debris in City provided trash bins, located in parks. This clean-up routine shall be accomplished on each and every Monday. If a holiday falls on Monday this weekly clean-up will occur on the next scheduled workday.
- d) Park trashcans will be maintained, in good repair, cleaned, or replaced as needed. The City will provide these trash receptacles. The Contractor will provide liners for the trashcans. All trashcans will be emptied into the nearest park bin enclosure on a daily basis. Contractor shall ensure that trashcans remain in assigned locations only and return them to these locations whenever moved.
- e) All trash bin enclosures shall be cleaned out and swept clean three (3) times per week. Each park site schedule to be determined at contract award. If a holiday falls on a scheduled day, this weekly clean-up will occur on the next scheduled workday. Any large bulky items shall be removed and brought to the City yard for disposal.

immediately. City reserves the right to request that the contractor change to a different day of the week if needed.

- f) Contractor shall police all maintenance areas of this contract weekly to remove rubbish, trash, litter, debris (organic or non-organic), and broken or dead plant material lying on the ground. **This includes all rubbish, trash, litter and debris left by others within the boundaries of this contract.**
- g) All park picnic tables shall be maintained in good repair for public use. Tables shall be kept clean. Contractor shall ensure that tables remain in assigned locations only. Contractors shall notify Public Works of damaged tables or repaint tables/fences as needed.
- h) All Tennis Courts, Basketball Courts, Skate Park and Splash Pad shall be cleaned once weekly. Broken glass shall be removed and cleaned on an as needed basis. City currently has six (6) Tennis Courts, six (6) Basketball Courts, one (1) Skate Park and one (1) Splash Pad.
- i) All drinking fountains shall be inspected and cleaned twice a week. Any malfunctioning fountain should be reported to the City.

12. Protection of Existing Facilities

Protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage by Contractor (including, but not limited to irrigation heads and pipe) shall be replaced by Contractor immediately. Replacement materials and work are subject to approval by City. Protect all landscaped areas. Ruts and other damage caused by vehicles, equipment, or other causes shall be eliminated and areas replanted per requirements of City.

13. Replacement - Vandalism

- a) The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any damage caused by his act hereunder. Watering, spraying, and other maintenance shall not be done at a time when they might damage parked cars or at times when activities in the project area might be inconvenienced or disrupted.
- b) The Contractor shall be responsible for the replacement of all materials, including shrubs, ground cover, mulch, pebble bark, irrigation, and similar materials which are necessary due to his acts or due to vandalism. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection "c" below.
- c) Replacement of materials damaged by City forces, or as a result of construction being performed by another contractor working on a separate City project. The City may authorize replacement by the Contractor and if authorized, the City will pay the Contractor for the cost of the replacement, including the cost of labor.

14. Green Waste

Contractor shall be responsible for the recycling of all landscape green waste including but not limited to grass clippings, leaves, brush, and wood. Contractor is required to transport green waste to a facility where green waste materials are composted for future use. Contractor may transport wood to a facility where firewood is produced. Contractor shall furnish City with a weight receipt or receipt acceptable to City during the first week of each month for the previous month's waste. This receipt shall contain the name of the facility receiving the green waste, and a description of green waste recycled for the preceding month. City reserves the right to request that the contractor to change to a different recycling facility at any time during this contract agreement.

15. Deficiencies

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

The City's authorized representative shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three (3) days from the date the notice is provided to request a meeting with the City's authorized representative. Said meeting shall be held within three (3) days of such request at the time and place selected by the Public Works Superintendent. If, at the conclusion of that meeting, the Public Works Superintendent determines that the Contractor is deficient in the performance of the contract, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The Public Works Superintendent may specify a longer period for the correction of deficiencies.

16. Work Requests

- a) Individual routine Work Order Service Request shall be completed within 30 days of verbal or written notification from the Public Works Department.
- b) Individual Work Order Service Request marked SPECIAL REQUEST shall be completed within two weeks of verbal or written notification from the Public Works Department.
- c) Individual Work Order Service Request marked URGENT REQUEST shall be completed within 24 hours of verbal or written notification from the Public Works Department.

17. Miscellaneous

- a) Contractor **will not** remove any political signs during election periods, until requested by City Staff.
- b) The City may request that fences be repaired. The City will pay the **wholesale cost of fence materials plus 15%**. The contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.
- c) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.
- d) Contractor will report to City any malfunction or damage of the lighting system in any

City of West Covina maintenance area.

- e) Notification of all "specialty type" maintenance operations shall be given to the City 48 hours prior to each of these operations by the contractor. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.
- f) Should the Contractor fail to respond as specified by contract, the Contractor will be liable for any loss sustained by the City to correct said emergency.
- g) Contractor is required as part of this Agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

18. Working Hours

- a) Normal working hours shall be an eight-hour day between the hours of 7:00 AM and 5:00 PM, Monday through Friday.
- b) Care shall be made as to not making excessive noise adjacent to residences before 8:00 am. In addition, the contractor shall conform to the City noise ordinance requirements as defined in West Covina Municipal Code; Article 4, Sections 15-83, 15-84, and 15-85 concurrently.
- c) Irrigation of general areas is controlled by automatic time clocks and shall be watered between 9:00 PM and 6:00 AM on scheduled days. Manual irrigation shall be performed during normal working hours.

19. Responsibility, Coordination, Meetings

Following award of Bid, Contractor shall complete a **Maintenance Schedule Calendar** covering the first twelve-month period of this contract. This calendar will outline a timeline schedule for all maintenance activities including, mowing, fertilization, weed abatement and scheduled herbicide applications, pest and disease management, pruning and all other required activities listed in this Scope of Work. This Maintenance Schedule Calendar shall be reviewed on a monthly basis to ensure maintenance activities adhere to the Contract Agreement. This Maintenance Schedule Calendar shall be renewed at the end of each twelve-month period of the contract. As notification, a monthly work schedule will be submitted in writing to the City on the 25th of each month preceding the next month of said work to be completed as per the Maintenance Schedule Calendar. A sample Maintenance Schedule Calendar to be included as Attachment K.

Landscape Contractor shall complete an **Irrigation Maintenance Log** located at each controller which records daily maintenance activities that adhere to the schedule developed. This *maintenance log* shall be discussed with the City representative, at scheduled walk-through/inspections.

Contractor shall secure and maintain all required permits and licenses and pay all fees necessary to legally complete the work of this project. Contractor shall meet with the City representative once weekly to review the landscaping, discuss maintenance operations, determine progress, and identify areas needing attention. Contractor shall attend additional meetings if deemed necessary by the City Public Works Superintendent.

20. Office Location/Emergency Call-Out

Contractor is asked to maintain an office within a 50-mile radius of job site and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or cell phone. Contractor is required to provide City with a 24-hour emergency number for contact

outside normal working hours. The response to an emergency call-out by the contractor shall not be more than one hour after notification. For example, a break in the irrigation system where the water is flowing uncontrolled.

Should the contractor maintain an office beyond a 50-mile radius of the job site, the following criteria is required:

- a) Contractor shall provide the City with the name, address and telephone number of an employee residing within a 50-mile radius of the job site. This employee will be required to maintain 24-hour phone service with the city. If a telephone answering service is utilized, the employee of the contractor shall be required to respond to the City by radio or cell phone on a 24-hour basis.
- b) This employee should be of supervisory or foreman capacity with access to the contractor and West Covina work crew on a 24-hour basis.
- c) Should this employee of the contractor move out of the 50-mile radius of the job site, a new employee may be substituted upon prior approval of the City.
- d) Failure to be in compliance with this on-call requirement as part of the contract agreement shall result in termination of contract by the City.

21. Traffic, Barriers, Signs, Safety

- a) Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook, published by Building News, Inc., with modifications as permitted and/or requested by the City. The use of "Work Area Traffic Control Handbook, published by Building News, Inc." does not relieve the Contractor of responsibility for public safety in that he may surpass these standards, or request modifications as necessary.
- b) A minimum of one (paved) traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. The Contractor shall secure in place, all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.
- c) Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Public Works Superintendent is maintained at all times.
- d) Contractor may post temporary "No Parking" signs along the side of work. The costs involved in the furnishing and posting of such signs and their subsequent removal shall be absorbed in the prices paid for the various contract items. Signs may be obtained from the City Yard, 825 South Sunset Avenue, West Covina.
- e) Contractor shall maintain all existing official signs, including, but not limited to, directional, warning, advisory, regulatory, and street markers in an erect and functional position at all times during the construction period in either temporary or permanent locations as designated by the City. The Contractor at no cost to the City shall replace any of these facilities which are damaged or lost.
- f) All operations will be conducted to provide maximum safety for the public. Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, or other safety devices necessary to prevent

- accidents, injuries, or damages, consistent with the City, County and State Standards.
- g) All costs involved in complying with the requirements of this section shall be absorbed in various items of work and no separate payment shall be made therefore.

22. Sound Control

Care shall be made as to not make excessive noise before 8:00 AM. In addition, the Contractor shall conform to the City noise ordinance requirements as defined in West Covina Municipal Code, Article 4, Sections 15-83, 15-84, and 15-85 concurrently. Sound control shall also conform to the provision in Section 7- 1.01(I), "Sound Control Requirements," of the State Specifications. Said noise level requirements shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

23. Workmanship

Competent landscape workers shall perform all work. A supervisor who is competent in speaking English and has experience and technical training in landscape maintenance work shall supervise them. Contractor shall meet with the City Representative once weekly to review the landscaping and discuss maintenance operations. At the weekly meeting, Contractor will provide the City Representative with a completed, "**WORK LOCATION SCHEDULE CHECKLIST**", for work completed during that week. This checklist will indicate locations of service and dates that service was completed under this contract. A sample of the Work Location Schedule Checklist to be included as Attachment J.

24. Park Restrooms

Open all City park restrooms by 7:00 a.m. Restrooms will be closed between the hours of 8:00 p.m. and 9:30 p.m. during spring and summer and 6:00 p.m. and 7:30 p.m. during fall and winter with exception on those restrooms that have a reservation with different times; the City representative will inform the contractor. Clean and restock each restroom. Services will be 7 days per week. The City of West Covina will supply paper products. Contractor will provide the labor and vehicles to complete these tasks 7 days per week.

25. Tot Lot Areas

Playground equipment shall be inspected daily, playground area will be pressure washed 1 x per month and be inspected and neatly groomed at start of each day prior to 11:00am. Playground safety inspection report sheets shall be submitted weekly to the City Representative. City will provide one blank copy of inspection sheet for the contractor to make the necessary copies. Playground fiber/wood chips shall be raked level and foreign materials shall be removed. No chemical applications for weed control shall be performed in fiber/wood chips play areas. All weeds shall be removed mechanically. Playground equipment that shows signs of wear, fatigue or otherwise an unsafe condition shall be locked, boarded up cautioned up using red "Danger Tape" and shall be reported immediately. Parks staff shall be responsible for the repairs as parts become available. It is the sole responsibility of the contractor to monitor the areas until all repairs have been completed and to keep them safe

from public use. Liability resulting from failure to report faulty equipment shall be solely the contractors.

