CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JULY 16, 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 JULY 16, 2024, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Chaplin Kelly DuPee West Covina Police Department

PLEDGE OF ALLEGIANCE
Led by Councilwoman Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Recognition of Retirement - Purchasing Manager Maria Delira

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.

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE JULY 2, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JULY 2, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

That the Council approve the July 2, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the July 2, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF RATIFICATION OF SUBAWARD AGREEMENT WITH LOS ANGELES COUNTY AGING & DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS FOR THE SENIOR MEALS PROGRAM

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

1. Ratify the Subaward between the County of Los Angeles Aging and Disabilities Department and the City of West Covina for the Elderly Nutrition Program (ENP) (Subaward Number ENP242510); and
2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers; and
3. Adopt the following resolution:

RESOLUTION NO. 2024-46 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS (SUBAWARD NUMBER ENP 242510) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBAWARD AGREEMENT AND FUTURE AMENDMENTS TO THE SUBAWARD AGREEMENT

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF AGREEMENT WITH PBK ARCHITECTS, INC. FOR DESIGN SERVICES FOR THE NEW FIRE STATION 1 - PROJECT NO. 23002

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

1. Approve a Professional Services Agreement with PBK Architects, Inc. in the amount of $799,500.00 to provide design services (DES Phase) for the Fire Station 1 Replacement Project; and
2. Approve a project design contingency in the amount of $119,925 to address any unforeseen conditions; and
3. Authorize the City Manager to execute the agreement, in substantially the form as attached and in such final form as approved by the City Attorney, and any future amendments to the agreement.

FINANCE DEPARTMENT

4) CONSIDERATION OF UPDATE TO MASTER FEE SCHEDULE

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

RESOLUTION NO. 2024-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A REVISED MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY OF WEST COVINA

POLICE DEPARTMENT

5) CONSIDERATION OF AWARD OF BID AND AGREEMENT FOR CROSSING GUARD SERVICES

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

1. Award Request for Proposal (RFP) No. 202413 to All-City Management Services, Inc. for crossing guard services;

2. Authorize the City Manager to negotiate and execute a Professional Services Agreement and any related documents with All-City Management Services, Inc., in an amount not to exceed $2,128,426 over a five-year term, in such final form as approved by the City Attorney; and

3. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2024-56 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (CROSSING GUARD SERVICES)

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

6) PUBLIC HEARING REGARDING THE WEST COVINA CITYWIDE SEWER SERVICE CHARGE COLLECTION METHOD AND ASSOCIATED REPORT

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

RESOLUTION NO. 2024-52 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING THE SEWER SERVICE CHARGES TO BE COLLECTED ON THE FISCAL YEAR 2024-25 TAX ROLL

7) PUBLIC HEARING REGARDING FISCAL YEAR 2024-25 ASSESSMENT FOR THE WEST COVINA CITYWIDE LIGHTING AND MAINTENANCE DISTRICT

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

RESOLUTION NO. 2024-51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR THE CITYWIDE LIGHTING AND MAINTENANCE DISTRICT FOR FISCAL YEAR 2024-25

8) PUBLIC HEARING REGARDING FISCAL YEAR 2024-25 ASSESSMENTS FOR WEST COVINA LANDSCAPE MAINTENANCE DISTRICTS 4, 6 AND 7

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

RESOLUTION NO. 2024-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 4

RESOLUTION NO. 2024-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 6

RESOLUTION NO. 2024-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 7

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 August 20, 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 ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE JULY 2, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JULY 2, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the July 2, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the July 2, 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 - 7/2/2024 Closed Session Minutes Draft

Attachment No. 2 - 7/2/2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JULY 2, 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

DRAFT

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Calderón Tabatabai on Tuesday, July 2, 2024, at 6:00 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, Gary S. Kranker, Jones Mayer, Peter Nguyen, Libert Cassidy Whitmore, Jo-Anne Burns, Deputy Director Community Development, Richard Bell, Police Chief, Milan Mrakich, Director Code Enforcement

PUBLIC COMMENTS ON ITEMS ON THE AGENDA
None

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1)
    1. City of Whittier, City of West Covina, et al, v. Superior Court of the State of California, County of Orange (LA Superior Court Case No 23STCP03579)

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(4)
    1. Number of Cases: Two (2)

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, July 18, 2024, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

DRAFT

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JULY 2, 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, July 2, 2024, at 7:15 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

INVOCATION
Led by Rabbi Ralph Resnick from Temple Ami Shalom

DRAFT

PLEDGE OF ALLEGIANCE
Led by Councilman Cantos

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

- Proclamation Recognizing Park and Recreation Month
- Certificate of Recognition presented to One Veg World

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ACTION: Request by Mayor Calderón Tabatabai to move item Number 9 to before the Consent Calendar. – No objection

ORAL COMMUNICATIONS - Three (3) minutes per speaker
John Shewmaker
R. Robinson
Brian Gutierrez
Leslie Martel
Dan Tran
Bill Elliot
Davis S
Caelyn Oei

DEPARTMENT REGULAR MATTERS

CITY MANAGER'S OFFICE

9) **OVERVIEW OF PROPOSED "PATHWAY HOME" PROJECT**

Action: Received presentation by the Council

Oral Communication on Item No. 9 - Three (3) minutes per speaker

Stephen Pritchard
John Carson

DRAFT

Joe
Ted Hwang
Eddie
Glen Hammond
Scott Chamberlain
Carole Reyes
Dr. Josie Paredes
Paul
Elsa
Sherrie Berillon
Michele Durfee
Stephanie Serrano
Kay Eckert
Yesenia
Shelia Baldwin
Peggy Martinez
Angie Gillingham
Steve Gillingham
Days Inn
Brian Gutierrez
Angie T
Nadia
Dennis
Chris P
Sue Augino
Jeff Augino
Josephine Garcia
Therese Garcia
WM Slaninko
Glenn Kennedy
Nicholas Sanchez
Simon Wright
Francoise Coulton
Patricia Molina
Jim Schneider
Gloria Candara
Rick Hernandez
Sarah Love

DRAFT

CONSENT CALENDAR
ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Diaz, 5-0 to: *Approve Consent Calendar Items 1-6.*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE JUNE 18, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 18, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**
Carried 5-0 to: approve the June 18, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the June 18, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY CLERK'S OFFICE

2) **CONSIDERATION OF RESOLUTIONS RELATING TO THE NOVEMBER 5, 2024 ELECTION**

Carried 5-0 to: Adopt the following Resolutions relating to the November 5, 2024 General Municipal Election:

RESOLUTION NO. 2024-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

RESOLUTION NO. 2024-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

RESOLUTION NO. 2024-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

COMMUNITY DEVELOPMENT

3) **CONSIDERATION OF FISCAL YEAR 2024-25 ASSESSMENT RATE FOR WEST COVINA LANDSCAPE MAINTENANCE DISTRICT NOS. 1 & 2**

Carried 5-0 to: adopt the following resolutions:

RESOLUTION NO. 2024-34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA SETTING THE ASSESSMENT RATE FOR WEST

DRAFT

COVINA LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024

RESOLUTION NO. 2024-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA SETTING THE ASSESSMENT RATE FOR WEST COVINA LANDSCAPE MAINTENANCE DISTRICT NO. 2 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024

4) **CONSIDERATION OF RENEWAL OF LANDSCAPE MAINTENANCE DISTRICTS 4, 6 AND 7 — ORDERING OF AND PRELIMINARY APPROVAL OF THE CONSOLIDATED ENGINEER'S REPORT**

Carried 5-0 to: adopt the following actions:

1. Adopt the following resolution(s):
   RESOLUTION NO. 2024-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ORDERING THE PREPARATION AND FILING OF A REPORT REGARDING THE FISCAL YEAR 2024-25 ASSESSMENT TO BE LEVIED IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 4

   RESOLUTION NO. 2024-38 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ORDERING THE PREPARATION AND FILING OF A REPORT REGARDING THE FISCAL YEAR 2024-25 ASSESSMENT TO BE LEVIED IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO.6

   RESOLUTION NO. 2024-40 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ORDERING THE PREPARATION AND FILING OF A REPORT REGARDING THE FISCAL YEAR 2024-25 ASSESSMENT TO BE LEVIED IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 7
2. Following adoption of Resolutions Nos. 2024-36, 2024-38, and 2024-40, adopt the following resolution(s):
   RESOLUTION NO. 2024-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 4, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN SAID DISTRICT FOR FISCAL YEAR 2024-25 AND SETTING A PUBLIC HEARING REGARDING SUCH ASSESSMENTS

   RESOLUTION NO. 2024-39 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 6, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN SAID DISTRICT FOR FISCAL YEAR 2024-25 AND

DRAFT

SETTING A PUBLIC HEARING REGARDING SUCH ASSESSMENTS

RESOLUTION NO. 2024-41 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 7, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN SAID DISTRICT FOR FISCAL YEAR 2024-25 AND SETTING A PUBLIC HEARING REGARDING SUCH ASSESSMENTS

5) **CONSIDERATION OF RESOLUTION DECLARING INTENT TO COLLECT CITYWIDE SEWER SERVICE CHARGE ON COUNTY TAX ROLL FOR FISCAL YEAR 2024-25**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2024-44 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DECLARING ITS INTENTION TO COLLECT THE CITYWIDE SEWER SERVICE CHARGE ON THE COUNTY TAX ROLL FOR FISCAL YEAR 2024-25 AND SETTING A PUBLIC HEARING REGARDING THE METHOD OF COLLECTION FOR JULY 16, 2024

6) **CONSIDERATION OF RENEWAL OF THE CITYWIDE LIGHTING AND MAINTENANCE DISTRICT - ORDERING OF AND PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT**

Carried 5-0 to: take the following actions:

1. Adopt the following resolution:

RESOLUTION NO. 2024-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ORDERING THE PREPARATION AND FILING OF A REPORT REGARDING THE FISCAL YEAR 2024-25 ASSESSMENT TO BE LEVIED IN CONNECTION WITH THE CITY'S CITYWIDE LIGHTING AND MAINTENANCE DISTRICT

2. Following adoption of Resolution No. 2024-42, adopt the following resolution:

RESOLUTION NO. 2024-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE CITY'S CITYWIDE LIGHTING AND MAINTENANCE DISTRICT, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN SAID DISTRICT FOR FISCAL YEAR 2024-25 AND SETTING A PUBLIC HEARING REGARDING SUCH ASSESSMENTS

DRAFT

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

7) **PUBLIC HEARING TO CONSIDER WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FISCAL YEAR 2024-2025 ANNUAL REPORT AND ASSESSMENT**

Public Comments in Favor
None

Public Comments Neither in Favor nor Opposed
None

Public Comments in Opposition
None

ACTION: Motion by Mayor Pro Wu and Second by Councilwoman Lopez-Viado 5-0 to: conduct the public hearing and then adopt the following resolution:

RESOLUTION NO. 2024-32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE ANNUAL REPORT FILED BY THE WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ANNUAL ASSESSMENT FOR THE WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024-2025

8) **PROGRAM YEAR (PY) 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

Public Comments in Favor
None

Public Comments Neither in Favor nor Opposed
None

Public Comments in Opposition
None

DRAFT

ACTION: Motion by Mayor Pro Wu and Second by Councilwoman Lopez-Viado 5-0 to: take the following actions:

1. Approve the proposed Program Year (PY) 2024 CDBG Action Plan; and
2. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs, to execute and submit all required agreements, certifications, and documents required by the U.S. Department of Housing and Urban Development (HUD), and to execute all subrecipient agreements for the use of funds approved in the PY 2024 Annual Action Plan; and
3. Authorize the City Manager to negotiate and execute all necessary documents, in such final form as approved by the City Attorney, to carry out the City Council's direction.
4. Approve the following resolution:

RESOLUTION NO. 2024-45 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (PY 2024 CDBG ACTION PLAN)

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- *Councilman Cantos – Law Enforcement partnering with card makers (similar baseball cards) to engage with the community. Second by Mayor Calderón Tabatabai. No objection.*
- *Councilwoman Lopez-Viado – A resident would like to forward video from an incident at Island Pacific. City Manager will follow up with the Police Department.*
- Councilman Cantos followed up regarding stop sign replacement along Nogales. City Manager responded with the process.
- Mayor Calderón Tabatabai requested that the meeting with the school district be calendared, and a focus is on developing a program with funding to support homeless families or who may fall into homelessness. Councilman Cantos asked that all school districts are included. No objection.

CITY COUNCIL COMMENTS

- Mayor Pro Tem Wu discussed the 4th of July event at the Sportsplex.

ADJOURNMENT
A motion to adjourn the Regular Meeting was made by Councilman, and the meeting was adjourned at 1:15 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, July 16, 2024, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

DRAFT

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

DRAFT

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF RATIFICATION OF SUBAWARD AGREEMENT WITH LOS ANGELES COUNTY AGING & DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS FOR THE SENIOR MEALS PROGRAM**

RECOMMENDATION:

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

1. Ratify the Subaward between the County of Los Angeles Aging and Disabilities Department and the City of West Covina for the Elderly Nutrition Program (ENP) (Subaward Number ENP242510); and
2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers; and
3. Adopt the following resolution:

RESOLUTION NO. 2024-46 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS (SUBAWARD NUMBER ENP 242510) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBAWARD AGREEMENT AND FUTURE AMENDMENTS TO THE SUBAWARD AGREEMENT

BACKGROUND:

The Los Angeles County Aging & Disabilities Department, Area Agency on Aging (AAA), as part of the Older Americans Act of 1965, a federally funded program, provides grant funds to cities with a required 12% match paid by the cities. The City of West Covina has been using AAA grant funds since 1995 to provide nutritious hot lunches five days per week at the Senior Center. Seniors over the age of 60 are eligible for the meal program and meals are provided on a first-come first-served basis.

The City currently serves approximately 150 meals per day on average to local seniors. Using the AAA grant funds, the City uses its own Head Cook and limited services support kitchen staff to prepare fresh meals for seniors daily. Senior volunteers supplement the City staffing to ensure continuity of service.

DISCUSSION:

To provide ongoing services and maintain the current partnership with the County of Los Angeles, it is requested that the City Council approve and adopt Resolution No. 2024-46. The resolution, which is required by the County, designates the City Manager as the City's Authorized Representative for purposes of the subaward agreement with the County, authorizes the City Manager to execute the subaward agreement and any future amendments to the subaward agreement, and to approve and accept subaward funds. Entering into the subward agreement will allow the City to continue the unique and beneficial meal program for the seniors who reside in the City of West Covina and its surrounding cities.

The initial term of the subaward is July 1, 2024 through June 30, 2025, with the option for the County to extend the term for three (3) additional one (1) year periods. The City's total allocation for Fiscal Year 2024-25 from AAA is $318,700. These funds will be used to serve 40,290 senior meals to West Covina residents and non-residents for Fiscal Year 2024-25. If renewed, the County projects allocating to the City $318,700 per fiscal year that the subaward agreement is renewed.

Due to the short turn around requested by the County, the City Manager executed the Subaward on behalf of the City. Staff is requesting that the City Council ratify the Subaward.

If contracting with a provider for meals, the County requires subrecipients to do so from their list of approved caterers. The list of approved caterers for Fiscal Year 2024-2025 is included as Attachment No. 3. Staff is requesting that the City Council authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from providers on the approved caterer list.

LEGAL REVIEW:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

The City will be reimbursed $7.91 per meal served up to $318,700. The grant requires a 12% match,which amounts to $38,244.

	Year 1	Year 2	Year 3	Year 4	Total
Funding Allocation	318,700	318,700	318,700	318,700	1,274,800
Match Contribution	38,244	38,244	38,244	38,244	152,976
Program Total	**356,944**	**356,944**	**356,944**	**356,944**	**1,427,776**

This grant saves the City funding which may have otherwise come from the General Fund. The Senior Meals program and match were included in the Fiscal Year 2024-25 budget to be utilized for this match. The match was included in the Program Year 2024 Community Development Block Grant Action Plan, so there is no cost to the General Fund.

Activity	Fund Source	FY2024-25 Budget	Grant Obligation	Balance
Meals	Fund 146, Senior Meals Program	322,708	318,700	4,008
Match	Fund 131, CDBG	60,000	38,244	21,756
	TOTAL	**$382,708**	**$356,944**	**$25,765**

Attachments

Attachment No. 1 - Resolution No. 2024-46

Attachment No. 2 - Subaward No. 242510

Attachment No. 3 - Approved Caterers 24-25

CITY COUNCIL GOALS & OBJECTIVES: Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2024-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS (SUBAWARD NUMBER ENP 242510) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBAWARD AGREEMENT AND FUTURE AMENDMENTS TO THE SUBAWARD AGREEMENT

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

WHEREAS, pursuant to the provisions of the Older Americans Act (42 U.S.C. § 3001 et seq.) ("OAA") and the Mello-Granlund Older Californians Act (California Welfare and Institutions Code § 9000 et seq.) ("OCA"), the California Department of Aging ("CDA") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, CDA has designated the Los Angeles County Aging and Disabilities Department ("AD") to operate an Area Agency on Aging ("AAA") for all geographic areas of the County, except for the City of Los Angeles; and

WHEREAS, AD receives funding from CDA to administer various social programs, including the Elderly Nutrition Program ("ENP"), which AD contracts to service providers; and

WHEREAS, AD has allocated funding to the City in the amount of $318,700.00 in order for the City to provide ENP services for Fiscal Year 2024-25; and

WHEREAS, the subaward agreement between the County and the City provides the option for the County to renew the subaward agreement for three (3) additional one (1) year periods. If renewed, the projected funding to be provided to the City for each fiscal year the subaward agreement is renewed is $318,700.00; and

WHEREAS, the County requires that the City enter into the subaward agreement in connection with receipt of the funds; and

WHEREAS, pursuant to the subaward agreement, the City is required to authorize execution of the subaward agreement, identify an Authorized Representative and any designee to execute the subaward and any subsequent amendments, and approve and accept subaward sums.

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

SECTION 1. The City Council hereby designates the City Manager as the City's Authorized Representative in connection with the Subaward by and between County of Los Angeles Aging & Disabilities Department and City of West Covina for Elderly Nutrition Program (ENP), Subaward Number ENP242510 ("Subaward").

SECTION 2. The City Council hereby authorizes the City Manager to execute the Subaward and any subsequent amendments to the Subaward, and to approve and accept Subaward funds.

SECTION 3. 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 16th day of July, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-46 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

CITY OF WEST COVINA

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP242510

SUBAWARD PERIOD JULY 2024 – JUNE 2025

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**6**
1.0	**APPLICABLE DOCUMENTS**	**7**
2.0	**DEFINITIONS AND HEADINGS**	**9**
3.0	**WORK**	**9**
4.0	**TERM OF SUBAWARD**	**11**
5.0	**SUBAWARD SUM**	**11**
5.1	TOTAL SUBAWARD SUM	11
5.2	WRITTEN APPROVAL FOR REIMBURSEMENT	13
5.3	NOTIFICATION OF 75% OF SUBAWARD SUM	13
5.4	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD	13
5.5	INVOICES AND PAYMENTS	13
5.6	UNIT RATE ADJUSTMENTS	19
5.7	LIMITATIONS ON USE OF SUBAWARD SUMS	20
5.8	OTHER SUBAWARDS	21
5.9	JOINT FUNDING REVENUES	22
5.10	FEDERAL AWARD INFORMATION	22
5.11	SUBRECIPIENT INDIRECT COSTS	23
5.12	MATCH CONTRIBUTION	24
5.13	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	25
6.0	**ADMINISTRATION OF SUBAWARD - COUNTY**	**26**
6.1	COUNTY ADMINISTRATION	26
6.2	COUNTY'S CONTRACT MANAGER	26
6.3	COUNTY'S PROGRAM MANAGER	27
6.4	COUNTY'S COMPLIANCE MANAGER	27
6.5	COUNTY'S CONTRACT ANALYST	27
7.0	**ADMINISTRATION OF SUBAWARD - SUBRECIPIENT**	**27**
7.1	SUBRECIPIENT ADMINISTRATION	27
7.2	SUBRECIPIENT'S PROJECT MANAGER	27
7.3	APPROVAL OF SUBRECIPIENT'S STAFF	28
7.4	SUBRECIPIENT'S STAFF IDENTIFICATION	28
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	28
7.6	CONFIDENTIALITY	30

8.0 STANDARD TERMS AND CONDITIONS.....32
8.1 AMENDMENTS.....32
8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.....33
8.3 AUTHORIZATION WARRANTY.....34
8.4 BUDGET REDUCTIONS.....35
8.5 COMPLAINTS.....36
8.6 COMPLIANCE WITH APPLICABLE LAWS.....36
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS.....38
8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM.....39
8.9 CONFLICT OF INTEREST.....40
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST.....41
8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS.....41
8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....41
8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW.....44
8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....44
8.15 COUNTY'S QUALITY ASSURANCE PLAN.....45
8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....45
8.17 EMPLOYMENT ELIGIBILITY VERIFICATION.....45
8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION.....46
8.19 FAIR LABOR STANDARDS.....46
8.20 FORCE MAJEURE.....46
8.21 GOVERNING LAW, JURISDICTION, AND VENUE.....47
8.22 INDEPENDENT CONTRACTOR STATUS.....47
8.23 INDEMNIFICATION.....48
8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....48
8.25 INSURANCE COVERAGE.....52
8.26 LIQUIDATED DAMAGES.....54
8.27 MOST FAVORED PUBLIC ENTITY.....55
8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....55
8.29 NON-EXCLUSIVITY.....57
8.30 NOTICE OF DELAYS.....57
8.31 NOTICE OF DISPUTES.....57
8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....57
8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....57
8.34 NOTICES.....58
8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....58
8.36 PUBLIC RECORDS ACT.....58
8.37 PUBLICITY.....58

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT 59
8.39 RECYCLED BOND PAPER 64
8.40 LOWER TIER SUBAWARD 64
8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 67
8.42 TERMINATION FOR CONVENIENCE 67
8.43 TERMINATION FOR DEFAULT 68
8.44 TERMINATION FOR IMPROPER CONSIDERATION 69
8.45 TERMINATION FOR INSOLVENCY 70
8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE 70
8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS 70
8.48 VALIDITY 71
8.49 WAIVER 71
8.50 WARRANTY AGAINST CONTINGENT FEES 71
8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 71
8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 72
8.53 TIME OFF FOR VOTING 72
8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY 72
8.55 INTENTIONALLY OMITTED 73
8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES 73
8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY 73
8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) 73
8.59 INJURY AND ILLNESS PREVENTION PROGRAM 73
8.60 CAMPAIGN CONTRIBUTION PROHIBITING FOLLOWING FINAL DECISION IN SUBAWARD PROCEEDING 74

9.0 UNIQUE TERMS AND CONDITIONS 74
9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE 74
9.1.1 Fraud Prevention Reporting 74
9.2 AMERICANS WITH DISABILITIES ACT (ADA) 75
9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 75
9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) 76
9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES 76
9.6 LIMITATION ON CORPORATE ACTS 76
9.7 INTENTIONALLY OMITTED 77
9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 77
9.9 MODIFICATIONS 77
9.10 NEPOTISM 79
9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT 79
9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION 80

9.13 PROBATION AND SUSPENSION 81
9.14 TRANSITION OF SUBAWARD SERVICES 83
9.15 TRAVEL EXPENSES 85
9.16 DRUG-FREE WORKPLACE 86
9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS 86
9.18 REMEDIES FOR NON-COMPLIANCE 94
9.19 PAYMENT AND PERFORMANCE GUARANTIES 94
9.20 SUBAWARD DOCUMENT DELIVERABLES 97
9.21 FISCAL REPORTING REQUIREMENTS 102
9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) 107
9.23 UNUSUAL OCCURRENCES AND CRIME 107
9.24 FEMA PROVISIONS 108
9.25 INTENTIONALLY OMITTED 108
9.26 REDUCING SINGLE-USE PLASTICS 108

10.0 SURVIVAL 108

TABLE OF CONTENTS

EXHIBITS

Exhibit A (Statement of Work and Attachments)

Exhibit B1 (Budget)

Exhibit C1 (Mandated Program Services)

Exhibit D (County's Administration)

Exhibit E (Subrecipient's Administration)

Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

Exhibit J (Charitable Contributions Certification)

Exhibit K (Information Security and Privacy Requirements)

Exhibit L (California Civil Rights Laws Certification)

Exhibit M (FEMA Provisions)

Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit)

Exhibit O (Subrecipient's Compliance with Encryption Requirements)

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

Exhibit T (List of Lower Tier Subawards)

Exhibit U (Intentionally Omitted)

Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

RECITALS

This agreement for services ("Subaward" or "Contract") made and entered into on **July 1, 2024** (“Execution Date”) by and between the **parties identified below:**

County of Los Angeles through its
Aging and Disabilities Department
("County")

County's Business Address:
510 South Vermont Avenue
Los Angeles, CA 90020

and

City of West Covina
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
1444 Garvey South
West Covina, CA 90247

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 etseq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq.("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County and Subrecipient agree to engage contractually whereby Subrecipient will provide ENP Services as specified in Exhibit A (Statement of Work and Attachments) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

WHEREAS, Subrecipient warrants that it possesses and will maintain the competence, expertise, and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for Supervisorial District One (1) throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient will establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for

Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and,

WHEREAS, on **May 7, 2024,** the Los Angeles County Board of Supervisors (Board) authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, B1, C1, D, E, F1, G, I, J, K, L, M, N, O, P, Q, R, S, T, and V are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Intentionally Omitted

1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: Aging & Disabilities Department website (lacounty.gov).

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

1.6.1 Exhibit A (Statement of Work and Attachments)

1.6.2 Exhibit B1 (Budget)

1.6.3 Exhibit C1 (Mandated Program Services)

1.6.4 Exhibit D (County's Administration)

1.6.5 Exhibit E (Subrecipient's Administration)

1.6.6 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.7 Exhibit G (Safely Surrendered Baby Law)

1.6.8 Exhibit H (Intentionally Omitted)

1.6.9 Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

1.6.10 Exhibit J (Charitable Contributions Certification)

1.6.11 Exhibit K (Information Security and Privacy Requirements)

1.6.12 Exhibit L (California Civil Rights Laws Certification)

1.6.13 Exhibit M (FEMA Provisions)

1.6.14 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)

1.6.15 Exhibit O (Subrecipient's Compliance with Encryption Requirements)

1.6.16 Exhibit P (Definitions)

1.6.17 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.18 Exhibit R (Joint Funding Revenue Disclosure)

1.6.19 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

1.6.20 Exhibit T (List of Lower Tier Subawards)

1.6.21 Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online at: Contracts Download Page | California Department of Aging - State of California.

1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and will form a part of this Subaward. Subrecipient must comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions must be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 **Federal and County Terms**

2.2.1 In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms will be used to refer to this Agreement:

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of West Covina for Elderly Nutrition Program Subaward Number ENP242510 Subaward Period July 1, 2024 – June 30, 2025;

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as City of West Covina

2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and

2.2.1.4 **Lower Tier Subrecipient:** A third-party

2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of West Covina for Elderly Nutrition Program Subaward Number ENP242510 Subaward Period July 1, 2024 – June 30, 2025;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as City of West Covina

2.2.2.3 **Subcontract:** A third-party agreement

2.2.2.4 **Subcontractor:** A third-party

2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these will have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 WORK

3.1 Pursuant to the provisions of this Subaward, Subrecipient must fully perform, complete, and deliver on time, all tasks, deliverables, Services, and other work as set forth herein.

3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same will be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient will have no claim whatsoever against County.

3.3 In the performance of this Subaward, Subrecipient must comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.

3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.

3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary); Budget exhibit(s); and Mandated Program Services exhibit(s).

3.6 At County's request, Subrecipient must complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents must be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.

3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient must adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work and Attachments), Attachment 2 (Performance Requirements Summary).

3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).

3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward will conform to accepted professional standards.

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward will be one (1) year commencing on July 1, 2024, upon execution by the parties, and will continue through June 30, 2025, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Following the initial term as set forth in Subparagraph 4.1 above, The County will have the sole option to extend this Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option may be exercised at the sole discretion of County's Director or their designee as authorized by the Board.

4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.

4.4 Subrecipient must notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address herein provided in Exhibit D (County's Administration).

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) will remain firm and fixed throughout the entire term of such Fiscal Year or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual, and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County will reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work and Attachments), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to,

Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient must track Subaward Sums and contributions. Subrecipient must provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.1.2 **Funding Allocations**

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **$318,700** ("Subaward Sum Year 1") and the year-to-date funding allocation is **$318,700** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **$318,700** ("Subaward Sum Year 2"); **$318,700** ("Subaward Sum Year 3"); and, **$318,700** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **$1,274,800**.

5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.1.3 **Subaward Sum Year 1 Funding Source(s)**

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statue(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act (Title III C-1 (Nutrition Services) original baseline funds

5.1.3.2.1 Subaward Sum: **$318,700**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.2.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Subrecipient will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with County's express prior written approval.

5.3 **NOTIFICATION OF 75% OF SUBAWARD SUM**

5.3.1 Subrecipient must maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address provided in Exhibit D (County's Administration).

5.4 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD**

5.4.1 Subrecipient will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient must immediately notify County's Contract Manager and must immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward will not constitute a waiver of County's right to recover such payment from Subrecipient.

5.5 **INVOICES AND PAYMENTS**

5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A

(Statement of Work and Attachments) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for the Fiscal Year under this Subaward).

5.5.2 Subrecipient's invoices must be priced in accordance with the information provided in Budget exhibits for the Fiscal Year (or Program Year) identified therein. Subrecipient will be paid only for the tasks, deliverables, goods, Services, budgeted items, and other work approved in writing by County. If County does not approve the Work in writing, no payment will be due to Subrecipient for that Work.

5.5.3 **Intentionally Omitted**

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS which may include the Contract Management System (CMS) – Subrecipient's Gateway or via other ITS identified by County. Subrecipient must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient must submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient must also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.2 Subrecipient must submit an invoice for each month of Service as directed above and invoices must be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient must not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient must prepare an invoice as directed by County so that the invoice reflectszero dollars ($0) expenditures. Subrecipient must submit the invoice according to the procedures outlined herein and as further directed by County.

5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient must reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient must immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient must immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.5.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.5.4.5 Subrecipient must submit a complete, accurate, verifiable, and timely invoice for each month of Service as directed above. Subrecipient must also submit a complete, accurate, verifiable, and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

5.5.5 **County Approval of Invoices**

5.5.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event will County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.6 **Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work and Attachments) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has

no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.5.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.5.6, an undisputed invoice will mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient must promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.5.6.3 All payments for Services provided under the terms of this Subaward will be made to Subrecipient using Subrecipient's legal name and taxpayer identification number. Subrecipient will not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.5.6.4 **Past Due Invoice**

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered will constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County will have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.5.6.5 **Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the monthly method

of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.5.6.5.2 In no event will County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.5.7 **Subaward-Related Documents**

5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work and Attachments), Attachment 7 (Site Summary); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (List of Lower Tier Subawards); and Exhibit V (Certification of Compliance with County’s Defaulted Property Tax Reduction Program).

5.5.8 **Preference Program Enterprise– Prompt Payment**

5.5.8.1 Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 **UNIT RATE ADJUSTMENTS**

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a unit rate increase for the following Fiscal Year, where such increase(s) must only be based on the occurrence of any of the following and must include the information noted herein.

5.6.1.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit; and any other relevant information that will facilitate County's review.

5.6.1.2 Increase in fuel costs (Home-Delivered Meals Services only); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost; number of miles; increased cost per mile; and any other relevant information that will facilitate County's review.

5.6.1.3 Increase in wages (e.g., minimum wage); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and any other relevant information that will facilitate County's review.

5.6.2 Subrecipient's request must be provided in writing and must include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient must be able to provide supporting documentation to substantiate any request for a unit rate increase. The written request must be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the unit rate(s) adjustment is expected to take effect.

5.6.3 County has the sole discretion to approve or reject Subrecipient's request.

5.6.3.1 All such requests must not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.

5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Subrecipient's unit rate(s)exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County will provide Subrecipient written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

5.7.1 Subaward Sums may only be used for the purposes set forth herein and must be consistent with the statutory authority for the Program.

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and eCFR :: Title 2 of the CFR -- Grants and Agreements. Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 **Limitations on Subaward Sums**

5.7.3.1 Subrecipient will not be paid for any Subaward expenditures that exceed the Subaward Sum allocated for any Fiscal Year under this Subaward. County has no obligation, whatsoever, to pay for any expenditures that exceed this Subaward Sum. Any expenditures that exceed such Subaward Sum will become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient must only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount

will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 **Prohibitions on Subaward Sums**

5.7.4.1 Subrecipient must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan, or cooperative agreement. Subrecipient must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward will be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County, or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.

5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 **OTHER SUBAWARDS**

5.8.1 Subrecipient must immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts must be kept on file at Subrecipient's offices and must be provided to County upon request. Subrecipient must also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between

Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

5.9 **JOINT FUNDING REVENUES**

5.9.1 Funds made available under this Subaward will supplement and not supplant any other Federal, State, or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient must submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 **FEDERAL AWARD INFORMATION**

5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.

5.10.2 Subrecipient Name: City of Norwalk

5.10.3 Subrecipient's UEI Number: ZHHFLMKMZKL1

5.10.4 Federal Award Identification Number (FAIN): 2401CAOACM-01; and 2401CAOANS-01

5.10.5 Federal Award Date: July 1, 2024

5.10.6 Subaward Period of Performance Start and End Date: July 1, 2024 – June 30, 2025

5.10.7 Amount of Federal Funds Obligated by this Action: $318,700

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $318,700

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $318,700

5.10.10 Federal Award Project Description: Federal Title IIIC1 3C1L; and NSIP C1 NC1L

5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and County. Refer to Exhibit D (County's Administration) for County contact information.

5.10.12 Assistance Listings Numbers and Titles: 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services); and 93.053 Nutrition Services Incentive Program

5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.

5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 SUBRECIPIENT INDIRECT COSTS

5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III C-1 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).

5.11.2 Subrecipient must ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient must maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.11.3 Subrecipient must not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].

5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards) which is available on-line at Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf (lacounty.gov)

5.12 MATCH CONTRIBUTION

5.12.1 Subrecipient must provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution must be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Contract. County may in its sole discretion adjust this percentage as necessary.

5.12.3 **Forms of Match Contributions**

5.12.3.1 **Match Cash Contribution**

5.12.3.1.1 A match cash contribution is a monetary donation which is provided by Subrecipient (such as general funds), non-Federal third parties (such as partner organizations) and/or non-Federal grants and is given to Subrecipient to accomplish the goals of the Program Services.

5.12.3.2 **Match In-Kind Contribution**

5.12.3.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which

are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space, equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

5.12.3.3 **Determination of In-Kind Volunteer Services**

5.12.3.3.1 Volunteer services may be used to meet the match contribution requirement and must l be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match must not exceed more than fifty percent (50%) of the required match contribution.

5.12.3.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services must be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent must be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

5.13 **DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/Subaward (that is, "Contract") with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website

https://directdeposit.lacounty.gov with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.13.4 At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit D (County's Administration). County will notify Subrecipient in writing of any change as they occur. Said changes do not require an amendment to this Subaward.

6.2 COUNTY'S CONTRACT MANAGER

6.2.1 The role of County's Contract Manager or their designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).

6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 **COUNTY'S PROGRAM MANAGER**

6.3.1 The role of County's Program Manager or their designee may include:

6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.

6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

6.4 **COUNTY'S COMPLIANCE MANAGER**

6.4.1 The role of County's Compliance Manager or their designee may include:

6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.

6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 **COUNTY'S CONTRACT ANALYST**

6.5.1 The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Subaward. County's Contract Analyst reports to County's Contract Manager.

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 **SUBRECIPIENT ADMINISTRATION**

7.1.1 A listing of all Subrecipient's Administration referenced in the following Subparagraphs is designated in Exhibit E (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any changes as they occur. Said changes do not require an amendment to this Subaward.

7.2 **SUBRECIPIENT'S PROJECT MANAGER**

7.2.1 Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). Subrecipient must notify County's Contract Manager in writing of any change to Exhibit E (Subrecipient's Administration), as they occur.

7.2.2 Subrecipient's Project Manager will be responsible for Subrecipient's day-to-day activities as related to this Subaward and will meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.

7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work and Attachments).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

7.3.1 County has the absolute right to approve or disapprove all Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient must provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

7.4.1 Subrecipient will provide, at Subrecipient's expense, all staff providing Services under this Subaward with a photo identification badge ("badge"). The badge must be developed in accordance with County's specifications. Subrecipient must obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.

7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, must prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on their person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient must notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient must retrieve and immediately destroy the staff's badge upon the staff's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and immediately destroy staff's badge at the time the staff is removed from working on this Subaward.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation must be conducted on an annual basis throughout the entire term of this

Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).

7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).

7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient must comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.4 No member of Subrecipient's staff providing Services under this Subaward will be on active probation, currently on parole or have been on probation or parole within the last three (3) years.

7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient must inform its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient must maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Subrecipient must immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer, or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient must not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 will not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.5.8 These terms will also apply to lower tier subrecipients of County subrecipients.

7.6 **CONFIDENTIALITY**

7.6.1 Subrecipient must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims,

demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 must be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Subrecipient must inform all its officers, employees, agents, and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient must sign and adhere to the provisions of Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all Protected Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information will remain in force until superseded by laws, regulations, or policies.

7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient must protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient must not use PSCI for any purpose other than carrying out Subrecipient's obligations under this Subaward. PSCI must include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as fingerprint, voice print or a photograph.

7.6.5.4 Subrecipient and any approved Lower Tier Subrecipient must not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient must forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Subrecipient and any approved Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but must not request or encourage Client to give a blanket authorization or sign a blank release, nor will Subrecipient accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.2 County's Board, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such changes, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.3 County's Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time will not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward must

be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.4 The following events will also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and will immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated, or the Program is modified for any reason (such that funding is reduced, or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which will all have the same effect as an Amendment. Such Change Notice will be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice will be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient must adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

8.2 **ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

8.2.1 Subrecipient (that is, "Contractor") must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the

legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 8.2, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 **AUTHORIZATION WARRANTY**

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work and Attachments). In the event the Authorized Representative is not available during these specified days and times, they must ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee must have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative must further ensure that they can be contacted by their designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work and Attachments).

8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient must submit its Board of Directors' resolution, which provides written evidence to support the delegated

authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence must adhere to the following requirements outlined in this Subparagraph 8.3.3.

8.3.3.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient must submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient must submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization must contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized Representative and any designee must be specified in Exhibit E (Subrecipient's Administration)); and approve and accept Subaward Sums. In the event there is a change in Authorized Representative, Subrecipient must provide County a revised resolution, order, motion, or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

8.4 BUDGET REDUCTIONS

8.4.1 In the event that County's Board adopts, in any Fiscal Year or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward will also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient must continue to provide all of the Services set forth in this Subaward.

8.5 **COMPLAINTS**

8.5.1 Subrecipient must develop and maintain operating procedures for receiving, investigating, and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient must provide County's Program Manager with Subrecipient's procedures for receiving, investigating, and responding to Client complaints.

8.5.2 County will review Subrecipient's procedures and provide Subrecipient with approval of said procedures or with requested changes.

8.5.3 If County requests changes in Subrecipient's procedures, Subrecipient must make such changes and resubmit the procedures within five (5) business days for County approval.

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's procedures, Subrecipient must submit proposed changes to County's Program Manager for approval before implementation.

8.5.5 Subrecipient must preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses must be sent to County's Program Manager within five (5) business days of mailing to the complainant.

8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

8.5.9 Subrecipient must provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance will be final and irrevocable.

8.5.10 At a minimum, Subrecipient must incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 **COMPLIANCE WITH APPLICABLE LAWS**

8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by

Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

8.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient must also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it will comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient must pay all Federal and State payroll taxes; and

Subrecipient must make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements, or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit, and evaluation requirements will be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Additionally, Subrecipient certifies to County:

8.7.1.1 Subrecipient has a written policy statement prohibiting discrimination in all phases of employment.

8.7.1.2 Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.

8.7.1.3 Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.

8.7.1.4 Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient must not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars

($100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

8.7.3 Subrecipient must ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960), and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a

long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this subparagraph of the Subaward may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder will in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Subrecipient must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph will be a material breach of this Subaward.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

8.11.1 Should Subrecipient (that is, “Contractor”) require additional or replacement personnel after the effective date of this Subaward (that is, “Contract”), Contractor will give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Subaward (that is,

"Contract"). It is County's policy to conduct business only with responsible contractors.

8.12.2 **Chapter 2.202 of the County Code**

8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 **Non-responsible Contractor**

8.12.3.1 County may debar Subrecipient (that is, "Contractor") if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 **Contractor Hearing Board**

8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County will be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms will also apply to Lower Tier Subrecipients (that is, "Subcontractors") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage any approved Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC

Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Subrecipient will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs must be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Subrecipient by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Subrecipient must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Subrecipient must indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION

8.18.1 This Subaward may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Subaward. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Subaward.

8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of

them. In such case, Subrecipient will not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 **GOVERNING LAW, JURISDICTION, AND VENUE**

8.21.1 This Subaward will be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 **INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Subrecipient will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.

8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.

8.22.4 Subrecipient must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 **INDEMNIFICATION**

8.23.1 Subrecipient must indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

8.24 **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types, and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 **Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, must be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates must be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Subrecipient identified as the contracting party in this Subaward. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured

retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Aging and Disabilities Department
Contracts Management Division
Attention: County's Contract Manager
510 South Vermont Avenue
Los Angeles, CA 90020

8.24.2.6 Subrecipient also must promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also must promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any approved Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

8.24.3.1 The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status will apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable

providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes in Insurance**

8.24.4.1 Subrecipient must provide County with, or Subrecipient's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 **Failure to Maintain Insurance**

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Subaward, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 **Insurer Financial Ratings**

8.24.6.1 Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 **Subrecipient's Insurance Must Be Primary**

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, must be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Subrecipient coverage.

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

8.24.9.1 Subrecipient must include all Lower Tier Subrecipients as insureds under Subrecipient's own policies or must provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient will be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein and must require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient must obtain County's prior review and approval of any Lower Tier Subrecipient request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

8.24.10.1 Subrecipient's policies will not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Subaward. Subrecipient understands and agrees it will maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination, or cancellation.

8.24.12 **Application of Excess Liability Coverage**

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

8.24.13.1 All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$2 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability**

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Subrecipient will provide leased employees, or is an employee leasing or temporary staffing firm or a

professional employer organization ("PEO"), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Sexual Misconduct Liability**

8.25.4.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.

8.25.5 **Intentionally Omitted**

8.25.6 **Property Coverage**

8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents must be named as an Additional Insured and Loss Payee on Subrecipient’s insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.25.7 **Intentionally Omitted**

8.25.8 **Intentionally Omitted**

8.25.9 **Cyber Insurance Liability**

8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars ($3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach

expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 **LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of County's Director, or their designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If County's Director, or their designee determines that there are deficiencies in the performance of this Subaward that County's Director, or their designee deems are correctable by Subrecipient over a certain time span, County's Director, or their designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Director, or their designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 **Remedies for Non-Performance of Subaward**

8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under

the current circumstances a reasonable estimate of such damages per day per infraction will be one hundred dollars ($100) or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.

8.26.4 The action noted in Subparagraph 8.26.3 will not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.

8.26.5 This Subparagraph must not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or Subparagraph 8.26.3, and must not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or assessing actual costs of the damage.

8.27 **MOST FAVORED PUBLIC ENTITY**

8.27.1 If Subrecipient's prices decline or should Subrecipient at any time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices must be immediately extended to County.

8.28 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to County each of the following:

8.28.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.

8.28.6 Contractor will allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal, or State anti-discrimination laws or regulations will

constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 **NON-EXCLUSIVITY**

8.29.1 Nothing herein is intended nor will be construed as creating any exclusive arrangement with Subrecipient. This Subaward will not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 **NOTICE OF DELAYS**

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 **NOTICE OF DISPUTES**

8.31.1 Subrecipient must bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Director, or their designee will resolve it.

8.32 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

8.32.1 Subrecipient must notify its employees, and will require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015.

8.33 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in

Exhibit G (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.34 **NOTICES**

8.34.1 All notices or demands required or permitted to be given or made under this Subaward must be in writing and will be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D (County's Administration) and Exhibit E (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or their designee will have the authority to issue all notices or demands required or permitted by County under this Subaward.

8.35 **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 **PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act), and which are marked "trade secret", "confidential" or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 **PUBLICITY**

8.37.1 Subrecipient must not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County will not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

8.37.1.1 Subrecipient must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Subaward, Subrecipient will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager.

8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 will apply.

8.37.3 Subrecipient will not use or display the official seal of County of Los Angeles or the logo of Aging and Disabilities Department on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Board.

8.38 **RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT**

8.38.1 **Record Retention Requirements**

8.38.1.1 Subrecipient must maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient must also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient must further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient must ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient must adhere to the requirements of the authorized retention period, which will be the greater of the following: throughout the entire term of this Subaward and

until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which will be communicated to Subrecipient in writing).

8.38.1.3 All such material must be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient must pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient must dispose of, shred, or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient must obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient must notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction must be provided to County's Contract Manager upon County's request.

8.38.2 **Access to Records**

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), must have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward must not be limited to the authorized retention period but must last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and

that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient must maintain all records relative to such action and must make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this

Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.1.1 Subrecipient acknowledges County is required to verify directly with clients that they have received the Services specified in this Agreement and billed by Subrecipient to County. Subrecipient must provide all client contact information upon request.

8.38.3.1.2 Failure to provide client verification or other information as requested by County, or its representatives, will be considered noncompliance. Noncompliance penalties include sanctioning, which may consist of suspension, withholding of invoice payments and/or disallowed costs, and all other rights County reserves in noncompliance situations as established in this Subaward, up to and including termination.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which will be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State, and local laws.

8.38.3.3 Subrecipient must be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient must conduct on-site fiscal and program monitoring reviews which must be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient must ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars ($750,000) or more in a year in Federal awards, including pass-through awards, must obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient must ensure that such audit will be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient must submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient must make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient must comply with the review and audit requirements which must be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by

Subrecipient or otherwise, then Subrecipient must file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference will be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference will be paid to Subrecipient by County by cash payment, provided that in no event will County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 **Failure to Comply with Requirements**

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 will constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

8.39 **RECYCLED BOND PAPER**

8.39.1 Consistent with the Board policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Subrecipient agrees to use recycled-content paper to the maximum extent possible on this Subaward.

8.40 **LOWER TIER SUBAWARD**

8.40.1 Subrecipient will not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County will be deemed a material breach of this Subaward. Subrecipient must provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and must allow County up to sixty (60) days to complete its review process. As such, Subrecipient must ensure that it provides the Lower Tier Subaward

to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient must factor up to sixty (60) days into its timeline to account for County's review process).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient must complete Exhibit T (List of Lower Tier Subawards) and at County's request must promptly provide the following information either on or along with Exhibit T (List of Lower Tier Subawards):

8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient must indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

8.40.4 Subrecipient will remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.

8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party will not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient must forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.

8.40.7 Subrecipient will be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

8.40.8 Subrecipient must obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient must ensure delivery of all such documents to County's Contract Manager or designee.

8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Subrecipient must comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

8.40.10 Subrecipient must adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.

8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions, and requirements of this Subaward must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP242510) with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.

8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward will not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient must maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.

8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.

8.40.15 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

8.41 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 **TERMINATION FOR CONVENIENCE**

8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) calendar days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Subrecipient must:

8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;

8.42.2.2 Complete performance of such part of the Work as would not have been terminated by such notice;

8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward must be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

8.43 **TERMINATION FOR DEFAULT**

8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:

8.43.1.1 Subrecipient has materially breached this Subaward; or

8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient will continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of nature or of the public enemy, acts of County in either its sovereign or

contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 **TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 County may, by written notice to Subrecipient (that is "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 **TERMINATION FOR INSOLVENCY**

8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.46 **TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

8.46.1 Subrecipient (that is, "Contractor") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor must fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Subaward (that is, "Contract"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 **TERMINATION FOR NON - APPROPRIATION OF FUNDS**

8.47.1 Notwithstanding any other provision of this Subaward, County will not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

8.48 **VALIDITY**

8.48.1 If any provision of this Subaward or the application thereof to any person or circumstance is held invalid, the remainder of this Subaward and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 **WAIVER**

8.49.1 No waiver by County of any breach of any provision of this Subaward will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.50 **WARRANTY AGAINST CONTINGENT FEES**

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

8.50.2 For breach of this warranty, County will have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 **WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient will complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.52 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), will constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient must complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.53 **TIME OFF FOR VOTING**

8.53.1 Subrecipient must notify and provide its employees, and must require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and any approved Lower Tier Subrecipient(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 **COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY**

8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.

8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 **INTENTIONALLY OMITTED**

8.56 **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

8.56.1 Subrecipient (that is, "Contractor"), and its Lower Tier Subrecipient(s) must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Subaward (that is, "Contract"). In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 **COMPLIANCE WITH COUNTY POLICY OF EQUITY**

8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Subrecipient further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Subrecipient, its employees and Lower Tier Subrecipient(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or any approved Lower Tier Subrecipient(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Subrecipient to termination of contractual agreements as well as civil liability.

8.58 **PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract.

8.59 **INJURY AND ILLNESS PREVENTION PROGRAM**

8.59.1 Subrecipient will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 **CAMPAIGN CONTRIBUTION PROHIBITING FOLLOWING FINAL DECISION IN SUBAWARD PROCEEDING**

8.60.1 Pursuant to Government Code Section 84308, Subrecipient and its Lower Tier Subrecipients, are prohibited from making a contribution of more than $250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Subaward. Failure to comply with the provisions of Government Code Section 84308 and of this subparagraph, may be a material breach of this Subaward as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

9.1.1.1 Subrecipient's staff working on this Subaward must immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

9.1.2 Child Abuse Reporting

9.1.2.1 Subrecipient's staff working on this Subaward must comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward must also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff must submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 1116

9.1.3 Elder and Dependent Adult Abuse Reporting

9.1.3.1 Subrecipient's staff working on this Subaward must comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward must report the

abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 **Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse will include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 **AMERICANS WITH DISABILITIES ACT (ADA)**

9.2.1 Subrecipient must abide by all applicable Federal, State, and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient must submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit J (CharitableContributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Subaward (that is, "Contract"), debarment proceedings or both (County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor must submit the completed Exhibit J (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

9.4 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 **FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES**

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient must adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 **LIMITATION ON CORPORATE ACTS**

9.6.1 Subrecipient must not amend its articles of incorporation or bylaws, move to dissolve, or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient must notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.

9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.

9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 **INTENTIONALLY OMITTED**

9.8 **MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient must ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/. County will use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, will be used in all Subaward documents).

9.9 **MODIFICATIONS**

9.9.1 **Modifications to this Subaward**

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties must modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification must not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work and Attachments)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this

Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient must adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, will not change the terms, goals, or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient must not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification must not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items must not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification will not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient must notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification must supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 **Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work and Attachments)) to another is classified as a Program Modification. Subrecipient must notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification will supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

9.10 NEPOTISM

9.10.1 Subrecipient certifies that it will not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in- law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient must maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County will have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.

9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.

9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County will have all ownership rights of software or modification thereof and associated documentation designed, developed, or installed using Federal financial participation. The Federal government will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, will not be subject to the ownership provisions of this Subparagraph 9.11.

9.12 **PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.12.1 Subrecipient must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County will inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is

formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County will notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

9.13.2 Probation

9.13.2.1 Probation as used herein will mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County will provide Subrecipient a written notice indicating the reasons for the probation (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this probation will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-

compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

9.13.3.1 Suspension as used herein will mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and any approved Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Subrecipient, County will provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice will include a description of the Service(s) being suspended.

9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient must:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient will be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension will continue for the period specified in the written notice of suspension provided to Subrecipient unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, will remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient must submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan must address all of the deficiencies noted by County.

9.13.5 County will review Subrecipient's Corrective Action Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient must implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient must allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient must continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.1.2 Subrecipient must fulfill all responsibilities required under this Subaward including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan, and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County will not be unreasonable in its request(s).

9.14.2 **Transition Plan**

9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient must provide a Transition Plan to County. Subrecipient must submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient must submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

9.14.2.2 County will review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient must adhere to the Transition Plan which, at a minimum, will include all of the elements outlined below.

9.14.3 **Elements of the Transition Plan**

9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.

9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and

Accountability Act of 1996 or other Federal, State, or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.

9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.

9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

9.14.3.9 Any additional information which may be necessary to affect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

9.14.4.1 Subrecipient must implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein will mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

9.15 **TRAVEL EXPENSES**

9.15.1 Subrecipient must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).

9.15.2 Subrecipient must maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

9.15.3 Subrecipient must ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.15.4 Subrecipient will not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld, or other remedy being applied as County will determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, any approved Lower Tier Subrecipient or both will subject Subrecipient to remedies available under the terms of this Subaward. Such remedies will include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which will be determined by County at County's sole discretion.

9.16.2 Subrecipient must provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and any approved Lower Tier Subrecipient(s) operate a drug-free workplace.

9.16.4 Subrecipient must require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient must provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient must use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit K

(Information Security and Privacy Requirements) set forth the requirements for the ITS which Subrecipient must use. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient must have in place by the effective date of this Subaward and which Subrecipient must maintain throughout the Subaward term. They present a minimum standard only. Subrecipient must implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient must also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

9.17.3 **Information Technology Systems - Management Information System**

9.17.3.1 **Data Entry**

9.17.3.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient must use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

9.17.3.1.2 Subrecipient must ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient must track, document, and report the actual date when Services are rendered. Subrecipient must complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and must ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient must enter

Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient must not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.3.2 **Data Records**

9.17.3.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.17.3.2.2 Subrecipient must maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and must make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.17.3.2.3 All information, records, data elements and printouts collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.3.3 **MIS Personnel**

9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and

Client data. Subrecipient must designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient must ensure that its users do not share their user identification and password information.

9.17.3.3.2 Subrecipient must provide the names of Subrecipient's primary and secondary MIS employees using Exhibit E (Subrecipient's Administration). Subrecipient must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit E (Subrecipient's Administration), Subrecipient must update Exhibit E (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County will be allowed to access the MIS system.

9.17.3.3.3 Subrecipient must ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.17.4 **County Information Assets**

9.17.4.1 County Information Assets are PSCI and include (but are not limited to):

9.17.4.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

9.17.4.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

9.17.4.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).

9.17.4.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

9.17.4.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.17.5 **Data Destruction**

9.17.5.1 When Subrecipient has maintained, processed, or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County will have sole authority to determine when Subrecipient must destroy any such County Information Assets as described herein. Subrecipient must only proceed with the destruction of County Information Assets (which may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.5.2 Subrecipient must destroy such County Information Assets by:

9.17.5.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.

9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev. %201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.

9.17.5.3 Subrecipient will have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.5.4 Subrecipient must provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.5.5 Lower Tier Subrecipient must provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.17.6 **Encryption on Workstations and Portable Computing Devices**

9.17.6.1 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).

9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.6.1.5 At a minimum, Subrecipient must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient must obtain written approval from County's Contract Manager.

9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential

County Information Assets in accordance with the following standards:

9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).

9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.17.6.3 Subrecipient and any approved Lower Tier Subrecipient must have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.6.4 Subrecipient and any approved Lower Tier Subrecipient must encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.6.5 Subrecipient must certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit O (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient must maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient must maintain any validation/attestation reports that the data encryption product generates, and such reports will be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to

comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.7 **Software Maintenance and Operational Management**

9.17.7.1 Subrecipient must deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

9.17.7.3 Subrecipient must deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.8 **Security Incident Reporting**

9.17.8.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and any approved Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at http://www.aging.ca.gov/ProgramsProviders/#Resources.

9.17.8.2 **Notification of Security Breach to County**

9.17.8.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event must the report be made more than two (2) business days after its detection. Subrecipient must initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.8.2.2 Subrecipient's notification of the security incident must include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of

measures being taken to address the occurrence.

9.17.8.3 **Notification of Security Breach to Clients**

9.17.8.3.1 Subrecipient and any approved Lower Tier Subrecipient must give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.9 **Electronic Backups**

9.17.9.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all electronic County Information Assets are protected by performing regular backups of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and any approved Lower Tier Subrecipient must ensure that all data, files, and backup files are encrypted.

9.17.10 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements).

9.18 **REMEDIES FOR NON-COMPLIANCE**

9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines, and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements will subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County will have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 **PAYMENT AND PERFORMANCE GUARANTIES**

9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion,

reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty, or both ("Guaranty(ies)") in the amount and form as directed by County. County will determine whether or not Subrecipient will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars ($25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars ($25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 **Payment Guaranty**

9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to faithfully pay any approved Lower Tier Subrecipients in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of any approved Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.

9.19.2.3 The Payment Guaranty must only take the form of a surety bond. More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an

A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty will provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

9.19.3.2 The Performance Guaranty will take any of the following forms:

9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.

9.19.3.2.2 Letter of Credit: Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.

9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty must list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in

the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.4 When County determines that Subrecipient must obtain and maintain a Guaranty(ies), County will inform Subrecipient of this requirement and will provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which will be initiated through a budget modification. This budget modification must be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient will ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient must continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient must obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient must submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient must provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and will include:

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time-to-time additional documents from Subrecipient, and Subrecipient must adhere to County's request for such documents.

9.20.2 Subrecipient must submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient must immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

9.20.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient must obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Subrecipient must ensure that the license is current throughout the entire term of this Subaward. Subrecipient must provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 **Certificate of Insurance**

9.20.3.2.1 The certificate must evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient must also provide copies of the certificate of insurance as it relates to any approved Lower Tier Subrecipient(s).

9.20.3.3 **Fire Department Inspection Report**

9.20.3.3.1 For each Service site that Client will visit, Subrecipient must obtain a fire inspection of its facility(ies). The inspection must be conducted

by the Los Angeles County Fire Department or by Subrecipient's local fire department. Subrecipient must obtain a written report of the inspection which must be provided to County at the beginning of the first Fiscal Year or Program Year of this Subaward, or upon the opening of each new Service site. In the event that violations are noted on the inspection report, Subrecipient must ensure that it complies with all corrective measures as directed by the fire department. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report must be current within the most recent twelve (12) month period. Subrecipient is responsible for knowing and understanding their local fire department requirements and guidelines and must ensure ongoing compliance with fire inspection pursuant to local ordinances and regulations.

9.20.3.4 **Public Health Permit**

9.20.3.4.1 For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Contractor must provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 **Health Department Inspection Report**

9.20.3.5.1 For each Service site where Subrecipient provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Contractor must annually provide a current copy of such inspection report (report must be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient must ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

9.20.3.6 **Vehicle Smog Certification**

9.20.3.6.1 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient must ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and must submit a copy of the smog certificate to County's Contract Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient must provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, must reflect Subrecipient's current legal name; and County will use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient must provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.20.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient must provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 **Board of Directors' Resolution**

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient must submit its Board of Directors' resolution in the time and manner as designated by County.

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster must include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient must provide an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

9.20.4.4.1 This document must reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner, or procedure in which the organization should operate. In the event that the bylaws are amended, Subrecipient must provide such amendments to County within five (5) days of them being approved.

9.20.4.5 **Complaint Policies and Procedures**

9.20.4.5.1 Subrecipient's policies and procedures for receiving, investigating, and responding to Client complaints must be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 **Organization Chart**

9.20.4.6.1 The chart must provide an outline of the hierarchy, relationships, and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy must be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 **Lower Tier Subaward**

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, must be provided to County within five (5) days of the execution of that agreement, amendment and addendum.

9.20.4.8 **Tax Exempt Status Letter**

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient must provide County a copy of its new status within five (5) days of any change in its tax-exempt status.

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

9.20.5.1.1 This Plan must adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.20.5.2 **Closeout Report**

9.20.5.2.1 This report must adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

9.20.5.3 **Other Reporting Documents**

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County will not be unreasonable in its request and Subrecipient must adhere to County's request for such documents.

9.21 **FISCAL REPORTING REQUIREMENTS**

9.21.1 **Cost Allocation Plan for Cost Reimbursement Activities**

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient must submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)) which may be obtained at Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf (lacounty.gov), Exhibit Q (Accounting,

Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:

9.21.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).

9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

9.21.1.2.3 List of all the funded programs.

9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.

9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.

9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.

9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.

9.21.1.3 Every cost included in the Cost Allocation Plan must be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.

9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient must sign the Cost Allocation Plan and any revisions made thereto.

9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient must submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient must submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient must submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.

9.21.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan will constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient must take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements will subject Subrecipient to remedies available under this Subaward.

9.21.2 **Closeout Reporting Requirements**

9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.

9.21.2.2 Subrecipient must complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report must include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.

9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report will be for that Subaward period which ends on the termination or cancellation date. Subrecipient must submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient must ensure that all of the following items match:

9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).

9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.

9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of $100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be $100, and the Amount Received reflected on the Closeout Report for Space will be $100. Alternatively, if the Subaward Sum for Space is reflected on the final approved

Budget(s) as $100 but the Grant Share for Space is reflected on the Closeout Report as $95, and the Amount Received for Space is reflected on the Closeout Report as $95 then the $5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

9.21.2.7 Subrecipient must ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.

9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.

9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.

9.21.3.1.4 Proceeds from the sale of items created under this Subaward.

9.21.3.2 Subrecipient must adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.

9.21.3.3 Subrecipient must use Program Income to expand baseline Program Services.

9.21.3.4 Subrecipient must report Program Income in Budget exhibit(s) and must expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.

9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County will recapture the balance of the unexpended

Program Income or pursue any other remedies available to County under this Subaward.

9.21.3.6 Subrecipient will not use Program Income to meet the match contribution requirement of this Subaward.

9.21.3.7 Subrecipient will provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Subrecipient may register for a UEI number at https://sam.gov/content/entity-registration. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Subrecipient must provide a valid UEI number using Exhibit E (Subrecipient's Administration) and must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at https://sam.gov/content/status-tracker. If County cannot access or verify "Active" status for Subrecipient's UEI information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.

9.22.3 Subrecipient's failure to adhere to applicable UEI and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.23 UNUSUAL OCCURRENCES AND CRIME

9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) must be reported by Subrecipient within twenty-four (24) hours to the local health

officer by telephone and in writing, and to County by telephone and also in writing or by email.

9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient must also prepare and retain an incident report on file, and must include a copy of the filed police report.

9.23.3 Subrecipient must maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient must furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

9.24 **FEMA PROVISIONS**

9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient must comply with all requirements outlined in Exhibit M (FEMA Provisions). Subrecipient must complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

9.25 **INTENTIONALLY OMITTED**

9.26 **REDUCING SINGLE-USE PLASTICS**

9.26.1 **Reduce Single Use Plastics**

9.26.1.1 Subrecipient a acknowledges that County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

9.26.2 **Procurement Data Reporting**

9.26.2.1 Subrecipient will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the County’s Project Monitor along with other regular reports and be available upon request.

10.0 SURVIVAL

10.1 In addition to any terms and conditions of this Subaward that expressly survive expiration or termination of this Subaward by their terms, the following provisions will survive the expiration or termination of this Subaward for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions and Headings)

Paragraph 3 (Work)

Subparagraph 5.4 (No Payment for Services Provided Following Expiration or Termination of Subaward)

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6.2 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Subparagraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

//

IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board, has caused this Subaward to be executed on its behalf by the Director of Aging and Disabilities Department, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward will not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

COUNTY OF LOS ANGELES

By _____ _____
Dr. Laura Trejo, Director — Date
County of Los Angeles
Aging and Disabilities Department

SUBRECIPIENT

City of West Covina
Subrecipient's Legal Name

ENP242510
Subaward Number

By Paulina Morales — Jun 26, 2024
Name of Authorized Representative — Date

City Manager
Title

Paulina Morales (Jun 26, 2024 15:38 PDT)
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Subaward No. 242510 (City of West Covina)

Final Audit Report 2024-06-26

Created:	2024-06-26
By:	Bernardo Franco (bfranco@ad.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSm01ks2HYWiewQtffTEjt1PvT6QspWR

"Subaward No. 242510 (City of West Covina)" History

Web Form created by Bernardo Franco (bfranco@ad.lacounty.gov)
2024-05-20 - 6:16:09 PM GMT

Web Form filled in by Paulina Morales (pmorales@westcovina.org)
2024-06-26 - 10:38:19 PM GMT- IP address: 24.182.45.114

Email verification link emailed to Paulina Morales (pmorales@westcovina.org)
2024-06-26 - 10:38:22 PM GMT

Email viewed by Paulina Morales (pmorales@westcovina.org)
2024-06-26 - 10:38:48 PM GMT- IP address: 54.241.109.45

E-signature verified by Paulina Morales (pmorales@westcovina.org)
2024-06-26 - 10:38:50 PM GMT- IP address: 54.193.71.145

Agreement completed.
2024-06-26 - 10:38:50 PM GMT

Adobe Acrobat Sign

ATTACHMENT NO. 3

LOS ANGELES COUNTY AGING & DISABILITIES DEPARTMENT
AREA AGENCY ON AGING
ELDERLY NUTRITION PROGRAMS
APPROVED CATERERS, FY 2024-2025

1	Bonne Bouffe Catering 1521 Venice Blvd Venice, CA 90291 Contact: Erica Moore 310-629-7423 bbcatering@earthlink.net	2	Everytable 3305 E. Vernon Avenue Vernon, CA 90058 Contact: Elizabeth Tulasi liztulasi@everytable.com 310-401-4549
3	Hirsh Family Kosher Kitchen 338 N. Fairfax Los Angeles, CA 90036 Contact: Siri Perlman, RD (JFS) sperlman@jfsla.org Hugo Perez, Food Service Manager hperez@jfsla.org 323-937-5843 (JFS) 323-937-6560 (Kitchen) Fax: 323-934-0540 Kosher hot and frozen meals	4	Huntington Culinary, Inc. – On-site caterer at South El Monte 7071 Warner Ave, Suite F-714 Huntington Beach, CA 92647 On site Address: 1556 Central Ave South El Monte, CA 91733 Contact: Carroll Klett Carroll@hcifood.com 714-231-8782 Fax: 928222-9618 American-style meals Hot Meals
5	Langlois Fancy Frozen Foods, Inc. 2975 Laguna Canyon Rd. Laguna Beach, CA 92651 949-497-1741 Fax: 949-497-4739 Frozen Meals	6	Los Comales Café 3329 W 8th Street Los Angeles, CA 90005-2433 Frank Vasquez 213-254-7914 Frankvasquez88@sbcglobal.net

7	Paratha Grill 18383 Pioneer Avenue Artesia, CA 90701 Contact: Gurpal Sood 562-964-3570 parathagrill@gmail.com	8	Project Angel Food 922 Vine Street Los Angeles, CA 90038 Contact: Don Macaulay Sr. Director, Operations & Administration 323-845-1800 x222 dmacaulay@angelfood.org Alyssa Baldino/abaldino@angelfood.org John Gordon/Exec Chef 323-845-1800x204 jgordon@angelfood.org Frozen Meals
9	Revolution Foods 5743 Smithway Street, Ste 103 Commerce, CA 90040 Contact: Robert Camarena 323-838-5555 Fax: 323-838-5419 Cell: 909-289-8900 Revolutionfoods.com Frozen Meals	10	Rolling Wok Restaurant 1609 South San Gabriel Blvd. San Gabriel, CA 91776 Contact: Mingling (Tony) Wang RollingWok91776@gmail.com 626-435-5223 Fax: 323-464-2399 Chinese-style meals
11	St. Vincent Senior Nutrition Program 2303 Miramar St. Los Angeles, CA 90057 Contact: Veronica Dover vdover@stvincentmow.org 213-484-7775 Fax: 213-484-7276 American-style meals Danny Franco: dfranco@stvincentmow.org Kathy Sato: ksato@stvincentmow.org Julio Sagustume: jsagastume@stvincentmow.org	12	Tender Loving Care 544-C Finney Court Gardena, CA 90248 Contact: Becky Cho kobecky59@gmail.com 213-434-1113 American and Korean-style meals

13	Trio Community Meals – Azusa On-site Caterer Contact: Joel Medina joel.medina@triocommunitymeals.com Contact: Carlos Giese: Carlos.giese@triocommunitymeals.com Contact: Miguel Gomez Miguel.gomez@triocommunitymeals.com Azusa Senior Center: 740 N. Dalton Ave Azusa, CA 91702	14	Trio Community Meals – Glendale On-site Caterer Glendale Adult Recreation Center: 201 E. Colorado Glendale, CA 91205 Contact: Trio Community Meals – Long Beach Contact: Joel Medina joel.medina@triocommunitymeals.com
15	Trio Community Meals – Huntington Park 3355 E Gage Ave. Huntington Park, CA 90255 Contact: Joel Medina 323-749-6780 joel.medina@triocommunitymeals.com Contact: Jose Vargas Jose.vargas@triocommunitymeals.com 562-218-2813 American-style meals	16	Trio Community Meals - Inglewood On-site Caterer 111 No. Locust Street Inglewood. CA 90301 Contact: Hector Ortega hector.ortega@triocommunitymeals.com Inglewood Nutrition Director: Bharat (Baz) Devlia bdevlia@cityofinglewood.org 310-412-4360 American-style meals
17	Trio Community Meals – North Hills Culinary Center 8329 De Celis Place North Hills, CA 91343 Contact: Carlos Giese: Carlos.giese@triocommunitymeals.com 818-895-1161 Fax: 818-895-1177 American-style meals	18	Trio Community Meals – Paramount On-site Caterer 14400 Paramount Blvd. Paramount, CA 90723 Site: 562-220-2090 Joel Medina joel.medina@triocommunitymeals.com American-style meals

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT WITH PBK ARCHITECTS, INC. FOR DESIGN SERVICES FOR THE NEW FIRE STATION 1 - PROJECT NO. 23002**

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with PBK Architects, Inc. in the amount of $799,500.00 to provide design services (DES Phase) for the Fire Station 1 Replacement Project; and
2. Approve a project design contingency in the amount of $119,925 to address any unforeseen conditions; and
3. Authorize the City Manager to execute the agreement, in substantially the form as attached and in such final form as approved by the City Attorney, and any future amendments to the agreement.

BACKGROUND:

Fire Station 1 is an essential facility for our community's safety. Fire Station 1's temporary relocation was triggered by the building's closing and condemnation. Fire Station 1 currently operates out of portable buildings located at the City Yard site (825 S. Sunset Avenue, West Covina). While this temporary solution ensures that emergency services remain operational, it is not ideal for the long-term needs of the Fire Department and the community it serves.

The temporary conditions and operational challenges highlight the need to construct a permanent and compliant Fire Station 1 to ensure the safety and efficiency of West Covina's fire services.

DISCUSSION:

A new Fire Station 1 building will replace the condemned building and ensure the continued provision of essential emergency services. The new Fire Station 1 will be designed to meet all the essential service needs/requirements of the Fire Department and the community it serves. The new building will be approximately 9,500 square feet and will feature three (3) seventy feet (70’-0") deep apparatus bays. The design will have a variety of support areas to enhance operational efficiency, including a hose storage alcove, shop, response alcove, cleanup area, janitor storage, communications equipment room, electrical room, mechanical room, yard storage closet, turnout room (supporting a washer extractor and turnout lockers), medical supply storage, and a Self-Contained Breathing Apparatus (SCBA) area.

On November 16, 2023, the City issued a Request for Qualifications (RFQ) to prepare the plans, specifications, estimates and general construction documents for a new fire station (Fire Station No. 1)

with a proposal due date of December 4, 2023 on Planet Bids. The following nine (9) firms submitted proposals by the December 14, 2023 due date:

Firm
BFK Architects
Holt Architecture
PBK Architects, Inc.
RRM Design Group
Rubio Medina Architect
STK Architecture, Inc.
SVA Architects, Inc.
TSK
Westgroup Designs, Inc.

The process of selecting the most qualified firm to prepare the City's Fire Station 1 replacement designs started with careful evaluation of each one of the nine (9) received proposals based on the following criterion and evaluation point system:

Evaluation Criteria	Max Points
Completeness of the SOQs and compliance with the required RFQ format.	10
Project understanding, scope, and approach to develop the project efficiently.	25
Experience and qualifications of the firm.	25
Experience and qualifications of the project team members.	25
Similar project experience.	15
Total	100

The table below reflects the average total points calculated for each firm based on the above-listed criterion and maximum points per criteria by the three evaluators:

Firm	Points Average
PBK Architects, Inc.	91.33
RRM Design Group	85.33
Rubio Medina Architect	80.33
STK Architecture, Inc.	79.33
Westgroup Designs, Inc.	76.00
TSK	75.67
SVA Architects, Inc.	72.00
Holt Architecture	64.67
BFK Architects	59.67

On April 16, 2024, staff conducted interviews with three firms that received the highest average scores based on the RFQ's evaluation criteria to have a better understanding of each firm's approach to providing the specified scope of work and the quality of their work. After reviewing all proposals and conducting interviews, staff deemed that the proposal from PBK Architects, Inc. was the most comprehensive and demonstrated the best understanding of the project. PBK Architects, Inc.'s proposed project manager and key personnel showcased relevant project experience and qualifications for similar Fire Station projects in other cities including City of Newport Beach, City of Orange, City of Ontario, City of Monterey Park, City of Escondido, City of Van Nuys, City of Costa Mesa, and City of Dana Point.

Staff recommends that the City Council approve a professional services agreement with PBK Architects, Inc. for the design services (DES Phase) for Fire Station 1 for a total amount of $799,500.00, as well as authorize a project design contingency in the amount of $119,925.00 to address any unforeseen conditions, and authorize the City Manager to execute the agreement, in such final form as approved by the City Attorney, and future amendments to the agreement. If approved tonight, the project design phase

will start in August 2024.

If the City Council authorizes staff to proceed with PBK Architects, it's anticipated to take approximately 12 months to have a design completed.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Brian Cervantes, MBA

Fiscal Impact

FISCAL IMPACT:

The following is the breakdown of the project design phase budget:

Preliminary Engineering Services (Contract with PBK Architects, Inc.)	$ 799,500.00
Contingency Allowance (15%)	$ 119,925
Project Management Cost (7%)	$ 55,965
Total Project Design Phase Estimate	**$975,390**

The preliminary estimate for constriction is approximately $18.8 million, making the total cost nearly $19.8 million. State and Local Fiscal Recovery Funds (SLFRF) are proposed to be used to fund the design phase. The cost of construction is expected to be funded by the proceeds from the sale of the current fire station site. The funds available for design are as follows:

Project	Fund	Current Budget Balance	Amount Requested	New Balance
23002, Fire Station 1 Replacement	179 ARPA SLFRF	1,449,606	975,390	$474,216
	Total	**$1,449,606**	**$975,390**	**$474,216**

Since this fire station will house emergency medical services apparatus and personnel, it is a capital expenditure to support responses to public health emergencies. Like other eligible uses of SLFRF funds in this category, capital expenditures should be a related and reasonably proportional response to a public health or negative economic impact of the pandemic. Per Treasury's final rule for SLRF, smaller projects with total expected capital expenditures below $1 million will not be required to undergo additional analysis to justify their capital expenditure, as such projects will be presumed to be reasonably proportional, provided that they are responding to a harm caused or exacerbated by the public health emergency. The cost of design is about five percent of the total project cost, which can be presumed to be reasonably proportional.

Attachments

Attachment No. 1 - Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Enhance City Image and Effectiveness

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
PBK ARCHITECTS, INC.
FOR
DESIGN SERVICES FOR NEW FIRE STATION 1

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of July 16, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and PBK ARCHITECTS, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide design services for the new Fire Station 1, as more fully described herein; and

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

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

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

E. Consultant responded to the City's Request for Qualifications dated November 16, 2023, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Qualifications was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Seven Hundred Ninety-Nine Thousand Five Hundred Dollars ($799,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, City will pay Consultant an additional fee based upon the Consultant's standard hourly rates as set forth in Exhibit B for such additional services. Such additional services and the increase in Consultant's compensation will be memorialized in an amendment to this Agreement. Consultant acknowledges and agrees that only the City Manager is authorized to approve an amendment for additional services.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The services shall be performed in accordance with a project schedule agreed to by 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 Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 15, 2026, 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 one (1) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.**

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

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00)

aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
PBK Architects, Inc.	City of West Covina

8163 Rochester Ave. Rancho Cucamonga, CA 91730 Tel: (909) 238-7030 Email: kelley.needham@pbk.com Attn: Kelley Needham	1444 West Garvey Ave. South West Covina, CA 91790 Tel: (626) 939-8733 Email: rortega@Westcovina.org Attn: Roberto Ortega

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes

or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

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

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

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

6.21. 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.

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

6.23. 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.

6.24. 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.

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

6.26. 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.

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

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

_____ Date: _____
Paulina Morales
City Manager

CONSULTANT

_____ Date: _____
Chris Cunico
President

_____ Date: _____
Kelly Needham
Secretary

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

CONSULTANT'S PROPOSAL

PBK

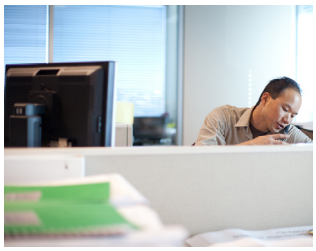
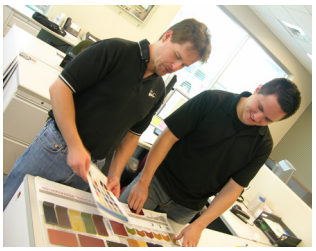
Fire Station 1

City of West Covina

QUALIFICATIONS FOR ARCHITECTURAL SERVICES



FIRE STATION 1
COSTA MESA, CA


December 14, 2023

Ms. Paulina Morales
Acting City Manager
City of West Covina
1444 W Garvey Avenue South
West Covina, CA 91790

Re: Proposal for Architectural Services
Fire Station 1
City of West Covina

Dear Ms. Morales,

On behalf of PBK and our entire consulting team, thank you for the opportunity to submit our qualifications for the design of the City of West Covina's new Fire Station 1. As you may already be aware, our firm specializes in the planning and design of public safety and essential service facilities. We have designed over 200 such facilities, each of which is specifically tailored to the unique requirements of the Fire Department and the communities they serve. We are currently working on similar projects in Costa Mesa, Laguna Beach, and Fountain Valley. In addition to public safety, we have designed a number of civic center projects which may prove helpful in the integration of the facility in its new location. As you can imagine, we believe our specific experience and local presence makes us uniquely qualified for a project of this type.