26. Picnic Pavilions/Shelters

Picnic pavilions/shelters shall be pressure washed before each rental. Staff will provide scheduled reservations list and signs every Tuesday by email. Contractor shall print and post reservations signs before each rental. Contractor is responsible for cleaning all areas and emptying trash receptacles. Remove all large decorations and signage from prior events.

27. Litter

All Areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City representative.

28. Trash Containers

Contractors shall remove all litter, replace liners if needed, and check the condition of the trash container. Hardware, receptacles/container shall be replaced as needed (City to Provide). Contractor shall use liners that are a minimum of; 1.5 mil and clear or black in color. Trash container shall be inspected daily, seven days per week. Trash receptacles shall be painted at least once per year as directed by the City of West Covina.

29. Tables and Benches

All tables and benches shall be inspected daily for any unsafe conditions. Any tightening of loose nuts and bolts shall be performed by the contractor. Any repairs needed above and beyond tightening of loose nuts and bolts shall be reported to the City representative. Rental Gazebos/Shelters with tables & benches need to be pressure washed 1x per month in contract.

30. Graffiti

The Contractor shall remove any graffiti upon discovery within their contractual area. Extreme caution shall be placed on areas that get tagged to make sure that they get cleaned up with materials that do not damage the finish product (PVC/Vinyl fence) and are biodegradable. The Contractor shall provide the labor and materials; the City shall supply the paint.

Issues of graffiti outside their contractual obligations shall be reported to the Graffiti hot line or the City App.

Issues of the above normal graffiti vandalism within the contractor's contractual area shall be reported to the City representative upon finding. City reserves the right to request an outside

contractor to help out with the cleaning or will have the right to request that the contractor performs the work as an additional cost to the City.

If graffiti cannot be removed and needs to be painted over, cover up paint shall match existing paint. All sidewalks that have graffiti shall be removed with a hot steam pressure washer. Painting of sidewalks over graffiti shall not be allowed.

31. Restroom Service

Restrooms cleaning and restocking twice per day shall consist of:

- Trash and debris pick up
- Empty trash
- Replace liners
- Remove all graffiti
- Remove cobwebs from doors, walls vents, etc.
- High and low dusting of ledges
- Disinfect urinals and toilets
- Clean mirrors
- Pressure wash, disinfect and mop floors
- Deodorize restrooms
- Restroom will be serviced 365 times per year. Contractor shall contact City representative to report any facility maintenance issues, including but not limited to clogged drains, clogged toilets, missing drain caps, out or broken lights, toilet paper holder damage/missing, damaged sinks, damaged hand dryers, damaged building/roof, etc. Contractor shall close and open all park restrooms under their contractual obligations including Dog Park (7 days per week).

32. General Park Restrooms

- a. Trash removal - Remove all trash and accumulated debris from work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.
- b. Policing of areas - All designated landscape areas shall be policed based on frequencies.
- c. Curb and Gutter Maintenance - The contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The contractor is responsible for ensuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.
- d. Walkway Maintenance - Walkways shall be cleared immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.
- e. Drain Maintenance - All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage area shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, contractor shall inspect weekly to make sure that grates are secured, if missing contractor shall replace at City's expense, damaged grates due to contractor's operations shall be replaced at contractor's expense.

- f. Removal of Leaves - Accumulation of leaves shall be removed from all designated landscape areas on monthly basis and under trees once per month as needed.
- g. Hardscape Power Wash - All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and others stains once (1) per month in common areas and walkway entries. The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the contractor.
- h. Bleacher Power Wash - All bleachers shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and others stains once (1) per month this includes area under all bleachers. The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the contractor.
- i. Sand Areas - Contractor shall be responsible for raking all sand areas and removal of debris including leaf litter 1 x per week. Contractor shall include rotting of all sand areas at least 1 x per year.
- j. Repair and Service of Walkways and Miscellaneous - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition. The contractor will not be responsible for the total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence. It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to Public Works Superintendent or his authorized agent for proper approvals.
- k. Galster Park - Clean and prep campground as needed (weekly on Fridays during summer).

SCOPE OF SERVICE

WEST COVINA CIVIC CENTER

1. General Scope

Furnish all labor, equipment, materials, and supervision to perform landscape maintenance as described herein including, but not limited to the control of:

- Weeding and cultivating
- Fertilizing
- Trimming, pruning, training
- Hedging (where specified)
- Watering, manual watering-quick connects, manual hand watering-hose
- Irrigation system maintenance, repairs and replacement
- Mowing, edging
- Aerifying, slicing, coring
- Pest control
- Plant removal and replacement
- Clean-up, sweeping, vacuuming, wash down hardscape areas
- Trash pick-up, clean-up and empty trash cans, replace liners
- Overseeding and sodding
- Weed abatement, leaf removal
- Walks, fence, and wall, etc. repair / replacement, painting
- Haul, transport, carry, load, dump and/or drag soil replacement
- Leveling, grading, spreading, scraping, of topsoil, sand
- Provide contact with public and 24-hour emergency callout
- Uniforms

2. Work Areas/Sites

Maintenance of all landscape, hardscape and sprinkler systems, including but not limited to the areas in proximity of the West Covina Civic Center. This location has approximately four (4) acres of landscape and hardscape. Map following scope.

3. Turf Areas

- a. Mowing equipment shall be approved prior to use and shall be maintained in good mechanical working order. Equipment will be maintained in order to provide the sharpest and cleanest cut of the individual grass blades. Contractor is required to collect or remove clippings from the site, during periods of heavy growth, Contractor will be required to crosscut or double cut areas with heavy accumulations of clippings to further disperse cut grass for appearance if necessary. The use of recycling deck type mowers would further increase this need for crosscutting or double cutting in most cases. The Public Works Superintendent will approve type / style of mowing equipment and determine its proper usage at each site. The approval of mowing equipment is subject to change as determined by the City.
- b. Mowing frequency shall be:

All lawn areas located at this location will be mowed once each week year round. Fifty-two (52) mowings each year.

In addition to mowing of general turf areas, trimming around sprinkler heads, obstacles and turf grass edges are routinely accomplished at the same frequency as the mowing schedule. This will include power edgers, nylon line trimmers and hand clipping where necessary. All sidewalk, curb, planting beds, pathways, or abrupt transition area adjacent to maintained turf will be edged every other week. Trim around trees keeping grass one foot away from the base of the trees using non-selective herbicides. Avoid the use of string trimmers around the base of trees. The City requires all turf areas will be cleaned of paper, glass and limbs immediately prior to the area being mowed by the Contractor. There is approximately 1 acre of turf to be mowed at the Civic Center.

The following guidelines for turfgrass height will be followed. Heights should be maintained generally within the following ranges:

Hybrid Bermuda	= ½" to 1"
Bermuda,	
Kikuygrass	= 1" to 1½"
Perennial Rye	= 1 ½" to 2 ½"
Tall Fescue	= 2" to 3"

- c. Contractor shall monitor irrigation as necessary to maintain proper growth rate and optimum appearance of all turf areas. Areas that are manually irrigated will require manual irrigation weekly depending on seasonal weather changes throughout the year.
- d. Maintain all turf areas in a weed-free condition. Chemical control of broadleaf or grassy weeds will be initiated, when required by the City, on an as-needed basis in all City Parks and athletic fields. This weed control program will be included in the contract with no additional cost to the City.

Spot applications as needed of a broad spectrum herbicide may be required through the season as necessary to ensure the clearance and neatness of turn and weeks growing at the base of trees, at sprinkler heads, along fences around buildings and other miscellaneous locations within the site. This weed control program will be included in the contract with no additional cost to the City.

- e. Aerate all turf areas two, (2) times each year, between April 1st and May 1st and August 1st and September 1st of each year. Aerate turf by removing ½" diameter by 4" deep cores of sod with an aerator machine at not more than 6" spacing. Schedule and notify City's authorized representative prior to doing the work.
- f. Fertilize, all turf areas after aeration four (4) times per year using the following schedule. Apply at a rate of one (1) lb. of actual nitrogen per 1,000 square feet. City prior to application must inspect materials and monitor the entire application process. Nutrient and fertilization will be based on soil analysis. City may change the product specified and its discretion. Below is an example of potential applications:

April:	Best Ammonium Nitrate
May:	Best Turf Gold 22-5-5
July:	Best Turf Gold 22-5-5

October: Best Turf Supreme 15-5-7

- g. Plant diseases, insect control will be included within this contract. Pests including, but not limited to insects and snails, will be evaluated on an individual basis. After City approval, the Contractor will provide a healthy environment for plants and public.

A broad-spectrum fungicide shall be applied to all turf areas as necessary at the curative rate throughout the year to control turf diseases.

4. Trees

Annually tree pruning is not required in this contract. In the interest of public safety, pruning up to nine (9) feet shall be performed monthly to provide the following:

- a) Remove any low growing, hanging, or broken branches.
- b) Removal of any branches lying on the ground.
- c) Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs).
- d) Pruning shall include the cutting back of trees adjacent to roadway intersections.
- e) Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls, walkways, stairways, and turf areas. Roadways will require a minimum height clearance of fourteen (14) feet.
- f) Clear visibility shall be provided of all building signs and various signs posted. So that all signs are visible from a distance of one hundred feet.
- g) Stake and support young trees when necessary.
- h) All guys and ties shall be checked frequently to avoid girdling.
- i) All olive trees shall be sprayed twice each spring (once flowers are in full bloom), at a fourteen (14) day interval to prevent fruit development.

Dead or Diseased Trees – Contractor shall notify the City immediately when the following conditions are present:

- 1. Trees appear to be on a decline for no apparent reason that is known to the Contractor.
- 2. Trees are dead.

All tree removals shall be reported to the City and a contractor shall be scheduled to remove them.

Pine trees at this site have been susceptible to spider mites, wooly aphid and bark beetles in the past. Applications of pesticides on any trees shall be performed on Saturdays only. Contractor shall notify the City in advance of spraying.

5. Shrubs At Any Height

The main goal in pruning most shrubs is to help them develop their natural beauty in the landscape. Shrubs do not need to be constantly pruned to create odd shapes, instead their natural form should be encouraged and allowed to develop. Shrubs should be allowed to grow into each other so that they form a mass planting, barrier, or screen. Any necessary pruning shall be done with thinning and shaping cuts, which allow plant materials to blend together in shrub masses characteristic of each individual species. Exceptions to this guideline include those shrubs:

- a) Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.
- b) Shrubs, for security or view preservation reason, must be maintained at a low height. Shrubs are to be kept at a maximum height of 4 feet with a 1-foot skirt.
- c) Clearance trimming for proper irrigation head coverage.
- d) Clearance trimming for concrete slope drains.
- e) Any specific type of pruning determined by the City to correct any other condition that the City determines is necessary.
- f) Contractor shall remove all dead shrubs at no additional cost of the City.