I will be the Principal-in-Charge of the project and will be the main point of contact from design through construction. All work will be completed in our office in Rancho Cucamonga. We acknowledge that all terms and conditions of the RFQ are understood and agreed to. We acknowledge receipt of Addendum 1. This submittal shall remain valid for 120 days.

Thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time. We look forward to hearing from you.

Very truly yours,

KELLEY NEEDHAM, AIA
Managing Partner
kelley.needham@pbk.com
Cell: (909) 238-7030


RFF 80



ARFF STATION 80
LOS ANGELES INTERNATIONAL AIRPORT

TABLE OF CONTENTS

APPROACH/SCOPE OF WORK 1

- Understanding
- Methodology
- Project Committee
- Key Objectives
- Quality Assurance
- Scope of Work
- Site Specific Services

PROJECT TEAM 11

- PBK Team/Resumes
- Consultant Team/Resumes
- Organization Chart

QUALIFICATIONS 21

- Introduction
- Better Together
- Relevant Experience
- Sustainable Design
- Recent Projects

REFERENCES 35

AGREEMENT 45

ADDENDA 47

REQUIRED FORMS 49

Approach/Scope of Work

A. UNDERSTANDING

It is our understanding that the City of West Covina wishes to replace Fire Station 1. The new station will be located within the City's Civic Center complex. The new station is anticipated to be approximately 9,500 sf. and meet all the requirements of the Essential Service Seismic Safety Act. The station should be designed to accomodate 10 firefighters and include the following major components:

- Three 70-foot deep apparatus bays
- Ten individual dormitories
- Five individual restrooms
- Exercise room
- Administrative office area
- An open kitchen/dining/dayroom layout
- Entry lobby with accessible restroom

Station support areas will include hose storage, shop, custodial, turn-out locker room, laundry, medical supply, communications room, and SCBA area. Site work to include secured fire fighter parking, emergency generator, and above-ground fuel island.

B. METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Kelley Needham, AIA. The Principal-in-Charge will be responsible for coordinating our in-house Architectural Team and our Consultant Team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

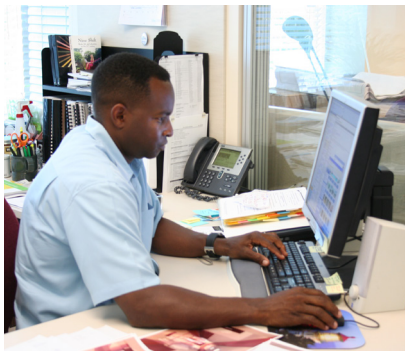
Our organization reflects a commitment towards planning and design in a team approach rather than on an individual basis. We feel that the final product can be substantially improved by a process which reflects many more design alternatives and ideas available for consideration and input. We believe that the success of the project depends upon involving all appropriate parties early on and throughout the planning and design process. It is important that the City and Fire Department staff provide review and input early on in the conceptual Design Phase of the project. With our fire station design experience, it is our job to explore options and alternatives that meet the needs of the program, and to provide design schemes that can be depended upon to be the best possible solutions.

C. PROJECT COMMITTEE

Our approach to your project depends upon a participatory process with key staff members who are involved within a given consideration of each of the project areas. We recommend that a Project Committee be established with a specific review process to enhance project communications. The exchange of information is critical to the process of planning, design, and construction. Periodic progress and review meetings will be established with milestone presentations and periods for comprehensive review during the entire project process. Beneficial and informal design workshops are also envisioned to explore options and alternatives likely to be discovered in the planning and design process.







D. KEY OBJECTIVES

Because of the factors that will influence the overall design of the facility, it is necessary that the Project Team have appropriate resources, expertise, and knowledge to provide the correct methodology to resolve project requirements. More importantly, we perceive that many opportunities and challenges exist in the design of this project. Our approach to the design of your project establishes a well crafted set of work tasks, responsibilities, and products to provide thoughtful solutions that innovate the best possible responses to the Fire Department's needs, opportunities, and available resources. We will seek to explore the following objectives in your project:

1. Creation of an efficient, functional, and interactive facility responsive to the service objectives of the Fire Department.

2. Consolidation of building and site elements to minimize development impacts and to maximize continuity of structural, mechanical, electrical, telecommunications, and site infrastructure components.

3. Achievement of a compact plan to establish clear, public, staff, and departmental areas in order to maximize functional efficiency, privacy, and security.

4. Explore opportunities to use combined passive and active technologies for energy conservation.

5. Consider and select appropriate environmental systems, materials, and finishes that achieve work and living environments while producing a durable, low maintenance facility.

6. Prepare alternative design concepts and recognize that value, performance, and image characteristics make significant contributions to team building, retention, and recruitment of valuable personnel.

7. Create forward thinking environments that are flexible to ever changing technologies and anticipate future change and expansion.

8. A community oriented, inviting, and friendly design that initiates public confidence and support while reinforcing the caliber of professionalism and camaraderie within the Fire Department.

9. A personalized setting to promote gender privacy is essential to eliminating stress and to respond to the individual housing needs of both male and female fire fighters.

MAINTAIN OPEN & CLEAR COMMUNICATION

PBK Unifying Principle No. 4

E. QUALITY ASSURANCE

1. COST ESTIMATING

Our proposal provides cost estimating as an integrated function attached to each and every design phase of the project. During the design phases of this project, cost estimates will be prepared during schematic design, design development, and at 60% and 90% complete final construction documents. Our construction cost control process ensures updated construction costs by linking value engineering to the project design. This approach helps make certain that the project budget is clearly recognized and understood by all project team decision-makers.

OPENLY SHARE KNOWLEDGE AND EXPERIENCE

PBK Unifying Principle No. 7

The successful completion of a winning facility design requires accuracy in estimating and compliance with allowable building costs as a prerequisite to the implementation of any proposed design option. A majority of our projects involve state and federal funding processes. Failure to comply with funding limitations will mean failure to get the project built. Consequently, PBK has developed the necessary cost estimating and project cost control systems within the design studio to ensure that construction cost limitations are achieved during both design and construction. Our cost estimating system uses completed projects as the primary source of a networked cost data base with secondary levels of data derived from leading cost estimating resource publications combined with current projects. The cost estimating process is interactive with the design and planning process, and constantly links estimated project development costs with allowable budgets.

2. SCHEDULING

PBK has proven methods and systems that are used to maintain and schedule deadlines and to complete necessary tasks on a timely basis. The project will be tracked in conformance with our master schedule format utilized in conjunction with the City's required time frames and our own milestones for task completion. Our project schedule will indicate all major tasks and completion deadlines to provide a continuing critical path tracking throughout all phases of the project. These time frames will be continuously updated. Project review meetings will be conducted every two weeks between the Principal Architect, appropriate PBK team members, and the project team in order to schedule upcoming work activities based upon the status of the design, progress of work completed, and specific need for input and guidance.

3. PROJECT CONSTRUCTIBILITY

PBK schedules ongoing constructibility reviews between all consultant disciplines and Project Team members throughout all project phases. These activities consist of review, coordination, oversight, and administrative functions including the following:

- Continuing consultation in development of the Project.
- Preparation of constructibility review checklists.
- Project-related research to confirm industry standards.
- Conduct routinely scheduled workshops.
- Preparation and tracking of project communications.
- Publication of progress reports, and project status.
- Direction of the work by skilled in-house personnel.
- Coordination between all disciplines for the Project.
- Use of Quality Control Document Checklist.*

* Developed by PBK, the quality control document checklist is designed to help assure that all aspects of the project have been reviewed and incorporated into the contract documents. Completion of the checklist is required of our project manager as well as all major subconsultants. Along with our extensive experience, the checklist has been instrumental in reducing the amount of changes required during construction. An excerpt from the checklist is included on the following page.

PBK

CONTRACT DOCUMENT REVIEW

PROJECT:

PROJECT NUMBER:

PRINCIPAL:

PROJECT MANAGER:

REVIEWED BY:

DATE:

The following review list is for our office use and that of our consultants only. Each applicable item on this review list shall be initialed by those responsible for the project after the item has been completed. Once all items on this list have been completed, please return the initialed review list back to the Quality Assurance Coordinator performing the review. Items marked as N/A do not apply. This document will be returned to the project file as evidence of review and completion.

CODE REVIEW

General Requirements

INITIALS		TASK DESCRIPTION	COMMENTS
_____	1.	Show on a plan the entire building(s) complete with area justification, occupancy group(s), occupancy load, number of stories, exiting requirements, type of construction, and any fire rated area or occupancy separations (202, 503, 506, 508).	
_____	2.	This project is of type _____ construction. Demonstrate on the documents the required _____ roof construction, _____ exterior wall construction, _____ structural frame protection, _____shaft enclosure, _____ floor/ceiling construction and _____ roof/ceiling construction (Table 601, 602, 704, 705, 713, Table 721.1(1), 721.1(2), 721.1(3).	
_____	3.	Identify on the plan(s) and provide detail(s) of firewalls (area separation wall(s)) and how they terminate at the roof/exterior wall/overhangs/lower roof. Horizontal separations are not permitted except as allowed by Section 706.5.	
_____	4.	Identify on the plan(s) and provide detail(s) of fire barrier (occupancy separation walls) and how they terminate at the roof/exterior wall/overhangs/lower roof between the _____ occupancy and the _____ occupancy (Table 508.4, 707.3.10).	
_____	5.	Identify on the schedule(s), provide details for and show the required _____ door rating for firewalls (area separation walls), _____ door rating for fire barriers (occupancy separation walls) (Table 716.5).	

F. SCOPE OF WORK

The following is a list of the basic activities and services anticipated for your new project. The scope has been divided into the five phases typically associated with architectural services:

1. SCHEMATIC DESIGN PHASE

The first and perhaps most important task during the Schematic Design Phase will be to establish and determine the best approach to the design of the primary systems in the project. The architectural program shall be developed. Alternative configurations shall be quickly explored in order to evaluate the best opportunities. A design concept shall be formulated in order to provide a sound basis for subsequent planning and design decisions to occur. The design concept shall be utilized to evaluate advantages and disadvantages of each potential alternative. Site and programmatic factors, aesthetic quality, cost, and other key factors related to the project shall be utilized in order to form the basis of an evaluation. Through a variety of informal meetings with the project committee, a schematic design concept shall be established.

During the Schematic Design Phase for your project, the following tasks and deliverables have been identified:

a. Master Site Plan
A master site plan shall be prepared in order to describe all major site components and to illustrate the overall site planning concept for the project. All structures, parking areas, and circulation components shall be identified. Areas of future expansion and/or future phasing shall also be defined.

b. Preliminary Landscape Plan
A preliminary landscape plan shall be prepared in order to illustrate proposed planting, landscaping techniques, and design concepts. Drought resistant, low maintenance, and xeriscape techniques shall be defined. A preliminary plant palette, identifying major tree and shrub species, shall be included.

c. Preliminary Floor Plans
A preliminary floor plan of each level for every structure proposed shall be prepared.

d. Exterior Elevations
Exterior elevations shall be prepared to illustrate all major views of the project. Elevations shall be drawn to depict scale, character, architectural vocabulary, and shall be delineated to communicate the aesthetic qualities of the project.

e. Schematic Design Opinion of Cost
A preliminary opinion of construction costs shall be prepared and included with the summary report.

f. Project Schedule
A comprehensive project schedule shall be prepared. The project schedule shall include anticipated time frames for each phase of the project as well as any other milestones required by the City.

2. DESIGN DEVELOPMENT PHASE

After completion of the Schematic Design Phase, the design of the project shall be advanced into more detailed refinement by initiating the Design Development Phase. Our Design Team shall prepare design development documents consisting of drawings, outline specifications, design calculations, material/equipment submittals, fixture cuts, and a design development opinion of estimated construction cost. Architectural, structural, electrical, and mechanical systems shall be further detailed and analyzed. Preliminary drawings shall be prepared for each of these systems and options which may exist shall be evaluated.

During the Design Development Phase, requirements for cabinets, casework, hardware, and related specialties shall be determined. A preliminary furniture plan shall be prepared indicating usage and furniture layout of every work station, office, and support space. Final selection of materials, textures, and colors shall occur. The Design Development Phase is essentially the time when preliminary design proposals are refined to a level of detail and developed to a state such that final construction documents can be initiated. The Design Development Phase is the time when all final decisions pertaining to the proposed project are evaluated and finalized.

During the Design Development Phase, the following tasks and deliverables have been identified:

a. Design Development Plans
Design development drawings shall be prepared in order to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, and landscape design features.

b. Outline Specifications
Outline specifications shall be prepared in order to identify and define the materials and system components selected for the project. Outline specifications shall be prepared in summary outline form based on CSI format.

c. Basis of Design
A technical manual shall be assembled to organize product literature and data for all materials, equipment, and fixtures selected for the project.

d. Building Code Analysis
Drawings, diagrams, and calculations shall be prepared based upon all applicable building codes having jurisdiction over the project. A preliminary occupancy and exiting plan shall be prepared to identify the type of construction, type of occupancy, required fire rating/separation, and location/ number of exits required.

e. Design Development Opinion of Cost
An opinion of construction cost shall be prepared to reflect the scope and anticipated construction costs as established by the design development documents.

f. Project Schedule
An updated project schedule shall be prepared and submitted.



3. CONSTRUCTION DOCUMENT PHASE

The final Construction Document Phase of the project generally consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Our proposal includes complete and comprehensive architectural and engineering services required to execute the entire project. Specifically, we have included the following disciplines:

1) Architectural
2) Civil Engineering
3) Structural Engineering
4) Mechanical Engineering
5) Electrical Engineering
6) Landscape Architecture

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. General conditions, instructions to bidders, and all special requirements are defined, and when combined with the various trade specifications, a complete project manual is produced.

During the Construction Document Phase final cost studies shall be prepared. A detailed opinion of construction cost shall be prepared at the point where final plans and specifications are approximately 50% complete. Once construction documents have almost been completed, a revised opinion of cost shall be prepared at the level of approximately 90% completion. Allowable construction costs will be consistently monitored during the entire process in order to minimize the possibility of requiring major refinement or modification due to budgetary limits.

The following tasks are specifically proposed for the project:

a. Construction Drawings
Final construction drawings shall be prepared in order to describe and identify the spaces, sizes, volume, and location in detail for the construction of the project.

b. Project Manual
A project manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction

trade sections for the project. The project manual provides detailed technical information pertaining to the administration of the contract for construction, materials and equipment to be furnished, acceptable manufacturers, and the requirements for executing the work.

c. Final Design Calculations
Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project. Structural calculations, hydrology/drainage calculations, and mechanical/electrical (Title 24 Energy Compliance) shall be completed during this phase.

d. Opinion of Cost
A detailed opinion of construction costs shall be prepared at the point where plans and specifications are approximately 50% complete. A second cost opinion shall be prepared at the 90% completion point in order to address any refinement or modification occurring during the preparation of the construction documents. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, Contractor's profit and overhead, and contingencies.

e. Final Plan Check
All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements, and at this time, construction documents will be ready for competitive bidding.

4. BIDDING PHASE

During the Bidding Phase, the Architect shall provide administrative support services to assist the City in obtaining competitive bids for the proposed project. Notices Inviting Bids shall be distributed to local construction plan rooms. The Architect shall respond to any questions, clarifications, or conflicts which may arise in the form of written addenda to the contract documents. At this time, requests for substitutions may be considered if allowed by the contract documents. The Architect shall assist the City with an evaluation of the bids received and make a recommendation for award of the contract for construction.

The following services for the Bidding Phase of the project are proposed:

a. Bidding Procedures and Administration
The Architect shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Architect. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents.

b. Evaluation of Bid Proposals
Upon receipt of all bid proposals, a review and evaluation shall be conducted by the Architect. The completeness of each bid proposal shall be evaluated whenever consideration exists to award to the proposing contracting entity. The completeness of the bid proposal, proposed subcontractors, affidavit of signature and other special bid proposal requirements shall be reviewed by both the City and the Architect.

c. Notice to Award Construction Contract
Upon the completed review of appropriate bid proposals, the Architect shall provide a recommendation for consideration regarding the potential award of the contract for construction.



5. CONSTRUCTION ADMINISTRATION PHASE

The Architect shall conduct job site meetings at two week intervals in order to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Architect for appropriate action. The Contractor's requests for information, proposal requests, and related communications shall be attended to on a regular basis. Contractor's pay requests shall be reviewed by the Architect on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents. At every job site meeting, minutes shall be prepared, published and distributed by the Architect to all parties concerned, specifically noting current action items and related responsibilities. Upon completion of the Construction Phase the Architect shall organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.

During the Construction Phase of the project, the following services shall be furnished:

a. Preconstruction Conference
A preconstruction conference shall be organized and conducted by the Architect to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the Fire Department, the Architect, the Contractor, and all major subcontractors.

b. Job Site Meetings
Job site meetings at two week intervals shall be scheduled and conducted by the Architect for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored. The Architect shall publish and distribute a field report for each job site meeting, documenting the progress of construction and specifically noting current and delinquent action items.

c. Submittal and Shop Drawing Review
The Architect shall review all required shop drawings and related submittals as required by the contract documents.

d. Project Closeout
At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Architect to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

e. Record Documents
A set of final record documents will be created from the Contractor's as-built drawings.

G. SITE SPECIFIC SERVICES

The following items are not typically found in the basic scope of architectural services. Based on the specifics of your site and our experience with projects of this type, we believe the following additional services will also be required:

a. Topographical Survey
A complete Topographical and Boundary Survey shall be furnished by the Design Team.

b. Geotechnical Investigation
A Geotechnical Investigation shall be furnished by the design team.

c. Water Quality Management Plan
Prepare Water Quality Management Plan (WQMP) report and plans addressing how to treat the post-construction stormwater runoff per City and County standard requirements.

d. Hydromodification Study
Hydromodification study with hydrology and storm drain pipe hydraulic calculations report to address that the property is in a hydromodification area.

e. SWPPP
Storm Water Pollution Prevention Plan shall be prepared for the project site.


DO NOT
ENTER



FIRE STATION 15
LOS ANGELES, CA

Project Team

A. PBK TEAM

The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of public safety facilities. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management.

KELLEY NEEDHAM, Principal-In-Charge
Mr. Needham is a Managing Partner of the firm and will serve as the Project Architect for all phases of the project. Mr. Needham will be the main project contact and shall provide the special expertise related to Fire Station design. Mr. Needham will be working closely with the City and Fire Department staff, as well as coordinating the efforts required of our in-house and consulting team.

JAIME MORENO, Senior Project Manager
Mr. Moreno will serve as Project Manager and will be primarily responsible for the layout and design of the project. Mr. Moreno will also be responsible to ensure all programatic and code requirements are met. During the design phase, Mr. Moreno will be responsible for producing design presentations and other visual communication materials. Mr. Moreno will coordinate the preparation of the final construction documents and provide administrative support throughout the entire construction process.

FRANK CUOMO, Quality/Cost Assurance
Mr. Cuomo will serve as our Quality Assurance/Cost Coordinator. Mr. Cuomo oversees the entire office's work in the areas of specifications, cost and quality control. He stays abreast of all recent governmental changes and product updates. Most importantly he updates PBK's Contract Document Checklist. This comprehensive document is used by the design team and our consultants to ensure a thorough review of your project prior to the start of construction.





Kelley Needham

Architect, Principal

Mr. Needham joined PBK in April 1986. He has brought to the firm a wide variety of experience and expertise in project design and construction document preparation. His architectural education was taught with a strong emphasis on human needs and how to integrate them into the built environment. This emphasis was combined with a methodical and logical design process geared toward the achievement of appropriate design solutions. He has experience in a wide variety of project types but has specialized in the design of both public and essential service facilities.

EDUCATION

California Polytechnic University, Pomona
Bachelor of Architecture, 1985

REGISTRATION

Architect, California - 19064

PROFESSIONAL AFFILIATIONS

Los Angeles Chapter
American Institute of Architects (AIA)

FIRE STATIONS

- Fontana Fire Station 81
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Harmony Grove Fire Station 5
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- Carlsbad Fire Station 3
- Los Angeles Fire Station 7
- Los Angeles Fire Station 39
- San Diego Fire Station 45
- Bonsall Fire Station 5
- Ontario Fire Station 9
- Vernon Fire Station 4
- Fontana Fire Station 71
- Rialto Fire Station 2
- Scottsdale Fire Station 1
- Scottsdale Fire Station 8
- Stanton Fire Station 46
- Chino Fire Station 1
- Fremont Fire Station 11
- Simi Valley Fire Station 47
- Cypress Fire Station 17
- Chino Fire Station 7
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Escondido Fire and Police
- Indio Fire Station 5
- Culver City Fire Station 3
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Lake Forest Fire Station 19
- Fremont Fire Station 8
- Chino Fire Station 3
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Rancho Cucamonga FS 173
- San Bernardino Fire Station 232
- Norco Fire Station 22
- Corona Fire Station 7
- Santa Monica Fire Station 2
- La Quinta Fire Station 93
- Rancho Cucamonga Fire Station 176

CIVIC CENTERS

- Eastvale City Hall
- Yucaipa Civic Center
- Avalon CIty Hall
- Walnut City Hall
- Clovis Civic Center
- Citrus Heights City Hall



Jaime Moreno

Associate I, Senior Project Manager

Mr. Moreno joined PBK in 2020. In his role as a Project Manager, Mr. Moreno is reponsible for the complete delivery of the project from concept through occupancy. PBK's Project Managers are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineers. The Project Manager reports directly to the Principal-in-Charge and works in close coordination with the Design Team members on a daily basis. Mr. Moreno is also responsible for overseeing and updating the Project Budget, Schedule, and Scope.

FIRE STATIONS

- Monterey Park Fire Station 62
- Newport Beach Fire Station 2
- Fontana Fire Station 81
- Fontana Fire Station 80
- Redlands Fire Station 262
- Ontario Fire Station 11
- Vista Fire Station 3
- Manhattan Beach Fire Station 2
- Orange Fire Station 1
- Valley Center Fire Station 3

PUBLIC SAFETY

- Orange Police Department Lobby
- Newport Beach Police Station
- Placentia Public Safety Center

TRAINING FACILITIES

- Fontana Training Center
- San Marcos Training Center
- Costa Mesa Training Center

REFERENCES

Mr. Robert Eisenbeisz, Project Manager
Interwest Group
(909) 496-8171
reisenbeisz@interwestgrp.com

Mr. Reggie Brown, Battalion Chief
Redlands Fire Department
(909) 798-7600
rbrown@confire.org

Ms. Kimberly Young, Senior Civil Engineer
City of Fontana
(909) 350-7600
kyoung@fontana.org

EDUCATION

California State Polytechnic University, Pomona
Bachelor of Architecture, 2012

PROFESSIONAL AFFILIATIONS

National Council of Architectural Registration Boards
Inland Chapter, American Institute of Architects (AIA)



Frank Cuomo

Associate Principal, Qual. Assurance/Cost Coordinator

Mr. Cuomo has been with the firm since 1985 and as Quality Assurance/Cost Coordinator is not assigned to just one studio team. Instead, Mr. Cuomo acts as a resource to the entire office, answering technical questions, developing PBK's specification system, and overseeing all product literature.

Mr. Cuomo is responsible for PBK's Contract Document Checklist. Each project team and their consulting engineers must complete this thorough checklist before a PBK project is deemed "ready for bid."

PUBLIC SAFETY

- Ontario Fire Station 1
- Placentia Public Safety Center
- Santa Clarita Sheriff's Facility
- San Diego CHP Facility
- City of Commerce EOC
- Montclair Police Facility
- Escondido Police and Fire Facility
- Turlock Public Safety Facility
- Yucaipa Sheriff Facility
- Cathedral City Fire Station 411
- Gilroy Police Facility
- Clovis Police and Fire Facility
- San Marcos Training Facility
- San Marcos Sheriff's Facility

MUNICIPAL FACILITIES

- Montclair Youth and Teen Center
- Yucaipa Community Center
- Gilroy Civic Center
- Woodbridge Community Park
- Corona Community Center
- Yucaipa Civic Center
- City of Clovis Civic Center

REFERENCES

Ms. Shelley Whitaker, Program Manager
Department of General Services
(916) 376-1674
shelley.whitaker@dgs.ca.gov

Ms. Joyce Masterson, Asst. City Manager (R)
City of Escondido
(760) 715-8407
masterson4@cox.net

Mr. Nathan Complin, Project Executive
Erickson-Hall Construction Company
(760) 801-4284
ncomplin@ericksonhall.com

EDUCATION

University of Illinois, Champaign
School of Architecture, 1983

REGISTRATION

Architect, California - 27449

PROFESSIONAL AFFILIATIONS

Inland Chapter
American Institute of Architects (AIA)

B. CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size and scope. Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

CIVIL ENGINEERING

civTEC
999 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
(949) 463-8822

civTEC was founded with the singular goal of providing comprehensive civil engineering consulting services. Their team has over 25 years of experience in providing civil engineering for land development projects. Their knowledge of current technology and code requirements allows them to provide their clients the best engineered solutions. **Civtec has been working with our firm since 2003.**

STRUCTURAL ENGINEERING

Miyamoto
1047 West Sixth Street, Suite A
Ontario, CA 91762
(909) 983-5599

R.M. Byrd and Associates, Inc. was founded in 1992 on fundamental principles designed to provide quality consulting engineering services. In 2022, R.M. Byrd and Associates officially joined Miyamoto International. The merger will use the strengths of both companies to deliver greater value and level of service to their clients. **Rick Byrd, Principal of Miyamoto, has been working with our firm since 1986.**

MECHANICAL ENGINEERING

Pocock Design Solutions
14451 Chambers Road #210
Tustin, CA 92780
(949) 417-3903

Pocock Design Solutions is a full-service mechanical and plumbing engineering firm that has a diverse portfolio of projects that are varied in size and complexity. Their work includes public safety, colleges, universities, schools, laboratories, hospitals, municipal, commercial developments, retail, and entertainment venues. **Tim Pocock, President of Pocock Design Solutions, has been working with our firm since 1986.**

ELECTRICAL ENGINEERING

A&F Engineering Group
9320 Baseline Road, Suite C
Alta Loma, CA 91701
(909) 941-3008

A&F Engineering Group is an electrical engineering firm specializing in power distribution, lighting, fire alarm systems, security, communications systems, controls and emergency power systems. Their experience includes public safety facilities, dispatch centers, emergency operations centers, and educational facilities. **A&F Engineering Group has been working with our firm since 2001.**

LANDSCAPE ARCHITECTURE

Cornerstone Studios
106 West 4th Street
Santa Ana, CA 92701
(714) 973-2200

Cornerstone Studios is a professional landscape architecture firm that offers a full range of services from site planning through construction documentation and observation. Their work includes park, transportation, civic, environmental, commercial, housing, and education projects. **Cornerstone Studios has been working with our firm since 2001.**

GEOTECHNICAL

Leighton
2600 Michelson Drive, Suite 400
Irvine, CA 92612
(949) 250-1421

Leighton Consulting, Inc. has provided innovative design solutions and field support for construction projects for more than six decades. Specializing in geotechnical, environmental, materials testing, and inspection, their several hundred employees are strategically located throughout Southern California. **Leighton has been working with our firm since 1989.**



FIRE STATION 62
MONTERREY PARK, CA



Thomas Edward Carcelli

Principal, civTEC

Mr. Carcelli has over 25 years of experience in the civil engineering field with a particular emphasis on parks and recreation, commercial/industrial, education, and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping, and street design.

EDUCATION

California State Polytechnic University, Pomona
Master of Architecture
University of California, Irvine
Bachelor of Science in Civil Engineering

REGISTRATIONS

Licensed Prof. Engineer - CA RCE #81640
Qual. SWPPP Developer (QSD) - C-81640

PROFESSIONAL AFFILIATIONS

ASCE - Member

FIRE STATIONS

- Chino Valley Fire Station 8
- Costa Mesa Fire Station 2
- Costa Mesa Training Center
- Vista Fire Station 3
- Ontario Fire Station 11
- North County Fire Station 3
- Huntington Beach Explorer Training Center
- Ontario Public Safety Center
- Laguna Beach Fire Station 4
- Corona Fire Station 2



Richard M. Byrd

Principal, Miyamoto

As Principal Miyamoto, Mr. Byrd has dedicated his career to the implementation of the fundamental principles of Structural Engineering. With his Architectural Engineering education background and an appreciation for Architecture, he has a respect and understanding of the needs of the firm's clients. Whether working with Architects, Developers, Building Owners, Contractors, or Public Agencies, the process begins with needs assessment, performance criteria evaluation, and cost considerations.

EDUCATION

California Polytechnic State University
San Luis Obispo
Bachelor of Science, Architectural Engineering, 1984

REGISTRATIONS

CA Civil Engineer No. CE41857
CA Structural Engineer No. SE3350

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of CA
Consulting Engineers Association of CA

FIRE STATIONS

- Ontario Fire Station 1
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- Manhattan Beach Fire Station 2
- Costa Mesa Fire Station 1
- Carlsbad Fire Station 6
- Escondido Police and Fire Facility
- San Marcos Fire Station 4
- Rancho Santa Fe Fire Station
- Indio Fire Station 5
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- San Marcos Fire Station 2
- Chino Fire Station 3
- Santa Monica Fire Station 2
- San Marcos Fire Station 1



Tim Pocock

Principal, Pocock Design Solutions

Mr. Pocock has over 30 years of experience in the design of a wide variety of project types including educational, institutional, industrial, municipal, parking structures, and healthcare facilities. With a construction oriented background, Mr. Pocock is well versed in all aspects of project delivery. Mr. Pocock will be involved with all aspects of the project, from the schematic design phase through construction phase and closeout.

EDUCATION

University of California Los Angeles, Ext.
California Sequential Program in
Plumbing System Design

REGISTRATIONS

University of California Los Angeles, Ext.
California Sequential Program in
Plumbing System Design Certification

PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers
Nat. Fire Protection Association (NFPA)

FIRE STATIONS

- Ontario Fire Station 1
- Ontario Fire Station 9
- Manhattan Beach Fire Station 2
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Costa Mesa Fire Station 1
- Anaheim Fire Station No. 11
- Atwater Fire Station No. 2
- Bonsall Fire Station No. 5
- Carlsbad Fire Station No. 6
- Chino Fire Station No. 1
- Carlsbad Fire Station 3
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- Chino Fire Station No. 7
- Chino Valley Fire Station No. 3
- Chula Vista Fire Station No. 2
- Chula Vista Fire Station No. 4



Rolando E. Sotelo

Principal, A&F Engineering Group

As a Principal of the firm, Mr. Sotelo serves as the Chief Engineer for A&F Engineering Group, Inc. ventures. Mr. Sotelo has over twenty years of experience and has completed projects throughout Southern California. His expertise has been an integral part of large and small projects that include civic centers, educational facilities, medical centers, office buildings, commercial centers, and industrial plants.

EDUCATION

B.S., Electrical Engineering,
California State University, Long Beach

REGISTRATIONS

California License E17229
Arizona License E48795

PROFESSIONAL AFFILIATIONS

Nat. Society of Prof. Engineers (NSPE)
CA Society of Prof. Engineers (CSPE)
Institute of Electrical and Electronic
Engineers (IEEE)

FIRE STATIONS

- Ontario Fire Station 1
- Ontario Fire Station 9
- Manhattan Beach Fire Station 2
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Costa Mesa Fire Station 1
- Anaheim Fire Station 5
- Newport Beach Fire Station 5
- Monterey Park Fire Station 62
- Monterey Park Fire Station 61
- Fontana Fire Station 73
- Fontana Fire Station 71
- Carlsbad Fire Station 3
- Newport Beach Fire Station 2
- Newport Beach Fire Station 5
- Bonsall Fire Station 5
- Ontario Fire Station 4
- Yucaipa Fire Station 3
- Culver City Fire Station 3
- San Jose Fire Station 2



Don Wilson

Principal, Cornerstone Studios

Mr. Wilson is skilled in coordination of multi-disciplinary teams of technical consultants toward completion of project designs. He has over 40 years' experience in the field of landscape architecture and planning and on a variety of projects with extensive experience in design and alteration of new and existing facilities. His responsibilities encompass the initial fieldwork, data gathering, site analysis and documentation, design, and construction observation. He has been responsible for the preparation of landscape architectural designs that emphasize lower maintenance, compatible plant associations, accessibility for all, and re-use of sites and materials.

EDUCATION

University of California, Berkeley, CA
Bachelor of Landscape Architecture

REGISTRATION/CERTIFICATIONS

Licensed Landscape Architect #1746
Disadvantaged Business Enterprise
Minority Business Enterprise
Women Business Enterprise

PROFESSIONAL AFFILIATIONS

CLARB Registration
Amer. Society of Landscape Arch. (ASLA)

EXPERIENCE

- Costa Mesa Training Center
- Fontana Training Center
- LA Emergency Operations Center
- Santa Clarita Sheriff's Facility
- San Diego CHP Headquarters
- Ontario Fire Station 1
- Fountain Valley Fire Station 1
- Palm Desert Fire Station 102
- Orange Fire Station 2
- Los Angeles Fire Station 4
- Anaheim Fire Station 5
- Escondido Fire Station 5
- Irvine Fire Station 6
- Ontario Fire Station 6



Jason D. Hertzberg

Principal Engineer, Leighton Consulting

Mr. Hertzberg has 18 years of experience in various areas of roadway, transportation, public works, water, wastewater, and residential developments throughout Southern California. He has performed geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, and report preparation for various types of civil facilities. Mr. Hertzberg's areas of expertise include seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering.

EDUCATION

M.S., Civil Engineering, specialization in Geotechnical Engineering
California State University, Long Beach
B.S., Civil Engineering
Cal State Polytechnic University, Pomona

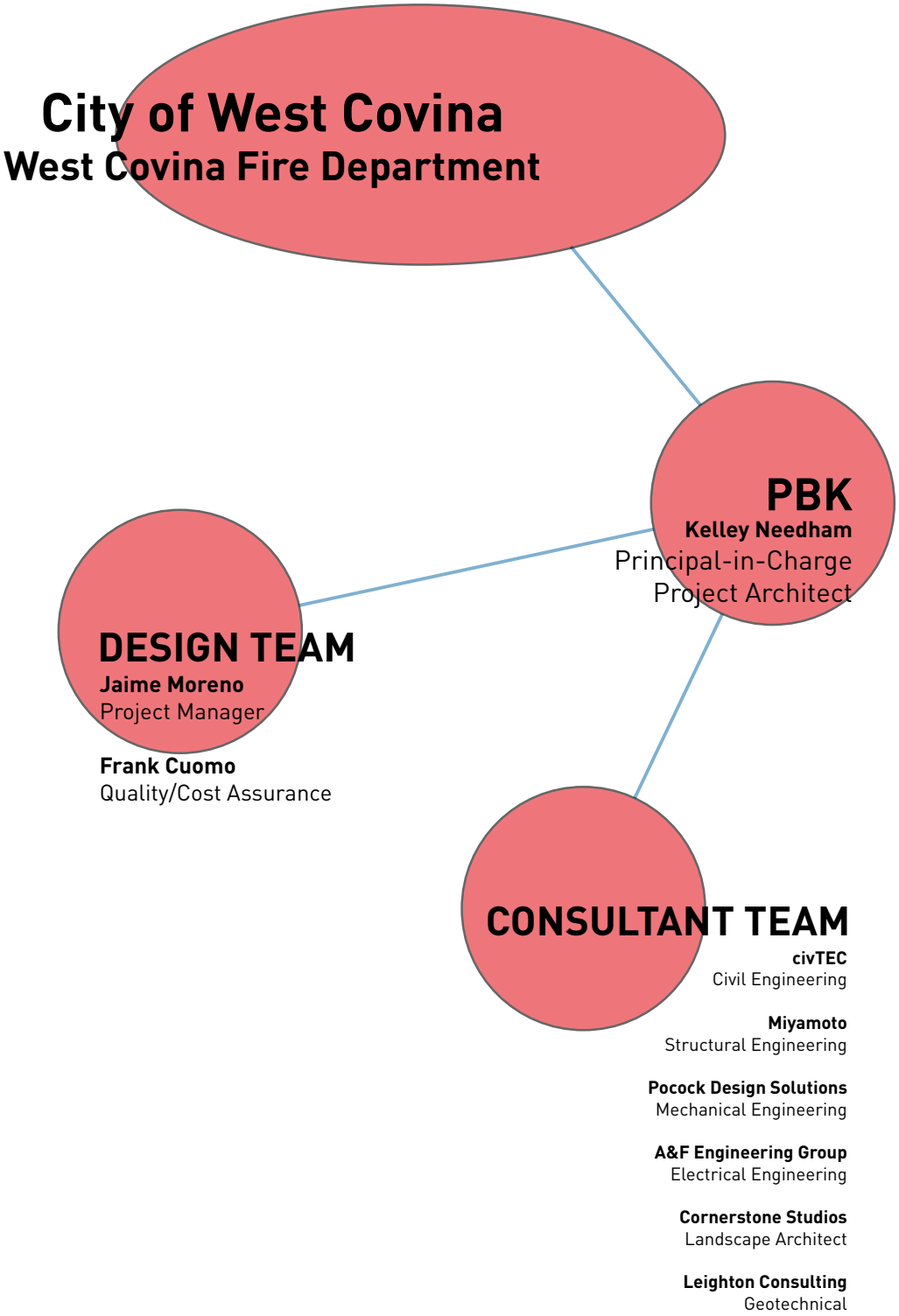
REGISTRATIONS

CA Geotechnical Engineer – 2711
CA Registered Civil Engineer – 61778

FIRE STATIONS

- Newport Beach Fire Station 5
- Dana Point Fire Station 29
- Malibu Fire Station 71
- Costa Mesa Fire Station 1
- Rancho Cucamonga FS 172
- Chino Fire Station 63
- Fontana Fire Station 71
- Temescal Public Safety Facility
- Carlsbad Fire Station 6
- Verdemont Fire Station
- Ontario Fire Station 9
- Orange Fire Station 2
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62

C. ORGANIZATION CHART



Qualifications

ESTABLISHED IN 1974 | BASED IN RANCHO CUCAMONGA, CA

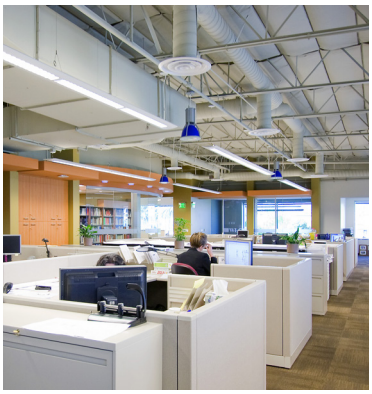


A. INTRODUCTION

For more than four decades, PBK has served as an award-winning pioneer for architectural and engineering design solutions for clients in public safety, education, healthcare, sports, and corporate business. The firm embraces a unique business culture that prioritizes customer service and approaches each project without preconceived notions in order to deliver custom solutions that effectively address the unique needs of each client. Since we completed our first public facility over 40 years ago, we have strived to become experts in the areas of fire, police, municipal, and community facilities throughout California. We have designed hundreds of public facilities, each of which is specifically tailored to the unique requirements of the communities they serve. As department needs have changed, so has PBK. We have expanded our expertise to include drill towers and training facilities, vehicle maintenance, dispatch centers, and emergency operations centers. PBK is proud to be considered one of the leaders in the design of municipal and civic facilities.

B. BETTER TOGETHER

In October 2020, PBK Architects merged with WLC Architects. The merger has been in the planning stages for several years in order to maintain a seamless transition in regard to customer service, quality, and attention to detail. With 26 offices nationwide and over 850 design professionals, PBK is one of the largest architectural firms in the country and continues to embrace a culture which prioritizes customer service.







RANCHO CUCAMONGA
8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

LOS ANGELES
360 E 2nd Street, Suite 705
Los Angeles, CA 90012
323.800.3330

SAN LUIS OBISPO
1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

FOLSOM
1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

BERKELEY
2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

ANAHEIM
2400 East Katella Ave, Suite 950
Anaheim, CA 92806
949.548.5000

SAN DIEGO
12520 High Bluff Drive, Suite 250
San Diego, CA 92130
619.695.0400

FRESNO
7790 North Palm Avenue, Suite 300
Fresno, CA 93711
559.448.8400

BAKERSFIELD
4900 California Ave, Suite 130-A
Bakersfield, CA 93309
661.509.2099

PRESENT FIRM SIZE | 852 PERSONNEL

POSITION	FIRM WIDE	CALIFORNIA
Architects	435	178
Engineers	136	41
Landscape	9	3
Roofing/Facilities	27	10
Designers	38	5
Construction Administration	31	3
Corporate/Business/IT	80	25
Administrative	50	18
Intern	46	5
TOTAL	**852**	**288**

PRIMARY DISCIPLINE, RESOURCE AND SERVICES

PBK provides complete architectural services, urban and regional planning, and interior design. Structural, civil, electrical, mechanical, acoustical engineering, and landscape architecture are all provided by retention of appropriate consultants highly experienced within the desired disciplines.

CURRENT WORKLOAD

The current workload of the staff listed in this Proposal is such that we are in an excellent position to begin your project immediately. The entire project team will remain with your project through completion. Work will be performed in our office in Rancho Cucamonga.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301
Mr. Scott Maxwell, Swenson Corporation. 909.989.5867
Ms. Donna Melton, AG Risk Management Services. 281.760.2977

INSURANCE

A general liability insurance policy with a minimum coverage limit of $2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of $2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.

C. RELEVANT EXPERIENCE

With over 40 years of experience, PBK is a leader in the field of essential service facilities. Our work has been recognized at state and national levels by the American Institute of Architects, International Association of Fire Chiefs, International Association of Police Chiefs, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society.

FIRE STATIONS

- Manhattan Beach Fire Station 2
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- San Diego Fire Station 45
- Ontario Fire Station 9
- Vernon Fire Station 4
- Tustin Fire Station 37
- Los Angeles Fire Station 39
- Los Angeles Fire Station 7
- Carlsbad Fire Station 3
- Bonsall Fire Station 5
- Hesperia Fire Station 301
- Mecca Fire Station 40
- Simi Valley Fire Station 47
- Fontana Fire Station 71
- Rialto Fire Station 202
- Cypress Fire Station 17
- Chino Fire Station 1
- Chino Fire Station 7
- Scottsdale Fire Station 8
- San Mateo Fire Station 23
- Stanton Fire Station 46
- Scottsdale Fire Station 1
- LAX - ARFF Station 80
- San Jose Fire Station 2
- Fremont Fire Station 11
- Escondido Fire & Police HQ
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Culver City Fire Station 3
- Los Angeles Fire Station 81
- Thousand Palms Fire Station 35
- Indio Fire Station 5
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Anaheim Fire Station 11
- Lake Forest Fire Station 19
- American Canyon Fire & Police
- Atwater Fire Station 2/Police
- Fremont Fire Station 8
- Chino Fire Station 3
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Merced Fire Station 55
- Rancho Cucamonga Fire Station 173
- San Bernardino Fire Station 232
- Norco Fire Station 47
- Gilroy Fire Station 3
- La Quinta Fire Station 93
- Avalon Fire Station 1
- Rancho Cucamonga Fire Station 6
- Corona Fire Station 7
- Clovis Police and Fire Facility
- Santa Monica Fire Station 2
- Anchorage Headquarters Fire Station 1
- Fontana Fire Station 78
- San Marcos Fire Station 1
- Chino Hills Fire Station 2
- Burbank Fire and Police Facility
- Temecula Fire Station 84
- Riverside Fire Station 12
- Arcadia Fire Station 2
- Fontana Fire Station 77
- Culver City Headquarters Fire Station 1
- Fontana Fire Station 74

ARFF STATIONS

- Los Angeles International Airport, ARFF Station 80
- John Wayne Airport, ARFF Station 33
- Portland International Airport, ARFF Station 89

TRAINING FACILITIES

- Ontario Training Center
- Culver City Training Center
- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- Los Angeles Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Services Training Facility

REMODELS

- Newport Beach Fire Station 3
- Chino Valley District Headquarters
- Chino Fire Station 6
- Oceanside Police Evidence Facility
- Orange Fire Station 2
- Newport Beach Police Facility
- Monterey Park Fire Station 61
- Pasadena Fire Station 39
- Pasadena Fire Station 32
- North Net Fire Training Center
- Anaheim Fire Station 8

CIVIC CENTERS

- Yucaipa Civic Center
- Avalon Civic Center
- Walnut City Hall
- American Canyon City Hall
- Big Bear Lake Civic Center
- Grand Terrace Civic Center
- Banning Civic Center
- Citrus Heights City Hall
- City of Gilroy Civic Center
- City of Clovis Civic Center
- Laguna Woods City Hall Renovation
- Escondido City Hall Renovation

D. SUSTAINABLE DESIGN

PBK is a member of the United States Green Building Council (USGBC), and has participated with the USGBC's Leadership in Energy and Environmental Design (LEED) program on a variety of projects. Twenty-two members of the firm are LEED Certified Green Building Professionals.

PROJECT NAME	LEED LEVEL
Costa Mesa Fire Station 1	Gold
American Honda Distribution Center	Gold
Glendale Pacific Park Aquatic Center	Gold
Glendale Water & Power Stores Building	Silver
Glendale Water & Power Training Building	Silver
Haskett Public Library	Certified
Laney College Student Center	Gold
Pocket Greenhaven Library	Silver
Merritt College Allied Health Center	Gold
PBK Rancho Office	Gold
PBK Berkeley Office	Silver
Los Angeles Fire Station No. 7	Silver
Los Angeles Fire Station No. 39	Silver
Cathedral City Fire Station 411	Silver
Chino Fire Station 1	Silver
Chino Training Center	Silver
Chino Fire Station 7	Silver
CSU San Marcos Public Safety Building	Gold
Fremont Fire Station 2	Silver
Fremont Fire Station 6	Certified
Fremont Fire Station 11	Gold
LAX ARFF Station 80	Gold
Napa County Sheriff	Gold
San Diego Fire Station 45	Silver
San Marcos Fire Station 4	Gold
San Mateo Fire Station 23	Silver
Scottsdale Fire Station 1	Platinum
Scottsdale Fire Station 8	Platinum
Tustin Fire Station 37	Certified
Valley Recruit Training and Fire Station 81	Silver

E. RECENT PROJECTS

The following pages provide some additional information on specific projects in progress or recently completed by our firm:

FIRE STATION 2
Newport Beach, CA









Project Cost:
$6,289,000

Square Footage:
12,000

Completion Date:
August 2022

Contact:
Mr. Peter Tauscher
Project Engineer
City of Newport Beach
(949) 644-3316
ptauscher@newportbeachca.gov

Fire Station 2 is a new 12,000 sf Fire Station built by the City of Newport Beach. The 0.4 acre site is located on the Balboa Peninsula in a mixed use area of the City.

The Station is designed to accommodate 10 fire fighters in an individual dormitory setting. Other station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, and the various support spaces required for a facility of this type. Secured fire fighter parking is included on site. The project also includes a small, stand-alone restroom building dedicated for public use.

Designed with a definitive coastal appearance, the station's architecture celebrates Newport Beach's Cape Cod aesthetic. Materials include simulated wood siding, asphalt shingles, and a variety of trellis and railing elements. A lighthouse element incorporated at the building entry completes the overall design.

FIRE STATION 1
Orange, CA









Project Cost:
$17,500,000

Square Footage:
28,300

Completion Date:
March 2022

Contact:
Mr. Matt Nelson
Administrative Captain
City of Orange
(714) 288-2506
mnelson@cityoforange.org

Fire Station 1 is a new two-story 28,300 sf facility built by the City of Orange. The project is designed to include both Fire Station 1 and the Department Headquarters for the City of Orange Fire Department.

The Station is designed to accommodate 12 fire fighters in an individual dormitory setting. Other station features include a 4-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, display area, training classroom, and the various support spaces required for a facility of this type. The project also includes the remodel of an adjacent premanufactured building scheduled to be used for the storage of reserve apparatus.

Site features include visitor parking, secured fire fighter parking, and an above ground fuel station. An adjacent site provides additional parking for administrative staff. The station includes an extensive photovoltaic system on both the building and parking area.

FIRE STATION 9
Ontario, CA









Project Cost:
$7,894,760

Square Footage:
10,476

Completion Date:
January 2022

Contact:
Mr. Raymond Gayk
Fire Chief
Ontario Fire Department
(951) 741-2869
rgayk@ci.ontario.ca.us

Fire Station 9 is a new 10,476 sf fire station built by the City of Ontario. The 1.2 acre site is located in a new residential development in the southern portion of the city.

The Station is designed to accommodate 10 fire fighters in an individual dormitory setting. Other station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, training classroom, and the various support spaces required for a facility of this type. Site features include visitor parking, secured fire fighter parking, hose tower, and an above grade fuel island.

Architecturally, the station is designed to present a more historical appearance. Plaster, brick veneer, and pre-cast concrete elements are combined with traditional turn-of-the-century detailing. Sloped roof forms are used in conjunction with parapet areas designed to screen mechanical equipment.

FIRE STATION 62
Monterey Park, California









Project Cost:
$5,397,101

Square Footage:
6,763

Completion Date:
October 2021

Contact:
Matthew Hallock
Fire Chief
City of Monterey Park
(626) 476-2226
mhallock@montereypark.ca.gov

Fire Station 62 is a new 6,763 sf facility built by the City of Monterey Park. The station has been designed to replace an existing station which was built in 1978. Located on a 0.3 acre site in a largely residential area, the project required the closure of an existing alley as well as the complete reconstruction of an adjacent residence.

The three-story Station is designed to accommodate 7 fire fighters in an individual dormitory setting. Other station features include a 2-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, turn-out locker room, shop, and the various support spaces required for a facility of this type. A physical training room has also been included and is located in a small, stand-alone residence that was completely reconstructed. The residence also served as a temporary station during the second phase of the station construction.

Architecturally, the station utilizes the typical forms and materials of the residential neighborhood. Exterior plaster and siding are used in various combinations to help reduce the overall building mass.

FIRE STATION 5
Escondido, California









Project Cost:
$6,649,446

Square Footage:
8,313

Completion Date:
October 2020

Contact:
Mr. Nathan Complin
Project Executive
Erickson-Hall Construction Company
(760) 806-4284
ncomplin@ericksonhall.com

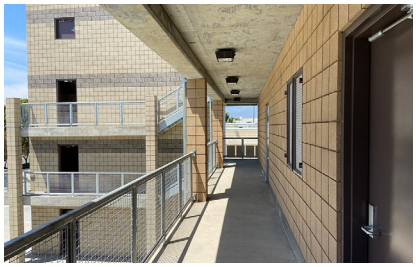
Fire Station 5 is a new 8,313 sf facility built for the Rancho Santa Fe Fire Protection District. Located in the Harmony Grove Village, the station is intended to be an integral part of the new master planned community.

The single story station is designed to accommodate 5 fire fighters in an individual dorm setting. Other station features include a 3-bay apparatus room, administrative offices, kitchen, dining room, exercise room, and the various support spaces required for a facility of this type. The station also features a large meeting room for use in training or community events. Site features include secured fire fighter parking, on-site fueling, emergency generator, hose drying rack, and artificial turf.

The station was designed to reflect the rural aesthetic adopted by the Harmony Grove Residential Development. Plaster and cementitious wood siding are used in varying amounts to help distribute the overall building massing.

FIRE AND POLICE TRAINING CENTER
Ontario, CA









Project Cost:
$8,519,610

Square Footage:
Classroom Building - 3,388
Fire Training Tower - 14,475
Burn Building - 2,372

Completion Date:
June 2020

Contact:
Mr. Mike Pelletier
Deputy Chief (R)
Ontario Fire Department
(909) 229-3333
leykers@msn.com

The new fire and police training center is located on a 4.5 acre site directly adjacent to Fire Station 3 in the City of Ontario. The project includes a new burn building along with an expansive training complex. The facility includes both five-story and six-story training towers. The classroom building includes administrative offices, restrooms, break area and multiple classrooms. The classrooms include both tiered and flat-floor layouts for maximum flexibility.

Site features include a new concrete perimeter road, training grounds, above grade vent props, pump test pit, utility props, and an extensive confined space prop. Additional parking was also provided over the entire site.

Located in a largely industrial area, the project uses various colors and textures of concrete masonry to help blend with the community and give the buildings a sense of scale. Residential, commercial, and industrial forms provide for a wide variety of training scenarios.

FIRE STATION 39
Van Nuys, CA







Project Cost:
$14,500,000

Square Footage:
18,500

Completion Date:
November 2019

Contact:
Mr. Curt Klafta
Battalion Chief (R)
Los Angeles Fire Department
(805) 300-3256
cmklafta@verizon.net

Fire Station 39 is a new 18,500 sf facility built by the City of Los Angeles. The new station was designed to replace the existing facility which was originally built in 1919 and rebuilt in 1939. It was the oldest active station in the city. The 1.2 acre site is located in a predominantly commercial area of the city.

The two-story Station is designed to accommodate 20 fire fighters in a number of group dormitories. Other station features include a 4-bay heavy apparatus room, a 3-bay light apparatus room, administrative offices, kitchen, dining room, physical training room and racquetball court. Site features include secured fire fighter parking, hose tower, and emergency generator.

The station was designed to reflect the Art Deco style of the original facility. Plaster, glass unit masonry, and pre-cast concrete are combined with detailing typical of the period. The project received a LEED Silver certification in keeping with the sustainable goals of the City of Los Angeles.

FIRE STATION 5/LIBRARY
Newport Beach, CA







Project Cost:
$6,389,186

Square Footage:
10,314

Completion Date:
September 2019

Contact:
Mr. Jim Boland
Captain
Newport Beach Fire Department
(714) 915-4896
jboland@nbfd.net

Faced with the need to replace two aging facilities on adjacent sites, the City of Newport Beach opted to combine two distinct building types into a single facility. Known affectionately as "The Fibrary," the project combines Fire Station 5 and the branch library for Corona Del Mar. Located at the edge of a small scale residential area, both the fire station and library were considered essential by members of the community. Through a series of community workshops and informational presentations, we were able to work through the distinct issues that come with a combined facility of this type.

The fire station features a 2-bay, single-deep apparatus room with drive-through capability and individual dormitories for a crew of six. Other areas include administrative offices, kitchen and dining room, exercise room, and the various support spaces required for a facility of this type.

The library portion of the facility includes areas for children, teens, and adults. Both traditional and casual furniture are combined to create an open flow between the different areas. Other areas include a staff work room, storage, and public restrooms. The work of a local artist, Rex Brandt, was incorporated into selected areas of the interior to further combine the different areas.

FIRE STATION 1
Costa Mesa, CA







Project Cost:
$6,867,000

Square Footage:
11,675

Completion Date:
July 2018

Contact:
Tim Vasin
Battalion Chief
Costa Mesa Fire Department
(714) 754-5106
timothy.vasin@costamesaca.gov

Fire Station 1 is a new 11,675 sf facility designed to replace the original station which was built in 1961. The 1.0 acre site is located on the northwest corner of Adams Avenue and Royal Palm Drive. The station is located in a largely commercial corridor but is directly south of a residential portion of the City. The station is designed to accommodate ten fire fighters in an individual dormitory setting. Other station features include a three-bay, double-deep apparatus room, administrative office areas, kitchen, dining room, day room, physical training room, mechanic shop, medical supply storage, and the various support spaces required for a facility of this type. Circulation within the station is organized around an open interior courtyard, intended to maximize daylight opportunities for the internal areas of the station.

Site features include visitor parking, secured fire fighter parking, fuel station, emergency generator, hose tower, and an open patio area. The project also includes a small storage building for emergency supplies.

FIRE STATION 29
Dana Point, California







Project Cost:
$3,230,000

Square Footage:
9,012

Completion Date:
January 2007

Contact:
Mr. Chris DeCoursey
Construction Manager (R)
Orange County Fire Authority
(949) 887-9368
chrisdecoursey59@gmail.com

Fire Station 29 is a new 9,012 sf facility built by the City of Dana Point in coordination with the Orange County Fire Authority. The project is located on a 0.3 acre site in a mixed use area of the City.

The two-story Station is designed to accommodate 9 fire fighters in an individual dormitory setting. Other station features include a 2-bay, double-deep apparatus room, command vehicle truck bay, administrative offices, kitchen, dining room, day room, physical training room, shop and the various support spaces required for a facility of this type. A large second floor patio provides views of the Pacific Ocean. Exterior features include secured fire fighter parking and emergency generator.

The Station was designed in a distinct beach style in keeping with the design goals of the City. Finish materials include cementitious siding and standing seam metal roofing. Metal awnings accent selected windows as well as the building entry. Sloped roof forms are used in conjunction with parapet areas designed to screen mechanical equipment.

References

The following are some specific references for our firm. PBK takes great pride in not only the facilities we help create but the relationships that develop with many County, City, Fire, and Law Enforcement representatives.

ORANGE COUNTY FIRE AUTHORITY

Mr. Steve Chambers, Property Manager (R)
Orange County Fire Authority
Phone: (714) 720-4499
Email: stevechambers1922@gmail.com

Mr. Chris DeCoursey, Construction Mgr. (R)
Orange County Fire Authority
Phone: (949) 887-9368
Email: chrisdecoursey59@gmail.com

SAN MARCOS FIRE DEPARTMENT

Mr. Brett Van Wey, Fire Chief (R)
San Marcos Fire Department
Phone: (760) 594-4700
Email: bkid@msn.com

Mr. Todd Newman, Fire Chief (R)
San Marcos Fire Department
Phone: (760) 594-4704
Email: newman62@aol.com

Mr. Greg Woolf, Division Chief (R)
San Marcos Fire Department
Phone: (760) 594-4705
Email: gwoolf1950@cox.net

CHINO VALLEY FIRE DISTRICT

Mr. Luke Nurre, Fire Fighter (R)
Chino Valley Independent Fire District
Phone: (909) 907-0166
Email: lnurre@charter.net

Mr. Scott Atkinson, Deputy Chief (R)
Chino Valley Fire District
Phone: (909) 816-7682
scottatkinson006@gmail.com

FREMONT FIRE DEPARTMENT

Mr. Mike Avila, Fire Captain (R)
Fremont Fire Department
Phone: (925) 683-1802
Email: mavila1727@yahoo.com

POWAY FIRE DEPARTMENT

Mr. Jon Canavan, Fire Chief (R)
Poway Fire Department
Phone: (858) 735-4925
Email: jmcanavan@cox.net

CITY OF ESCONDIDO

Ms. Joyce Masterson, Asst. City Manager (R)
City of Escondido
Phone: (760) 715-8407
Email: masterson4@cox.net

CITY OF CARLSBAD

Mr. Terry L. Smith, Senior Civil Engineer (R)
City of Carlsbad
Phone: (760) 613-8205
Email: tlsmith60@yahoo.com

CARLSBAD FIRE DEPARTMENT

Mr. Chris Lawrence, Captain (R)
Carlsbad Fire Department
Phone: (760) 415-4679
Email: lairpie@hotmail.com

ONTARIO FIRE DEPARTMENT

Mr. Michael Pelletier, Deputy Chief (R)
Ontario Fire Department
Phone: (909) 229-3333
Email: leykers@msn.com

Mr. Raymond Gayk, Fire Chief
Ontario Fire Department
Phone: (909) 395-2002
Email: rgayk@ci.ontario.ca.us

SAN BERNARDINO COUNTY FIRE

Mr. Terry Welsh, Division Chief (R)
San Bernardino County Fire Department
Phone: (760) 954-7779
Email: tnkwelsh@verizon.net

Mr. Bryant O'Hara, Battalion Chief
San Bernardino County Fire Department
Phone: (909) 387-5974
Email: bohara@sbcfire.org

MURRIETA FIRE & RESCUE

Mr. Mike Lopez, Deputy Fire Chief
Murrieta Fire & Rescue
Phone: (760) 212-2569
Email: mlopez@murrietaca.gov

CITY OF CHINO

Mr. Michael A. Kolling, Project Manager (R)
City of Chino
Phone: (909) 664-6220
Email: kolling5@aol.com

Ms. Carolyn Baltzer, Project Manager
City of Chino
Phone: (909) 627-7577
Email: cbaltzer@cityofchino.org

COUNTY OF RIVERSIDE

Ms. Anna E. Rodriguez, Project Manager
County of Riverside, EDA
Phone: (760) 863-2537
Email: aarodriguez@rivcoeda.org

Ms. Leah Rodriguez, Project Manager
County of Riverside, EDA
Phone: (760) 863-2534
Email: lmrodriguez@rivcoeda.org

NORTH COUNTY FIRE PROTECTION DIST.

Mr. Keith McReynolds, Fire Chief
North County Fire Protection District
Phone: (760) 497-2568
Email: kmcreynolds@ncfire.org

Mr. Steve Marovich, Battalion Commander (R)
North County Fire Protection District
Phone: (760) 497-2215
Email: steven.marovich@gmail.com

CITY OF FONTANA

Ms. Kimberly Young, Senior Civil Engineer
City of Fontana
Phone: (909) 350-7632
Email: kyoung@fontana.org

Mr. Weldon Babino, Project Manager (R)
City of Fontana
Phone: (909) 855-6201
Email: wbabino@ymail.com

LOS ANGELES WORLD AIRPORTS

Mr. Robert Falcon, Chief Airports Engineer
Los Angeles International Airport
Phone: (424) 646-5973
Email: rfalcon@lawa.org

SAN BERNARDINO COUNTY

Mr. Noel Castillo, Public Works Director
Department of Public Works
Phone: (909) 275-5889
Email: noel.castillo@dpw.sbcounty

SANTA MONICA FIRE DEPARTMENT

Mr. Jim Hone, Fire Chief (R)
Santa Monica Fire Department
Phone: (310) 749-3523
Email: jnhone@me.com

DEPARTMENT OF GENERAL SERVICES

Ms. Shelley Whitaker, Program Manager
Department of General Services
Phone: (916) 376-1674
Email: shelley.whitaker@dgs.ca.gov

MANHATTAN BEACH FIRE DEPARTMENT

Mr. Mike Boyd, Battalion Chief (R)
Manhattan Beach Fire Department
Phone: (714) 318-9811
Email: mboyd31@icloud.com

ORANGE CITY FIRE DEPARTMENT

Mr. Robert Stefano, Deputy Chief
Orange City Fire Department
Phone: (949) 533-2049
Email: rstefano@cityoforange.org

Mr. Matt Nelson, Administrative Captain
Orange City Fire Department
Phone: (714) 388-2500
Email: mnelson@cityoforange.org

NEWPORT BEACH FIRE DEPARTMENT

Mr. Jim Boland, Captain
Newport Beach Fire Department
Phone: (714) 915-4896
Email: jboland@nbfd.net

CITY OF NEWPORT BEACH

Mr. Mark Vukojevic, Public Works Director
City of Newport Beach
Phone: (949) 644-3319
Email: mvukojevic@newportbeachca.gov

Mr. Peter Tauscher, Project Engineer
City of Newport Beach
Phone: (949) 644-3316
Email: ptauscher@newportbeachca.gov

COSTA MESA FIRE DEPARTMENT

Mr. Tim Vasin, Battalion Chief
Costa Mesa Fire Department
Phone: (714) 754-5204
Email: timothy.vasin@costamesaca.gov

Mr. Jason Pyle, Division Chief
Costa Mesa Fire Department
Phone: (714) 754-5069
Email: jason.pyle@costamesaca.gov

CITY OF PALM DESERT

Ms. Lucero Leyva, Project Manager
City of Palm Desert
Phone: (760) 346-0611
Email: lleyva@palmdesert.gov

CITY OF COSTA MESA

Mr. Arash Rahimian, Associate Engineer
City of Costa Mesa
Phone: (714) 754-5069
Email: arash.rahimian@costamesaca.gov

ANAHEIM FIRE & RESCUE

Mr. Jeff Alario, Deputy Chief (R)
Anaheim Fire & Rescue
Phone: (714) 240-3419
Email: jalario44@gmail.com

CITY OF LOS ANGELES

Mr. Curt Klafta, Battalion Chief (R)
Los Angeles Fire Department
Phone: (805) 300-3256
Email: cmklafta@verizon.net

CITY OF PASADENA

Mr. Dale Torstenbo, Project Manager (R)
City of Pasadena
Phone: (626) 484-5640
Email: daletorstenbo@gmail.com

CITY OF HESPERIA

Mr. David R. Burkett, Project Manager
City of Hesperia
Phone: (760) 947-1202
Email: dburkett@cityofhesperia.us

INTERWEST GROUP

Mr. Robert Eisenbeisz, Project Manager
Interwest Group
Phone: (909) 496-8171
Email: reisenbeisz@interwestgrp.com

SAN DIEGO FIRE DEPARTMENT

Mr. Kevin Ester, Assistant Fire Chief
San Diego Fire-Rescue Department
Phone: (858) 573-1359
Email: kester@sandiego.gov

CITY OF SAN MARCOS

Mr. Paul Malone, City Manager (R)
City of San Marcos
Phone: (760) 802-2487
Email: paulmalone@gmail.com

MONTEREY PARK FIRE DEPARTMENT

Mr. Matthew Hallock, Fire Chief
Monterey Park Fire Department
Phone: (626) 476-2226
Email: mhallock@montereypark.ca.gov

FOUNTAIN VALLEY FIRE DEPARTMENT

Mr. Ron Cookston, Fire Chief (R)
Fountain Valley Fire Department
Phone: (949) 589-8950
Email: roncookston@gmail.com

HUNTINGTON BEACH FIRE DEPARTMENT

Mr. Scott Haberle, Fire Chief
Huntington Beach Fire Department
Phone: (626) 705-4095
Email: scott.haberle@surfcity-hb.org

MONROVIA FIRE & RESCUE

Mr. Jeremy Sanchez, Fire Chief
Monrovia Fire & Rescue
Phone: (626) 926-4654
Email: jsanchez@ci.monrovia.ca.us

VALLEY COUNTY WATER DISTRICT

Mr. Jose Martinez, General Manager
Valley County Water District
Phone: (909) 973-9553
Email: jmartinez@vcwd.org

USGVM WATER DISTRICT

Mr. Tom Love, General Manager
USGVM Water District
Phone: (626) 443-2297
Email: tom@usgvmwd.org

CITY OF ONTARIO

Mr. Dan Beers, Project Manager
City of Ontario
Phone: (909) 395-2806
Email: dbeers@ontario.gov

BIG BEAR LAKE WATER DISTRICT

Mr. Reggie Lamson, General Manager
City of Big Bear Lake
Phone: (909) 866-5050
Email: rlamson@bbldwp.com

CONTRACTORS

Mr. Nathan Complin, Project Executive
Erickson-Hall Construction Co.
Phone: (760) 801-4284
Email: ncomplin@ericksonhall.com

Mr. Jon Wollam, Construction Manager
RC Construction Services
Phone: (909) 772-2654
Email: jon.wollam@rcconstruction.com

Mr. Bryan Aylor, Director of Construction
TELACU Construction Management
Phone: (714) 541-2390
Email: baylor@telacu.com

NORTH COUNTY FIRE PROTECTION DISTRICT

www.ncfireprotectiondistrict.org

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072

BOARD OF DIRECTORS

RUTH HARRIS
WAYNE HOOPER
KENNETH E. MUNSON
PAUL SCHADEN
KATHLEEN THUNER

WILLIAM R. METCALF - Fire Chief/CEO
wmetcalf@ncfire.org
ROBERT H. JAMES - Counsel
LOREN A. STEPHEN-PORTER - Board Secretary
lstephen@ncfire.org

May 28, 2015

To Whom It May Concern:

In 2010, the North County Fire Protection District embarked upon building a new fire station for the first time in 35 years. As a protection district with limited funds, the fire department depends upon paid professionals to assist in unique projects of this type. One of the key components the fire department identified was selecting a strong architect who would assist us in the entire process. After a thorough review of many firms, the fire department selected WLC Architects and the journey began.

The fire department then began the extremely long process of receiving county approval, which in itself was an enormous feat but with the help of WLC, and a few years later, the construction began. WLC assisted in prequalifying contractors, which helped tremendously in streamlining the time frame. WLC Architects was very professional and possesses all the necessary resources to handle the complicated San Diego County procedures. The fire station plan fulfilled not only all our wants and needs, but also surpassed our expectations.

I took over as the project manager for the last two years of the construction process. WLC Architects designed a station that allowed me to keep us completely on budget. WLC and their consultant team answered any and all questions that came up. My job was quite easy thanks to them. During the walk through process, each member of WLC's team spent countless hours keeping the contractor on track to complete the project according to the specifications.

The one person who stood out over everyone else was Kelley Needham, the project architect. Three things are worth mentioning about Kelley. First of all, Kelley is not only a professional but also a true advocate for the fire department. Kelley was the one person I could count on for advice and most uniquely, he was available 24/7. He took the time as if it was his own station! Second, Kelley's knowledge, skills, and abilities are unmatched. Kelley assisted me throughout the process and knew every aspect of the project. Last, but definitely not least, is Kelley's attention to detail. Every meeting was thoroughly documented. This information proved invaluable as the project was closed out with the contractor. Kelley's attention to detail throughout the final walk through was extremely valuable.

The overall process to construct North County Fire Protection District's Station No. 5 took over 5 years. It was a long process with San Diego County and was very labor intensive. The true silver lining in the process was WLC Architects, Kelley Needham, and all the consultants who made the construction of our fire station a complete success. For all these reasons, I highly recommend their services for your future needs. Please feel free to contact me with any questions.

Regards,

Steven Marovich

CITY OF POWAY

STEVE VAUS, Mayor
DAVE GROSCH, Deputy Mayor
JIM CUNNINGHAM, Councilmember
BARRY LEONARD, Councilmember
JOHN MULLIN, Councilmember

July 22, 2015

To Whom It May Concern:

Over the years, I have worked with Kelley Needham and the WLC Architects' studio team on the design of three fire-related projects including one fire station and two fire training tower facilities. The most rewarding of these projects was leading the development of the City of Poway's Fire Training Tower project from design through construction. The $3.6M project presented several challenges and opportunities for the City of Poway Fire Department and which required an architectural firm that was experienced, open-minded, responsive and team-centric. WLC Architects exceeded each of these requirements resulting in a state-of-the-art facility that met the Fire Department's needs, the City's vision, and the community's wishes, all the while staying within program boundaries and capacities.

Design, construction, financing and the purpose of publicly-funded facilities are increasingly evaluated by elected officials and their constituents to determine need and priority. WLC Architects understood this when selected by the City of Poway to design a new, replacement fire training tower facility that met today's firefighter training needs, using public funding. Most importantly, they delivered on an opportunity to invest in a community with a purpose-focused, environmentally conscious, sustainable infrastructure.

Kelley and his talented team are a pleasure to work with. They are quick to respond and research, pay close attention to details and demonstrate the unique ability to balance client desire with incredible design and creativity. Throughout the process, their team ensured that our team had all the information necessary to make critical project decisions from design through construction.

Kelley Needham and the WLC Architects studio team should be at the top of every client's list.

Sincerely,

Jon Canavan
Division Chief
Department of Safety Services

City Hall Located at 13325 Civic Center Drive
Mailing Address: P.O. Box 789, Poway, California 92074-0789
www.poway.org

April 1, 2014

Kelley Needham
WLC Architects
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730

RE: Letter of Reference

To Whom It May Concern:

WLC Architects has provided architectural and construction administrative services to the City of San Marcos for a variety of projects over the past 16 years. During this time, WLC was retained for the design of three fire stations, one sheriff's facility, a police station, and a regional emergency services training facility. Our most recent project with them, Fire Station 4, received a LEED rating of Gold, which was directly attributed to WLC Architects' vast experience and knowledge in building design and LEED planning. All of the above projects were delivered at or under budget and with minimal change orders.

Mr. Needham and his staff are extremely professional, have outstanding customer service, and provide a product and service of the highest quality. They are very adept at managing complex projects and have extensive resources at their disposal to get a project completed successfully. Having worked with various architects over the years, I believe WLC is sensitive to the needs and desires of their client while at the same time providing sound direction to assure a successful project.

I highly recommend WLC Architects for any agency's architectural needs. If you should have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Todd Newman
Fire Chief

1 Civic Center Drive | San Marcos, CA 92069-2918 | (760) 744-1050 | (760) 744-5213 Fax | www.san-marcos.net

DENNIS R. YATES
Mayor

EUNICE M. ULLOA
Mayor Pro Tem

CITY of CHINO

GLENN DUNCAN
EARL C. ELROD
TOM HAUGHEY
Council Members

MATTHEW C. BALLANTYNE
City Manager

July 9, 2015

Subject: Letter of Recommendation – WLC Architects – Fire Facility Development

To Whom It May Concern,

Over the years, WLC Architects have completed a wide range of fire facility development projects for the City of Chino and the Chino Valley Fire District. The projects range from master plan designs for proposed facilities to the upgrading of existing facilities, as well as the development of new fire facilities for the City's Fire District. Within the last ten years, WLC Architects have completed the design and construction of Chino Valley Fire District's Fire Station No. 61, including a new Training Center and Drill Tower, Fire Station No. 63, and Fire Station No. 67. The facilities were designed to fit into the surrounding community, meet LEED Silver Certification design standards, reduce energy costs, and minimize Fire District operation and maintenance costs. The completed facilities have received numerous design awards and have been very well received by the Fire District staff, as well as the community.

Any design firm is only as good as the competency of their staff. As a Principal in the firm, Kelley Needham has personally managed each project, ensuring the highest level of customer service is provided to the City. Kelley and his staff's attention to detail has resulted in every project being completed within the project timeframe, and always well within budget. Regardless of the size and/or complexity of the project, WLC has always provided exceptionally competent staff to develop and manage every aspect of the project. WLC's attention to every aspect of the project development and customer service has been demonstrated repeatedly over the years, and is greatly appreciated.

In summary, I would not hesitate in recommending WLC Architects for any type of fire facility related project, and look forward to the opportunity to continue to work with WLC Architects on future projects.

Sincerely,

Michael A. Kolling
Capital Projects Manager, RLA
City of Chino
Public Works Engineering Department

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

ORANGE COUNTY FIRE AUTHORITY
P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602
Jeff Bowman, Fire Chief **(714) 573-6000** **www.ocfa.org**

August 20, 2015

WLC Architects
8163 Rochester Avenue
Suite 100
Rancho Cucamonga, CA 91730
Attn: Kelley Needham

Re: Orange County Fire Station 56, Sendero Ranch

Dear Kelly:

This letter is sent to express my sincere appreciation for the effort and results provided by your team in the design and construction of Orange County Fire Station 56, Sendero Ranch. The station is beautiful. You captured the design motif of the Sendero Master Plan Community perfectly. You captured all of the elements important for a safe, functional, durable facility. It is clear that you and your firm have an appreciation for the many nuance elements of fire station design that can only be mastered by extensive experience. WLC is clearly a master of the "niche" market of fire station design. That the station was designed and constructed on time and within budget is a credit to the quality of your work. It is the finest station were have built to date. It was a pleasure working with your team and I especially appreciate the central role you as a Principal took in our project from project award through the grand opening. Please feel free to offer me as a reference should the opportunity arise. Thank you and I hope we have an opportunity to combines in future projects.

Sincerely,

Steve Chambers
Property Manager
Orange County Fire Authority

USC University of Southern California

CAPITAL CONSTRUCTION DEVELOPMENT

August 6, 2015

Re: Letter of Recommendation
WLC Architects, Inc.

In the fall of 2011, the University of Southern California found itself in the unusual position of having to build a replacement for Fire Station 15 in the City of Los Angeles. After receiving recommendations from various agencies, including both the City of Los Angeles and the Los Angeles Fire Department, we retained WLC Architects. The project was extremely complex. In addition to our own design requirements, the requirements of the various city agencies, as well as those of the fire department, had to be constantly addressed and incorporated. To make matters worse, the project had a shortened timeframe, and the schedule of a much larger university project depended heavily on the completion of the station. WLC's knowledge, experience, and ability to manage multiple client interests were instrumental in making the project successful. They were always responsive and never lost sight of the best interests of the project and the University. They are a unique combination of professionalism and common sense.

In summary, I would not hesitate to recommend WLC Architects and I look forward to the opportunity to work with them in the future.

Sincerely,

JOE McINTYRE
Program Director Capital Construction Development
University of Southern California

University of Southern California
3434 South Grand Avenue, CDF, Los Angeles, CA 90089-3162 • Tel: 213 740 1638 • Fax: 213 740 7411

BOARD OF FIRE COMMISSIONERS

GENETHIA HUDLEY-HAYES
PRESIDENT

CASIMIRO U. TOLENTINO
VICE PRESIDENT

DIANA M. BONTÁ
ANDREW FRIEDMAN
JILL FURILLO

LETICIA GOMEZ
EXECUTIVE ASSISTANT I

CITY OF LOS ANGELES

CALIFORNIA

ANTONIO R. VILLARAIGOSA
MAYOR

FIRE DEPARTMENT

BRIAN L. CUMMINGS
FIRE CHIEF

200 NORTH MAIN STREET
LOS ANGELES, CA 90012

(213) 978-3800
FAX: (213) 978-3815

http://www.lafd.org

March 5, 2012

To Whom It May Concern:

In 2000, the citizens of the City of Los Angeles approved a public bond, Proposition F, for the replacement of fire stations that were no longer serviceable. The target goal was to construct 20 replacement stations during a specified time period.

The Los Angeles Fire Department, in conjunction with the Department of Public Works/Bureau of Engineering, engaged the services of WLC Architects to design Fire Stations Nos. 81 and 89, and has selected WLC Architects to design Fire Stations No. 7 and 39. The Los Angeles Fire Department is pleased with the work performed by WLC Architects on the first two projects and is expecting great things on the next two and all future projects.