All shrubs shall be pruned back three feet to prevent the obstruction of walkways and driveways, fences, walls and shall be maintained clear from pedestrian and vehicular views, curbs and gutters, signage and utilities. When pruning shrubs along walkways, shearing should be avoided. Instead, shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle away from the sidewalk. Shrubs shall also be pruned to minimize blockage of irrigation head watering patterns. Spent flowers stalks, blooms, and dead growth shall be removed as needed to maintain a clean appearance in the landscape.

6. Irrigated Slopes and Ground Cover Areas

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance. Ground covers shall be trimmed a maximum of six inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, and shrub and vine trunks on a regularly scheduled basis or as needed. Ground covers shall not be trimmed vertically at these edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunk of trees and shrubs should be trimmed and maintained in a cleared circle of a maximum to twelve inches away from the base of trunks. The intent here is to not have large patches of bare, cleared soil out to the driplines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

- a) All slopes and ground cover areas shall have weeds removed / abated every two months. The Contractor, at no additional charge to the City, may apply a broad-spectrum pre-emergent weed control to shrub beds and ground cover beds and slopes to assist in the long-term control of such weeds.
- b) Nut hedge, Bermuda grass, Morning Glory shall be spot treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped slope area at no additional cost to the City.

- c) Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas. Growth retardant, if properly applied, can be used.
- d) A weed is defined as an undesirable plant, which will be determined by the city's authorized representative.
- e) Dead flowers on all plants in planters will be removed as needed in order to keep a groomed appearance at all times.
- f) Landscape Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any necessary pesticide applications. The Contractor shall submit a monthly record to the County Agriculture Commissioner of all fungicides, insecticides, and herbicides used on this project. A copy of this submitted reports would be sent to the City representative at the Maintenance Division.
- g) Fertilization scheduled, irrigated landscape slopes and shrub bed areas:

April:	15-15-15 Best Triple Pro Fertilizer
September:	15-15-15 Best Triple Pro Fertilizer

NOTE: If a different product is used for fertilizing, rates must be approved by the City and shall be within the guidelines of the manufacturers recommended rates. The City must approve equivalent fertilizer. The City prior to application must inspect materials on site and monitor the entire application process.

7. Drainage

Landscape Area Drains:

Periodic inspections of landscape area drains shall take place as needed, with more frequent inspections occurring during the rainy season. The following maintenance is required by the Landscape Maintenance Contractor:

- a) Removal of soil, debris, and vegetation from grates.
- b) Skimming out soil from perimeter of drains to a depth of approximately one inch below grate inlet elevation.
- c) Removal of soil and debris from inside area drains.
- d) Flushing drain lines.
- e) Replacement of broken or damaged grates, drain inlet bodies, and drain lines.

Landscape Drainage Swales and Flow Lines:

All landscape areas shall have positive surface sheet flow drainage patterns to swales, which then direct the water to landscape area drains or paved surfaces with positive drainage. The landscape swales were formed precisely to insure positive surface drainage away from structures, walls, and other construction elements.

- 1. Periodic inspection of flow lines to insure their proper function.
- 2. Shrub areas, removal of soil, silt, vegetation, and other debris that may block

the flow of water to the required area drain. Low spots that mayhold water shall also be filled.

8. Irrigation

- a) All components of the irrigation system shall be maintained in proper working order, as per manufacture specification. Contractor shall inspect irrigation system weekly during regular maintenance activities for immediate concerns, such as broken and malfunctioning heads, and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery. More detailed inspections of system equipment and performance shall be conducted once per month throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City representative once per month at the scheduled walkthrough/inspection. This shall comprise all irrigation components that includes but is not limited to backflow prevention devices, main pressure lines, lateral lines, sprinkler heads, pumps, controllers, valves, wiring and rain guards if installed.
- b) Contractor shall keep all backflow prevention devices within contract scope to include buildings and greenspace in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device test as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City. This contract includes all backflow preventers.
- c) Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and backflow devices shall be kept in a deep forest green if painted. City must approve color of paint prior to application.
- d) Irrigation controllers shall be kept in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- e) Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations.
- f) Bi-Monthly the Contractor shall make the following checks and adjustments to all sprinkler head operations to maintain proper coverage.

Rotaries and Impacts:

- 1. Clogged Nozzles
- 2. Plant Obstruction Pattern
- 3. Arc Coverage
- 4. Radius Adjustment
- 5. Pop-Up Action
- 6. Riser Seal Leaks
- 7. Set to Grade
- 8. Coverage-Pressure
- 9. Rotational Speed
- 10. Clogged Screens
- 11. Head Damage

Impacts Only:

- 1. Spring Tension
- 2. Bent or Mal-Adjusted Arm
- 3. Spoon, Breaker
- 4. Proper Reversing

12. Swing Joint Damage

- g) Contractor will make the following changes as needed, raising, lowering, moving or addition heads to provide adequate coverage of all landscape areas as needed. Riser height shall adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.
- h) Contractor shall check all valves weekly for opening, closing completely, (weeping).
- i) Contractor shall stock high use items for repair of irrigation systems.
- j) Contractor shall replace components of irrigation system with approved type of material (brand and model), or substitutes approved by City.
- k) Contractor shall assemble and maintain "as built" of all irrigation systems to include location and serial numbers of major components and furnish City on-going copies of these plans. As built drawings shall be given to the City upon termination of Agreement.
- l) For areas with drip systems, the contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45-PSI maximum. 25-PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs it is essential to flush the lines using the existing hose bib clean outs. A surveillance of the system should be made every other week checking for breaks, leaks, and clogging.
- m) Contractor shall perform manual irrigation inspections during normal working hours. Walkways shall not be watered when pedestrian traffic is present. Irrigation systems shall be installed and adjusted to prevent water from spraying on pavement line, but not limited to driveways, houses, private property, parking areas, and streets.
- n) Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require contractor to change or reset the watering cycles at any time during this Agreement.
- o) Contractor shall notify the City immediately if any plant materials or grass appear to be wilting or stressed or if other problems develop from lack of water or over-watering, with reference to irrigation scheduling.
- p) Damage resulting from any cause shall be immediately reported to the Public Works Superintendent or his representative.
- q) The repair or replacement of any irrigation component such as valves; sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification form the Maintenance Division. The Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.
- r) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this Agreement and Contractor will not receive any additional compensation for his work.

1. Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices and irrigation controllers only. Contractor will not receive any additional compensation for this work.
2. Where it has been confirmed that damage is the result of City forces or the result of construction being performed by another contractor working on a separate City project, Contractor shall submit an estimate of costs for correction to City and Public Works Superintendent must authorize work.
3. Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.

9. Pesticides

- a) Contractor shall apply pesticides as needed to control, pests, weeds, and infestations, including, but not limited to insects, mites, snails and other invertebrates; vertebrates pest, rodents and squirrels; plant pathogens/fungi, molds, etc.; and weeds. Areas of infestation shall be treated immediately when authorized by the City, unless a special time requirement is State mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest free condition. Contractor shall perform applications of plant growth regulators only with permission by the City.
- b) Pesticide operations, where required, shall be supervised or performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the application of Restricted Use Pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of restricted materials shall comply with the following:
Contractor or his legally authorized subcontractor must complete an Application Restricted Materials Permit for possession and use with the Agricultural Commissioner's Office of the County of Los Angeles. All pesticide applications must be in accordance with a **Written Pesticide Recommendation** from a valid State of California Pest Control Advisor registered in Los Angeles County.
- c) Photocopies of all chemical applications - Restricted Materials Permits and current Written Pesticide Recommendations shall be furnished to City prior to possession or use of all pesticides / restricted materials.
- d) No Restricted Materials shall be stored on City property.
- e) Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public way.
- f) No spraying at Civic Center when the public is present.
- g) Treated areas shall be posted as "not to be entered", until spray has dried.
- h) A 48-hour notice of intent to use pesticides shall be provided to City.
- i) No spraying when wind exceeds five (5) miles per hour.
- j) Contractor shall comply with the State of California guidelines and legal requirements for handling and application of all pesticides.

- k) A photocopy of a Material Safety Data Sheet must be furnished to City for each pesticide use. This shall be on an approved form (US Department of Labor Form OSHA-20).

10. Cleaning

- a) Contractor shall maintain the contract area clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of his operations.
- b) Contractor shall keep all parking lots, gutters, curbs, and walks adjacent to contract areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept every week after mowing. Contractor will keep sidewalks free of slime where constant runoff occurs. Weeds growing in cracks of sidewalks, streets, or gutters adjacent to areas covered in this contract must be spot treated with contact non-selective herbicides as needed.
- c) Leaves, paper, weeds, wood, glass, metal and any other similar foreign objects will be removed from landscaped areas and all hardscape areas (including but not limited to sidewalks, around buildings, curb and gutter, parking lots, roadways) and disposed of off-site. This clean-up routine shall be accomplished on a daily basis.
- d) Cleaning along all curbs, as well as between and around bumper stops of all parking lots at the Civic Center Complex, including the police department.
- e) Cleaning all patios and stairways at the Civic Center Complex.
- f) All debris from sweeping is to be picked up and disposed of off-site.
- g) All outside trash receptacles shall be emptied daily. The Contractor shall provide any additional cleaning or removing of trash.
- h) Contractor shall pressure wash perimeter of the buildings in the Civic Center Complex (City Hall, Police Department, Courtyard) including sidewalks, stairs, and building walls as needed.
- i) Bi-weekly, the contractor, using a blower, shall blow the first-floor walkway and third floor balcony of City Hall.

11. Parking Structure Sweeping

Once a week on Saturday all levels of the parking structure and all parking locations within will be swept with a vacuum type of sweeper or blower. This is to be done by a vacuum type of sweeper assisted with broom and shovel pickup of all dirt and debris along edges, curbs, between and around all bumper stops of all parking structure facility.

12. Protection of Existing Facilities

Protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage by Contractor (including, but not limited to irrigation heads and pipe) shall be replaced by Contractor immediately. Replacement materials and work are subject to approval by City. Protect all landscaped areas. Ruts and other damage caused by vehicles, equipment, or other causes shall be eliminated and areas replanted per requirements of City.

13. Replacement, Vandalism

- a) The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any damage caused by his act hereunder. Watering, spraying, and other maintenance shall not be done at a time when they might damage parked cars or at times when activities in the project area might be inconvenienced or disrupted.
- b) The Contractor shall be responsible for the replacement of all materials, including shrubs, ground cover, mulch, pebble bark, irrigation, and similar materials which are necessary due to his acts or due to vandalism. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection "c" below.
- c) Replacement of materials damaged by City forces, or as a result of construction being performed by another contractor working on a separate City project. The City may authorize replacement by the Contractor and if authorized, the City will pay the Contractor for the cost of the replacement, including the cost of labor.

14. Green Waste

Contractor shall be responsible for the recycling of **all** landscape green waste including but not limited to grass clippings, leaves, brush, and wood. Contractor is required to transport green waste to a facility where green waste materials are composted for future use. Contractor may transport wood to a facility where firewood is produced. Contractor shall furnish City with a weight receipt or receipt acceptable to City during the first week of each month for the previous month's waste. This receipt shall contain the name of the facility receiving the green waste, and a description of green waste recycled for the preceding month. City reserves the right to request that the contractor to change to a different recycling facility at any time during this contract agreement.