It is also important to note that Fire Station Nos. 81 and 89 have all been LEED® certified. The Fire Department, the City, and its residents will benefit from operational cost savings for years to come due to WLC's commitment to energy efficiency through design.

Please feel free to contact my office if there are any questions or if additional information is required.

Very truly yours,

W. Patrick Valenzuela, Captain II
Fire Facilities Fire Bond Project

Curt M. Klafta, Battalion Chief
Fire Facilities Fire Bond Project



FIRE STATION 11
FREMONT, CA

Agreement

PBK takes no exception to the design services agreement and will be able to meet all insurance requirements required by the City.



FIRE STATION 73
FONTANA, CA

Addenda

We acknowledge receipt of the following addenda:

Addendum 1 - December 11, 2023



VALLEY RECRUIT TRAINING CENTER
LOS ANGELES, CA

Required Forms

Attachment A

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Managing Partner of PBK Architects, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/11/2023 [date], at Rancho Cucamonga [city], CA [state]."

Firm PBK Architects, Inc.

Street 8163 Rochester Avenue

City Rancho Cucamonga State CA Zip 91730

KELLEY NEEDHAM
(Signature)

Kelley Needham, Managing Partner
(Print Name & Title)

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: PBK Architects, Inc.

By: Kelley Needham

Title: Managing Partner

Date: 12/11/2023

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: CivTEC

By: Thomas Edward Carcelli

Title: Principal

Date: 12/11/2023

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: Miyamoto

By: Richard Byrd

Title: Principal

Date: 12/11/2023

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: Pocock Design Solutions

By: Tim Pocock

Title: Principal

Date: 12/11/2023

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: A&F Engineering Engineering Group

By: Rolando E. Sotelo

Title: Principal

Date: 12/11/2023

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: Cornerstone Studios

By: Don Wilson

Title: Principal

Date: 12/11/2023

Attachment C

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50,** in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: Leighton Consulting

By: Jason D. Hertzberg

Title: Principal

Date: 12/11/2023



WHY PBK?

"PBK was a fantastic firm to work with. They listened to every word I had to say and delivered the perfect design on the first try - which was exactly what I was looking for."

Curt Klafta, Battalion Chief
Los Angeles Fire Department

RANCHO CUCAMONGA
8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

BERKELEY
2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

ANAHEIM
2400 E Katella Ave, Suite 950
Anaheim, CA 92806
949.548.5000

FOLSOM
1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

SAN DIEGO
12520 High Bluff Drive, Suite 250
San Diego, CA 92130
619.695.0400

FRESNO
7790 North Palm Avenue, Suite 300
Fresno, CA 93711
559.448.8400

SAN LUIS OBISPO
1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

BAKERSFIELD
4900 California Ave, Suite 130-A
Bakersfield, CA 93309
661.509.2099

LOS ANGELES
360 E 2nd Street, Suite 705
Los Angeles, CA 90012
323.800.3330

PBK

EXHIBIT B

FEE SCHEDULE

April 18, 2024 **VIA: Courier**

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

Re: Fee Proposal – West Covina Fire Station 1

Dear Ms. Morales:

On behalf of PBK, we want to express how much we genuinely appreciate the opportunity to submit a fee proposal for Architectural and Engineering Services for the new West Covina Fire Station 1 for the City of West Covina.

PBK proposes to deliver basic comprehensive services to facilitate design through closeout of these projects based on the scope of services as outlined herein. It is truly our intent to become an extension of your staff and create a seamless partnership in facilitating all services as proposed on this important project.

I. SCOPE OF BASIC WORK:

As we understand, the City of West Covina is looking to add a new 9,500 SF Fire Station at a site yet to be determined. The programs for the subject new fire station will be referenced per the original RFP.

II. SCOPE OF SERVICES:

The Services to be performed by PBK will be executed as follows:

- Architectural
- Structural
- Electrical
- Mechanical
- Plumbing
- Landscape
- Civil

III. ASSUMPTIONS & EXCLUSIONS:

The following is a list of items which are excluded from our scope of services or are not anticipated to be required. However, these services can be included, if requested, or once additional information is known:

1. Plan Check/Permit Fees.
2. Professionally Constructed Building Models.
3. Energy Modeling.
4. Conformed Documents.
5. Shoring Design.
6. Arborist/Biologist Reports.
7. Construction Surveying/Staking.
8. Cone Penetration Testing.
9. QSP services during construction.
10. QSD services during construction.
11. Radius maps, mailing lists and public hearing signage.
12. Traffic control plans.
13. County, State, Title Company and Utility purveyor Fees.
14. Soil Management or Agronomy Reports.
15. Services related to an Underground Parking Structure.
16. Boundary survey setting any new, or finding existing, property corner survey monuments.
17. Preparation of a Record of Survey map or corner record as required by the City or County.
18. Services related to the undergrounding of overhead utility lines, or the relocation/replacement of poles.
19. Our fee assumes that utilities are available at the project site. Plans required to provide adequate utility (including fire lines) or storm drain infrastructure to a point in front of this project site would not be considered within our scope of work.
20. Foundation System: Our fee assumes typical spread footings in average soil conditions. Any other type of foundation system required as a result of poor soil conditions would not be considered within our scope of work.
21. Traffic Signalization.
22. LEED™ Certification.
23. Grading certifications during construction.
24. Legal descriptions.
25. Separate street lighting plan.

IV. COMPENSATION:

A. **Basic Services Fee:** Compensation for Basic Services on this project shall be based on a Fixed fee with an assumed Construction Budget of $8,500,000.00. The total A/E fee for this project is **Six Hundred Thirty Seven Thousand and Five Hundred Dollars ($637,500)**

PBK

The fee breakdown by Phase shall be as follows:

• Schematic Design	10%	$63,750.00
• Design Development	15%	$95,625.00
• Construction Documents	40%	$255,000.00
• Agency Review and Approval	5%	$31,875.00
• Bidding / Award	5%	$31,875.00
• Construction Admin	25%	$159,375.00
	Total:	**$637,500.00**

B. **Project Specific Fee:** The following items are unique to each project and not typically found in the basic scope of architectural services. Based on our experience and interpretation of the information available, we believe the following services will also be required:

Topographical Surveys	$ 14,000.00
Geotechnical Investigations	16,000.00
Water Quality Management Plan	6,000.00
Hydrology Report	1,000.00
Off-Site Street Improvements	7,000.00
Storm Water Pollution Prevention Plan	3,000.00
Commissioning	20,000.00
Environmental Planning (CEQA)	85,000.00*

* The environmental planning is based on preparation of an initial study and an assumed mitigated negative declaration.

C. Total Fee

The following is the total of all fees along with an allowance for reimbursables:

Basic Architectural Fees	$ 637,500.00
Project Specific Fees	152,000.00
Reimbursable Allowance	10,000.00
Total Fee	**$799,500.00**

V. Schedule / Timeline

As discussed during the interview, project schedule and timeline will be reviewed at a future meeting to the awarded firm once the selection process is completed.

VI. ADDITIONAL SERVICES:

If additional work is required beyond what is noted above, PBK will provide services for these scope of work items under a separate proposal per the attached Hourly Rate Schedule (Attachment 'A'). No additional services will be performed without receiving written permission from the city.

VII. REIMBURSABLE EXPENSES:

Items required or requested by the City, Fire Department, or approving agency will be invoiced as reimbursable without markup on monthly intervals. Reimbursables generally include the following:

1. Bulk paper copy.
2. Printing/Mylars.
3. Express or overnight mail/courier service.

The City will not incur any cost for travel, travel time, phone calls, faxes or incidental printing or copying.

Our sincere thanks to the City of West Covina for considering our firm for this project. We look forward to the opportunity of working with you and your team. Please do not hesitate to call at any time if you should have any questions or need additional information. You can reach me at (909) 921-5987

Sincerely,

Bruce Ou
Principal in Charge, PBK

Approved by:

Paulina Morales
Acting City Manager, City of West Covina

cc: *Stephanie Quintero, PBK*

File: 1A

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF UPDATE TO MASTER FEE SCHEDULE**

RECOMMENDATION:

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

RESOLUTION NO. 2024-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A REVISED MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY OF WEST COVINA

BACKGROUND:

The City updated its Master Fee Schedule in December 2024 by Resolution No. 2023-92. This was following a comprehensive municipal fee study. The current Master Fee Schedule may be found on the City's website at: https://www.westcovina.org/departments/finance/budget-finance-reports/fee-schedule.

DISCUSSION:

During the last comprehensive update, existing parking and Animal License and Control fees were erroneously omitted. The proposed resolution includes an updated Fee Schedule that includes the Animal Control/License rates below. No changes are being proposed to the existing fees.

Service	Fee
Animal Control/License	
DOG LICENSE	
Unaltered dog (per year)	60.00
Altered dog (per year)	22.00
Senior/disabled rate (altered dog) (per year)	10.00
60 years of age or older, with a spayed or neutered pet. One discount per home.	
Late Fee - senior citizen/disabled (per license) - Half of one year license (In addition to license itself)	
Late Fee - all others (per license) - Equal to one year license (In addition to license itself)	
CAT LICENSE	
Unaltered cat (per year)	10.00
Altered cat (per year)	5.00
Late fee (per license) (In addition to license itself)	20.00

Civic Center Parking Fees	
Park and Ride (all day)	1.00
Hourly - per hour (Maximum $5.00)	1.00

LEGAL REVIEW:

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

Prepared by: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No. 1 - Resolution No. 2024-50

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Expand Economic Development Opportunities
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2024-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A REVISED MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY OF WEST COVINA

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

WHEREAS, the City Council of the City of West Covina adopted Ordinance No. 1939 on August 16, 1994, codified at Article IX (Fee and Service Charge Revenue/Cost Comparison System) of Chapter 2 (Administration) of the West Covina Municipal Code, establishing the City's policy as to the recovery of costs for providing City services and establishing a mechanism for ensuring that the fees adopted by the City do not exceed the reasonable estimated cost of providing the services for which the fees are charged; and

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement rates, fees, and charges for municipal services; provided, however, that such rates, fees, and/or charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City Council has established various rates, fees, and charges for services provided for by the City; and

WHEREAS, in November 2021, the City contracted with Revenue & Cost Specialists, LLC ("RCS") to perform a comprehensive municipal fee study; and

WHEREAS, on August 15, 2023, the City Council received the Cost of Services Study prepared by RCS; and

WHEREAS, the Cost of Services Study was posted on the City's website and made available for public inspection; and

WHEREAS, the City held community workshops regarding the fee schedule updates on August 28, 2023 and September 6, 2023; and

WHEREAS, in accordance with California Government Code sections 66016 and 66018, on December 5, 2023, the City Council held a duly noticed public hearing regarding the proposed rates, fees and charges; and

WHEREAS, following the public hearing, the City Council adopted a comprehensive Master Fee Schedule through the adoption of Resolution No. 2023-92; and

WHEREAS, the City Council desires to revise the Master Fee Schedule to set forth the rates, fees and charges for animal licensing and parking at the Civic Center; and

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

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

SECTION 1. RECITALS. The City Council hereby finds and determines that the above recitals are true and correct.

SECTION 2. REASONABLE COST FINDING. The City Council hereby finds and determines that based upon the data, information, analysis, and oral and written documentation presented to the City Council concerning the rates, fees, and charges described in Exhibit "A," attached hereto and incorporated herein, the rates, fees, and charges set forth in Exhibit "A" do not exceed the established reasonable cost of providing the service for which the rates, fees, or charges are levied.

SECTION 3. FEE ADOPTION. The City Council hereby adopts the revised Master Fee Schedule attached hereto as Exhibit "A." The rates, fees, and charges set forth in Exhibit "A" are hereby approved as the rates, fees, and charges for the services identified for each such rate, fee, and/or charge. Such rates, fees, and charges shall be collected by the City's Finance Department when services are provided by the City or its designated contractors. The Finance Director is authorized to make any clarifying or clerical changes to the Master Fee Schedule as deemed necessary by the Finance Director. The revised Master Fee Schedule attached hereto as Exhibit "A" shall supersede and replace the Master Fee Schedule adopted on December 5, 2023.

SECTION 4. SEPARATE FEE FOR EACH PURPOSE. All fees set by this resolution are for each identified process. Where fees are indicated on a per unit of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 5. ADDITIONAL FEES. Additional fees shall be required for each additional process or service that is requested or required, including when the requestor's delay increases costs, or if the original fee charged was too low in error.

SECTION 6. REFUNDS. Unless otherwise provided in the West Covina Municipal Code or state law, in the event the person requesting the service withdraws his/her/its application or otherwise terminates the request for service before completion of the provision of the service, or if an error is made in calculating the fee, the City shall determine if any refund is owing, based on whether all costs reasonably borne have been incurred or committed, as well as the cost of refunding the fee. An amount not spent or committed shall be refunded, minus the administrative cost of processing the refund. Any extra amount charged in error shall be refunded without deduction. Notwithstanding the foregoing, refund amounts of twenty dollars ($20.00) or less shall be refunded only upon

written request of the fee payor.

SECTION 7. ANNUAL ADJUSTMENT OF FEES. With the exception of business license fees, which are increased in accordance with Ordinance No. 1442, and fees established by the State of California, the fees, rates, and charges set forth in the Master Fee Schedule may be adjusted on January 1 of each year by an escalation factor equal to changes in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area ("CPI-U"), published by the U.S. Department of Labor, Bureau of Labor Statistics, which shall be calculated each September using the June index. Such annual adjustment may be approved by the City Manager and shall be incorporated into Master Fee Schedule. In no event shall an increase in any rate, fee, or charge exceed the reasonable cost of providing the service for which such rate, fee, or charge is identified.

SECTION 8. STATE FEES. To the extent a fee or charge set forth in the Master Fee Schedule is established by the State of California, the Finance Director is authorized to adjust such fee or charge for consistency with any changes made to such fee or charge by the State of California.

SECTION 9. INTERPRETATION OF RESOLUTION AND FEE SCHEDULE. Administrative interpretations of this resolution and the Master Fee Schedule, including but not limited to provisions for waiver and appeal, shall be determined by the City Manager as set forth in West Covina Municipal Code section 2-407.

SECTION 10. EFFECTIVE DATE. The rates, fees and charges adopted by this resolution shall take effect on July 17, 2024.

SECTION 11. CERTIFICATION. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions.

APPROVED AND ADOPTED this 16th day of July, 2024.

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-50 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MASTER FEE SCHEDULE

Service	Fee
Planning	
Additional Planning Application Review (per hour with a minimum of one hour)	$87.00
Administrative Review	$565.00
Administrative Use Permit	
Residential -- No Construction*	$640.00
Residential -- Construction*	$1,290.00
Commercial*	$1,375.00
*Additional fee plus actual cost of Attorney fees if a public hearing is required and/or requested charged against an initial deposit as determined by the Director.	$3,065.00
Adult Oriented Business	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Amendment to Conditions of Approval	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Annexation/Deannexation Processing	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Appeal to Planning Commission/ City Council	
Hearing Item - plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$3,065.00
Non-Hearing Item - plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$2,565.00
Appeal of Revocation Hearing Plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$4,205.00
Art In Public Places	$1,260.00
Code Amendment Plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$7,720.00
Code, Covenants, & Restrictions (CC&R) Review Plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$130.00
Conditional Use Permit	
Commercial - plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$5,555.00
Residential - plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$4,750.00
*Fee includes one (1) public hearing. Additional public hearings will be charged the Fully Allocated Hourly Rate of Staff against an initial deposit determined by the Director.	
Covenant Preparation	$210.00

Service	Fee
Planning	
Design Review	
Addition of Floor Area (Subcommittee Review)	$580.00
Non-Floor Area Revisions (Staff Approved)	$85.00
Development Agreement	$3,175.00
Plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	
Film Permit*	
Application Fee (All)	$950.00
Additional fee, if a public hearing is required and/or requested plus actual cost of Attorney fees charged against an initial deposit as determined by the Director.	$3,065.00
Film (Photography/Motion Picture) Permit - Fully Allocated Hourly Rate of staff.	
Film (Major Production) Permit - Fully Allocated Hourly Rate of staff. Security and cleaning deposit as determined by the Director.	
*For each type of permit - normally, one police officer will be required on site at the Fully Allocated Hourly Rate of the officer.	
General Plan Amendment	$13,215.00
Plus actual cost of Attorney fees charged against an initial deposit as determined by the Director.	
The base fee includes the first 65 hours of the Planning Manager.	
Hourly rate of additional hours charged against an initial deposit as determined by the Director.	$150.00
General Plan Update Surcharge	17.70%
Percent of the Building permit fee for all projects that require a zoning clearance with the exception of solar which is excluded by State Law	
Historic Property Certificate of Appropriateness	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Commercial Landscape / Irrigation Plan Check and Inspection	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Residential Landscape / Irrigation Plan Check and Inspection	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Massage Technician Review	
Fully Allocated Hourly Rate of staff plus actual cost of Attorney fees and consultant fees charged against an initial deposit determined by the Director.	
Model Home Marketing Complex	$1,805.00
Multiple Applications	
Full cost for the most expensive application plus 50% of the fee for each additional application processed at the same time for the same project.	

Service	Fee
Planning	
Precise Plan of Design-Administrative Review	
Base Fee:	
10 or less Units	$11,245.00
11 to 20 Units	$14,010.00
$15,855 - more than 20 units	$15,855.00
Plus actual cost of Attorney fees and/or City Architect charged against an initial deposit as determined by the Director.	
Additional hours of the Planning Manager and Project Planner will be charged the Fully Allocated Hourly Rate of Staff against an initial deposit determined by the Director.	
Precise Plan of Design-Planning Commission	$21,430.00
Plus actual cost of Attorney fees and/or City Architect charged against an initial deposit as determined by the Director. Fee includes one (1) public hearing and the first 80 hours of the Project Planner & 30 hours of the Planning Manager.	
Additional public hearings and hours of the Planning Manager and Project Planner will be charged the Fully Allocated Hourly Rate of Staff against an initial deposit determined by the Director.	
Planning Dept. Plan Review Surchge	
Percent of the building valuation	0.238%
Minimum	$40.00
Preliminary Review Meeting	$3,305.00
Prospective Homeowner Awareness Package (PHAP) Review	$790.00
Public Right-of-Way Banner	
Planning Review of each banner. Installation and removal are charged for separately by Public Works.	$280.00
Reasonable Accommodation Processing	$960.00
Second Unit Review	
New construction and/or new floor area addition	$960.00
Existing structure conversion	$615.00
Site Plan Review-Minor	
Minor other	$1,545.00
Fence/Wall/Color	$515.00
Sign Review	
Sign Administrative Review - per sign	$555.00
Sign Permit Clearance - per sign	$65.00
Sign Criteria Review	$1,375.00
Slight Modification	$1,660.00
Plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	
Minor Modification	$460.00
Special Event Review	
Permit	$495.00
Special Event Banner, for all banners submitted at the same time	$135.00

Service	Fee
Planning	
Special Exception Review (Downtown Plan)	$610.00
Temporary Use Permit Review Fee waived for City Sponsored/Partnered Events when application of City sponsorship is submitted by March of the Fiscal year prior to the event date. Fee waived for the first event of any calendar year organized by a 501c3 nonprofit. After the first event, fee reduced to 3 hours of staff time (0.5 planning assistant and 2.5 Fire protection specialist) for every event thereafter.	$535.00
Tentative Parcel Map Processing Plus actual cost of Attorney fees charged against an initial deposit determined by the Director. Fee includes one (1) public hearing. Additional public hearings will be charged the Fully Allocated Hourly Rate of Staff against an initial deposit determined by the Director.	$6,315.00
Tentative Tract Map Processing Plus actual cost of Attorney fees charged against an initial deposit determined by the Director. Fee includes one (1) public hearing. Additional public hearings will be charged the Fully Allocated Hourly Rate of Staff against an initial deposit determined by the Director.	$12,150.00
Time Extension	
Planning Commission Public Hearing Item	$1,050.00
Miscellaneous Permits / Requests	$780.00
Tree Removal - Private Property	
Permit - for the 1st tree	$255.00
Each additional tree	$20.00
Variance Review Plus actual cost of Attorney fees charged against an initial deposit as determined by the Director. Fee includes one (1) public hearing and the first 60 hours of the Project Planner & 25 hours of the Planning Manager. Additional public hearings and hours of the Planning Manager and Project Planner will be charged the Fully Allocated Hourly Rate of Staff against an initial deposit determined by the Director.	$12,315.00
Zone Change Plus actual cost of Attorney fees charged against an initial deposit determined by the Director.	$9,835.00
Zoning Verification Letter	$475.00

Service	Fee
Engineering	
Plan Check-Street & On-Site Improvements	
Based on Estimated Construction Cost excluding rough grading:	
$0 to $ 5,000 - Minimum	$2,921.00
$5,001 to $10,000	$2,921.00
Plus percent of the Cost over $5,000	29.43%
$10,001 to $100,000	$4,392.00
Plus percent of the Cost	15.10%
Plan Check-Storm Drainage, Sewer Mains and Laterals	
Based on Estimated Construction Cost excluding rough grading:	
$0 to $10,000 - Minimum	$4,426.00
$10,001 to $50,000	$4,426.00
Plus percent of the Cost over $10k	3.29%
Greater than $50,000	$5,742.00
Plus percent of the Cost over $50k	10.52%
Plan Check-Walls: Retaining+Over Height	
Fee based on Estimated Construction Cost:	
$0 to $ 5,000 - Minimum	$2,697.00
$5,001 to $20,000	$2,697.00
Plus percent of the Cost over $5,000	8.77%
$20,001 to $100,000	$4,012.00
Plus percent of the Cost over $20,000	12.60%
Greater than $100,000	$14,092.00
Plus percent of the Cost over $100,000	4.09%
Plan Check-Grading For Subdivision Project	
Fee based on Grading Volume in Cubic Yards (CY) = Total Cut + Fill + Over Excavation: OFT= "or fraction thereof"	
1 to 10,000 CY - Minimum	$13,332.00
10,001 to 100k CY	$13,332.00
Plus rate per 100 CY OFT over 10k CY	$19.48
100,001 to 500k CY	$30,864.00
Plus rate per 1K CY OFT over 100k CY	$65.74
500,001 to 1M CY	$57,160.00
Plus rate per 1K CY OFT over 500k CY	$35.06
Greater than 1M CY	$74,690.00
Plus rate per 1K CY OFT over 1M CY	$25.52

Service	Fee
Engineering	
Plan Check-Grading: Non-Subdivision Project	
Fee based on Grading Volume in Cubic Yards (CY) =	
Total Cut + Fill + Over Excavation: OFT= "or fraction thereof"	
1 to 50 CY	$725.00
51 to 100 CY	$725.00
Plus rate per CY OFT over 50 CY	$14.50
101 to 1,000 CY	$1,450.00
Plus rate per 100 CY OFT over 100 CY	$258.00
1,001 to 10,000 CY	$3,772.00
Plus rate per 100 CY OFT over 1,000 CY	$40.00
10,001 to 100,000 CY	$7,372.00
Plus rate per 1K CY OFT over 10,000 CY	$120.00
100,001 to 200,000 CY	$18,172.00
Plus rate per 1K CY OFT over 100,000 CY	$88.00
Plan Revision Checking/As Build Review, per hour	$220.00
Inspection-Street & On-Site Improvements	
Permit issuance fee	$35.00
Fee based on Estimated Construction Cost	
$0 to $1,625 - Minimum	$1,226.00
$1,625 to $20,000	$1,226.00
Plus percent of the Cost over $1,625	13.43%
Greater than $20,000	$3,694.00
Plus percent of the Cost over $20,000	15.55%
Inspection-Storm Drainage System, Sewer Mains or the installation of Sewer Laterals	
Permit issuance fee	$135.00
Fee based on Estimated Construction Cost	
$0 to $2,000 - Minimum	$913.00
$2,000 to $100,000	$913.00
Plus percent of the Cost over $2,001	7.28%
Greater than $100,000	$8,047.00
Plus percent of the Cost over $100,000	7.78%
Inspection-Bridges & Culverts	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Insp-Walls: Retaining/Over Height	
Permit issuance fee	$135.00
Fee based on Estimated Construction Cost:	
$0 to $1,625 - Minimum	$913.00
$1,625 to $20,000	$913.00
Plus percent of the Cost over $1,626	13.43%
Greater than $20,000	$3,381.00
Plus percent of the Cost over $20,000	15.55%

Service	Fee
Engineering	
Inspection-Grading	
Permit issuance fee	$135.00
Fee based on Grading Volume in Cubic Yards (CY) = Total Cut + Fill + Over Excavation:	
1 to 100 CY - Minimum	$1,048.00
101 to 1,000 CY	$1,048.00
Plus rate per CY over 100 CY	$2.59
1,001 to 10,000 CY	$3,379.00
Plus rate per 100CY over 1,000 CY	$25.92
10,001 to 100,000 CY	$5,712.00
Plus rate per 100 CY over 10,000 CY	$11.23
Greater than 100,000 CY	$15,819.00
Plus rate per 100 CY over 100k CY	$7.91
Inspection-Curb/Gutter/Sidewalk	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
Fee based on Lineal Feet (LF):	
1 to 50 LF - Minimum	$390.00
50 to 250 LF	$390.00
Plus rate per LF in excess of 50 LF	$5.83
250 to 500LF	$1,556.00
Plus rate per LF in excess of 250LF	$1.62
501LF and over	$2,334.00
Plus the lesser of rate per LF or actual cost	$1.62
Inspection-Driveway Approach	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
Residential Driveway Approach	$670.00
Commercial Driveway Approach	$915.00
Inspection-Curb Drain	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
4" Core Drill or Box Culvert	$195.00
Inspection-Asphaltic Concrete (A.C.) or Portland Cement Concrete (P.C.C.)	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
Paving 500 sq.ft or less	$1,360.00
Greater than 500 sq.ft - Actual Cost	
Inspection-Excavation	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
Joint trench excavation permits for each dry utility	$780.00
Road Closure (construction or excavation work)	$780.00

Service	Fee
Engineering	
Inspection-New Tree Well Construction	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
Each well diameter 8" or less, and depth of 50' or less	$585.00
Well diameter greater than 8" or depth greater than 50'	$780.00
Inspection-Sewer Construction By Owner	
Permit issuance fee	$135.00
Pre-Inspection fee for each site visit	$330.00
Each inspection	$780.00
Inspection-Sewer Connection or an Additional House Sewer Connection	
Permit issuance fee	$270.00
Pre-Inspection fee for each site visit	$330.00
Inspection - Minimum, Up to $1,000 valuation	$195.00
Plus rate for each additional $500 or fraction thereof in valuation	$195.00
Inspection-Sewer Saddle	
Permit issuance fee	$270.00
Pre-Inspection fee for each site visit	$330.00
Each sewer saddle (no excavation/backfill/resurfacing)	$390.00
Inspection-Backfill Cesspl/Septic Tank	
Permit issuance fee	$270.00
Pre-Inspection fee for each site visit	$330.00
All other work: Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Inspection-Sewer Line over 100 FT as Connection or Add to Private Sewer System	
Permit issuance fee	$270.00
Pre-Inspection fee for each site visit	$330.00
Based on Project Cost Estimation:	
$0 to $5,000 - Minimum Fee	$2,720.00
Greater than $5,000	$2,720.00
Plus percent of the project cost in excess of $5,000	9.10%
Inspection-Capping Sewer Connection	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Inspection-Water Wells	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Inspection-Street Tree Installation	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	

Service	Fee
Engineering	
Inspect-Street Obstruction/Encroachment	
Permit issuance fee	$135.00
Inspect Lane Closure Detour	$390.00
Inspect Awnings per Address	$390.00
Inspect temporary storage of construction material	$390.00
Inspect Crane Operations	$585.00
Inspect Filming Permits - Road	$585.00
Inspection-Dye Test	
Permit issuance fee	$135.00
Each Dye Test	$330.00
Inspection-Industrial Waste	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Inspection-Residential Parking Restriction-Lift/Add	
Processing Each Restricted/Residential Parking Area	$1,795.00
Handicapped Resident	$0.00
Miscellaneous Fee-After Hours Plan Check/Inspection	
Afterhours Inspection, 4 hours minimum	$845.00
Afterhours plan check, 4 hours minimum	$945.00
Miscellaneous Residential Tree Removal Request	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee-Residential Tree Trimming/Tree	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee-Installation of Street Name Sign	
Each sign plus the cost of street name sign material	$565.00
Miscellaneous Fee-Address Chge/Assignment	
Minimum includes the first 3 addresses	$255.00
Plus rate for each address over 3	$18.00
Miscellaneous Fee-Street Lighting System (Design/Inspect)	
Based on estimated cost of construction:	
$1 to $20,000 = minimum	$1,385.00
>$20K and <= $100K	$1,385.00
Plus percentage of cost over $20K	1.56%
>$100,000	$2,635.00
Plus percentage of cost over $100K	0.63%
Miscellaneous Fee- Landfill Inspection	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee- National Pollution Discharge Elimination System (NPDES) Reviewl, per hour	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	

Service	Fee
Engineering	
Miscellaneous Fee-Storm Water Pollution Prevention Plan (SWPPP) Review, per hour	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee-Standard Urban Stormwater Mitigation Plan (SUSMP) Review, per hour	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee-Electric Vehicle Charging Station Installation	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee-Appeal	
Fully Allocated Hourly Rate of staff and consultants against an initial deposit as determined by the Director.	
Miscellaneous Fee-Lot Line Adjustment/Merger/Compliance	
Up to 2 Lots	$3,120.00
Three or Four Lots	$5,750.00
Miscellaneous Fee-Street/Alley Vacation Review	$3,600.00
Miscellaneous Fee-Process Application for Easement in a Street or Alley	$2,200.00
Miscellaneous Fee-Final Map (Tract/Parcel)	
Up to Three Reviews:	
1 to 5 Lots	$9,930.00
6 to 10 Lots	$10,810.00
11 to 50 Lots	$17,090.00
51 to 100 Lots	$26,000.00
101 to 150 Lots	$36,660.00
151 Lots and more	$39,435.00

Service	Fee
Police	
Police False Alarm Response	
First Response - Registered	$50.00
First Response - Non-Registered	$150.00
Second Response - Registered	$75.00
Second Response - Non-Registered	$175.00
Third Response - Registered	$125.00
Third Response - Non-Registered	$225.00
Fourth Response - Registered	$175.00
Fourth Response - Non-Registered	$275.00
Fifth Response - Registered	$225.00
Fifth Response - Non-Registered	$325.00
Sixth and Subsequent Responses - Registered	$275.00
Sixth and Subsequent Responses - Non-Registered	$375.00
Robbery or Panic Alarm	$100.00
Operating Suspended Alarm: First	$200.00
Each Subsequent	$300.00
Multiple Police Party/Bar Response Fully allocated hourly rates for all responding personnel. Noise Ordinance citations may also be issued.	
DUI Accident Police Response Fully allocated hourly rates for all responding personnel up to a State-set maximum of $12,000	
Jail Booking (per booking)	$375.00
Juvenile Detention	
First hour - No Charge	$0.00
Each Subsequent Quarter-Hour	$31.00
Police Event Security	
Officer - per hour	$80.00
Supervisor - per hour	$100.00
Vehicle Repossession (per vehicle) Fees are set by the State.	$15.00
Stored/Abandoned Vehicle Release (per vehicle)	$200.00
Special Business Lic Reg Permit (per permit plus DOJ fees)	$270.00
Alcoholic Beverage Permit (per application)	$270.00
Concealed Weapon Permit	
Fees are set by State Law and actual costs.	
Initial Application Process	$398.00
Renewal Applicant Processing	$348.00
Additional Fees Required to be paid by Applicant to respective entities:	
Psych Test (paid directly to vendor at actual cost)	
Licensing Fee (2- Year Standard)-Paid directly to the State of California	$93.00
Live Scan/ Finger Prints-Paid by Applicant directly to the State of California.	$25.00
Weapons and Safety Course-Applicant pays approved training vendor directly.	$250.00

Service	Fee
Police	
Clearance Letter Processing (per letter)	$10.00
Police Report Reproduction	
Black and White - per copy	$0.25
Color - per copy	$0.60
Or the full cost to the extent allowed by the Public Records Act	
Police Media Reproduction (per device)	$5.00

Service	Fee
Fire	
Fire Plan Check Review, per plan plus staff/consultant costs, 2 hour minimum	$85.00
Fire Plan Check - Expedited	
Percent of Plan Review and Application fees	150.00%
Flammable Liquid Storage Permit	
Underground Tank Installation - per tank	$385.00
Above-ground Tank Installation - per tank	$385.00
Underground Tank Removal - per tank	$230.00
Above-ground Tank Removal - per tank	$230.00
Vapor Recovery Modification - per recovery	$230.00
Co2 Tank/Alarm	$230.00
High Piled Storage Permit, Includes 1 inspection	
0-1,500 square feet - per permit	$230.00
1,501-3,000 square feet - per permit	$385.00
Each additional 1,500 square feet over 3,000 square feet - per permit	$40.00
New Fire Alarm System Permit, Includes 2 inspections	
1-24 devices - per permit	$385.00
Each additional device over 24 devices - per device	$12.00
Modified Fire Alarm System Permit, Includes 1 inspection	
First 12 Devices - per permit	$230.00
Each additional device over 12 devices	$12.00
Fire Sprinkler Permit - single family residential, Includes 2 inspections, per permit	$385.00
Fire Sprinkler Permit-multi-family residential, commercial, or industrial. Includes 2 inspections.	
1-50 heads - per permit	$385.00
51-100 heads - per permit	$535.00
101-250 heads - per permit	$690.00
Each additional 50 heads over 250 heads	$155.00
Underground Fire Service Supply Permit, Includes 2 inspections, per permit	$535.00
Fire Standpipe Systems/Hose Stations Permit, Includes 2 inspections, per permit	$230.00
Automatic Fire Extinguishing Systems Permit, Includes 2 inspections, per permit	$230.00
Fire Pump Permit, Includes 2 inspections, per permit	$305.00
Water Storage Tank Permit, Includes 2 inspections, per permit	$230.00
Emergency Responder Radio Coverage Review Fully allocated hourly rates for all personnel involved plus any outside costs, with a 2 hour minimum. Includes 2 inspection.	
Fire Prevention Permit Drive, per inspection	$40.00
Sprinkler System 5-Year Certification Test, per hour, 1 hour minimum	$155.00
Private Fire System Smoke Test, per hour, 1 hour minimum	$155.00
Private Fire System Hydrant Flow Test, per hour, 1 hour minimum	$155.00
Building Modification - Fire Inspection, Includes 2 inspections	
Percent of Building Permit fee, $25 minimum	10.00%

Service	Fee
Fire	
State License (Form 850) Inspection	
1-6 clients - No Charge allowed by the State	$0.00
7+ clients - per inspection	$230.00
Daycare Facility Inspection - Commercial, Includes 1 inspection	
1-8 occupants - per inspection	$230.00
9-14 occupants - per inspection	$345.00
15+ occupants - per inspection	$420.00
Daycare Facility Inspection - Residential, Includes 1 inspection	
1-6 occupants, No charge allowed by the State	$0.00
7+ occupants - per inspection	$155.00
Convalescent Care Facility Inspection, Includes 1 inspection	
1-30 occupants - per inspection	$345.00
31-100 occupants - per inspection	$535.00
101+ occupants - per inspection	$690.00
Hospital Inspection, includes 2 inspections at 2 hours each	$615.00
Medical Facilty Inspection, per 1-hour inspection	$155.00
High Rise Building Inspection, includes 1 inspection at 2 hours each	$305.00
Hotel/Motel/Apartment (R-1) Inspection, Includes 1 inspection	
up to 20 units - per inspection	$385.00
21-40 units - per inspection	$460.00
41-60 units - per inspection	$535.00
61+ units - per each additional 20 units over 60 units	$75.00
Public/Private School Inspection, per 3-hour inspection	$460.00
Brush Hazards (AB38) Inspection/Weed Abate, per 2-hour inspection	$305.00
High/Very High Hazard/Brush/Weed Inspection, per 1-hour inspection	$305.00
As-Needed Fire Inspection	
Fully allocated hourly rates for all personnel involved plus any outside consultant costs.	
Fire & Life Safety Inspection, Includes 2 inspections	
Fee for first 2 inspection (50% Cost Recovery)	$85.00
Fire Non-Compliance	
Fee per failure to comply	$550.00
Failure to obtain permit - 150% of permit fee	150.00%
Asbestos Removal Fire Permit, per permit, Includes 1 inspection	$180.00
Bowl Pin/Alley Refin Fire Permit, per permit, Includes 1 inspection	$180.00
Candle/Open Flame Fire Permit, per permit, Includes 1 inspection	$180.00
Carnival/Fair/Circus Fire Permit, Includes 1 inspection	
Fee per permit	$235.00
plus fee per each 10 stands over 10 stands	$90.00
Less than 14 Day Expedited Fee	$250.00
Christmas Tree/Holiday Stand Fire Permit, per permit, Includes 1 inspection	$220.00
Exhibit/Trade Show Fire Permit, per permit, Includes 1 inspection	$270.00
Less than 14 Day Expedited Fee	$250.00

Service	Fee
Fire	
Explosive/Blasting Agent Fire Permit, per permit, Includes 1 inspection	$360.00
Fire Hydrant Use Fire Permit, per permit, Includes 1 inspection	$90.00
Fireworks Display Fire Permit, per permit, Includes 1 inspection	$270.00
Less than 14 Day Expedited Fee	$250.00
Standby fees are separate.	
Liquid or Gas Fueled Vehicle or Equipment Fire Permit, per permit, Includes 1 inspection	$180.00
Occupant Load Increase Fire Permit, per permit, Includes 1 inspection	$235.00
Burn/Open Pit BBQ Fire Permit, per permit, Includes 1 inspection	$260.00
Parade Float Fire Permit, per permit, Includes 1 inspection	$145.00
Film Product Facility Fire Permit, per permit, Includes 1 inspection	$260.00
Less than 14 Day Expedited Fee	$250.00
Standby fees are separate.	
Pyrotechnical Special Effect Materials Fire Permit, per permit, Includes 1 inspection	$270.00
Less than 14 Day Expedited Fee	$250.00
Standby fees are separate.	
Special Event Fire Permit	
1-50 attendees - per permit	$270.00
51-150 attendes - per permit	$500.00
151+ attendees - Fully allocated hourly rates for all personnel involved plus any outside consultant costs	
Includes a 1-hour inspection	
Less than 14 Day Expedited Fee	$250.00
Tent, Canopy, or Temporary Membrane Structure Fire Permit	
400-1,000 square feet - per permit	$270.00
1,001+ square feet - per permit	$580.00
Includes a 1-hour inspection	
Less than 14 Day Expedited Fee	$250.00
Aerosol Product Annual Operational Fire Permit, per permit	$180.00
Battery System Operation Annual Operational Fire Permit, per permit	$180.00
Battery System Manufacturing Annual Operational Fire Permit, per permit	$180.00
Combustible Fiber Storage Handling Annual Operational Fire Permit, per permit	$180.00
Combustible Material Storage Annual Operational Fire Permit, per permit	$180.00
Combustible Rubbish Handling Operation Annual Operational Fire Permit, per permit	$180.00
Compressed Gas or Medical Gas System Annual Operational Fire Permit, per permit	$180.00
Cryogenic Fluid Annual Operational Fire Permit, per permit	$180.00
Dry Cleaning Annual Operational Fire Permit, per permit	$180.00
Dust Collection System Annual Operational Fire Permit, per permit	$180.00
Flammable or Combustible Liquid Annual Operational Fire Permit, per permit	$180.00
Garage Repair Facility Annual Operational Fire Permit, per permit	$300.00