15. Deficiencies

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

The City's authorized representative shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three (3) days from the date the notice is provided to request a meeting with the Public Works Superintendent. Said meeting shall be held within three (3) days of such request at the time and place selected by the Public Works Superintendent. If, at the conclusion of that meeting, the Public Works Superintendent determines that the Contractor is deficient in the performance of the contract, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The Public Works Superintendent may specify a longer period for the correction of deficiencies.

16. Work Requests

- a) Individual routine Work Order Service Request shall be completed within 30 days of verbal or written notification from the Public Works Department.
- b) Individual Work Order Service Request marked **SPECIAL REQUEST** shall be completed within two weeks of verbal or written notification from the Public Works Department.

- c) Individual Work Order Service Request marked **URGENT REQUEST** shall be completed within 24 hours of verbal or written notification from the Public Works Department.

17. Miscellaneous

- a) The inside corridor planter boxes on level two of the City Hall building shall be maintained by the contractor as follows:
1. Manual watering once per week. Additional water days as needed.
 2. Organic fertilizers shall be applied at manufacturers recommended rates for interior plants, or as directed by the City.
 3. Control of any pest as needed to provide healthy plants at all times.
- b) Contractor **will not** remove any political signs during election periods, until requested by the City.
- c) The City may request that fences be repaired. The City will pay the **wholesale cost of fence materials plus 15%**. The contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.
- d) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.
- e) Contractor will report to City any malfunction or damage of the lighting system in any area of the Civic Center.
- f) Notification of all "specialty type" maintenance operations shall be given to the City 48 hours prior to each of these operations by the contractor. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.
- g) Should the Contractor fail to respond as specified by contract, the Contractor will be liable for any loss sustained by the City to correct said emergency.
- h) Contractor is required as part of this Agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

18. Working Hours.

- a) Normal working hours shall be an eight-hour day between the hours of 7:00 AM and 5:00 PM, Monday through Friday.
- b) Saturday cleaning of the parking structure. If sub-contracted, may be performed at night. City reserves the right to request that the contractor change to a different day of the week if needed.

19. Responsibility, Coordination, Meetings

At award of Bid Contractor shall complete a **Maintenance Schedule Calendar** covering the first twelve-month period of this contract. This calendar will outline a timeline schedule for all maintenance activities including, mowing, fertilization, weed abatement and scheduled herbicide applications, pest and disease management, pruning and all other required activities listed in this Scope of Work. This **Maintenance Schedule Calendar** shall be reviewed monthly to ensure maintenance activities adhere to the Contract Agreement. This **Maintenance Schedule Calendar** shall be renewed at the end of each twelve-month period of this Contract. As notification, a monthly work schedule will be submitted in writing to the City on the 25th of each month preceding the next month of said work to be completed as per the Maintenance Schedule Calendar.

Landscape Contractor shall complete an **Irrigation Maintenance Log** located at each controller which records daily maintenance activities that adhere to the schedule developed.

This *maintenance log* shall be discussed with the City representative, at scheduled walk-through/inspections.

Contractor shall secure and maintain all required permits and licenses and pay all fees necessary to legally complete the work of this project. Contractor shall meet with the City representative once weekly to review the landscaping, discuss maintenance operations, determine progress, and identify areas needing attention. Contractor shall attend additional meetings if deemed necessary by the City Public Works Superintendent.

20. Office Location/Emergency Call-Out

Contractor is asked to maintain an office within a 50-mile radius of job site and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or cell phone. Contractor is required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than one hour after notification. For example, a break in the irrigation system where the water is flowing uncontrolled.

Should the contractor maintain an office beyond a 50-mile radius of the job site, the following criteria is required:

- a) Contractor shall provide the City with the name, address and telephone number of an employee residing within a 50-mile radius of the job site. This employee will be required to maintain 24-hour phone service with the city. If a telephone answering service is utilized, the employee of the contractor shall be required to respond to the City by radio or cell phone on a 24-hour basis.
- b) This employee should be of supervisory or foreman capacity with access to the contractor and West Covina work crew on a 24-hour basis.
- c) Should this employee of the contractor move out of the 50-mile radius of the job site, a new employee may be substituted upon prior approval of the City.
- d) Failure to be in compliance with this on-call requirement as part of the contract agreement shall result in termination of contract by the City.

21. Traffic, Barriers, Signs, Safety

- a) Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook, published by Building News, Inc., with modifications as permitted and/or requested by the City Public Works Superintendent. The use of "Work Area Traffic Control Handbook, published by Building News, Inc." does not relieve the Contractor of responsibility for public safety in that he may surpass these standards, or request modifications as necessary.
- b) A minimum of one (paved) traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. The Contractor shall secure in place, all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.
- c) Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Public Works Superintendent is maintained at all times.
- d) Contractor may post temporary "No Parking" signs along the side of work. The costs involved in the furnishing and posting of such signs and their subsequent removal shall be absorbed in the prices paid for the various contract items. Signs may be obtained from the City Yard, 825 South Sunset Avenue, West Covina.

- e) Contractor shall maintain all existing official signs, including, but not limited to, directional, warning, advisory, regulatory, and street markers in an erect and functional position at all times during the construction period in either temporary or permanent locations as designated by the City Public Works Superintendent. The Contractor at no cost to the City shall replace any of these facilities which are damaged or lost.
- f) All operations will be conducted so as to provide maximum safety for the public. Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, or other safety devices necessary to prevent accidents, injuries, or damages, consistent with the City, County and State Standards.
- g) All costs involved in complying with the requirements of this section shall be absorbed in various items of work and no separate payment shall be made, therefore.

22. Sound Control

Care shall be made as to not make excessive noise before 8:00 AM. In addition, the Contractor shall conform to the City noise ordinance requirements as defined in West Covina Municipal Code, Article 4, Sections 15-83, 15-84, and 15-85 concurrently. Sound control shall also conform to the provision in Section 7- 1.01(I), "Sound Control Requirements", of the State Specifications. Said noise level requirements shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.



City of West Covina



8/7/2019, 1:26:42 PM

Assessor's

WEST COVINA CITY HALL
1444 W. GARVEY AVENUE SOUTH

086

0.14 mi

0.2 km



City Hall and Police Department Building – Weekly Pressure Wash



West Covina Civic Center

LARIAC

EXHIBIT B
CONTACTOR'S PROPOSAL

DRAFT

Proposal for

CITY OF WEST COVINA Landscape and Maintenance Services for Civic Center and City Parks RFP NO.202402

Due Date: March 28, 2024

Time: 2:00 p.m.

Submitted By:



merchants
landscape services, inc.

***8748 Industrial Lane
Rancho Cucamonga, CA. 91730***

800-645-4881

Fax 909-981-1029

Contact

Patrick Healy

patrick@merchantslandscape.com



March 28, 2024

CITY OF WEST COVINA
1444 West Garvey Avenue
West Covina, CA. 91790

Regarding: Letter of Transmittal

Merchants Landscape Services, located at the address below, has carefully reviewed the submitted specifications and completed a physical analysis of each site.

We have a complete understanding of the contract and the cities expectations. As our submitted documents will show, Merchants is the largest and most successful municipal landscape maintenance contractor in Southern California. We have the knowledge, resources and experience to provide the City of West Covina with the highest level of landscape maintenance.

This proposal shall remain valid for a period of 120 days from the date of submittal.

All information submitted with this proposal is true and correct.

I will be the person authorized to bind Merchants Landscape Services to the terms of the proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Brower", is written over a horizontal line.

Mark Brower
President
www.merchantslandscape.com



COMPANY PROFILE

Merchants Landscape Services, a California Corporation, is a full service landscape maintenance contractor, which currently operates Four Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 500 employees and maintains a fleet of more than 200 trucks and trailers. Company annual sales will exceed \$30,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. Included are large regional hospitals, school districts, and county contracts. Merchants Landscape Services is currently servicing the cities of:

Ontario	County of Orange	Hermosa Beach	Newport Beach
Irvine	West Covina	Covina	Manhattan Beach
Yorba Linda	Great Park	Sierra Madre	Santa Fe Springs
Fountain Valley	Chino	Buena Park	Laguna Niguel
Pomona	Huntington Beach		

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of West Covina will be Regional Manager Patrick Healy,patrick@merchantslandscape.com. The office is located 8748 Industrial Lane, Rancho Cucamonga, CA. 91730; Office#(800) 645-4881, Fax #(909) 981-1029, Cell# (310) 864-9900.



Qualifications/Experience of Bidder

Merchants Landscape Services is the largest provider of municipal landscape maintenance in the California. We currently have under long-term municipal contracts more than 350 parks encompassing more than 3,000 acres of municipal parks and maintain a total of over 5,000 acres of municipal landscape.

Our excellent reputation and extensive client list attests to our commitment to providing the highest quality municipal landscape maintenance in the industry. Many of our largest clients have renewed their contracts with Merchants with some in their 3rd terms of 16 years of service.

City of Irvine-Merchants has provided complete landscape maintenance for all **Sports Parks**, Parks, Villages and facilities since 2008 and recently executed a new **third** contract to continue through 2024. Merchants provides 7 day a week service for **26 sports parks** and 27 parks totaling over 350 acres. Including, **34 soccer fields, 43 ball fields**, which are **prepped daily** by Merchants crews, and servicing over 700 trash cans daily. Our service also includes major monthly and annual renovation work, including monthly aerations varying from hollow tine, solid tine, verti-drain, Fraze mowing and verticutting. All tasks are done with Merchants vast equipment inventory, please see attached.. Annually we install over 300,000 sq. ft. of sod and completely renovate all turf areas. In addition to the cities sports park system and all facilities, Merchants also maintains the Great Park and all medians, parkways and parks in the Villages of Turtle Rock, Woodbrige, Westpark, Woodbury, Northwoods , El Camino and Portola totaling over 1,100 acres. The City of Irvine spends over \$10,000,000.00/year with Merchants to maintain their landscape.

City of Ontario-Merchants has provided the landscape maintenance in Ontario for past 12 years and was recently awarded its **fourth** 5 year contract, to continue through 2029. We maintain facilities, medians, parkways and parks and **Sports Parks** totaling over 200 acres, including 7 days a week trash cans, opening/closing/cleaning restrooms, opening/closing parks and playgrounds daily.