Service	Fee
Fire	
Hazardous Material Facility Annual Operational Fire Permit, per permit	$300.00
High Piled Storage Annual Operational Fire Permit	
0-1,500 square feet - per permit	$180.00
1,501-3,000 square feet - per permit	$310.00
Each additional 1,500 square feet over 3,000 square feet	$90.00
Liquid/Gas Fueled Equipment Annual Operational Fire Permit, per permit	$180.00
Liquified Petroleum Gas Storage Annual Operational Fire Permit, per permit	$180.00
Lumber Product Annual Operational Fire Permit, per permit	$220.00
Magnesium Working or Storage Annual Operational Fire Permit, per permit	$180.00
Mall Kiosk, Concession, or Vehicle Display Annual Fire Permit, per permit	$90.00
Mall Cart Annual Operational Fire Permit, per permit	$90.00
Motor Vehicle Fuel Dispensing Station Annual Operational Fire Permit, per permit	$300.00
Organic Coating Annual Fire Permit, per permit	$180.00
Industrial Oven Annual Fire Permit, per permit	$180.00
Place of Assembly or 50 or More Occupants Annual Operational Fire Permit, per permit	$300.00
Radioactive Material Annual Operational Fire Permit, per permit	$180.00
Commercial Refrigeration Equipment Annual Operational Fire Permit, per permit	
1-4 - per permit	$180.00
5-10 - per permit	$310.00
11+ - per permit	$400.00
Spraying or Dipping Facility Annual Operational Fire Permit, per permit	$180.00
Tire Storage Annual Fire Permit, per permit	$180.00
Waste Material Handling Plant Annual Operational Fire Permit, per permit	$180.00
Welding and Cutting Operation Annual Operational Fire Permit, per permit	$180.00

Service	Fee
Fire	
Emergency Medical Transport Service	
Basic Life Support Resident	$2,324.00
Basic Life Support Non-Resident	$2,471.00
Advanced Life Support Resident	$3,358.00
Advanced Life Support Non-Resident	$3,552.00
Disposable Medica Supplies	$43.00
EKG	$18.00
Oxygen and Supplies	$134.00
Night Response	$45.00
Documentation EPCR Fee	$28.00
Mileage Rate	$32.00
Dispatch Fee	$79.00
Neo-Natal Transport	$325.00
Registered Nurse or Respiratory Therapists specialty care transport with equipment and personnel for up to 3 hours of transport	$3,959.00
Registered Nurse or Respiratory Therapists specialty care transport with equipment and personnel for up to 3 hours of transport	$4,443.00
Per hour after first 3 hours	$236.00
Ambulance Subscription - per year	$69.00
Technology	$35.00
EMS Assessment/Treatment No-Transport, per incident	$289.00
EMS Medical Facility Response, per incident	$289.00
Fire False Alarm Response	
First Response - Registered	$150.00
First Response - Non-Registered	$250.00
Second Response - Registered	$200.00
Second Response - Non-Registered	$300.00
Third Response - Registered	$300.00
Third Response - Non-Registered	$400.00
Fourth Response - Registered	$400.00
Fourth Response - Non-Registered	$500.00
Fifth Response - Registered	$500.00
Fifth Response - Non-Registered	$600.00
Sixth and Subsequent Responses - Registered	$600.00
Sixth and Subsequent Responses - Non-Registered	$700.00
Fees are waived for schools	
Fire & Police Alarm Registration/Renewal	
New - per permit	$55.00
Renewal - per permit	$30.00
Late Charge - per 3 months late	$25.00
DUI Accident Fire Response	
Fully allocated hourly rates for all responding personnel up to a State-set maximum of $12,000	

Service	Fee
Fire	
Hazardous Material Spill Response, Includes 3 hours on scene	
Level 1 Basic - per hour	$999.00
Level 2 Intermediate - per hour	$3,397.00
Level 3 Advanced - per hour	$7,953.00
Each additional hour	$381.00
Fire Incident Response	
Motor Vehicle Accidents - per hour	$945.00
Extrication - per hour	$1,757.00
Creating Landing Zone - per hour	$537.00
HAZMAT, Includes 3 hours of on-scene time	
Level 1	$1,250.00
Level 2	$3,397.00
Level 3	$7,953.00
Fee per Each additional hour per HAZMAT team.	$425.00
Fires, Special Rescue or Response, Illegal Fires - Charged per units assigned per type of resource	
Fire Standby	
Fully allocated hourly rates for all personnel involved.	
Additional fire equipment billed at current FEMA scheduled equipment rates.	
Fire Investigation, per hour	$308.00
Fire Report Copy	
The is fee is limited by the Public Records Act:	
Black and White - per copy	$0.30
Color - per copy	$0.60
Or the full cost to the extent allowed by the Public Records Act	
Record Creation -Fully allocated hourly rates for all personnel	

Service	Fee
Code Enforcement	
Code Enforcement Inspection (per inspection)	$75.00
Inspection Warrant (per warrant plus Attorney costs)	$1,675.00
Abatement Warrant (per warrant plus Attorney costs)	$1,675.00
Code Enforcement Lien Set-Up (per lien)	$495.00
Code Enforcement Lien Release (per lien)	$420.00
After Hours Code Enforce Call-Out	
Fully allocated hourly rates for all personnel involved with a four hour minimum	
Weed Abatement	
Actual cost of abatement plus percent of administrative fee	130.00%
Muncipal Code Enforcement	
First Citation - $100	$100.00
Second Citation (within one year) - $200	$200.00
Third Citation (within one year) - $500	$500.00
Late Payment Penalty - additional percent	10.00%
Plus additional citations for other items.	
Building Code Enforcement	
First Citation	$130.00
Second Citation (within one year)	$700.00
Third Citation (within one year)	$1,300.00
Each Additional Commercial Citation (within two years)	$2,500.00
Late Payment Penalty - additional 30%	30.00%

Service	Fee
Community Services	
Passport Services	
Passport Application (fee is set by the Federal government)	$35.00
Passport Photos (set of 2) - per set	$15.00
Passport - Copies	$1.00
Overnight Delivery - Actual cost	
Excursions	
Based on actual cost. Range from $25-250.	
Classes and workshops	
Based on actual cost. Range from $10-375.	
Adult Softball League Fee	$400.00
Annual Day Care Fee	$50.00
Fee - Team	
Normal Team	$212.50
Adult Basketball League Fee	$375.00
Pickleball Mixed Double's Tournament Fee	$50.00
Adult Soccer League	$850.00
Food / Drink	
Candy - Small	$1.00
Candy-large	$2.00
Chips	$1.00
Gatorade / Soda	$2.00
Water - Bottled	$1.00
Miscellaneous	
Drop-In	
Batting Cages	$1.00
Open Play Basketball	$2.00
Senior Center - Nutrition Program Under 60	$5.00
Temp / Fees	
Discover Ad-Business Card Size	$300.00
Discover Ad-Full Page	$2,400.00
Discover Ad-Half Page	$500.00
Discover Ad-Quarter page	$600.00
Discover Full Page Ad	$1,000.00
Discover Half Page Ad	$500.00
Discover Quarter Page Ad	$250.00
Palm View - Holiday Discount	-$1.00
Palm View - Late Fee	$1.00
Palm View - Late Payment	$25.00
Palmview - T-shirt Fee	$8.00
Senior Center - Nutrition Program US Food Ref	$1,143.32
Senior Center - Senior Nutrition Donation	$1.00
Senior Center Coffee Monthly VIP Member Card	$10.00
Senior Center Daily Coffee Ticket	$1.00

Service	Fee
Community Services	
Temp / Fees	
Vendors Foundation	$1.00
Vine	$1.00
Vine - Careship Discount	-$30.00
Vine - Holiday Discount	-$1.00
Vine - Late Payment	$25.00
Vine - Pomona Credit	$1.00
Vine - Sibling Discount	-$5.00
Vine - T-shirt fee	$10.00
Rentals	
Facility Rentals	
Cameron - 1 Staff	$18.50
Cameron - 2 staff	$37.00
Cameron - Church Hourly Fee	$82.82
Cameron - East Gym Full Court Fee/Hr	$70.00
Cameron - Game Room	$65.00
Cameron - Half Court Fee/Hr	$35.00
Cameron - Kitchen Fee	$50.00
Cameron - MPR - Half Room Hourly	$100.00
Cameron - Table Fee	$2.00
Cameron - West Gym Full Court Fee/hour	$65.00
City Hall - Resident Room Rates	$32.50
City Hall - Courtyard Resident	$25.00
City Hall - Non Resident Room Rates	$37.50
City hall Equipment Fee - Non Residents	$80.00
City Hall Equipment Fee - Residents	$75.00
Coordinator Event OT	$48.54
Credit Check	$1.00
Equestrian - Show	$300.00
Fences	$100.00
Galster - Camping Fee	$30.00
Moon Bounce Permit Fee	$25.00
Park Rentals	$1.00
Park Special Use Filing Fee	$115.00
Picnic Pavilion - Large/Event	$200.00
Picnic Pavilion - Small/Event	$150.00
Polling	$6.50
SC - Main Room Rental/6 HR Flat Rate	$2,000.00

Service	Fee
Community Services	
Facility Rentals	
SC Main Room Rental/8 HR Flat Rate	$2,500.00
Senior Center - Bouncer Permit Fee	$20.00
Senior Center - Chair Rental	$1.00
Senior Center - Classroom Rental/HR	$75.00
Senior Center - Liability Insurance Alcohol	$100.00
Senior Center - Main Room Rental/HR	$300.00
Senior Center - Patio Rental/HR	$50.00
Senior Center - Police Security rate	$130.00
Senior Center - Rental Application Fee	$72.00
Senior Center - Rental Cleaning Fee	$250.00
Senior Center - Staff Rental Fee/HR	$37.00
Senior Center - Table Rental	$2.00
Senior Center Alcochol Permit (Weddings)	$60.00
Senior Center- Liability Insurance No Alcohol	$119.00
Senior Center North Wing Hall/HR	$200.00
Senior Center North Wing/ 10 HR Flat Rate	$1,350.00
Senior Center North wing/ 8 HR Flat Rate	$1,200.00
Senior Center North Wing/4 HR Flat Rate	$720.00
Senior Center North Wing/6 HR Flat Rate	$1,000.00
Shadow Oak Alcohol 1 (Weddings)	$60.00
Shadow Oak CC Chair Rental fee / chair	$1.00
Shadow Oak CC Cleaning Fee	$250.00
Shadow Oak CC Full Room Rental Fee / hr	$250.00
Shadow Oak CC Table Rental fee / table	$2.00
Shadow Oak Classroom Fee	$27.00
Shadow Oak Liability Insurance	$120.00
Shadow Oak Staff Free $16 per hour	$1.00
Sportsplex Ball Fields	$48.54
Sportsplex Soccer Field	$65.00
Staff - Equestrian	$15.00
Staff Sportsplex	$20.00
Staff Time Special Events	$14.00
Stage - Large	$240.00
Stage - Small	$120.00
Tennis	$10.00
Vendor Fee	$200.00
Vendor Fee	$50.00
West Covina Sportsplex Staffing	$28.00

Service	Fee
Community Services	
Palmview Center Rental Rates	
Refundable Police Security Deposit	$305.00
Palmview Multipurpose Room - per hour	$100.00
Palmview Kitchen Use-flat rate as an add on to the Multipurpose room only	$50.00
Chairs - per chair	$1.00
Tables - per table	$2.00
Classroom Use - flat rate as an add on to the Multipurpose room only.	$50.00
Staff Rate - per hour per staff	$18.50
Palmview Cleaning fee	$250.00
Palmview Insurance	$120.00
Field Rentals	
Ball Field - Maverick	$25.00
Ball Field Rental/Hr	$20.00
Ball Fields light/hr	$25.00
Indoor Soccer Pavillion	$65.00
Shadow Oak- Basketball	$30.00
Sports plex Game Fee $45	$43.69
Sportsplex league	$15.60
West Covina Sportsplex Soccer Pavilion	$50.00
Parties	
Senior Center - Misc Rental	$1.00
Shadow Oak Alcohol 2 (Non-Weddings)	$215.00
Room Rentals	
Cameron - Chair Fee	$1.00
Parks - Misc. Fees	$1.00
Shadow Oak CC Staff Fee / hr	$37.00
Special Events	
Spring Fling	$30.00
Tickets	
General Admission	$1.67
65+ General Admission Sportsplex	$1.00
Ages 4-12 General Admission Sportsplex	$1.00
Non Residents Ages 13+ General Admission	$5.00
Residents Ages 13+ General Admission	$3.00
Under 3 General Admission	$0.00
Uniformed Youth Players General Admission	$0.00
Special Event Tickets	
Fees based on estimated event cost.	
Tournament Staff Fee	$20.00

Service	Fee
Community Services	
Vendors	$67.20
Special Events	$67.20
Centennial Spring Festival Food Vendor Fee	$200.00
Easter Eggstravaganza Vendor	$50.00
Let It Snow	$50.00
Special Event Food Vendor	$200.00
Special Event Generator Hook-Up	$20.00
Summer Concert Series Food Vendor	$100.00
Summer Concert Series Non Profit Food Vendor	$50.00
Touch-A-Truck	$50.00
Sports Council Non-Compliance Penalties	
Calendar of Required Documentation & Penalties for Non-Compliance, Sport Item Due Date Penalty	
Baseball/Softball Facility Use Application 11/30	$100.00
Board of Directors Roster 11/30	$75.00
Master Calendar of Events 11/30	$25.00
Proof of Nonprofit Status 11/30	$100.00
League Deposit 11/30	$250.00
League By-Laws 1/30	$25.00
Liability Insurance 1/30	$250.00
League Schedules of Play 3/1	$100.00
League Rosters 3/15	$100.00
AB2404 Information Sheet 3/15	$250.00
Football Facility Use Application 5/31	$100.00
Board of Directors Roster 5/31	$75.00
Master Calendar of Events 5/31	$25.00
Proof of Nonprofit Status 5/31	$100.00
League Deposit 5/31	$250.00
League By-Laws 5/31	$25.00
Liability Insurance 8/01	$250.00
League Schedules of Play 9/1	$100.00
League Rosters 9/15	$100.00
AB2404 Information Sheet 9/15	$250.00
Soccer Proof of Nonprofit Status 1/30	$100.00
League By-Laws 1/30	$25.00
Liability Insurance 1/30	$250.00
League Deposit 1/30	$250.00
Facility Use Application 7/01	$100.00
Board of Directors Roster 8/30	$75.00
Master Calendar of Events 8/30	$25.00
League Schedules of Play 9/30	$100.00
League Rosters 9/30	$100.00
AB2404 Information Sheet 9/30	$250.00

Service	Fee
Community Services	
Sports Council Non-Compliance Penalties **Calendar of Required Documentation & Penalties for Non-Compliance, Sport Item Due Date Penalty**	
Basketball Facility Use Application 11/30	$100.00
Board of Directors Roster 11/30	$75.00
Master Calendar of Events 11/30	$25.00
Proof of Nonprofit Status 11/30	$100.00
League Deposit 11/30	$250.00
League By-Laws 11/30	$25.00
Liability Insurance 12/30	$250.00
League Schedules of Play 12/30	$100.00
League Rosters 12/30	$100.00
AB2404 Information Sheet 12/30	$250.00
• Each league is required to maintain a deposit balance for use of City athletic facilities.	$500.00
• Damage to city property - minimum Plus additional fees based on the value of damage.	$500.00
• Brokering a reserved field to another user	$500.00
• Unauthorized use of athletic lighting	$500.00
• Submitting falsified documents	$500.00

Service	Fee
Administration	
Business License Processing	
NSF Check Processing (per check)	$38.00
Credit Card Processing Onsite credit card processing fee. Offsite is charged as a percent of the amount charged or actual cost of third party credit card processing fees.	2.60%
Document Reproduction	
Black and White - Per copy	$0.30
Color - Per copy	$0.60
FPPC Copies - Per copy	$0.10
Electronic File Reproduction (per device)	$5.00
Document Certification (per document)	$40.00
Records Research/Compilation Charge the fully allocated hourly rates for all personnel involved to the extent allowed by the Public Records Act.	
Subpoena For Documents (per subpoena) Fee is set by the Courts.	$15.00
Subpoena For Witnesses (per person) Fee is set by the Courts.	$275.00
Notary Public Services (per signature) Fees are set by the State.	$15.00
Life Verification (per verification)	$20.00

Service	Fee
Business License Fees	
Amusement Shows	$15.87
Bankruptcy, Liquidation & Like Sales	
Schedule A	$84.64
Schedule B	$169.95
Schedule C	$228.47
Billiard Parlors	
Base Fee	$113.08
Additional Fee	$16.20
Bowling Alleys	
Base Fee	$113.08
Additional Fee	$16.20
Carnivals And Circuses	
Base Fee - First Day	$570.03
Additional Fee	$284.02
Coin Operated Washer & Dryers (Ins & Maint By Prop Owner)	
Base Fee	$2.21
Coin Operated Washer & Dryers (Not Ins & Maint By Prop Owner) (Based on Gross Receipts)	
Base Fee - First $2,000.00 In Gross Receipts	$50.92
Additional Fee - Per Each $1,000 Or Fraction Thereafter	$4.00
Food Vendors	
Base Fee	$113.08
Laundry, Drycleaning Routes	
Base Fee	$113.08
Route Sales Or Rental	
Base Fee	$113.08
Gardeners	
Base Fee	$68.77
Gyms And Figure Salons	
Base Fee	$203.01
House Movers	
Schedule A	$84.64
Schedule B	$341.22
Junk Dealers	
Schedule A	$33.73
Schedule B	$570.03
Laundromats	
Base Fee	$90.60
Additional Fee (Over 30)	$2.21
Mail Order, Telephone Service	
Base Fee	$113.08

Service	Fee
Business License Fees	
Manufacturers	
Base Fee (Owner/Manager)	$113.08
Additional Fee	$23.14
Microwave Pay Television Systems	
Base Fee - 1/2 Of 1%	N/A
Minimum Of $100.00	
Non-Profit Organizations (Exempt) - Calendar Year	$0.00
Non-Profit Organizations (Exempt) - Fiscal Year	$0.00
Peddlers and Solicitors	
Schedule A	$33.73
Schedule B	$341.22
Schedule C	$455.96
Professionals	
Schedule A	$113.08
Additional Fee	$23.14
If Incorporated	$113.08
Schedule B	$9.59
Professional Service	
Base Fee (1Working Owner/Manager)	$113.08
Additional Fee	$23.14
Public, Cabaret Dance Permit	
Schedule A	$570.03
Schedule B	$84.64
Residential Rental, Apartment, Hotels	
Base Fee - First Two Units	$113.08
Additional Fee - Over 2 Units	$23.14
Retail Delivery Trucks	
Schedule A	$68.77
Schedule B	$568.70
Retail	
Schedule A - Base Fee (1 Working Owner/Manager)	$113.08
Additional Fee	$23.14
Schedule B	$9.59
Service Vehicle	
Schedule A	$68.77
Schedule B	$1,138.73
Shoe Shine Stands	
Base Fee	$23.14
Skating & Roller Rink	
Base Fee	$228.47
Small Collection Facilities - Rev. Vending	
Base Fee	$20.50

Service	Fee
Business License Fees	
Theaters and Movies	
Base Fee - First 500 Seats	$0.34
Additional Fee - Over 500 Seats	$0.13
Vehicle For Hire	
Schedule A	$68.77
Schedule B	$568.70
Video Games	
Schedule A** - Base Fee First $50,000 Gr. Receipt	$998.21
Additional Fee - 1% Of Gross Receipts Over $50,000	N/A
Schedule B	$50.59
Wholesale Delivery Trucks	
Schedule A	$56.21
Schedule B	$455.96
Contractors	
With Permit	$23.14
Without Permit	$136.22
Vending Machines (Based on Gross Receipts)	
Cigarette Vending Machine	
Base Fee - First $1,000.00 Gross Receipt	$31.41
Additional Fee: .001 Of Gross Receipts Over $1,000.00	N/A
Photo Vending Machine	
Base Fee - First $1,000.00 Gross Receipt	$23.48
Additional Fee: .001 Of Gross Receipts Over $1,000.00	N/A
Stamp Vending Machine	
Base Fee - First $500.00 Gross Receipt	$5.62
Additional Fee: .001 Of Gross Receipts Over $500.00	N/A
Bulk Vending Machine (Non Electric)	
Base Fee - First $100.00 Gross Receipt	$1.65
Additional Fee: .001 Of Gross Receipts Over $100.00	N/A
Other Coin-Operated Vending Machines	
1. Required 10 Cents Or Less To Operate	
Base Fee - First $500.00 Gross Receipt	$9.59
Additional Fee: .001 Of Gross Receipts Over $500.00	N/A
2. Required More Than 10 Cents To Operate	
Base Fee - First $1,000.00 Gross Receipt	$20.50
Additional Fee: .001 Of Gross Receipts Over $1,000.00	N/A
Vending Machine Alternative	
Base Fee - First $2,000.00 Gross Receipt	$195.08
Additional Fee: .001 Of Gross Receipts Over $2,000.00	N/A

Service	Fee
Business License Fees	
Vending Machines Incidental To Businesses	
A. Game And Amusement Machine	
1. Requiring Less Than $0.10 To Operate	$23.14
2. Requiring More Than $0.10 To Operate	$44.97
B. Any Other Coin Operated Machine	
1. $0.10 Or Less To Operate	$9.59
2. $0.11 But Less Than $0.25 To Operate	$23.14
3. $0.25 Or More To Operate	$33.73
Office And Commercial Rental**	
Base Fee - First $5,000.00 Gross Receipt	$99.19
Additional Fee - $10.00 Per Each $1,000 Or Fraction Thereafter	N/A
Processing Fee - Actual cost paid directly to vendor.	
Transfer Fee	$8.93

Service	Fee
Development Impact Fees	
Nonresidential Development and Residential Development without a Subdivision (No Park Dedication Fees Required per WCMC Section 20-40)	
Single Family Detached	
Police	$829.00
Fire	$1,011.00
Parks	$2,491.00
City Administrative	$146.00
Public Works Capital Facilities	$73.00
Total Single Familt Detached	$4,550.00
Single Family Attached/Multi-Family	
Police	$592.00
Fire	$721.00
Parks	$1,778.00
City Administrative	$104.00
Public Works Capital Facilities	$52.00
Total Single Family Attached/Multi-Family	$3,247.00
Workspace (Per Sq. Ft.)	
Police	$0.32
Fire	$0.38
Parks	$0.95
City Administrative	$0.06
Public Works Capital Facilities	$0.02
Total Workspace (Per Sq. Ft.)	$1.73
Residential Development with a Subdivision (Park Dedication Fees Required per WCMC Section 20-40)	
Single Family Detached	
Police	$829.00
Fire	$1,011.00
City Administrative	$146.00
Public Works Capital Facilities	$73.00
Total Single Familt Detached	$2,059.00
Single Family Attached/Multi-Family	
Police	$592.00
Fire	$721.00
City Administrative	$103.00
Public Works Capital Facilities	$52.00
Total Single Family Attached/Multi-Family	$1,468.00

Service	Fee
Building Plan Check/Inspection	
Building Permit Fees	
TOTAL VALUATION	
Minium standard plan check fee	$130.21
More than $700 to and including $25,000	$130.21
plus for each additional $1,000 or fraction thereof in excess of $1,000	$33.61
$25,001 to and including $50,000	$937.16
plus for each additional $1000 or fraction thereof in excess of $25,000	$25.83
$50,001 to and including $100,000	$1,591.58
plus for each additional $1000 or fraction thereof in excess of $50,000	$19.46
More than $100,000	$2,562.70
plus for each additional $1000 or fraction thereof	$13.27
Minimum Standard Plan Check Fee	$162.77
Plan Check Fee is equal to percentage of the building permit fee	85.00%
Permit Issuance Fee	$55.03
ENERGY FEES: Energy Building Permit fee is equal to 110 % of the standard building permit fee. The permit fee specified in the table above shall be increased by 10% for all construction work required to comply with the rules and regulations adopted by the Energy Resources Conservation and Development Commission of the State of California. The increase in fee is included in the building permit fee for determining the plan check fee.	
DISABLE ACCESS: Disable Access Building Permit fee is equal to 105% of the standard building permit fee. The permit fee specified in the table above shall be increased by 5% for all construction work required to comply with Title 24, California Code of regulations, Section 101 et seq. the State's disabled access and adaptability requirements. The increase in fee shall be included in the building permit fee for the purpose of determining the plan checking fee.	
DISABLE ACCESS & ENERGY: Energy and Disable Access Building Permit fee is equal to 115% of the standard building permit fee.	
STRONG MOTION: Strong Motion Instrumental Program fee is charged at time of building permit issuance depending scope	
SMIP CAT 1 (1 TO 3 Story Residential) - Valuation x 0.00013	
SMIP CAT 2 (Over 3 story Residential and all Commercial - Valuation x 0.00028	
BSASRF (BUILDING STANDARDS ADMINISTRATION SPECIAL REVOLVING FUND) (AKA SB 1473) Strong Motion Instrumental Program fee is charged at time of building permit issuance depending scope.	
$1-25000 or fraction thereof	$1.00
$25,000.01-50,000 or fraction thereof	$2.00
$50,000.01-75,000 or fraction thereof	$3.00
$75,000.01-100,000 or fraction thereof	$4.00
Every $25,000.01 or fraction thereof above $100,000 add	$1.00
Building Permit Fees Exceptions: 1. A combined swimming pool permit may be issued for a new swimming pool, spa or hot tub which will include all building, electrical, plumbing, heating, and excavation work. The total permit fee for the combined swimming pool permit shall be two times the building permit fee. 2. A combined building permit for one-family or two-family dwelling and attached garages(s) shall be 1.6 times the building permit fee. (Section 106.5.6 & Section 107.1)	

Service	Fee
Building Plan Check/Inspection	
OTHER WORK DESCRIPTION	
Permit Issuance Fee - to be paid in addition to the fees set forth below	$55.02
For site inspection not otherwise covered herein by a fee and which is regulated by the Building Code.	$837.72
For inspection of any use, occupancy or change in use or occupancy	
Group R or U Occupancy	$434.87
Occupancy groups other than R and U	
Affected floor area of up to 5,000 square feet	$1,071.61
Affected floor area of 5,001 to 10,000 square feet	$1,289.58
Affected floor area of 10,001 to 100,000 square feet	$2,144.10
Affected floor area of above 100,001 square feet	$3,249.68
For inspection of the repair or rehabilitation of a building or structure declared substandard by notice, the fee shall be based on the valuation	
For inspection of the demolition (including sewage system termination) of a building or structure	$325.00
For inspection of reinspection of Group A, Division 4, structures each	$434.87
For inspection of structures or devices regulated by Chapter 66, the first inspection of the first structure or device	$325.00
and, for each additional structure or device.	$52.19
For application and investigation for relocation building permits as required by Chapter 68:	
Floor Area: Up to 2,500 square feet	$865.85
Floor Area: Over 2,500 square feet	$1,732.06
For investigation and/or permit for trailer coaches required by Chapter 69	$322.00
For inspection outside of normal business hours, per hour	$195.14
For inspection for which no fee is specifically indicated, per hour	$195.14
For inspection of barriers for swimming pools, spas and hot tubs	$183.11
For search of office records and a single copy of a permit	$5.84
For each hour expended responding to public records requests which do not reasonably describe identifiable records	$68.29
For Approval in Concept review pursuant to the 1976 Coastal Act (section 30,000 et seq. Public Resources Code)	$258.84
For geotechnical site review and processing geology or engineering reports submitted pursuant to Sections 110, 111, 113, 1804 and Appendix Section 3309:	
Geotechnical review of building plans and geotechnical reports	
Geotechnical site review (to determine if geotechnical reports are required)	$820.21
Geotechnical report, site, and plans review (review of initial and two addenda reports) The fee shall be 0.42% of the valuation of the proposed structure reports) The fee shall be 0.42% of the valuation of the proposed structure	
However, the minimum fee shall be	$2,023.80
and the maximum fee shall be	$13,047.21
Review of Geotechnical addenda beyond third review (per hour)	$335.97

Service	Fee
Building Plan Check/Inspection	
Geotechnical site inspections and geotechnical report review PRIOR to building permit application	
Geotechnical site review (to determine if geotechnical reports are required)	$820.21
Geotechnical report and plan review prior to building permit application (per review)	$1,624.84
Geotechnical review of grading plans:	
1 - 1,000 cubic yards	$1,339.47
1,001 - 10,000 cubic yards	$1,790.62
10,001 - 100,000 cubic yards	$2,440.45
100,001 - 500,000 cubic yards	$3,208.28
5001,001 cubic yards and above the fee shall be	$3,208.28
plus/100,000 cubic yards of additional grading	$200.45
Geotechnical report and grading plan review (review of initial & two addenda reports):	
1 - 1,000 cubic yards	$2,807.20
1,001 - 10,000 cubic yards	$4,209.48
10,001 - 100,000 cubic yards	$5,110.36
100,001 - 500,000 cubic yards	$7,014.21
5001,001 cubic yards and above the fee shall be	$7,014.21
plus/100,000 cubic yards of additional grading	$301.12
Review of Geotechnical addenda beyond third review (per hour)	$335.97
Reproduction of microfilmed plans	$61.75
plus additional fee for each sheet to be reproduced	$5.84
Assignment of house numbers	$107.39
For additional review required by changes, addition, or revisions of approved or resubmitted plans or reports, per hour	$217.79
For additional review required beyond the initial and second check of plans or reports, per hour	$217.79
For the issuance of a Certificate of Occupancy	$201.16
For the issuance of a Temporary Certificate of Occupancy	$302.18
For each extension of a Temporary Certificate of Occupancy	$201.16
For processing of 45-day notice pursuant to Section 103.4	$878.41
For processing and recording a Notice of Violation pursuant to Section 103.4	$697.95
For processing and recording a Rescission of Notice of Violation pursuant to Section 103.4	$600.47
For investigation of alternate materials and methods of construction. For the initial filing fee	$435.58
For each hour or fraction thereof, in excess of two	$217.79
Preliminary plan review for conceptual approval, code application/interpretation prior to submittal of permit application (two staff-hour minimum) (Exception: no fee for 15 minutes or less)	$435.58
Additional fee beyond minimum, per hour or fraction thereof	$217.79
Review of drawings and date which are sufficient to determine nature and scope of work in lieu of submittal of plans and specifications (including pedestrian protection, underground tanks, etc.)	$162.77

Service	Fee
Building Plan Check/Inspection	
Minimum plan check fee for plans to be "standardized"	$299.35
Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than	$669.65
Exception: One or two family dwellings, when work is performed by owner-builder	$334.73
Noncompliance fee, when person fails to comply with written order:	
Group R-3 occupancy	$201.16
All other occupancies	$402.67
Request for hearing before Building Board of Appeals	$855.06
Exception:	
Regarding the unsafe conditions of building or structure per Sec. 102.4.1	
Regarding the initial determination as a welded steel moment frame building in a high earthquake damaged area	
Regarding the initial determination as a pre- April 13, 1975 Concrete Tilt-up Building	
Regarding initial determination as an unreinforced masonry building (URM)/potentially earthquake hazardous building	
Fee exemption - Affordable Housing. Any nonprofit organization shall be exempt from any plan check, permit and inspection fees if it obtains approval from the Community Development Director that such dwelling units qualify as housing for lower income or very-low income households.	
Owner-Occupied Single Family Dwelling Units	
Reroofing building permits up to 2,500 square feet or 25 Roofing Squares - fee waived except issuance fee	
New attached or detached patios up to 300 square feet - fee waived except issuance fee	
PLAN CHECK & BUILDING PERMIT FEES Cont'd	
RECONVERT INSPECTIONS (investigation fee - work without permit) (each)	$130.82
PLANNING DEPT PLAN REVIEWS SURCHARGE	
% of the building valuation, $45 minimum	0.24%
GENERAL PLAN & ZONING CODE UPDATE SURCHARGE	
% of the building permit fee	17.70%
TECHNOLOGY FEE	
% of the building permit fee	5.00%
SMALL RESIDENTIAL ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS	
See down below Formula in compliance with State maximum allowable fees	
WORK WITHOUT PERMIT - Double the permit fee	
PERMIT DOCUMENTATION RETENTION FEE	
0.50% of the Building, Mechanical, Plumbing, or Electrical Permit Fee, but no less than	$10.72

Service	Fee
Building Plan Check/Inspection	
SOLAR FEES	
SOLAR FEES WILL REMAIN THE SAME UNTIL 2025	
Residential	
15 kW or less	
Permit issuance	$55.03
Plan Check	$44.97
Permit	$350.00
Total	$450.00
More than 15 KW	
Plan Check	$400.00
Permit	$150.00
Total	$550.00
Commercial	
50 kw or less	
Plan Check	$700.00
Permit	$300.00
Total	$1,000.00
50kw -250 kw	
Plan Check	$700.00
Permit	$300.00
Total	$1,000.00
More than 250 kw	
Plan Check	$2,100.00
Permit	$300.00
Total	$2,400.00

Service	Fee
Building Plan Check/Inspection	
ELECTRICAL PERMIT FEES	
ELECTRICAL WORK DESCRIPTION	
For the issuance of each permit	$55.02
SYSTEM FEE SCHEDULE	
Note: The following do not include permit issuing fee.	
New Residential Buildings	
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.	
For new multifamily residential buildings (apartments and condominiums) having three (3) or more living units not including garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot.	$0.19
For garages, carports, and other accessory buildings used in conjunction with multi-family residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.	
For new single and two-family residential buildings not including garages, carports and other minor accessory buildings constructed at the same time, per square foot.	$0.35
For garages, carports, and other minor accessory buildings constructed at the same time as the single or two-family residential buildings a fee will not be required. For other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.	
Private Swimming Pools	
For new private, residential, inground swimming pools for single, or multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each	$161.18
For other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each	$108.46
Carnivals and Circuses	
Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.	
For electric generators and electrically driven rides each	$32.38
For mechanically driven rides and walk-through attractions or displays having electric lighting, each	$32.38
For a system of area and booth lighting, each	$32.38
For permanently installed rides, booth, displays, and attractions, use UNIT FEE SCHEDULE	
Temporary Power Service	
For a temporary service power pole or pedestal, including all pole or pedestal mounted receptacle outlets and appurtenances, each	$86.69
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, firework stands, sales booths, additional pole, etc., each	$42.46
BRANCH CIRCUIT AND UNIT FEE SCHEDULES	
Note: 1. The following do not include permit issuing fees; 2. Where appropriate either fee schedule may be used.	

Service	Fee
Building Plan Check/Inspection	
BRANCH CIRCUIT FEES (Alternate to Unit Fees)	
Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles which are supplied by these branch circuits, including their outlets.	
For 15 or 20 ampere 120 volt lighting or general use receptacles:	
1 to 10 branch circuits inclusive, each	$34.51
11 to 40 branch circuits inclusive, each	$28.66
41 or more branch circuits, each	$25.66
For 15 or 20 ampere 208 volt to 277 volt lighting, each	$54.32
Exception: An individual multiwire circuit supplying one appliance may be counted as one circuit.	
UNIT FEES (Alternate to Branch Circuit Fees)	
Receptacle, Switch, Lighting, or other	
For receptacle, switch, lighting, or other outlets at which current is used or controlled except services, feeders and meters:	
First 20, each	$4.24
Additional outlets, each	$3.01
Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.	
Lighting Fixtures	
For lighting fixtures, sockets, or other lamp holding devices:	
First 20, each	$4.24
Additional fixtures, each	$3.01
For pole or platform mounted lighting fixtures, each	$4.95
For theatrical-type lighting fixtures or assemblies, each	$4.95
Residential Appliances of Three Horsepower or Less	
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter-mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances, not exceeding three (3) horsepower (HP) in rating, each	$21.23
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	

Service	Fee
Building Plan Check/Inspection	
Other Appliances of Three Horsepower or Less	
For any appliance installed in a non-residential occupancy and not exceeding three (3) horsepower (HP), Kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices, food, beverage, and ice cream cabinets, illuminated showcases, drinking fountains, vending machines, laundry machines, or other similar types of equipment, each	$30.78
Note: 1. As used in the above sentence, "non-residential occupancy" includes but is not limited to hotels and motels but excludes apartments and single-family dwellings. 2. For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	
Power Apparatus	
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, with a rating in horsepower (HP) kilowatts (KW), kilovolt amperes (KVA), or kilovolt-amperes-reactive (KVAR) as follows:	
Rating over 3 and not over 10, each	$39.81
Rating over 10 and not over 50, each	$91.65
Rating over 50 and not over 100, each	$171.44
Rating over 100, each	$283.25
Note: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switches, circuit breakers, contactors, thermostats, relays and other directly related control equipment.	
Busways	
For cable trays, trolley and plug-in type busways each 100 feet or fraction thereof	$52.01
Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.	
Signs, Outline Lighting, and Marquees	
For signs, outline lighting systems, or marquees supplied from one branch circuit, each	$77.32
For add branch circuits within the same sign, outline lighting system, or marquee, each	$25.66
Services, Switchboards, Switchboard Sections, Motor Control Centers and Panelboards	
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and not over 399 amperes in rating, each	$77.32
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less, and over 399 amperes to 1,000 amperes in rating, each	$151.62
For services, switchboards, switchboard sections, motor control centers and panelboards over 600 volts, or over 1,000 amperes in rating, each	$322.88
Miscellaneous Apparatus, Conduits and Conductors	
For electrical apparatus, conduits and conductors for which a permit is required but for which no fee in herein set forth	$130.04
Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.	