City of West Covina Maintenance Parks & Restrooms RFP: Technical Approach & Methodology

Merchants Landscape will staff this contract according to the Parks & Restroom RFP. We will have 1, 3-man mow crew with a F350 full size truck and a trailer, Mow 5 days per week and 1, 2-man detail crew also with a F350 full size truck, detailing parks, trash pick-up and pruning plants 5 days per week. There will be a full-time laborer working at the City Hall campus. He will be detailing planters and cleaning up debris 5 day per week. There will be 2, 2-man crews, Monday through Friday working the restrooms at each park. Cleaning all receptacles, emptying trash cans in the restrooms, removing graffiti, and washing down where needed. We will have 1 man driving the parks inspecting the Tot lots and dealing with the minor graffiti problems, while reporting all the major graffiti problems to the city staff. There will be 2, 2-man crews working the restrooms on Saturday and Sunday. The restrooms will be opened each day by the 2-man crews and closed by a single person 7 days per week. There will be 1 irrigation tech working 5 days per week running through the irrigation systems each day. Performing repairs and replacing heads where needed. 1 Area Supervisor, Javier Rodriguez will be directly responsible for any daily communication that may be required with the inspectors. He will be directly involved with inspecting the site daily, while helping the crews to resolve any deficiencies and working to prevent their reoccurrence. Merchants Landscape will have a total of 525-man hours per week dedicated to this Parks and restroom maintenance RFP.

During those events where employee's miss due to illness, Merchants will send replacement employee's or have some of the crew work overtime.

All foremen are equipped with Nextel radios/phones, and the supervisors additionally will have smart phones for e-mailing. We also maintain a 24-hour company manned dispatch center for any after hour needs. As you can see from our attached equipment inventory Merchants maintains over 2 million dollars worth of landscape equipment, ranging from numerous tractors and renovation equipment to over 100 rider mowers. All maintained by 10 company mechanics.

It is the responsibility of the area supervisor to ensure that the onsite crews are meeting the contract specifications. He accomplishes this with our site inspection reports, which will be turned into the branch manager each Monday. The area supervisor uses these inspection sheets to ensure that he sees each site weekly and so he can schedule what areas may need specific attention. In addition, we will have schedules for each crew showing how they will be rotating through the city sites.

Trucks and trailers for this contract

- 1- 2- F 350 trucks.
- 2- 2- F 150 trucks.
- 3- 1- 16' dual axel mower trailer.
- 4- 1- Chevy Colorado, irrigation truck.

Equipment:

1. 2- Laser Mowers with a 72" deck.
2. 6- Blowers.
3. 5- Weed eaters.
4. 1- Power Trim edger.
5. 2- Stick edger's.
6. 5- Extension hedge trimmers.
7. Miscellaneous Hand Tools.



Similar Services Completed:

Merchants Landscape has all the tools readily available to perform all the tasks identified in the RFP. Such as tree trimming equipment: Bucket truck, chipper, chainsaws and climbing equipment. Shrub trimming and mowing equipment: extension hedge trimmer, weed eater, edger, blowers and all hand tools necessary. Pressure washing equipment. We will have a Supervisor and Branch Manager assigned to this account to reply to all emails, texts and phone call requests in a timely manner, available 24 hours a day if needed. With knowledge in turf for any turf renovation needs. With knowledge in planting design, installations, shrub and groundcover care and disease identification.

Merchants has had the opportunity to provide services at this location and has current staff that understands the responsibilities of the day-to-day tasks. From on-site staff to Supervision of tasks being completed properly and in a timely manner.

Merchants Landscape has been doing business for over 23 years in the landscape maintenance and installation field.

1. City of Ontario / Phillip Marino / (909)395-2610 / pmarino@ontarioca.gov Parks and Civic Center – 15 parks and locations, general landscape maintenance such as: mowing, shrub and groundcover trimming, manual/hand watering, pressure washing, irrigation repairs and maintenance, pest control, weed control(chemically and mechanically), planting design and installation, tree trimming and installation and preparations for special events.
2. City of Moreno Valley / Daniel Monto / (951)616-7297 / daniel.m@moval.org Parks Landscape Maintenance – 45 Parks and Locations, general landscape maintenance such as: mowing, shrub and groundcover trimming, manual/hand watering, pressure washing, irrigation repairs and maintenance, pest control, weed control(chemically and mechanically), planting design and installation, tree trimming and installation and preparations for special events.
3. City of Pomona / Michael Etheridge / (909)762-2612 / Michael.Etheridge@pomonaca.gov Occupied Spaces, Parks, Historic Sites – Approximately 26 Parks and Locations, general landscape maintenance such as: mowing, shrub and groundcover trimming, manual/hand watering, pressure washing, irrigation repairs and maintenance, pest control, weed control(chemically and mechanically), planting design and installation, tree trimming and installation and preparations for special events.



4. City of Newport Beach / Kevin Pekar / (174)718-3464 / kpekar@newportbeachca.gov All City Parks and Facilities \$2,000,000 a year, general landscape maintenance such as: mowing, shrub and groundcover trimming, manual/hand watering, pressure washing, irrigation repairs and maintenance, pest control, weed control(chemically and mechanically), planting design and installation, tree trimming and installation and preparations for special events.

Merchants has provided landscape services and building maintenance for the better part of 5 years to this great City. We have been privileged to be part of this City's growth and are looking forward to continuing doing business for the greater good of its residents. We have maintained several projects such as: Parks, parkways, medians, and City Hall and much more. We fully understand the level of service the City of West Covina is looking for and we look forward to continuing to provide the best possible service with determination and great integrity.



MERCHANTS LANDSCAPE SERVICES, INC.

REFERENCES

CITY OF WEST COVINA

1444 W. Garvey Ave.
S. West Covina, CA. 91790
Contact: Mike Cresap
E-Mail: mcresap@westcovina.org
Phone: (626) 939-8438
Project Completion: On going to 2025
Project size in \$: \$1,400,000.00/year
All City Parks & Civic Center & Districts

CITY OF ONTARIO

1425 S. Bon View Ave.
Ontario, CA. 91761
Phone: (909) 376-5207
Contact: Alfredo Banuelos
E-Mail: abanuelos@ontarioca.gov
Project Completion: 2007 to 2024
Project Size in \$: 1,500,000.00/year
All City Facilities, Parks, Medians, and Districts

CITY OF CHINO

13220 Central Avenue
Chino, CA. 91710
Contact: Benjamin Orosco
Phone: (909) 772-0517
E-Mail: borosco@cityofchino.org
Project Completion: On going to 2024
Project size in \$: 550,000/year
Landscape Maintenance

CITY OF IRVINE

P.O. Box 19575
Irvine, CA. 92623
Phone: (949) 468-6896
Contact: Dennis Chiotti
E-Mail: dchiotti@cityofirvine.org
Project Completion: On going to 2024
Project size in \$: \$10,000,000/yr.
Medians, Parkways, City Parks, Villages of Westpark, Woodbridge, Turtle Rock, Great Park, Northwoods & Woodbury

CITY OF POMONA

505 South Garvey Avenue
Pomona, CA. 91766
Contact: Danny Whaley
Phone: (909) 620-2481
E-Mail: Danny_Whaley@ci.pomona.ca.us
Project Completion: On going to 2025
Project size in \$: 2,000,000/yr.
All City Parks, Facilities and Phillips Ranch

CITY OF NEWPORT BEACH

592 Superior Ave.
Newport Beach, CA. 92663
Contact: Kevin Pekar
E-Mail: kpekar@newportbeachca.gov
Phone: (714) 718-3464
Project Completion: On going to 2027
Project size in \$: \$2,000,000.00/year
All City Parks & Facilities



References:

Merchants Landscape has been doing business for over 23 years in the landscape maintenance and installation field.

1. City of Ontario / Phillip Marino / (909)395-2610 / pmarino@ontarioca.gov Parks and Civic Center – 15 parks and locations, general landscape maintenance such as: mowing, shrub and groundcover trimming, manual/hand watering, pressure washing, irrigation repairs and maintenance, pest control, weed control(chemically and mechanically), planting design and installation, tree trimming and installation and preparations for special events.
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4. City of Newport Beach / Kevin Pekar / (714)718-3464 / kpekar@newportbeachca.gov All City Parks and Facilities \$2,000,000 a year, general landscape maintenance such as: mowing, shrub and groundcover trimming, manual/hand watering, pressure washing, irrigation repairs and maintenance, pest control, weed control(chemically and mechanically), planting design and installation, tree trimming and installation and preparations for special events.

BASE FEE SCHEDULE

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1	CIVIC CENTER 1444 W. Garvey Avenue South (Total 4 acres Landscape & Hardscape)	\$ <u>5,511.00</u> LUMP SUM	\$ <u>66,132.00</u> LUMP SUM
2	AROMA PARKETTE 2201 Aroma Drive (Total 0.69 acres) Turf: 0.01 acres Landscape & Hardscape: 0.68 acres	\$ <u>175.00</u> LUMP SUM	\$ <u>2,100.00</u> LUMP SUM
3	CALIFORNIA PARKETTE 815 S. California Avenue (Total .16 acres) Turf: 0.11 acres Landscape & Hardscape: 0.05 acres	\$ <u>250.00</u> LUMP SUM	\$ <u>3,000.00</u> LUMP SUM
4	CAMERON PARK 1305 E. Cameron Avenue (Total 14.35 acres) Turf: 4.65 acres Landscape & Hardscape: 9.70 acres	\$ <u>4,269.00</u> LUMP SUM	\$ <u>51,228.00</u> LUMP SUM
5	CORTEZ PARK Cortez Park, West Covina Senior Center, Fire Station #2 & Single-family Dwelling 2441, 2501 Cortez Street & 421 Citrus Street (Total 22 acres) Turf: 11.67 acres Landscape & Hardscape: 8.53 acres Undeveloped lot: 1.80 acres	\$ <u>7,417.00</u> LUMP SUM	\$ <u>89,004.00</u> LUMP SUM

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
6	DEL NORTE PARK 1500 W. Rowland Avenue (Total 8.3 acres) Turf: 5.68 acres Landscape & Hardscape: 2.62 acres	\$ <u>4,745.00</u> LUMP SUM	\$ <u>56,940.00</u> LUMP SUM
7	FRIENDSHIP PARK 3740 S. Sentous Street (Total 6.00 acres) Turf: 4.50 acres Landscape & Hardscape 1.50 acres	\$ <u>4,344.00</u> LUMP SUM	\$ <u>52,128.00</u> LUMP SUM
8	GALSTER PARK 1620 Aroma Drive (Total 42.50 acres) Turf: 1.00 acres Landscape & Hardscape: 1.50 acres Undeveloped: 40.00 acres Campgrounds, Turf, Weed Abatement on the Trails and Trash in the Parks	\$ <u>2,573.00</u> LUMP SUM	\$ <u>30,876.00</u> LUMP SUM
9	GINGRICH PARK 1935 Woodgate Drive (Total 8.00 acres) Turf: 8.00 acres	\$ <u>5,879.00</u> LUMP SUM	\$ <u>70,548.00</u> LUMP SUM
10	HERITAGE PARK 3510 E. Cameron Avenue (Total 14.20 acres) Turf: .50 acres Landscape & Hardscape: 1.00 acres Undeveloped: 12.70 acres Turf, Weed Abatement on the Trails and Trash in the Parks	\$ <u>2,053.00</u> LUMP SUM	\$ <u>24,636.00</u> LUMP SUM
11	MORGANFIELD PARK 3200 Morganfield Avenue (Total 3.77 acres) Turf: 2.77 acres Landscape & Hardscape 1.00 acres	\$ <u>3,408.00</u> LUMP SUM	\$ <u>40,896.00</u> LUMP SUM

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
12	ORANGEWOOD PARK 1615 W. Merced Avenue (Total 8.30 acres) Turf: 6.00 acres Landscape & Hardscape: 2.30 acres	\$ _____ LUMP SUM \$4,344.00	\$ <u>52,128.00</u> LUMP SUM
13	PALMVIEW PARK 1340 E. Puente Avenue (Total 7.90 acres) Turf: 6.72 acres Landscape & Hardscape: 1.18 acres	\$ <u>4,544.00</u> LUMP SUM	\$ <u>54,528.00</u> LUMP SUM
14	RIDGE RIDERS / MAVERICK FIELD 350 S. Citrus Street (Total 8.25 acres) Undeveloped: 8.00 acres Landscape & Hardscape: .25 acres	\$ <u>2,205.00</u> LUMP SUM	\$ <u>26,460.00</u> LUMP SUM
15	SHADOW OAK PARK 2121 Shadow Oak Drive (Total 26.20 acres) Undeveloped: 6.00 acres Landscape & Hardscape: 7.00 acres Undeveloped: 13.20 acres	\$ <u>4,544.00</u> LUMP SUM	\$ <u>54,528.00</u> LUMP SUM
16	WALMERADO PARK 625 E. Merced Avenue (Total 5.70 acres) Undeveloped: 4.28 acres Landscape & Hardscape: 1.42 acres	\$ <u>4,210.00</u> LUMP SUM	\$ <u>50,520.00</u> LUMP SUM
17	WOODGROVE PARK 2001 S. Brentwood Drive (Total 9.99 acres) Undeveloped: 6.37 acres Landscape & Hardscape: 3.62 acres	\$ <u>4,350.00</u> LUMP SUM	\$ <u>52,200.00</u> LUMP SUM

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
18	WEST COVINA SPORTSPLEX 2100 S. Azusa Avenue (Total 31.95 acres) Parking Lot Landscape: 1.03 acres Perimeter Landscape: 30.92 acres	\$ 2,000.00 LUMP SUM	\$ 24,000.00 LUMP SUM

PARKS -

\$ 66,821.00

(Per Month Total)

\$ 801,852.00

(Per Year Total)

ANNUAL RENOVATON COST SCHEDULE

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER YEAR
1	CAMERON PARK 1305 E. Cameron Avenue (1) Softball Field 1.30 acres	<u>\$ 6,987.50</u> LUMP SUM
2	CORTEZ PARK 2501 Cortez Street (2) Youth Baseball Fields 1.50 acres (1) Football Field 1.30 acres	<u>\$ 10,750.00</u> LUMP SUM
3	DEL NORTE PARK 1500 W. Rowland Avenue (1) Youth Baseball Field .75 acres	<u>\$ 4,031.25</u> LUMP SUM
4	FRIENDSHIP PARK 3740 S. Sentous Street (1) Youth Baseball Field .75 acres	<u>\$ 4,031.25</u> LUMP SUM
5	ORANGEWOOD PARK 1615 W. Merced Avenue (1) Soccer Practice Field 2.42 acres (1) Soccer Field 2.42 acres	<u>\$ 16,125.00</u> LUMP SUM

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER YEAR
6	PALMVIEW PARK 1340 E. Puente Avenue (1) Baseball Field 1.30 acres (1) Soccer Field 2.42 acres	\$ <u>14,620.00</u> LUMP SUM
7	SHADOW OAK PARK 2121 Shadow Oak Drive (2) Multi-purpose Fields 4.00 acres	\$ <u>14,781.25</u> LUMP SUM
8	WALMERADO PARK 625 E. Merced Avenue (1) Baseball Field 2.00 acres	\$ <u>6,718.75</u> LUMP SUM

FIELD RENOVATIONS

\$ 78,045.00
(Per Year Total)

SUPPLEMENTAL HOURLY RATE AND EQUIPMENT SCHEDULE

Prospective Bidder Name

Schedule of Hourly Rates

Title	Regular	Over Time	After-Hours	Holiday/ Premium
Supervisor	\$65.00	\$97.50	\$97.50	\$130.00
Irrigation Technician	\$55.00	\$82.50	\$87.50	\$110.00
Crew Member	\$30.00	\$45.00	\$45.00	\$60.00
Other (please specify)				
Foreman/Driver	\$40.00	\$60.00	\$60.00	\$80.00

Schedule of Specialty Vehicles/Equipment

Vehicle/Equipment Type	Day Rate	Emergency/ After-Hours Rate
Tree Truck/Chipper	\$1,785.00	\$350.00

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

DRAFT

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A and B, inclusive, of this Agreement (Exhibits A and B) and this PRS, Exhibits A and B shall control. The City reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A and B, to clarify Performance Requirements or to monitor any part of this Agreement

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the City by a regulatory or governmental agency.	☐ Yes ☐ No ☐ N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost. Also, possible suspension or termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports, as agreed upon during initial meeting between City and Contractor or as directed by City	Submitted to Public Services Director or his/her designee daily/weekly/monthly, as agreed by City and Contractor or as directed by City.	\$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	
2. Additional Reports As Required	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	
3. Maintenance Schedule Calendar	Submitted to Public Services Director or his/her designee within 2 weeks from Agreement Effective Date.	\$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Public Services Director or his/her designee or his/her representative.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A and B, inclusive, of this Agreement (Exhibits A and B) and this PRS, Exhibits A and B shall control. The City reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A and B, to clarify Performance Requirements, or to monitor any part of this Agreement.

4. Work Location Schedule Checklist	Submitted to Public Services Director or his/her designee at each weekly meeting.	\$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	
5. Irrigation Maintenance Log	Recorded at each controller outlining daily maintenance activities that adhere to schedule.	\$50 per day that activities are not recorded as required.	☐ Yes ☐ No ☐ N/A	
C. EMPLOYEES				
1. Contractor Not Providing Adequate Employees	Contractor must provide enough employees to perform the work requested.	\$200 per employee per day that is missing from the jobsite.	☐ Yes ☐ No ☐ N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$200 per occurrence.	☐ Yes ☐ No ☐ N/A	
3. Uniform	Uniforms shall be worn at all times by all employees on the job.	\$50 per employee, per occurrence.	☐ Yes ☐ No ☐ N/A	
4. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	☐ Yes ☐ No ☐ N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the City in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	☐ Yes ☐ No ☐ N/A	
2. Makes Site Inspections	Sites inspected each shift or as required by Agreement.	\$50 per occurrence.	☐ Yes ☐ No ☐ N/A	

**Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Public Services Director or his/her designee or his/her representative.*

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A and B, inclusive, of this Agreement (Exhibits A and B) and this PRS, Exhibits A and B shall control. The City reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A and B, to clarify Performance Requirements or to monitor any part of this Agreement

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
4. Provide Adequate Supervision and Training	Agreement specifications met.	\$50 per occurrence plus suspension.	☐ Yes ☐ No ☐ N/A	
5. Supervisors speak and understand English	On-site supervisor can communicate in English with City Public Services Director or his/her designee or designee.	\$100 per day for use of non English-speaking supervisor plus suspension.	☐ Yes ☐ No ☐ N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of Agreement and on a timely basis there-after.	\$200 per day; work/Agreement suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in Agreement.	\$200 per occurrence.	☐ Yes ☐ No ☐ N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain City's written approval prior to subcontracting any work.	\$500 per occurrence plus suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	

**Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Public Services Director or his/her designee or his/her representative.*

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A and B, inclusive, of this Agreement (Exhibits A and B) and this PRS, Exhibits A and B shall control. The City reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A and B, to clarify Performance Requirements or to monitor any part of this Agreement

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of City.	\$200 per day the City is not informed of this change; suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
F. SCOPE OF SERVICES				
1. ALL SITE INSPECTION AND REPORTING REQUIREMENTS PER	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
2. ALL MANAGEMENT AND SUPERVISION	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
3. TURF CARE				
a. Mowing	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Mechanical Edging	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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c. Aerification	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
d. Thatch Removal/ Renovation	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
e. Pest and Disease Control	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
4. IRRIGATION SYSTEMS				
a. Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Reset rain sensor on controller	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
c. Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Services.	\$250 per day if the work is not done within the time frame specified by the Public Services Director or his/her designee.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
d. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
e. Manual Watering of Shrubs and Turf, more often if necessary	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
f. Backflow Prevention Device Testing	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
g. Flush Each Irrigation System	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
5. SHRUB AND GROUND COVER				
a. Pruning and Trimming	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Renovation	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
c. Shrub and Groundcover Replacement	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
d. Planting Operation	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. FERTILIZATION	As required in the Scope of Services.	\$150 per occurrence.	☐ Yes ☐ No ☐ N/A	
7. TREE CARE				
a. General Pruning and Safety Clearance	As scheduled and in accordance with the Scope of Services.	\$150 per occurrence, per tree.	☐ Yes ☐ No ☐ N/A	
b. Planting Operation	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
8. SITE CLEANUP				
a. Litter Control	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Raking	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
c. Sweeping	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
d. Natural Area Maintenance	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
9. BRUSH CLEARANCE				
a. Brush Removal and Safety Clearance	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Fire Protection	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
10. DRAINAGE SYSTEMS				
a. Brush Removal and Safety Clearance	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 4, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF 2024 CITY COUNCIL GOALS

RECOMMENDATION:

City Council consideration and approval of the 2024 City Council Goals: 1) Protect Public Safety, 2) Address Homeless Issues, 3) Enhance City Image and Effectiveness, 4) Maintain Good Intergovernmental Relations, 5) Achieve Fiscal Sustainability and Financial Stability, 6) A Well-Planned Community, 7) Expand Economic Development Opportunities, 8) An Accessible Community, and 9) A Creative and Active Community

BACKGROUND:

Goal setting helps an organization determine where it is going over the next year and beyond, how the organization is going to get there, and provides a path to get there, allowing for measurable achievements that confirm if it reached its goal or not. This is the City's "Game Plan" for the future of the City. The focus of this report is to have the City Council outline its goals for the community and municipal organization for the coming year. Goal setting helps the City manage public dollars and resources prudently by anticipating community needs, problems and concerns. Goals-based planning starts with focus on the organization's vision and values, then the selection of projects and programs to meet and achieve the goals. This report provides a highlight of goals that were adopted in January 2023 and where the Council is focusing their attention for the year 2024.

DISCUSSION:

The following goals are provided for consideration and approval.

Completed 2023 Goals

I. Protect Public Safety:

- Continue to respond to the global COVID-19 pandemic.
 - Administer ongoing cooperative agreements for COVID-19 testing and vaccination.
- Negotiate and execute interlocal equipment agreements with Cities of La Verne, Manhattan Beach, and San Gabriel for fire emergency services.
- Acquire and implement the use of Police Department body-worn cameras.
- Take delivery and place in service two (2) new rescue ambulances and one (1) new fire ladder truck/quint

II. Achieve Fiscal Sustainability and Financial Stability:

- Maintain and monitor the City's fiscal health.
 - Update fee schedule.
 - Install new financial management system.
- Update City Personnel Rules including use policies.