Service	Fee
Building Plan Check/Inspection	
OTHER ELECTRICAL INSPECTIONS AND FEES	
For each extra inspection resulting from defective workmanship or materials, each	$65.81
For inspection of electrical equipment for which not fee is herein set forth and for emergency inspections for the time consumed	$109.16
Or for each hour, or fraction thereof	$217.79
For any single hazardous location area larger than 2,000 sq. ft. or an aggregate area consisting of smaller hazardous location areas totaling over 2,000 sq. ft., a surcharge in addition to any other applicable fees, each	$435.05
For investigation of alternate materials and methods of Construction	
For the Initial filing fee	$435.58
For each hour or fraction thereof, in excess of two	$217.79
For investigation and review of test reports from local testing laboratories, or to comply with Section 83-3.	
For one (1) to ten (10) items	$502.81
For eleven (11) to twenty (20) items	$1,004.73
For twenty-one (21) to fifty (50) items	$1,507.37
For more than fifty (50) items	$1,675.09
For high voltage switch gears, transformers or substations, each	$1,004.73
Investigation fee for work without a permit shall be equal to the permit fee, but not less than	$669.65
Exception: One and two family structure, wired by owner-builder	$334.73
NOTE: These fees are charged in addition to the permit fee work done.	
Noncompliance Fee:	
For one and two family dwelling occupancies	$201.17
For other occupancies	$402.68
ELECTRICAL PLAN CHECKING	
The plan check fee shall be equal to % of the required permit fee provided,	$0.70
However, the minimum fee shall be:	$217.79
The fee for each tenant improvement plan check (installations requiring review to verify compliance with the State's Electrical Energy Conservation requirements (Title 24), when a building plan check is not required for that work, the fee shall be as follows:	$27.07
Per 1,000 sq. ft. or	$109.16
A minimum plan check fee of	$217.79
For additional review required by complexity of plans, or revisions of approved plans or reports, or for services beyond the first and second plan check, due to changes, errors, or ommissions, per hour	$217.79
PERMIT DOCUMENTATION RETENTION FEE	
0.50% of the Building, Mechanical, Plumbing, $10 minimum	
But no less than	$10.72

Service	Fee
Building Plan Check/Inspection	
MECHANICAL PERMIT FEES	
MECHANICAL WORK DESCRIPTION	
For issuing each permit	$55.03
For the installation, alteration, or relocation of each refrigeration compressor or absorption unit, and for each fuel burning furnace, heater, boiler and vented decorative appliance including vents attached thereto:	
Up to and including 100,000 BTU	$53.96
More than 100,000 BTU and up to and including 500,000 BTU	$104.03
More than 500,000 BTU	$260.25
For each air inlet and air outlet served by any air-conditioning system	$8.49
Or when the number of air inlets and outlets are unknown, for each 1,000 square feet or fraction thereof of conditioned area	$73.95
NOTE: An air-conditioned system includes heating and/or cooling.	
For the installation, relocation or replacement of each appliance vent installed and not included in a appliance permit. VAV (variable air volume) Boxes	$25.66
For the installation or alteration of each air handling unit for air conditioning including ducts attached thereto:	
Up to and including 2,000 CFM	
Each unit up to 10	$25.66
Each unit over 10	$7.97
More than 2,000 CFM and up to and including 10,000 CFM, each	$77.32
More than 10,000 CFM, each	$130.22
NOTE:This fee shall not apply to an air handling unit which is a portion of a factory assembled air-conditioning appliance for which a permit is required elsewhere in this Code.	
For each evaporative cooler other than portable type	$43.52
For ventilation fans which serve a single register:	
Each fan up to 10	$31.85
Each fan over 10	$11.16
For each ventilation system which is not a portion of any air-conditioning system for which a permit is required elsewhere in this Code.	$67.41
For the installation of each commercial kitchen hood, spray booth or product conveying duct system, including the fans and ducts attached thereto	$130.21
For the installation of each fire damper	$21.05
For the alteration of an existing duct system for which a permit is not required elsewhere in this Code.	$53.96
Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than:	$669.65
Exception: 1 or 2 family dwellings, when work is performed by owner-builder:	$334.74
NOTE:These fees are charged in addition to the permit fee work done.	
Noncompliance fee for R-3 occupancies:	$201.16
Noncompliance fee for other occupancies:	$402.67

Service	Fee
Building Plan Check/Inspection	
Alternate material fee (Initial Filing Fee)	$435.58
Per hour	$217.79
NOTE:	
1. For a refrigeration system rating; one horsepower, one ton or 12,000 BTU per hour shall mean the same quantity.	
2. For steam boilers rated in boiler horsepower; one horsepower shall equal 50,000 BTU per hour.	
MECHANICAL PLAN CHECK FEES	
The plan check fee shall be equal to % of the required permit fee provided,	50%
However, the minimum fee shall be:	$217.79
1.Installations where the aggregate BTU input capacity for either comfort heating or comfort cooling is more than 500,000 BTU. Plans shall detail all the mechanical systems proposed, including comfort heating and comfort cooling systems, refrigeration systems and ventilation systems and hoods.	
The plan check fee of the required mechanical permit fee shall be	50%
EXCEPTION: Identical appliances of 100,000 BTU or less, installed in a single building;	
Up to and including 10, (shall be 50% of permit fee)	50%
For each appliance over 10, (an additional 5% of its permit fee)	5%
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:	
(I)A commercial type I or II hood	$334.73
(ii)Garage ventilation systems	$334.73
(iii)Stairs pressurization systems	$334.73
(iv)Product conveying systems	$334.73
The minimum plan checking fee (including all surcharges) shall be	$217.79
2.Installations of the following individual systems:	
(I)A commercial type I or II hood	$502.81
(ii)Garage ventilation systems	$502.81
(iii)Stairs pressurization systems	$502.81
(iv)Product conveying systems	$502.81
3.Tenant improvement installations requiring review to verify compliance with the State's Energy Regulations, when a building permit is not required for that work, of conditioned space, the fee shall be per 1,000 sq. ft.	$53.96
With a minimum fee of	$109.16
In addition to the aforementioned fees, the Chief Mechanical Inspector may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions, or errors on the part of the plan check applicant. (Fees shall be charged per hour)	$217.79
The payment of said charges shall not exempt any person from compliance with other provisions of this Code.	
PERMIT DOCUMENTATION RETENTION FEE	
0.50% of the Building, Mechanical, Plumbing permit but no less than	$10.72

Service	Fee
Building Plan Check/Inspection	
PLUMBING PERMIT FEES	
PLUMBING WORK DESCRIPTION	
For issuing each permit	$55.02
For each plumbing fixture or trap or set of fixtures on one trap (including drainage, vent, water piping and backflow prevention devices therefor), (hose bibbs are considered fixtures)	$32.38
For each permanent-type dishwasher whether individually trapped or not	$32.38
For future stacks or branches, each waste inlet	$17.69
For each roof drain	$32.38
For each drainage or sewer backwater valve	$93.24
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	$32.38
For each swimming pool drainage trap and receptor, whether connected to a building drain or a building sewer (water supply for pool not included)	$32.38
For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system:	
Low pressure system: 5 outlets or less	$32.38
For each additional outlet over five	$8.32
Medium or high pressure system: Each system	$133.58
Additional fee for each outlet	$8.32
For each gas meter not under control and maintenance of the serving gas supplier	$32.38
For each gas pressure regulator other than appliance regulators	$32.38
For each water heater and/or vent	$32.38
For repair or alteration of drainage and/or vent piping, each fixture	$32.38
For each piece of water-treating equipment	$32.38
For each water pressure regulator	$32.38
For potable water not covered elsewhere in fee schedule:	
1-1/2 inch and smaller	$32.38
2 inches to 3 inches	$100.84
Over 3 inches	$217.79
For replacing water piping in a building (1) each fixture, each water treating device and each piece of water-using or dispensing equipment, or (2) each branch or riser that has none of the above items connected thereto	$13.45
For sprinkling systems on any one meter, each backflow prevention device therefor	$32.38
For each backflow-prevention device on unprotected water supplies, pools, tanks, vats, etc. (including incidental water piping)	$32.38
For each trap primer	$32.38
For each solar potable water-heating system, including water heater and vent	$108.45
Investigation fee for work done without a required permit shall be equal to the permit	
fee, but not less than	$669.65
Exception: 1 or 2 family dwellings, when work is performed by owner-builder	$334.73
NOTE: These fees are charged in addition to the permit fee work done.	
Noncompliance fee: R-3 occupancies	$402.67
Other occupancies	$435.58

Service	Fee
Building Plan Check/Inspection	
PLUMBING WORK DESCRIPTION	
For issuing each permit	$55.02
For the connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension)	$93.24
For each house sewer manhole	$93.24
For each installation of a section of house sewer for future use	$60.15
For the connection of each additional building or additional work to a house sewer	$60.15
For the connection of a house sewer to a private sewage disposal system	$60.15
For each private sewage disposal system (septic tank and seepage pits or pits and/or drainfield)	$191.43
For each grey water system (storage tanks and disposal/irrigation fields)	$191.43
For each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drainfield extension or replacement	$93.24
For disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof	$60.15
PLUMBING PLAN CHECKING	
(a)The plan check fee shall be equal to % of the required permit fee provided,	40.00%
However, the minimum fee shall be:	$217.79
All plumbing systems proposed shall be submitted for review when a project (building or premises) taken as a whole has any of the following:	
1.More than 216 waste fixture units;	
2.Potable water supply piping required to be 2" or larger; or	
3.Fuel gas piping required to be 2" or larger or containing medium or high pressure gas.	
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:	
1. Combination waste and vent system	$334.73
2. Gas system containing an earthquake actuated shut-off valve	$116.94
3. Chemical waste system	$66.70
4. Rainwater system	$217.79
The minimum plan checking fee (including all surcharges) shall be	$217.79
(b) For plan checking individual systems not required to be reviewed under Subsection (a) above:	
1. Combination waste and vent systems	$502.81
2. Gas system containing an earthquake actuated shut-off valve	$167.19
3. Chemical waste system	$100.84
4. Rainwater system	$334.73
5. Grey water system	$191.43
(c) In addition to the aforementioned fees, the Inspector may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the applicant. Fees shall be charged per hour.	$217.79
Alternate material fee (Initial Filing Fee)	$435.58
Per hour	$217.79
PERMIT DOCUMENTATION RETENTION FEE	
0.50% of the Building, Mechanical, Plumbing permit but no less than but no less than	$10.72

Service	Fee
Animal Control/License	
DOG LICENSE	
Unaltered dog (per year)	60.00
Altered dog (per year)	22.00
Senior/disabled rate (altered dog) (per year)	10.00
60 years of age or older, with a spayed or neutered pet. One discount per home.	
Late Fee - senior citizen/disabled (per license) - Half of one year license (In addition to license itself)	
Late Fee - all others (per license) - Equal to one year license (In addition to license itself)	
CAT LICENSE	
Unaltered cat (per year)	10.00
Altered cat (per year)	5.00
Late fee (per license) (In addition to license itself)	20.00
Civic Center Parking Fees	
Park and Ride (all day)	1.00
Hourly - per hour (Maximum $5.00)	1.00

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AWARD OF BID AND AGREEMENT FOR CROSSING GUARD SERVICES**

RECOMMENDATION:

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

1. Award Request for Proposal (RFP) No. 202413 to All-City Management Services, Inc. for crossing guard services;

2. Authorize the City Manager to negotiate and execute a Professional Services Agreement and any related documents with All-City Management Services, Inc., in an amount not to exceed $2,128,426 over a five-year term, in such final form as approved by the City Attorney; and

3. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2024-56 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (CROSSING GUARD SERVICES)

BACKGROUND:

In the City of West Covina, twenty-two (22) school locations, across multiple school districts, have crossing guards deployed, working to ensure safety at schools in the morning drop-off and afternoon pick-up hours during the regular school year. Crossing guard services were previously bid and acted upon by the City Council. Most recently, on August 10, 2021 (agenda item No. 2), the City Council authorized a three-year agreement with All-City Management Services to provide crossing guard services through June 30, 2024. As the contract expired, a Request for Proposal (RFP) bid process was conducted. The RFP was posted on Planet Bids on June 5, 2024.

DISCUSSION:

While five (5) prospective bidders downloaded the RFP on Planet Bids, by the bid deadline of June 20, 2024, staff received one bid package, from All-City Management Services. All-City Management Services is the crossing guard industry leader in our region, providing services to over 150 cities/school districts in California, including the nearby cities of Covina, Baldwin Park, Azusa, Diamond Bar, and Pomona. As such, they provide full services, assuming complete responsibility for crossing guard day-to-day operations—this includes recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the program. They have alternate guards on staff, a paging system, and a 24-hour phone number to ensure adequate staffing and immediate response.

All-City Management Services has provided crossing guard services to West Covina since the 2014-15 school year, initially staffing 19 locations with crossing guards, and more recently increasing to 22 locations, responding to the needs of the school districts in the City. While the agreement for crossing guards is through the City, the City partners with the school districts in paying for the crossing guards. West Covina Unified School District and Covina Valley Unified School District together comprise the vast majority of the City's 22 crossing guard locations, and these two school districts have agreements that they pay 50% of their crossing guard costs back to the City. San Jose Charter Academy pays for 2.5 of the crossing guard positions at their three crossing guard locations. The City does not have a cost sharing agreement with Rowland Unified School District for their one school (two crossing guard locations) within City limits.

The Police Department and the school districts have been highly satisfied with All-City Management Service's crossing guard services. The new contract will maintain the existing level of services at 22 locations. All-City Management Services' bid was fully responsive to the requirements of the RFP, and staff recommends awarding the bid for RFP No. 202413 to this vendor and authorizing the City Manager to execute a Professional Services Agreement with All-City Management Services, in such final form as approved by the City Attorney.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form and will finalize the Professional Services Agreement and approve the final form of the agreement prior to execution.

Prepared by: Alex Houston, Police Administrative Services Manager
Additional Approval: Richard Bell, Chief of Police
Additional Approval: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

The City has cost-sharing agreements with local school districts for these services. West Covina Unified School District (USD) and Covina Valley USD comprise the vast majority of the City's 22 crossing guard locations. They have agreements that they pay 50% of their crossing guard costs. San Jose Charter Academy pays for 2.5 of the crossing guard positions at their 3 crossing guard locations. The City does not have a cost sharing agreement with Rowland USD for the 2 crossing guard locations within City limits.

The proposed budget amendment increases both revenues and expenditures for FY 2024-25 for crossing guard services. An additional $90,855 will be needed based on the proposed agreement. The majority of this will be covered by the cost-sharing agreements. Additionally, state mandated revenue is also expected to cover the difference, making the overall impact on the General Fund zero.

Fund 110-General Fund	Current Budget	Proposed Amendment	Amended Budget
Revenue	91,278,595	90,855	91,369,450
Expenditures	76,159,361	90,855	76,250,216
Net Transfers	-15,117,899	-	-15,117,899
Net Change in Fund Balance	**$1,335**	**$0**	**$1,335**

Attachments

Attachment No. 1 - RFP 202413 Pricing Sheet from ACMS
Attachment No. 2 - Budget Resolution
Attachment No. 3 - Draft Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

ATTACHMENT NO. 1

THE CITY OF
WEST COVINA
PURCHASING DIVISION
PHONE (626) 939-8750

REQUEST FOR PROPOSAL

Pricing Sheet (This is not an order)

No. 202413

	Buyer
	Mailed
	Return by

Hourly Breakdown

Crossing Guard Salary (hourly), school year 2024-25:	$18.50 / Supervisor $23.50
Crossing Guard Salary (hourly), school year 2025-26:	$19.50 / Supervisor $24.50
Crossing Guard Salary (hourly), school year 2026-27:	$20.50 / Supervisor $25.50
Crossing Guard Salary (hourly), school year 2027-28:	$21.50 / Supervisor $26.50
Crossing Guard Salary (hourly), school year 2028-29:	$22.50 / Supervisor $27.50
Hourly billing rate, school year 2024-25:	$31.78
Hourly billing rate, school year 2025-26:	$33.67
Hourly billing rate, school year 2026-27:	$35.59
Hourly billing rate, school year 2027-28:	$37.33
Hourly billing rate, school year 2028-29:	$38.63

COST SUMMARY

Crossing Guard services at 22 locations in West Covina, approximately 12,025 hours per school year:

Total school year 2024-25 billing amount:	$382,155.00
Total school year 2025-26 billing amount:	$404,882.00
Total school year 2026-27 billing amount:	$427,970.00
Total school year 2027-28 billing amount:	$448,893.00
Total school year 2028-29 billing amount:	$464,526.00
GRAND TOTAL (5 years)	**$2,128,426.00**

Firm All City Management Services, Inc.
Address 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA
Telephone 310 202 8284 Ext. 107
Fax 310 202 8325

Terms Bi-weekly billing and Net 45 payment
FOB Point
Completion _____ days after receipt of order
Signed

Please see the additional page included with this pricing sheet for compensation details.

Pricing Sheet Compensation Details

The City of West Covina most recent Request for Proposal was awarded in 2021 with All City Management Services, Inc. (ACMS) as the awarded vendor. Our program pricing at the time had wages that were higher than the State of California minimum wage and were competitive in the labor market for 2021.

California Minimum Wage and Labor Market

Since that time, the State of California has had three (3) mandated wage increases since 2021 and most part time jobs currently are paying significantly higher wages than the State of California minimums. Along with a more competitive labor market, in many cases we have transitioned from an older primarily stable workforce to a younger mobile workforce. This new segment of employees is more sensitive to cost-of-living increases and higher wages. This has resulted in consistent turnover with younger employees abruptly leaving when they find higher pay.

Crossing Guard Wages

This has been the case with the City of West Covina program, where many relief guards assigned to other programs turn down working for the city due to the wages provided. The current wage is $16.00 per hour and many of the surrounding programs have wages at $17.50 per hour or higher. For the 2024/2025 school year we are looking to provide a competitive wage of $18.50 per hour for the guards in the City of West Covin and that is comparable to surrounding programs.

Area Supervisor:

The higher program turnover has led to consistent recruitment, hiring and training and this has impacted the Area Supervisor position. We have experienced challenges retaining Area Supervisors for this program with wages at $18.75 per hour. Many surrounding programs have Crossing Guards that make close to the City of West Covina supervisor's rate of pay. We have addressed this by providing a competitive wage for the Area Supervisor of $23.50 for the 2024/2025 school year. Each program we manage is only as strong as the supervision and training provided daily. We feel the increases provided to the Crossing Guards and Area Supervisor will provide the City of West Covina with a sustainable Crossing Guard program.

Other Cost Factors:

In addition to the increase in wages, from 2021 ACMS has experienced increases in all facets of our business. With significant increases in our advertising/recruitment, liability and workers compensation insurance and Crossing Guard supply costs. These increased costs coupled with the need to provide a competitive wage are the driving factors for the rate increase. In 2024/2025 we are looking to have the City of West Covina compensation model comparable to other surrounding programs. Which will increase staffing levels, mitigate the program turnover, improve employee retention/program stability, and allow ACMS to provide the City of West Covina with a model Crossing Guard program.

ATTACHMENT NO. 2

RESOLUTION NO. 2024-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (CROSSING GUARD SERVICES)

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

WHEREAS, on May 7, 2024, the City Manager 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 held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 4, 2024, the City Council adopted a budget for the 2024-2025 Fiscal Year; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2025-04, attached hereto as Exhibit A, for Fiscal Year 2024-25.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of July, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-56 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Fiscal Year 2024-25
Budget Amendment No. 2025-04
Crossing Guard Services

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 110-General Fund			
Revenue	91,278,595	90,855	91,369,450
Expenditures	76,159,361	90,855	76,250,216
Net Transfers	-15,117,899	-	-15,117,899
Net Change in Fund Balance	**$1,335**	**$0**	**$1,335**

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALL-CITY MANAGEMENT SERVICES, INC.
FOR
SCHOOL CROSSING GUARD SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of July 16, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide school crossing guard services, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; 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.

E. Contractor responded to the City's Request for Proposals dated June 5. 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 school crossing guard services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein. Said services shall be provided at the twenty-two (22) locations designated by the City, as set forth in Attachment 1 to Exhibit A. City may add or remove locations by providing written notice to Contractor of any addition or removal.

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

DRAFT

observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Contractor to comply with this section.

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

(a) Meet with 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.

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

1.5. Non-Discrimination. In performing this Agreement, 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.

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

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

DRAFT

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 shall pay Contractor in accordance with the following fee schedule:

(a) For the 2024-2025 school year, City agrees to pay Contractor at a rate of Thirty-One Dollars and Seventy-Eight Cents ($31.78) per hour, per crossing guard, for all locations. Contractor's compensation for the period commencing on the Effective Date and ending June 30, 2025 shall not exceed Three Hundred Eighty-Two Thousand One Hundred Fifty-Five Dollars ($382,155.00).

(b) For the 2025-2026 school year, City agrees to pay Contractor at a rate of Thirty-Three Dollars and Sixty-Seven Cents ($33.67) per hour, per crossing guard, for all locations. Contractor's compensation for the period commencing July 1, 2025 and ending June 30, 2026 shall not exceed Four Hundred Four Thousand Eight Hundred Eighty-Two Dollars ($404,882.00).

(c) For the 2026-2027 school year, City agrees to pay Contractor at a rate of Thirty-Five Dollars and Fifty-Nine Cents ($35.59) per hour, per crossing guard, for all locations. Contractor's compensation for the period commencing July 1, 2026 and ending June 30, 2027 shall not exceed Four Hundred Twenty-Seven Thousand Nine Hundred Seventy Dollars ($427,970.00).

(d) For the 2027-2028 school year, City agrees to pay Contractor at a rate of Thirty-Seven Dollars and Thirty-Three Cents ($37.33) per hour, per crossing guard, for all locations. Contractor's compensation for the period commencing July 1, 2027 and ending June 30, 2028 shall not exceed Four Hundred Forty-Eight Thousand Eight Hundred Ninety-Three Dollars ($448,893.00).

(e) For the 2028-2029 school year, City agrees to pay Contractor at a rate of Thirty-Eight Dollars and Sixty-Three Cents ($38.63) per hour, per crossing guard, for all locations. Contractor's compensation for the period commencing July 1, 2028 and ending June 30, 2029 shall not exceed Four Hundred Sixty-Four Thousand Five Hundred Twenty-Six Dollars ($464,526.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, 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. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services.

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

DRAFT

of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of 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. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule 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 through June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to 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.

DRAFT

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 forty-five (45) 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) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and

DRAFT

property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. 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.

(d) Sexual abuse/molestation liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. Coverage may be provided as part of General Liability coverage or as a separate policy. 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 contract 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 Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

DRAFT

(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.

DRAFT

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. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

All-City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Tel: (800) 540-9290
Email: david@thecrossingguardcompany.com
Attn: David Mecusker

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8536
Email: ahouston@wcpd.org
Attn: Alex Houston

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

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

6.6. Assignment. 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.

6.7. 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

DRAFT

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.

6.8. 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.

6.9. 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.

DRAFT

6.10. 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.

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

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

6.14. Conflict of Interest. 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.

DRAFT

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

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

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

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and 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.

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

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

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

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

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

DRAFT

shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

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

_____ Date: _____
Paulina Morales
City Manager

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

DRAFT

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Date: _____

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Stephanie Sikkema
Acting Human Resources and Risk Management Director

DRAFT

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform school crossing guard services for the City of West Covina at the school districts within the West Covina city limits as identified in Attachment 1. The scope of work shall be as follows:

A. The Contractor shall monitor, supervise, and assure the safety of all school children who utilize intersections and crosswalks while moving to and from school zones.

B. The Contractor shall perform all work to the highest professional standard and in the manner deemed reasonably satisfactory by the Chief of Police or the Chief of Police's designee.

C. The Contractor shall provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall herein be referenced as "Crossing Guards." In the performance of their duties the Contractor and Crossing Guards shall conduct themselves in accordance with the conditions of the agreement between Contractor and the City of West Covina and the laws and codes of the State of California and the City of West Covina.

D. The Contractor shall provide an estimated 12,025 hours per year of crossing guard services by qualified adult crossing guards approved by the City during pre-determined time periods at 22 specific locations throughout the City as shown in the list immediately below. Although the estimated hours above are calculated based on the number of hours per day multiplied by the number of annual school days, the Contractor is required to staff the crossing guard positions whenever the schools modify their schedules to accommodate the academic needs of their students. 12,025 hours is an estimate based on current information. The actual number of hours of crossing guard services provided may be greater or less than 12,025. The Contractor shall be compensated only for the actual hours of crossing guard services provided.

E. The City shall retain the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has power to add to, delete from, or revise the work schedule and/or locations at any time.

F. Contractor shall maintain detailed records and reports of the total number of hours of service provided. These records shall list the names of individuals and numbers of hours worked at each location. These records shall be made available for inspection and audit by the City of West Covina upon request.

G. Contractor shall provide all administrative duties associated with the Crossing Guard Program in the City of West Covina.

H. The Contractor shall utilize only its employees to provide the Crossing Guard Program. The Contractor shall be required to provide for the supervision of all employees

DRAFT

associated with conducting the Crossing Guard Program; including the recruitment, pre-employment screening, hiring, discipline, and termination of employees.

I. Contractor shall provide all facilities, vehicles and other associated equipment related to conducting the Crossing Guard Program. Required equipment shall, at a minimum, include ANSI rated reflectorized traffic safety vests, stop signs, whistles, rain gear, and photo-identification badges.

J. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with handheld Stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the Chief of Police or the Chief's designee.

K. Contractor shall provide all employees with equipment that complies with all applicable laws and established safety standards.

L. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work. The Contractor shall arrange for and provide all substitute employees, ensuring that all designated locations are staffed during the required time periods.

M. The Contractor shall be responsible to coordinate with the affected schools and school district to ensure coverage is provided at designated locations when school schedules are modified and/or changed for any reason that requires children to arrive or depart at a time that is different than the norm.

N. The Contractor shall provide all of the required training for employees selected to be crossing guards. Employees provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California in the City of West Covina pertaining to general pedestrian safety in school crossing areas.

O. The Contractor shall certify that all employees selected to perform the duties of a crossing guard in the City of West Covina have never been convicted of, or pled nolo contendere to, any felony, a crime of moral turpitude, or a crime against children, including, but not limited to, the following:

- Conduct which requires registration under California Penal Code § 290;
- Conduct which requires registration under California Health and Safety Code § 11590;
- Conduct which requires registration under California Penal Code § 457.1;
- Conduct in violation of California Penal Code §§ 220, 245.3 245.5, 261, 264.1, 266(e), 266(h), 266(i), 314, 315, 316, 318, 647(a), 647(b), or 647(d);
- Any offense listed in California Penal Code § 12021;
- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit; Any offense involving the manufacture, sales, possession, or use of a controlled substance, as defined by the California Health and Safety Code;
- Conspiracy or attempt to commit any of the aforementioned offenses.

DRAFT

The Contractor shall not provide Crossing Guards that are:

- Currently, or have been within the past five years, an unlawful user of a controlled substance as defined by the California Health and Safety Code; and/or within a class of persons defined in California Welfare and Institutions Code §§ 8100 or 8103.

In addition, the recruitment process shall incorporate a Pre-Employment Screening Program that includes:

- An employment reference check;
- A criminal background check and a fingerprint check;
- A drug and alcohol screening test;
- Social Security verification; and
- Only documented, authorized Contractor employees are eligible to work or permitted on or in City facilities (Verification of the INS-9 forms must be provided to the City upon request).

In order to establish identity and eligibility to provide services to the City, all Crossing Guards shall provide the City with fingerprints and a recent photograph on an annual basis. Fingerprints shall be taken at a place designated by the City.

P. Any employee whose conduct is not satisfactory, as determined by the City of West Covina, shall be removed from providing crossing guard services in the City of West Covina.

Q. The Contractor shall investigate all public complaints concerning crossing guard services. In the event of a complaint, the Contractor shall contact the West Covina Police Department at (626) 939-8556 within two (2) hours to advise the nature of the complaint and the course of action/remedy/resolution of said complaint. Contractor shall furnish a written report of the incident to the West Covina Police Department within five (5) business days after the occurrence.

DRAFT

ATTACHMENT 1

CROSSING GUARD LOCATIONS

City of West Covina
Crossing Guard Locations

Districts: West Covina USD, Rowland USD, Covina-Valley USD, Private - San Jose Edison Charter, Private - South Hills Academy

	District Name	School Name	Location Name
1	West Covina USD	California Elem	W Bainbridge Ave / Belmont Ave (S/E)
2	West Covina USD	Cameron Elem	E Cameron Ave / S Pima Ave
3	Rowland USD	Hollingworth Elem	E Hollingworth St / S Sentous Ave (N/E)
4	Rowland USD	Hollingworth Elem	La Puente Rd / S Sentous Ave (N/E)
5	West Covina USD	Merced Elem	E Merced Ave / S Butterfield Rd (S/E)
6	West Covina USD	Merced Elem	E Merced Ave / S Lark Ellen Ave (S/E)
7	West Covina USD	Merlinda Elem	E Merced Ave / Valinda Ave (N/E)
8	Covina-Valley USD	Mesa Elem	S Barranca Ave / E Sunset Hill Dr (S/E)
9	West Covina USD	Monte Vista Elem	W Puente Ave / N Nora Ave (N/W)
10	West Covina USD	Orangewood Elem	S Orange Ave / Durness St (S/E)
11	West Covina USD	Orangewood Elem	S Orange Ave / W Yarnell St (N/E)
12	Covina-Valley USD	Rowland Avenue Elem	E Rowland Ave / N Astell Ave (S/E)
13	Covina-Valley USD	Rowland Avenue Elem	E Rowland Ave / N Lark Ellen Ave (N/W)
14	Private - San Jose Edison Charter	San-Jose-Edison Charter	W Alwood St / S Rama Dr (S/W)
15	Private - San Jose Edison Charter	San-Jose-Edison Charter	Tamar Dr / W Alwood St (S/E)
16	Private - San Jose Edison Charter	San-Jose-Edison Charter	Willow Ave / W Farlington St
17	Private - South Hills Academy	South Hills Academy	E Francisquito Ave / S Glenview Rd (N/W)
18	West Covina USD	Vine Elem	E Vine Ave / S Glen Alan Ave (S/E)
19	West Covina USD	Wescove Elem	California Ave / W Vine Ave (S/W)
20	West Covina USD	Wescove Elem	W Vine Ave / S Glenshaw Dr (N/W)
21	Covina-Valley USD	Workman Elem	E Workman Ave / N Phillips Ave (S/E)
22	Covina-Valley USD	Traweek Middle School	Rowland Ave / Neil St.

DRAFT

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **PUBLIC HEARING REGARDING THE WEST COVINA CITYWIDE SEWER SERVICE CHARGE COLLECTION METHOD AND ASSOCIATED REPORT**

RECOMMENDATION:

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

RESOLUTION NO. 2024-52 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING THE SEWER SERVICE CHARGES TO BE COLLECTED ON THE FISCAL YEAR 2024-25 TAX ROLL

BACKGROUND:

From 1968 to 1978, the City of West Covina funded the costs of sewer maintenance and operation through the Improvement Act of 1911, which provided an ad valorem (according to value) levy used to pay for these costs. With the passage of Proposition 13, the revenues generated from the 1911 Act were reduced considerably which made it necessary to find an alternative method of funding sewer maintenance and operation costs. In Fiscal Year 1978-1979, the City Council established the Citywide Sewer Service Charge pursuant to Section 38902 of the Government Code as that alternative method.

The Sewer Service Charge funds the maintenance and operation of the City's sewer system, assuring that lines are clear and flowing properly. This includes routine video inspections, jetting, and cleaning of sewer lines. The fees also fund capital improvements including purchase of sewer equipment and rehabilitation/replacement of sewer mainlines and appurtenances.

The Sewer Service Charge is based on general land use categories: residential and non-residential. A fixed fee is charged for each dwelling unit for residential property and every 667 square feet of floor area for other types of non-residential developments. Properties not connected to the sewer main lines are exempt from the charge.

DISCUSSION:

State law requires that a specific procedure be followed to collect the Citywide Sewer Service Charge on the annual property tax bill. The initial step is to adopt a resolution setting a date for a public hearing on the proposed rates and method of collection. The process requires that public notices be published in a locally circulated newspaper at least once a week for two consecutive weeks with at least five days intervening between the publication dates, with the noticing period commencing on the first date of publication and ending on the fourteenth day. The City exceeded the public hearing notification requirements by publishing a notice three times, with the first notice starting on July 3, 2024, followed by a second public hearing notice published on July 5, 2024, and the third public hearing notice published the following week with at least five days in between, on July 10, 2024. Mailing notices to each property owner is only required when the charges are increased above the current sewer service rate.

The purpose of the public hearing is to give property owners an opportunity to voice their concerns on the method of collection. The most efficient and least costly method of collecting the Citywide Sewer Service Charge is to place it on the annual property tax bill. The Citywide Sewer Service Charge will then be collected at the same time and in the same manner as the general property taxes. If the City Council finds that a majority protest is made by the owners of a majority of separate parcels of property described in the report, then the City Council cannot adopt the report and the sewer service charges must be collected separately from the tax roll.

The proposed Sewer Service Charge will remain the same as Fiscal Year 2023-24 at $82.02 per unit, and will not be increased for the Fiscal Year 2024-2025.

LEGAL REVIEW:

The City Attorney’s office has reviewed the resolution and approved as to form.

Prepared by: Michael Ackerman P.E., City Engineer

Additional Approval: Jo-Anne Burns, Deputy Community Development Director

---

Fiscal Impact

FISCAL IMPACT:

For Fiscal Year 2024-25, the Citywide Sewer Service Charge rates are proposed to remain at $82.02 per unit per year. The projected fund balance for the current year (FY 2023-24) is $9,057,669. The projected revenues for FY 2024-25 inclusive of $3,867,024 in assessments, $244,700 in interest income and $351,100 in ad valorem is $4,462,824. Therefore, total funds available for FY 2024-25 are $13,520,493.

The preliminary operating budget for Fiscal Year 2024-25 is $4,367,813. This includes an administration and overhead charge of $150,882. The administration and overhead costs are derived from support services provided by various departments, including City Manager’s office, City Attorney’s office, City Clerk’s office, Finance Department, and Human Resources Department. Support services include, but are not limited to, payroll, personnel recruitment, insurance claims, audits, budgets, and purchasing.

For Fiscal Year 2024-25, below are the Sewer Capital Improvement Projects scheduled:

Project	FY 2024/2025 Status	FY 2024/2025 Budget	Total Project Budget
CIPP Lining Program	In Progress	$152,600	$457,800
Sewer System Controls & Power	In Progress	315,900	432,544
Lift Station at Quail Valley/Cameron	In Progress	200,000	200,000
Sewer Master Plan Update	In Progress	500,000	500,000
Closed Circuit TV Inspection	In Progress	100,000	100,000

Sewer Main Replacement Area 116-1	In Progress	666,000	666,000
Sewer Main Replacement Area 161-1	In Progress	143,900	143,900
Total:		**$2,078,400**	**$2,500,244**

The Preliminary Financial Report for FY 2024-25 contains the following components:

1. Budget and Revenue Summary
2. Capital Improvement Project Fund
3. Proposed Assessment Rate
4. Revised Projected Reserve (Fiscal Year 2024-25)
5. Preliminary Sewer Charge Roll

There are no legal requirements or formal guidelines for the amount of reserves.

Attachments

Attachment No. 1 - Resolution No. 2024-52

Attachment No.2 - 15 Year Rate History

Attachment No.3 - Preliminary Financial Report for Fiscal Year 2024-25

Attachment No.4 - Sewer Maintenance Capital Improvement Program from 2016 Sewer System Management Plan

Attachment No.5 - 10 Year Fiscal Projection

Attachment No.6 - Sewer Capacity Evalution (Edited in October 2016)

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2024-52

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE SEWER SERVICE CHARGES TO BE COLLECTED ON THE FISCAL YEAR 2024-25 TAX ROLL

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

WHEREAS, on June 26, 1978, in accordance with Section 38902 of the California Government Code, the City Council adopted Resolution No. 5726, establishing a sewer service charge exclusively for sewer operation, maintenance, and capital costs. The City collects the sewer service charge as part of the property tax roll; and

WHEREAS, on April 27, 1987, the City Council adopted Resolution No. 8019, amending Resolution No. 5726 to adjust the schedule of charges so that the fees collected bear a reasonable relationship to the cost of providing the services; and

WHEREAS, on June 6, 2017, the City Council adopted Resolution No. 2017-55, adopting a five-year schedule of annual sewer service charges for Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22; and

WHEREAS, the five-year schedule was adopted following proceedings conducted pursuant to Article XIII D, Section 6(a) of the California Constitution, which was added to the California Constitution in 1996 as part of Proposition 218; and

WHEREAS, in accordance with California Health and Safety Code section 5473, a report has been filed with the City Clerk containing a description of each parcel of real property receiving sewer services and the amount of the charge for each parcel for Fiscal Year 2024-25, computed in conformity with the schedule of charges previously adopted by the City Council (the “Report”); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, there is no proposed increase to the rate of the sewer service charge for Fiscal Year 2024-25; and

WHEREAS, California Health and Safety Code section 5473 et seq. requires the City Council to conduct a public hearing regarding collecting the sewer service charge as part of the tax roll; and

WHEREAS, by Resolution No. 2024-44, adopted on July 2, 2024, the City Council declared its intent to collect the sewer service charges for Fiscal Year 2024-25 on the tax

roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes; and

WHEREAS, by Resolution No. 2024-44, the City Council also set July 16, 2024, at 7:00 p.m. in the City Council Chambers located at 1444 West Garvey Avenue South in the City of West Covina as the time and place for a public hearing (the "Hearing") on the Report; and

WHEREAS, notice of the Hearing was published as required by law; and

WHEREAS, at the Hearing, the City Council heard and considered all objections or protests, if any, to the Report; and

WHEREAS, a protest was not made by the owners of a majority of separate parcels of property described in the Report; and

WHEREAS, the City Council now desires to cause the collection of the sewer service charges as listed in the Report.

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

SECTION 1. The City Council determines that the charges set forth in the Report are correct and approves each such charge. For Fiscal Year 2024-25, the charges shall be collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes.

SECTION 2. The City Clerk is directed to file a copy of the Report with the Los Angeles County Auditor-Controlled pursuant to Section 5473.4 of the California Health and Safety Code.

SECTION 3. 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 16th day of July, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-52 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO.2

West Covina
Citywide Sewer Service Charges
15 Year Rate History

Fiscal Year	Per Dwelling Unit/Month	Per Dwelling Unit/Year
2024-25	$6.84	$82.02
2023-24	$6.84	$82.02
2022-23	$6.84	$82.02
2021-22	$6.84	$82.02
2020-21	$6.51	$78.12
2019-20	$6.20	$74.40
2018-19	$5.91	$70.86
2017-18	$5.62	$67.49
2016-17	$4.69	$56.24
2015-16	$4.61	$55.30
2014-15	$4.59	$55.02
2013-14	$4.54	$54.48
2012-13	$4.44	$53.31
2011-12	$4.36	$52.26
2010-11	$4.19	$50.25

ATTACHMENT NO.3

City of West Covina

Citywide Sewer Service Charge

Fiscal Year 2024/2025
Preliminary Financial Report

Intent Meeting: July 2, 2024
Public Hearing: July 16, 2024

27368 Via Industria
Suite 200
Temecula, CA 92590
T. 951.587.3500|800.755.6864
F. 951.587.3510|888.326.6864

Property Tax Information Line
T.866.807.6864

www.willdan.com

WILLDAN

BUDGET AND REVENUE SUMMARY

City of West Covina Citywide Sewer Service Charge Fiscal Year 2024-25 Estimated Costs for Sewer Maintenance		
Previous Fiscal Year Fund Balance		***$9,057,669***
Revenues		
Assessment Income (Total Balance to Levy)	$3,867,024	
Property Tax Revenue (Ad Valorem)	351,100	
Interest	244,700	
Total Projected Revenue		**$4,462,824**
Expenditures		
Operating		
Maintenance		
Personnel Services	$1,349,854	
Material and Services	13,325	
Professional Services	20,742	
Maintenance Contracts	359,347	
Utilities	9,515	
Vehicles	77,671	
Fuel and Oil	19,944	
Property & Liability Insurance	3,169	
Total Maintenance	**$1,853,567**	
Engineering & Incidental		
Personnel Services	$21,022	
Materials & Services	11,174	
Consultant Services	28,577	
Property & Liability Insurance	3,169	
Administration & Overhead	150,882	
Capital Assests	2,278,400	
Total Engineering & Incidental	**$2,493,225**	
Community Enhancement		
Personnel Services	$21,022	
Total Community Enhancement	**$21,022**	
Capital Improvement [1]	$2,078,400	
Total Operating and Capital Budget		**$6,446,213**
Ending Fund Balance		***$7,074,280***

[1] See Capital Improvement Project Fund Section

CAPITAL IMPROVEMENT PROJECT FUND

For Fiscal Year 2024/2025, below are the Capital Improvement Projects:

Project	FY 2024/2025 Status	FY 2024/2025 Budget	Total Project Budget
CIPP Lining Program	In Progress	$152,600	$457,800
Sewer System Controls & Power	Upcoming	315,900	432,544
Lift Station at Quail Valley/Cameron	Upcoming	200,000	200,000
Sewer Master Plan Update	Upcoming	500,000	500,000
Closed Circuit TV Inspection	Upcoming	100,000	100,000
Sewer Main Replacement Area 116-1	Upcoming	666,000	666,000
Sewer Main Replacement Area 161-1	Upcoming	143,900	143,900
Total:		**$2,078,400**	**$2,500,244**

ASSESSMENT RATE

For FY 2024/2025, the rate will remain the same as FY 2023/2024 at $82.02 per unit.