IV. A Creative and Active Community:

- Develop a master calendar of community and City-sponsored events.

V. A Well-Planned Community:

- Continue work on a comprehensive revision of the City's General Plan and Development Code Update.
- Enact the new Zoning Ordinance that went into effect January 2023.

VIII. Enhance City Image and Effectiveness:

- Celebrate the City's Centennial Birthday.
 - Brand all City 2023 events as "Centennial".
 - Host a centennial dinner at the Sportsplex on February 16, 2023.
 - Brand City vehicles with the centennial logo.
 - Collaborate with the Historical Society for centennial celebrations.
 - Create centennial merchandise.
 - Repair Antique Fire Engine (at Hurst Ranch).
-

CITY COUNCIL GOALS FOR 2024

I. Protect Public Safety:

- Continue to respond to the global COVID-19 pandemic.
 - Manage and prepare for future pandemics by replacing and upgrading the heating, ventilation and air condition (HVAC) system and the existing roof for the Cortez Community & Senior Center with a filtration system that incorporates ultraviolet light that will reduce the risk of virus transmissions in enclosed spaces.
- Negotiate and execute regional automatic aid agreement with City of La Verne for fire emergency services.
- Negotiate and execute automatic aid agreement with Los Angeles County Fire Department.
- With due regard to General Fund fiscal impacts, respond to California Department of Public Health (CDPH) proposed regulations. Seek provisional approval from CDPH for creation of a fiscally sustainable municipal health department. Prepare a Community Health Needs Assessment, Community Health Improvement Plan and other studies as may be required by CDPH and the Public Health Accreditation Board. Negotiate and execute agreement(s) for Health Department laboratory services.
- Update the City's Emergency Management Program, including Community Emergency Response Team, Emergency Operations Center Training, Citywide CERT Training including "train the trainer" and Disaster Preparedness and Hazard Mitigation plans.
- Monitor, manage, and as appropriate reduce Fire Department overtime expenditures.
- Annual Police Department review intended to increase accountability and transparency.
- Take delivery and place in service two (2) new fire pumper engines.
- Develop specifications for and put out to bid for delivery of a new fire pumper engine (2026).
- Work with Animal Care & Control to conduct the bi-annual canvass for pet licenses.
- Continue to expand Police Officer visibility in the community by promoting neighborhood events like Coffee with a Cop.

II. Achieve Fiscal Sustainability and Financial Stability:

- Maintain and monitor the City's fiscal health.
 - Continue to implement fiscal recovery and fiscal recovery plans.
 - Nurture local businesses and attract non-retail jobs.
 - Implement appropriate funding for landscape maintenance districts.
 - Review and update agreements for waste hauling, towing and facility use.
- Maintain and promote employee relations.
- Employ known principles of risk management to address action items identified in the City Risk Management Evaluation.
- Make changes in ways the City conducts its business ensuring the needs of the City are met.

III. Address Homeless Issues:

- Secure external funding, including San Gabriel Valley Housing Trust and County homeless funds.
- Partner with area cities on a regional response to inadequacies of existing Measure H program.
- Expand Mental Health Services for unhoused.
- Increase contact between Department of Mental Health and the unhoused population in West Covina.
- Work with other agencies/non-profit organizations to reduce the homeless count for West Covina.
- Work/Collaborate with other agencies/nonprofits to provide resources to the unhoused and reduce West Covina's homeless count.

IV. A Creative and Active Community:

- Partner with community partners to co-host events with community partners.
- Re-evaluate opportunities to weave the arts and local heritage into everyday life.
- Develop a master calendar of community and City-sponsored events.
- Review recreational opportunities at the equestrian center.

V. A Well-Planned Community:

- Update permit software.
- Implement a Rental Inspection Program.
- Obtain State Certification of the Housing Element Update.
- Develop a Park Master Plan (long range planning tool).
- Establish lights on Glendora Ave and Clean-up.
- Update and audit Landscape Maintenance Districts.
- Work towards implementing an Active Transportation Plan.

VI. Maintain Good Intergovernmental Relations:

- Keep regulatory compliance with changing State and Federal regulations and laws (e.g., SB 1383, SB 9, CalRecycle, Department of Toxic Substances Control, State Housing and Community Development).
- Pursue external partnerships and grants.
- Reinforce the Library's role in the community as a civic and cultural center.
- Actively participate in the San Gabriel Valley Council of Governments.

VII. Expand Economic Development Opportunities:

- Continue marketing efforts to expand and retain the business base.
- Work with property owners to promote development in the community.
- Focus efforts of the City's Community & Economic Development Division on economic recovery and tourism through continued relationship building, research, and advocacy of development.
- Reinforce West Covina's brand as a great place to live, work and play in the San Gabriel Valley.
- Establish a Business Improvement Association on Glendora Avenue.
- Collaborate with Plaza West Covina mall ownership to develop a master plan for Plaza West Covina.
- Establish a West Covina Chamber of Commerce.

- Consider all options for the development of City owned parcels at the former BKK site.
- Update the City's website.

VIII. Enhance City Image and Effectiveness:

- Bring all City facilities to standard.
 - Identify potential projects for inclusion in the Capital Improvement Plan.
- Enhance recreational and park opportunities in the community.
 - Enhance communication to residents through published newsletters, the website, and social media.
 - Prepare the annual "State of the City" report.
- Implement the City's Active Transportation Plan.
- Make the community more verdant.
- Implement the master plan of street trees.
- Assess and as necessary upgrade the City's sewer collection system.
 - Implement the annual street paving program.
 - Remove trash bins from parks.
 - Replace bus shelters.
 - Install a reader board for Sportsplex on Azusa.
 - Work with Caltrans to clean up freeway on/off ramps.
- Complete a precise plan for the new Fire Station #1.
- Establish a weekly street sweeping schedule.
- Prepare and approve a Traffic Signal Maintenance Agreement.

IX. An Accessible Community:

- Establish a Disability Advisory Commission.
- Consider implementation of best practices as recommended by the U.S. Conference of Mayors Disability Employment Working Group: Disability Employment Working Group.
- Review Best Practices in Disability Employment.
- Review City Development Codes and Current Practices on Accessible Urban Development: Good Practices of Accessible Urban Development.
- Establish and implement an ADA Transition Plan

Prepared by: Paulina Morales, City Manager

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
 Achieve Fiscal Sustainability and Financial Stability
 Address Homeless Issues
 A Creative and Active Community
 A Well-Planned Community
 Maintain Good Intergovernmental Relations
 Expand Economic Development Opportunities
 Enhance City Image and Effectiveness
 An Accessible Community



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 4, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDATION:

It is recommended that City Council approve the Fiscal Year 2024-25 Operating and Capital Improvement Program Budget by adopting the following resolution:

RESOLUTION NO. 2024-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024-25

BACKGROUND:

The budget sets forth a strategic resource allocation plan and serves as a policy document, financial plan, operations guide, and communication device all in one. Through the budget document, the City demonstrates its accountability to its residents, customers, and community. This year's budget process began with a budget survey that was made available to the public from December 2023 to February 2024. The Long Range Financial Forecast was then updated and filed with the City Council on February 20, 2024.

The FY 2024-2025 Proposed Budget was presented to Council on May 7, 2024. Following the presentation to the Council, staff held two community workshops on May 8, 2024 and May 13, 2024. Additionally, staff provided the City Council with feedback from the two community workshops on May 21, 2024 for consideration.

The FY 2024-2025 Proposed Budget is available online:

<https://www.westcovina.org/departments/finance/budget-finance-reports/annual-budget>

DISCUSSION:

No changes have been made to FY2024-25 expenditures since the budget was proposed. The attached resolution will appropriate funds to allow for expenditures in FY2024-2025 and includes the schedule of authorized full-time positions.

Staff recommends that the Council approve the Fiscal Year 2024-25 Operating and Capital Improvement Program Budget by adopting the proposed resolution.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve the resolution as proposed; or
2. Provide alternative direction regarding changes to FY 2024-25 Proposed Budget.

Prepared by: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

Citywide Summary

West Covina's total projected operating and capital improvement expenditures for the upcoming fiscal year are over \$155 million. Revenue for all fund types combined is over \$136 million and includes Property Tax, Sales Tax, Revenue from Other Agencies, Charges for Services, Licenses & Permits, Fines & Forfeitures, and Revenue from Other Agencies. Overall, the City-Wide budget is structurally balanced, as recurring revenues (\$136M) exceed recurring expenditures (\$134M).

General Fund

Total General Fund revenues are projected to be over \$91 million, a 7.6 percent increase from the FY 2023-24 Adopted Budget. General Fund expenditures for the fiscal year 2024-25 are projected to be over \$76 million. This is an \$8.4 million increase from the FY2023-24 original budget.

Attachments

Attachment No. 1 - Resolution No. 2024-30 - Budget Adoption

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Address Homeless Issues
A Creative and Active Community
A Well-Planned Community
Maintain Good Intergovernmental Relations
Expand Economic Development Opportunities
Enhance City Image and Effectiveness
An Accessible Community

RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024-25

The City Council of the City of West Covina finds and declares as follows:

WHEREAS, at its regular meeting on May 7, 2024, the City Council received and filed the proposed Fiscal Year 2024-25 Operating and Capital Improvement Budget, directed that the proposed budget be broadly publicly disseminated, including at Community Budget Workshops on May 8, 2024 and May 13, 2024, and scheduled it for consideration at the June 4, 2024 City Council meeting; and

WHEREAS, on May 8, 2024 and May 13, 2024, the City held Community Budget Workshops regarding the proposed budget; and

WHEREAS, the City also solicited and received input from the public in the form of an online Budget Survey; and

WHEREAS, at its regular meeting on May 21, 2024, the City Council further considered the proposed budget; and

WHEREAS, the City solicited and received input from the public at the May 7, 2024, May 8, 2024, May 13, 2024, and May 21, 2024 meetings and workshops; and

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2024-25 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City Council has considered the proposed budget and input from the public and desires to approve and adopt the Fiscal Year 2024-25 Operating and Capital Improvement Program Budget for the City, West Covina Public Financing Authority, Housing Authority and Successor Agency to the Former West Covina Redevelopment Agency; and

WHEREAS, the Operating and Capital Improvement Program Budget for the City of West Covina, West Covina Public Financing Authority, West Covina Housing Authority, and Successor Agency to the Former West Covina Redevelopment Agency for Fiscal Year 2024-25 ("Fiscal Year 2024-25 Budget") is attached hereto as Exhibit A.

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

SECTION 1. The Fiscal Year 2024-25 Budget, as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved, adopted and appropriated. A copy of said budget is hereby ordered to be filed in the Office of the City Clerk within thirty (30) days and shall be certified by the City Clerk as having been adopted by this resolution.

SECTION 2. The budget for the Successor Agency to the Former West Covina Redevelopment Agency for Fiscal Year 2024-25, as prepared and submitted by the Executive Director and as modified by the Agency Board Members and included in the Fiscal Year 2024-25 Budget, is hereby approved, adopted and appropriated, on the express condition that said budget be published the same as a separate component of the City of West Covina's budget, and further conditioned on the City of West Covina, its General Fund and all its various other accounting funds are not obligated to finance or fulfill any Successor Agency obligations. A copy of said budget is hereby ordered to be filed in the Office of the City Clerk/Secretary within thirty (30) days and shall be certified by the City Clerk/Secretary as having been adopted by this resolution.

SECTION 3. From the effective date of the Fiscal Year 2024-25 Budget, appropriations may be reallocated from one activity account to another within a fund upon review by the Finance Department and approval of the City Manager or his/her designee, provided there is no change in the scope of service delivery level or increase in the appropriation as approved by the City Council.

SECTION 4. As necessary, appropriations may be made for donations and grants received during the fiscal year up to \$60,000 per source or grantor upon review by the Finance Department and approval of the City Manager or his/her designee. Donations and grant awards with matching requirements, or exceeding \$60,000 from a single source or grantor, require City Council approval.

SECTION 5. The approved budgets for the Capital Improvement Program remain as authorized appropriations for the individual capital projects until these capital projects are completed. Any unexpended authorized appropriations for each capital project is automatically carried over from fiscal year to fiscal year, until the funds of the individual capital project are expended or the capital project is canceled. Following the completion of the individual capital projects, the unexpended appropriations of each completed capital project shall be canceled and the capital projects funding sources shall be released from their unexpended funding commitment.

SECTION 6. The City Council does hereby authorize and approve the number and classification of employees in the respective functions, departments and/or activities set forth in the Schedule of Full-Time Positions attached hereto as Exhibit B. No increase shall be made in the number of authorized full-time positions without City Council approval. However, the City Manager is authorized to transfer positions within existing

position classifications and reorganize departments under the City Manager's authority, if in the City Manager's judgment such actions will result in a higher degree of efficiency of overall operations of the City.

SECTION 7. At the close of the 2023-24 Fiscal Year, unexpended encumbered appropriations in the Operating Budget may be carried forward to the 2024-25 Fiscal Year upon review by the Finance Department and approval of the City Manager or his/her designee for the expense of outstanding purchase commitments and programs.

SECTION 8. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED on this 4th day of June, 2024.

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-30 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of June, 2024, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

City of West Covina, West Covina Public Financing Authority, West Covina Housing Authority, and Successor Agency to the Former West Covina Redevelopment Agency Fiscal Year 2024-25 Budget

Fund	FY2024-25 Proposed Budget	Adjustments	FY2024-25 Adopted Budget
General Fund (Fund# 110)			
Expenditures			
Administration	1,785,995	-	1,785,995
City Clerk	710,614	-	710,614
Finance	4,566,343	-	4,566,343
Fire	23,953,222	-	23,953,222
Police	34,048,448	-	34,048,448
Code Enforcement	1,065,105	-	1,065,105
Public Works	4,884,635	-	4,884,635
Community Services	2,389,730	-	2,389,730
Community Development	2,755,269	-	2,755,269
Expenditures Total	76,159,361	-	76,159,361
Transfers			
Transfers	15,263,586	-	15,263,586
Transfers Total	15,263,586	-	15,263,586
Total General Fund	91,422,947	-	91,422,947
Other Funds (Fund# - Name)			
117-Equitable Sharing-USDOJ	1,999,432	-	1,999,432
118-Equitable Sharing-Treasury	675,000	-	675,000
119-Air Quality Improvement Trust	226,400	-	226,400
120-Prop A Discretionary	100,000	-	100,000
121-Prop A	2,325,935	-	2,325,935
122-Prop C	2,645,532	-	2,645,532
124-Gasoline Tax	3,384,327	-	3,384,327
127-Police Donations	5,859	-	5,859
128-Transportation Development Act	70,000	-	70,000
129-AB 939	138,157	-	138,157
131-Community Dev. Block Grant	268,989	-	268,989
143-LA County Park Bond	19,000	-	19,000
144-Highway Safety Improvement Program	800,000	-	800,000
145-Waste Mgt Enforcement Grant	115,700	-	115,700
146-Senior Meals Program	322,708	-	322,708
149-Used Oil Block Grant	14,710	-	14,710
150-Inmate Welfare	4,000	-	4,000
153-Public Safety Augmentation	1,151,855	-	1,151,855
155-COPS/SLESF	290,583	-	290,583

Fund	FY2024-25 Proposed Budget	Adjustments	FY2024-25 Adopted Budget
158-CRV Recycling Grant	28,000	-	28,000
160-Capital Projects	1,105,000	-	1,105,000
161-Construction Tax	20,000	-	20,000
162-Information Technology	179,000	-	179,000
180-Future Street Improvements	171,400	-	171,400
181-Maintenance District #1	711,890	-	711,890
182-Maintenance District #2	514,678	-	514,678
183-WC CSS CFD	147,560	-	147,560
184-Maintenance District #4	1,479,669	-	1,479,669
186-Maintenance District #6	303,124	-	303,124
187-Maintenance District #7	348,144	-	348,144
188-Citywide Maintenance District	2,053,439	-	2,053,439
189-Sewer Maintenance	4,378,338	-	4,378,338
190-Auto Plaza Improvement District	64,920	-	64,920
191-General Plan Update	1,000,000	-	1,000,000
197-Measure W Stormwater	4,675,000	-	4,675,000
220-WC Community Svcs Foundation	113,300	-	113,300
224-Measure R	1,502,174	-	1,502,174
233-Taskforce Reg. Autotheft Prev.	193,688	-	193,688
234-Officer Wellness & Mental Health	65,294	-	65,294
235-Measure M	5,020,810	-	5,020,810
236-Measure A	340,000	-	340,000
237-SB1 - Road Maintenance Rehab	4,875,000	-	4,875,000
240-Measure H	7,500	-	7,500
242-Sportsplex	912,068	-	912,068
300-Debt Service - City	15,872,613	-	15,872,613
361-Self Insurance General/Auto Liab	4,469,600	-	4,469,600
363-Self-Insurance Workers' Comp	2,772,200	-	2,772,200
365-Fleet Management	1,765,341	-	1,765,341
367-Vehicle Replacement	200,000	-	200,000
368-Retirement Health Savings Plan	4,100	-	4,100
375-Police Enterprise	688,804	-	688,804
810-Redevelopment Obligation Ret.	3,107,151	-	3,107,151
815-Successor Agency Admin.	250,000	-	250,000
820-Successor Housing Agency	884,456	-	884,456
853-CFD Debt Service	6,474,641	-	6,474,641
Total Other Funds	81,257,089	-	81,257,089
Total Expenditures & Transfers	172,680,036	-	172,680,036

EXHIBIT B

**City of West Covina,
West Covina Public Financing Authority, West Covina Housing Authority, and
Successor Agency to the Former West Covina Redevelopment Agency
Fiscal Year 2024-25 Schedule Of Full-Time Positions**

Department/Classification	FY2024-25		FY2024-25
	Proposed Budget	Adjustments	Adopted Budget
Administration			
Assistant City Manager	1	0	1
Asst. to the City Manager	1	0	1
City Manager	1	0	1
Econ Dev Housing Manager	1	0	1
Econ Dev Project Coordinator	1	0	1
Econ Dev Project Manager	1	0	1
Exec Assistant To City Manager	1	0	1
Sr Administrative Assistant	1	0	1
Administration Total	8	0	8
City Clerk			
Assistant City Clerk	1	0	1
Deputy City Clerk	1	0	1
City Clerk Total	2	0	2
Code Enforcement			
Code Enforcement Director	1	0	1
Code Enforcement Officer	4	0	4
Code Enforcement Supervisor	1	0	1
Code Enforcement Total	6	0	6
Community Development			
Administrative Assistant I	2	0	2
Comm. Dev. Deputy Director	1	0	1
Planning Assistant	1	0	1
Planning Associate	1	0	1
Project Manager	1	0	1
Sr Administrative Assistant	1	0	1
Community Development Total	7	0	7
Community Services			
Administrative Assistant I	1	0	1
Comm Services Deputy Director	1	0	1
Community Services Coordinator	5	0	5
Head Cook	1	0	1
Recreation Services Supervisor	1	0	1
Community Services Total	9	0	9

Department/Classification	FY2024-25		FY2024-25
	Proposed Budget	Adjustments	Adopted Budget
Finance			
Accountant	2	0	2
Accounting Technician II	2	0	2
Assistant Finance Director	1	0	1
Computer Services Technician	1	0	1
Finance Director	1	0	1
GIS Analyst	1	0	1
Human Resources Analyst I	1	0	1
Human Resources Manager	1	0	1
Human Resources Technician	1	0	1
Information Tech Analyst I	1	0	1
Information Technology Manager	1	0	1
Payroll Specialist	2	0	2
Purchasing Manager	1	0	1
Senior Accountant	1	0	1
Sr Administrative Assistant	1	0	1
Sr. Human Resources Technician	1	0	1
Finance Total	19	0	19
Fire			
Administrative Aide	2	0	2
Assistant Fire Chief	3	0	3
Fire Captain	15	0	15
Fire Chief	1	0	1
Fire Engineer	15	0	15
Fire Protection Specialist	1	0	1
Firefighter	9	0	9
Firefighter/Paramedic	27	0	27
Management Analyst I	1	0	1
Sr Administrative Assistant	1	0	1
Fire Total	75	0	75
Police			
Code Enforcement Supervisor	1	0	1
Communications Manager	1	0	1
Communications Supervisor	4	0	4
Community Services Officer	8	0	8
Corporal	17	0	17
Criminal Justice Res Analyst I	1	0	1
Forensic Specialist Supervisor	1	0	1
Jailer	6	0	6

Department/Classification	FY2024-25		FY2024-25
	Proposed Budget	Adjustments	Adopted Budget
Lead Jailer	1	0	1
Lieutenant	6	0	6
Police Admin Svcs Manager	1	0	1
Police Captain	2	0	2
Police Chief	1	0	1
Police Officer	58	0	58
Police Officer Recruit	5	0	5
Police Records Manager	1	0	1
Police Records Specialist I	3	0	3
Police Records Specialist II	4	0	4
Police Records Supervisor	1	0	1
Public Safety Dispatcher	8	0	8
Sergeant	13	0	13
Sr Administrative Assistant	2	0	2
Sr Communications Operator	4	0	4
Victim Advocate	1	0	1
Police Total	150	0	150
Public Works			
Administrative Assistant II	1	0	1
Building Maintenance Leadworker	1	0	1
Electrician I	1	0	1
Electrician II	1	0	1
Equipment Operator	1	0	1
Fleet Services Coordinator	1	0	1
Maintenance Leadworker	2	0	2
Maintenance Svcs Coordinator	2	0	2
Maintenance Worker II	22	0	22
Maintenance Worker III	4	0	4
Management Analyst I	1	0	1
Public Works Deputy Director	1	0	1
Public Works Superintendent	1	0	1
Street Maintenance Supervisor	1	0	1
Public Works Total	40	0	40
Grand Total	316	0	316