Residential	1 DU = 1 unit
Commercial	667 sq ft = 1 unit

REVISED PROJECTED RESERVE

Projected Reserve Fiscal Year 2024/2025	
Fund Balance (as of 6/30/24)	**$9,057,669**
Projected Revenue for FY 2024/2025	4,462,824
Appropriations (Operating & Capital) for FY 2024/2025	(6,446,213)
Projected Fund Balance (as of 6/30/25)	**$7,074,280**

PRELIMINARY SEWER CHARGE ROLL

The FY 2024/2025 preliminary sewer charge roll is voluminous, has been submitted to the City Clerk, and is hereby included by reference.

Table 3
Sewer Maintenance Capital Improvement Program

Project Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
	$ 900,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cameron Avenue Sewer Rehabilitation									
Azusa Lift Station Construction	600,000	-	-	-	-	-	-	-	-
Closed Circuit TV inspection	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
New Sewer Maintenance Truck and Camera	190,000	-	-	-	-	-	-	-	-
Sewer Cured In Place Pipe Lining	152,600	152,600	152,600	152,600	152,600	152,600	152,600	152,600	152,600
	-	1,345,200	-	-	-	-	-	-	-
82-1; Sewer Main Replacement Area 82									
POWER; Install Emergency Backup Power at City Lift Stations	-	64,800	-	-	-	-	-	64,800	259,200
SCADA; Install SCADA Controls at City Lift Stations	-	56,700	56,700	-	56,700	56,700	-	56,700	56,700
4-1; Sewer Main Replacement Area 4	-	-	286,400	-	-	-	-	-	-
80-1; Sewer Main Replacement Area 80	-	-	-	-	-	-	-	-	-
116-3; Sewer Main Replacement Area	-	-	254,000	-	-	-	-	-	-
62-2; Sewer Main Replacement Area 62	-	-	-	191,800	-	-	-	-	-
116-2; Sewer Main Replacement Area	-	-	-	825,000	-	-	-	-	-
132-1; Sewer Main Replacement Area	-	-	-	390,700	-	-	-	-	-
117-1; Sewer Main Replacement Area	-	-	-	-	939,100	-	-	-	-
82-3; Sewer Main Replacement Area 82	-	-	-	-	-	804,200	-	-	-
82-4; Sewer Main Replacement Area 82	-	-	-	-	-	399,200	-	-	-
62-1; Sewer Main Replacement Area 62	-	-	-	-	-	-	1,359,800	-	-
82-2; Sewer Main Replacement Area 82	-	-	-	-	-	-	-	1,391,400	-
116-1; Sewer Main Replacement Area	-	-	-	-	-	-	-	-	666,000
161-1; Sewer Main Replacement Area	-	-	-	-	-	-	-	-	143,900
Total	$ 1,942,600	$ 1,719,300	$ 849,700	$ 1,660,100	$ 1,248,400	$ 1,512,700	$ 1,612,400	$ 1,765,500	$ 1,378,400

Outstanding Debt Service

Based on review of the City's financial documents, as well as discussions with the City, it is our understanding that the City does not have any outstanding sewer related debt. For the purpose of this Analysis, any forecasted future debt is assumed to have a 1.50X debt service coverage requirement.

General Assumptions

In order to develop the financial and rate projections, certain assumptions were made with regard to elements of the Analysis. A summary of those assumptions is presented below.

Growth

Based on discussion with the City, the Utility is mostly built-out. As such, it was assumed that growth in the Utility's customer base, and requisite flows, would be 0.0% per year during the forecast period.

Operating Projections

For the purposes of forecasting Operating requirements of the Utility, the following escalation factors are use for the various budget line-items.

- Personnel Services – 5.0%
- Materials & Services – 3.0%
- Capital Assets – 2.0%
- Allocations – 3.0%

ATTACHMENT NO.5

West Covina Citywide Sewer Charges
10 Year Fiscal Projection

Percent Increase	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Fiscal Year	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**30-31**	**31-32**	**32-33**	**33-34**
Assessment Income	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**	**$3,867,024**
Interest [1]	244,700	14,149	13,615	12,811	11,727	10,355	8,685	6,708	4,414	1,793
Property Tax Revenue (Ad Valorem)	351,100	351,100	351,100	351,100	351,100	351,100	351,100	351,100	351,100	351,100
Prior Year Balance	9,057,669	7,074,280	6,807,706	6,405,632	5,863,741	5,177,580	4,342,567	3,353,979	2,206,952	896,476
Total Funding	**$13,520,493**	**$11,306,553**	**$11,039,445**	**$10,636,568**	**$10,093,592**	**$9,406,059**	**$8,569,376**	**$7,578,811**	**$6,429,490**	**$5,116,393**
Maintenance Costs [2]	4,367,813	4,498,847	4,633,813	4,772,827	4,916,012	5,063,492	5,215,397	5,371,859	5,533,015	5,699,005
Capital Improvements	2,078,400	0	0	0	0	0	0	0	0	0
Total Cost	**$6,446,213**	**$4,498,847**	**$4,633,813**	**$4,772,827**	**$4,916,012**	**$5,063,492**	**$5,215,397**	**$5,371,859**	**$5,533,015**	**$5,699,005**
Ending Balance	**$7,074,280**	**$6,807,706**	**$6,405,632**	**$5,863,741**	**$5,177,580**	**$4,342,567**	**$3,353,979**	**$2,206,952**	**$896,476**	**($582,613)**
Cash Flow	(1,983,389)	(266,575)	(402,073)	(541,892)	(686,160)	(835,013)	(988,588)	(1,147,027)	(1,310,477)	(1,479,088)
Over/Under	7,074,280	6,807,706	6,405,632	5,863,741	5,177,580	4,342,567	3,353,979	2,206,952	896,476	(582,613)
Charges per Unit	$82.02	$82.02	$82.02	$82.02	$82.02	$82.02	$82.02	$82.02	$82.02	$82.02

Notes: [1] Interest is 0.4% of one-half of the previous year ending balance.

[2] 3% increase in maintenance cost each year due to inflation.

City of West Covina
SEWER SYSTEM CAPACITY EVALUATION
2008-2009, Edited October 2016

The City's previous system capacity analysis was completed in 2009. Since there have been no significant capital improvements since then, the hydraulic model was not updated in this SSMP report. The primary purpose of this Appendix is to capture the methodology that was used in developing the 2009 sewer capacity analysis. The primary update of this Appendix is the cost of the recommended Capital Improvement Projects. The updated (2016 dollars) estimate project costs are provided in Appendix 'P'. These estimates reflect the cost to replace select pipe segments at certain locations as determined by operating condition. Appendix 'P' includes a more detailed list of recommended CIP projects that considers both calculated pipe operating condition as well as feasibility of updating adjacent pipe segments of differing capacity thresholds as part of the same project rather than as separate projects. The exhibits of the recommended project locations provided in Appendix 'O-1' have not been updated in this report as the hydraulic model has not changed.

Introduction and Summary

The City owns and operates its local wastewater collection system consisting of approximately 227 miles of gravity flow sewer pipelines and two segments of force main (varying in size from 4-inch to 18-inch pipe) and 5,187 manholes. The existing sewer system discharges to trunk sewers that are owned and operated by the County Sanitation Districts of Los Angeles County and to the adjacent Cities of Baldwin Park and Covina, and some areas of unincorporated county.

The purpose of this evaluation is to identify deficiencies in the existing sewer mainline system, recommend alternatives to eliminate the deficiencies, prioritize the deficient reaches, and provide the City with a basis on which to build a future infrastructure management system.

The 227 miles of local sewer were modeled using HYDRA® 6.4 by PIZER. Of the total length, approximately 19,096 feet of the existing system were identified as being critically capacity deficient (Greater than 85% full). These are grouped as priority-one projects requiring timely resolution. The deficient reaches of sewer mainlines are located within SMZs 4, 62, 80, 82, 116, 117, 132 and 161. Please refer to exhibit maps A, B, & C in this Appendix 'O-1' for the deficient reach locations. The cost to repair the deficient reaches is estimated to be $8,820,000. Those pipe segments classed as seriously capacity deficient, approximately 30,048 feet of the existing system (between 64% and 85% full), are grouped as priority-two projects requiring resolution in the near future. The deficient reaches of sewer mainlines are located within SMZs 2, 4, 5, 62, 74, 75, 80, 81, 82, 83, 105, 116, 117, 132, 139, 140, 151, 153 and 161. Please refer to exhibit maps A, B, & C in this Appendix 'O-1' for the deficient reach locations. The cost to repair the deficient reaches is estimated to be $11,840,000.

The modeling function was performed utilizing generally accepted sewage generation coefficients in the Los Angeles county region, and land use zoning as shown on a CAD file map identified as: "annZoning CAD Map 04-06" received on December 29, 2008. The zoning map was utilized as representative of the City's current development condition. This map was overlaid on the sewer system map, developed as part of this project, thereby allowing the modeler to apply the sewage generation coefficients for the respective land zoning within each SMZ throughout the City. This method resulted in defining the cumulative sewage generated and carried through the piping within each SMZ and delivered to the receiving system. However, there was no flow monitoring performed to otherwise validate the modeling data result. In months and years ahead, as maintenance inspections are performed, the modeled areas nearing capacity should be closely monitored for signs of exceeding capacity in order to avoid SSOs, and to refine design parameters for replacement.

As future land use changes occur in the General Plan, the model should be updated to reflect consequences of such changes. The model should also be updated to reflect flow monitoring results as well as the construction of new relief facilities, upgrades, and/or the construction of new sewer lines in order to be fully representative of the community sewer system.

Study Approach

The following tasks were performed in the preparation of this Sewer System Capacity Evaluation Report.

1. The City provided copies of existing sewer system as-built construction plans for use in preparing the initial GIS sewer system mapping and attributes base and for the exhibit maps A, B & C of this Appendix 'O-1'.
2. The City provided an electronic CAD file of its land use zoning map for use in creating an overlay map of the parcels and sewer maintenance zones in the city system.
3. Willdan developed a computer model (Pizer Hydra) of the City wastewater collection system utilizing the above data.
4. Analysis of the existing wastewater collection system capacity and determination of any capacity deficiencies (refer to the deficiency criteria section of this report and see the exhibit maps in this Appendix 'O-1').
5. Development of recommendations for system improvements to correct deficiencies.
6. Preparation of cost estimates for the recommended improvements.
7. Preparation of evaluation findings and recommendations to correct identified deficiencies in a Sewer System Capacity Evaluation Report (this Appendix).

System Criteria and Alternatives

In designing or evaluating a wastewater collection system, the engineer must establish certain criteria upon which to base the design. These include such things as available pipe sizes,

materials, slope, bury or cover, connections, etc. Such criteria are established to ensure that the wastewater collection system can operate effectively under all flow conditions. Each pipe segment must be capable of carrying the peak flows without surcharging the system. Surcharging the system occurs when the pipe is flowing under pressure. However, many of the initial design assumptions are unnecessary in the analysis of a collection system when the pipe already exists and its diameter and slope are fixed.

In the analysis of an existing sewer system, the Hydra program compares the capacity of each pipe in the system with the peak wastewater flow projected for that particular link or reach of pipe. If the existing pipe size is surcharged, the Hydra program automatically increases the pipe diameter to the next largest standard pipe size that will carry the design flow without being surcharged. At a minimum, all pipes should be 8 inches or larger in diameter and the velocity of flow in the pipe should be greater than 2 feet per second (ft/s). This velocity will prevent deposition of solids in the sewer and help to re-suspend any materials that may have already settled in the pipe. The minimum corresponding slopes to maintain 2 ft/s for various pipe sizes are shown in Table 1.

Table 1
Minimum Pipe Slopes ft/ft

Sewer Size	Slope
8"	0.0028
10"	0.0021
12"	0.0016
15"	0.0012
18"	0.0010

It is important to note that the slopes listed above assume the depth of flow in the pipe is 0.64 percent full. If there is insufficient flow to create this condition, greater slopes than those shown may be required in order to maintain the minimum self cleaning velocity condition.

The design and analysis of gravity sewer pipes is typically based upon the depth to diameter ratio (d/D). Common design criteria for proposed new sewer design is 0.50 (50% full) for 8 to 15-inch diameter pipes and 0.75 (75% full) for 18-inch and larger pipes. The area above the water surface (residual capacity) helps to keep the sewage aerated, reducing the possibility of septic conditions and odors. Existing wastewater systems are typically allowed to flow with less residual capacity because development and redevelopment has occurred or is foreseeable in the near future.

This report establishes the hydraulic design criteria for existing sewer pipes by classifying "over capacity" pipes as any with a d/D greater than 0.64. This d/D ratio was arrived at by taking 75 percent of the depth to diameter ratio of a pipe having maximum stable flow capacity, which is at a d/D of 0.85 (75% of 85% is 64%). The area above a d/D of 0.85 is considered hydraulically unstable. This reduction results in approximately 35 percent of the pipe's full flow capacity being reserved for variations in discharges, periodic peaking of

flow, seasonal variations and minor or temporary obstructions. Again, this residual capacity helps to keep the sewage aerated, reducing the possibility of septic conditions and odors.

The residual capacity allows for the possibility that actual wastewater flows may be slightly higher than anticipated, especially during the hours when instantaneous or intermittent peaks may occur. These peaks are generally observed between the hours of 6:00 a.m. and 8:00 a.m. Monday thru Friday and between the hours of 9:00 a.m. and 11:00 a.m. Saturday and Sunday. Peak flows may also be observed during rainfall events due to inflow and infiltration conditions.

Exhibit maps A, B, & C in Appendix 'O-1' shows the pipes that are capacity deficient per the 0.64 criteria and also shows the pipes that are deficient per the 0.50 criteria. Only the pipes that exceed the 0.64 criteria are recommended for correction projects.

The design capacity of a gravity pipeline is the calculated capacity of the pipeline based on the Manning formula:

$Q=1.486\ R^{2/3}\ S^{1/2}\ /n$ where, Q = flow in cubic feet per second
R = hydraulic radius in feet = A/ P
A = cross-sectional area of the pipe in square feet
P = wetted perimeter in feet
S = slope of the pipe in feet of rise per foot of length
n = Manning's friction factor

Sewer system capacity is established using a Manning's fiction factor of 0.013 for vitrified clay pipe.

Alternatives

The following alternatives were considered in developing the recommended schedule of deficiency correction projects.

1. Construction of a parallel sewer facility to carry the excess sewage flow is an obvious solution to most of the deficiencies; however, this solution is not necessarily the most economical or practical approach. In some instances rerouting of tributary areas or the construction of a single relief sewer line can be planned in such a way that it will relieve several main sewer lines thereby avoiding the construction of parallel or replacement facilities and the related cost.

2. In other instances, replacement of the existing sewer with a larger size may be the preferred alternative. The replacement or upsizing of the line may include open trench installation or pipe bursting (if surrounding condition are conducive), and the use of temporary bypass pumping. The decision as to which correction alternative to construct is typically made just prior to the design phase after careful consideration of all design constraints such as existing utilities and the costs associated with potential

utility relocation to provide additional space for the construction of a replacement sewer line.

The engineer's opinion of budget figures (See Appendix 'P') was prepared based on the cost to remove and replace the existing sewer with a larger size, as this is the most conservative cost approach.

It is suggested the where the depth of flow exceeds the design criteria of 0.64 d/D, but does not exceed the maximum stable flow capacity of 0.85 d/D, that consideration be given to allowing these sewers to flow in a slightly overloaded condition in lieu of building a more costly relief facility. This overloading occurs only during peak flow conditions that are short in duration. However, the City should frequently monitor these sewers in order to under take a future corrective action as the overloading problem becomes worse.

Analysis of Existing Sewer System

The City's sewer system was modeled using Pizer Hydra Ver. 6.4. The Hydra program is designed to provide analysis of both the existing sewer system and the design of any new sewer lines.

After defining (laying out) the existing sewer system, the network was divided into 179 SMZ's or sewer drainage areas, based upon city sewer records, for input into the computer model. The input data consisted of a numerical designation for each manhole and length of sewer pipe between manholes, the slope of the line, and flow line elevation of each manhole.

Computation of Wastewater Inflows

Once the schematic of the sewer system network was established, data was compiled on each SMZ, General Plan land uses (zoning), and related factors that affect the volume of wastewater generated. Next, it was necessary to compute the area of each type of land use; e.g., low-density residential, medium-density residential, high-density residential, commercial, industrial, schools, etc., within each drainage boundary. The unit flow coefficients (see Table 2) were then applied to the computed areas of land use within each SMZ. The unit flow coefficients, when applied to the land use areas, provide peak flow rates for each particular land use category. The wastewater inflows calculated for the various land use categories within the SMZ were then accumulated to provide the calculated peak flow for the entire drainage area. The accumulation of estimated wastewater flow is accomplished totally within the computer program.

Table 2
Unit Flow Coefficients for Peak Flow Rates

Zone	Cu. Ft. per sec. per acre	Gallons per day per acre
R-1	0.004	2585
R2	0.008	5171
R3	0.012	7756

R-P, Commercial	0.015	9695
Manufacturing	0.021	13573
Institutional	0.015	9695

Flow Monitoring

There was no flow monitoring performed under the contract services for preparation of this SSMP. However, flow confirmation work can be undertaken at any time in the future. Typically, as maintenance inspection findings indicate changed pipeline capacity conditions for those pipe segments near capacity as indicated in the modeling evaluation results. Flow monitoring results can be used to verify and/or calibrate the sewer flow modeling work for a SMZ as affected by changes in development or observed manhole inspections of flow conditions. Also, additional future flow monitoring is recommended at near capacity locations, during periods of rain, to verify or deny potential inflow and infiltration problems, and to refine design parameters, especially for the higher density residential zones.

For each site monitored, the flow data should be reviewed and compared to the contributing SMZ area. The peak monitored flow rate must be compared to the design flow rate and the shape of the outflow curve compared to the SMZ modeled result. An expected difference between the monitored flow and the design flow is between 150 to 250 percent. This difference is expected because the design flow rate includes the maximum flow rate expected from each development type which contains both wet weather inflow/infiltration and design peaking safety factors.

Summary of Findings and Recommendations

Within the initial introduction and summary section, both the critically deficient (> 85% full) and seriously deficient (between 64% and 85% full) pipe segments were described and referenced. Before undertaking design and construction or identifying further project priorities, the performance of select flow monitoring is recommended at crucial locations, especially during periods of rain to verify or deny any potential inflow and infiltration problems. Also to confirm the actual in-system flow conditions which can and do vary do to water usage and customer practices in waste disposal. The findings identified in this evaluation and report are for planning guidance in addressing the sewer system capacity conditions. Further pre-design refinement and analysis will be necessary before initiation of a final design of improvements for the facilities is under taken.

In the event of any land use changes to the General Plan, upon which this study was based, the model should be updated to reflect the consequences of such changes. The model should also be updated to reflect the construction of new sewer lines.

Recommended Deficiency Correction Projects

Presented in the engineer's opinion of cost (Appendix 'P') is a remove and replace approach to correct the identified deficient pipe segments. This is usually a conservative approach to costing and should be refined by thorough engineering evaluation and assessment of the specific conditions and replacement options before proceeding with a specific correction project.

The following criteria for defining and prioritizing relief facility need was used:

Priority 1

Sewers with critical deficiencies of $d/D > 0.85$, are recommended for correction first. Sewers meeting these criteria are ranked highest.

Priority 2

Sewers with critical deficiencies of $0.64 < d/D < 0.85$ are recommended for correction second. Sewers meeting these criteria are ranked lower.

Priority 3

Sewers with a $d/D < 0.64$ are not capacity deficient; therefore, are not ranked here.

Sewer System Improvements Costs

The unit prices shown in the engineer's opinion of cost (see Appendix 'P') represent the anticipated construction cost only as applicable for mid 2016. Bid prices received on jobs of similar nature in Southern California area were one source of information used to derive the cost figure. In addition, manufacturers, suppliers of material and equipment, and local contractors were consulted on various cost items. An additional 35% of construction cost is added to cover the cost of contingencies, design engineering, contract administration and construction observation.

The engineer's opinion of cost does not include an adjustment for inflation. Construction costs can be expected to fluctuate as corresponding changes occur in the national or local economy. One available indicator of these changes is the Engineering News-Record Construction Cost Index for the Los Angeles metropolitan area. This index is compiled from actual construction cost data for materials and labor and is reported in Engineering News-Record magazine. It is suggested that this index be used to update the unit prices presented in Appendix 'P' and in adjusting the estimate from the date of the initial estimates.

Financing of Improvements

General

Funding considerations are often the deciding factor in scoping and implementation of a project. There are, of course, numerous methods or mix of methods, which could be used to finance the implementation of a sewer system capital improvement plan (CIP), and the ongoing operations and maintenance activities. Among these methods are:

1. Pay-as-You-Go Financing (rates, fees and charges based)
2. State Assistance Programs
3. Municipal Securities
4. Improvement Districts
5. Federal Assistance Programs

In the discussion that follows, the above funding options are briefly described and their adaptability to specific circumstances of a sewer system CIP are noted. In evaluating specific funding programs, services of financial and legal experts in such issues are recommended.

Methods of Financing

1. Pay-as-You-Go Financing:

   Development of cash reserves or capital improvement funds, from an agency's revenue base, is often referred to as "pay-as-you-go" funding. This method avoids interest payments on other types of debt financing. Under this form of financing, the initial capital cost of a project must be accumulated in advance of construction, which can cause a delay in project implementation. If delay is not a crucial factor, this is a cost effective method due to the absence of debt financing costs. This method has sometimes been used together with various forms of short-term financing to construct needed sewer infrastructure.

2. State Assistance Programs:

   Under the rules and regulations of the Federal Water Pollution Control Act (Clean Water Act or CWA) and the Federal Safe Drinking Water Act (SDWA), the State has enacted the Clean Water State Revolving Fund (CWSRF) and the Drinking Water Revolving Fund (DWSRF), respectively. These programs are funded by Federal grants, State funds and Revenue bonds. The CWSRF Loan Program provides low-interest loan funding for construction of publicly-owned wastewater treatment facilities, sewers, sewer interceptors, water recycling facilities, as well as implementation of non-point source (NPS) projects or programs. There are different types of funding assistance available under these programs.

www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/

The Department of Water Resources administers the State bond law programs for Water supply/Water quality, Water conservation, Flood management and Regional water management. www.grantsloans.water.ca.gov

The State Water Resources Control Board administers the State revolving fund loans, Water recycling grants & loans, Small community grants, Agricultural drainage loans, Agricultural drainage management loans, Clean beaches initiative grants, Agricultural water quality grants, Areas of special biological significance (ASBS) grants, Storm water grants, and Santa Monica bay restoration commission grants. www.waterboards.ca.gov

The State Department of Public Health administers the DWSRF, Proposition 84 funding for public water systems, and Proposition 50 for the water security, clean drinking water, coastal and beach protection act of 2002 loans. www.cdph.ca.gov

Various types of infrastructure improvement/construction loans can be arranged through the California Infrastructure and Economic Development Bank (IBank)
www.ibank,ca,gov

Limited amounts of public works grant funds have been available to agencies from the State Office of Economic Development. Use of such grant funds must result in the creation of new, permanent jobs in the private sector. In order to ensure that the funds are ultimately assisting those in most need, projects eligible for consideration must be those in areas designated eligible for HUD Urban Development Action Grants (UDAG), EDA Sudden or Long-term Economic Deterioration, or EDA Designated Special Impact Area.

3. Municipal Securities:

Historically, general obligation bonds (GOB's) had been a prevalent method of financing various public works improvements. They are secured by an agency's total assets and payable from ad valorem taxes levied on all taxable properties within the agency's boundary. However, the Jarvis-Gann Amendment (Proposition 13 of 1978) prohibits the levying of ad valorem property taxes beyond pre-existing authorizations and levels (pre-July 1, 1978). Therefore, authorization and issuance of GOB's is not considered feasible under current law.

An option to GOB's is the issuance of a specific type note or bond form, such as a revenue anticipation note (RAN) or a tax anticipation note (TAN) or a certificate of participation (COP) or various combinations of available authorities that can be used to fund public infrastructure needs. These types of municipal securities (Munis) are generally tax-exempt and commonly used to fund public works infrastructure and facilities. Many states also exempt their securities from their own taxes, which makes those securities particularly attractive investments for their own residents.

TAN's and RAN's are instruments backed by anticipated taxes or revenues respectively. When these types of notes are considered for funding of needed infrastructure, a specified source of tax or revenue stream is identified and pledged for repayment of the debt. For example, with sewer facilities, all or a portion of the sewer service revenue fees/charges could be used as backing for the debt instrument selected. Then other local revenue sources could be considered for ongoing operations and maintenance (O&M) or some acceptable mix and match of funds specified to secure the debt and accomplish the O&M.

COP's are another form of municipal funding instrument available. These generally require the facility improvement being funded to be named as security for the investment with a lease back of the facility by the municipality. In turn, the municipality pledges some revenue stream(s) that would be used to repay the investor held notes.

When Munis are being considered for funding of improvements, consultation with an experienced and qualified financing consultant and bond counsel are a must.

4. Improvement Districts:

In general, special assessment district procedures have been established by statute to provide for financing of construction and/or acquisition of public works improvements, such as sewer systems, and for assessing the cost of such improvements to the benefiting properties. Under all assessment proceedings, the cost of the work is assessed against properties within the benefited area. The assessments are levied in specific amounts against each individual property on the basis of the benefit each parcel receives. The property owner may pay the assessment in cash during the cash collection period of 30 days. But, if any assessments are not paid in cash during that period, bonds are usually issued to represent the unpaid assessments and the benefited properties are assessed on their annual property tax bill over a usual period of 10 to 20 years.

The City of West Covina utilizes Government Code Section 38902 to establish sewer service charges. While an assessment district proceeding may be a reasonable and equitable means for financing sewer system improvements, further evaluation and stakeholder involvement is a usual practice to determine the viability and practicality of utilizing such financing method.

5. Federal Assistance Programs:

There are, and have been, a series of federal grant and loan programs which may be applicable to public infrastructure projects. However, the qualification criteria for such programs vary from time to time and their funding or continuation is subject to congressional appropriations. Therefore, such programs should not be considered as a likely source of funds unless a funding commitment letter has been received.

Historically, federal programs administered by the Economic Development Administration (EDA) provide financial and technical assistance to aid the economic development of areas with high unemployment or low family income levels. Communities must make long-range plans for economic growth in order to be eligible for EDA financial assistance, in the form of grants and loans for public works and

development that generates jobs and economic opportunity. Typical public works projects include construction of roads, water and sewer lines, and public facilities. To determine the status requires timely monitoring.

Under the rules and regulations of the Housing and Community Development Act of 1974, the Community Development Block Grant (CDBG) program can fund housing and community development needs. This includes part or all of improvements necessary to upgrade existing sewer facilities. Those qualifying geographic areas within the City that have the greatest overall deficiency in physical infrastructure receive the highest priority according to CDBG criteria. When the sewer system has a defined deficiency, then it is appropriate to use CDBG funds to meet health and safety standards as well as to encourage up-grading of abutting housing and physical environment.

The primary statutory objective of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons of low- and moderate-income. Communities receiving CDBG funds through the State may use the funds for many kinds of community development activities including, but not limited to:

- acquisition of property for public purposes;
- construction or reconstruction of streets, water and sewer facilities, neighborhood centers, recreation facilities, and other public works;
- demolition;
- rehabilitation of public and private buildings;
- public services;
- planning activities;
- assistance to nonprofit entities for community development activities; and
- assistance to private, for profit entities to carry out economic development activities (including assistance to micro-enterprises).

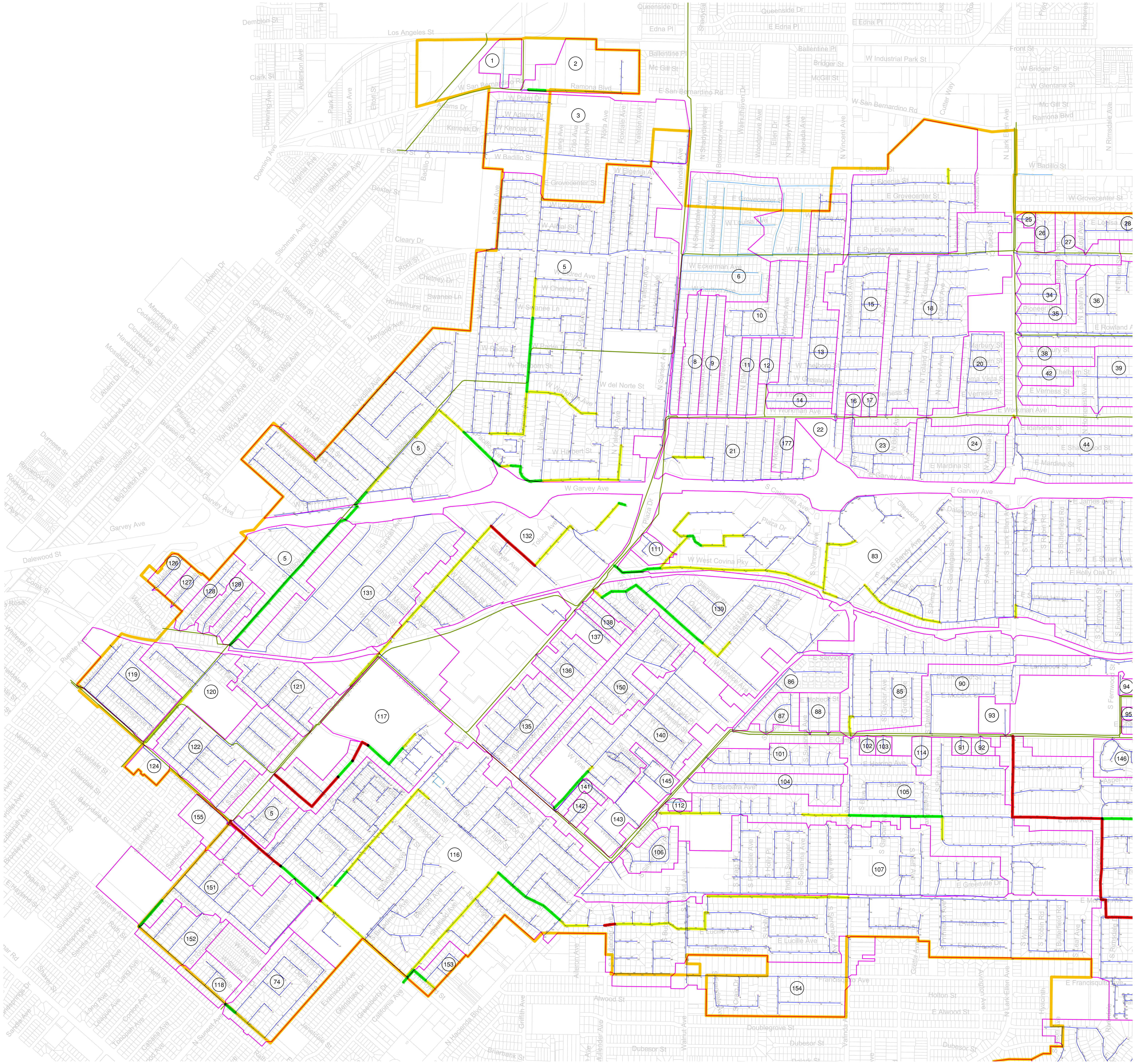
www.hcd.ca.gov/ca/cdbg/about/html

The United State Department of Agriculture Rural Development Program provides communities with population less than 50,000 a variety of direct-guaranteed-loans and /or grants. These include water and wastewater system improvement funding.

www.rurdev.usa.gov/ca

APPENDIX ‘O-1’

Sewer System Capacity Analysis
Deficient Pipes Exhibits



SEE EXHIBIT B

SEE EXHIBIT C

LEGEND:

- EXISTING CSD TRUNK SEWERS
- SANITARY SEWER PIPE
- 0.85 < d/D
- 0.64 < d/D < 0.85
- 0.50 < d/D < 0.64
- CITY BOUNDARY
- SEWER DRAINAGE AREA BORDER
- (108) SEWER MAINTENANCE ZONE

PLAN
SCALE: 1"=600'
600 300 0 600 1200
SCALE FEET

APPENDIX O:

SEWER SYSTEM CAPACITY ANALYSIS DEFICIENT PIPES EXHIBIT A

WILLDAN Engineering
2401 E. Katella Avenue, Suite 450
Anaheim, CA 92806
(714)978-8200 fax (714)978-8299

SEE EXHIBIT A

SEE EXHIBIT C

LEGEND:

- EXISTING CSD TRUNK SEWERS
- SANITARY SEWER PIPE
- 0.85 < d/D
- 0.64 < d/D < 0.85
- 0.50 < d/D < 0.64
- CITY BOUNDARY
- SEWER DRAINAGE AREA BORDER
- (108) SEWER MAINTENANCE ZONE

PLAN
SCALE: 1"=600'

600 300 0 600 1200
SCALE FEET

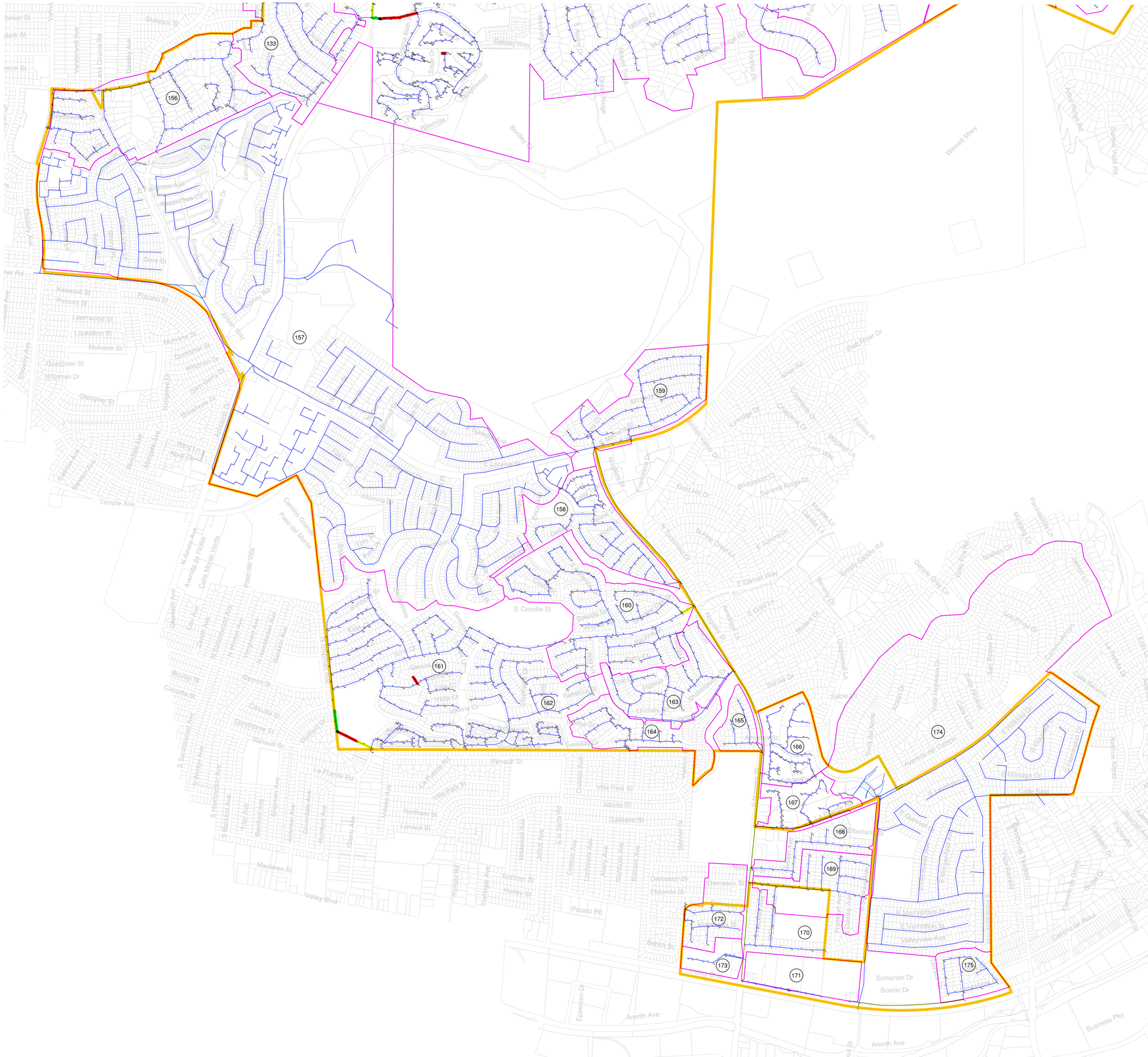
APPENDIX O:

SEWER SYSTEM
CAPACITY ANALYSIS
DEFICIENT PIPES
EXHIBIT B

WILLDAN Engineering
2401 E. Katella Avenue, Suite 450
Anaheim, CA 92806
(714)978-8200 fax (714)978-8299

SEE EXHIBIT A

SEE EXHIBIT B



LEGEND:

- EXISTING CSD TRUNK SEWERS
- SANITARY SEWER PIPE
- 0.85 < d/D
- 0.64 < d/D < 0.85
- 0.50 < d/D < 0.64
- CITY BOUNDARY
- SEWER DRAINAGE AREA BORDER
- (108) SEWER MAINTENANCE ZONE

PLAN

SCALE: 1"=600'

600 300 0 600 1200

SCALE FEET

APPENDIX O:

SEWER SYSTEM CAPACITY ANALYSIS DEFICIENT PIPES EXHIBIT C

WILLDAN Engineering

2401 E. Katella Avenue, Suite 450
Anaheim, CA 92806
(714)978-8200 fax (714)978-8299

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **PUBLIC HEARING REGARDING FISCAL YEAR 2024-25 ASSESSMENT FOR THE WEST COVINA CITYWIDE LIGHTING AND MAINTENANCE DISTRICT**

RECOMMENDATION:

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

RESOLUTION NO. 2024-51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR THE CITYWIDE LIGHTING AND MAINTENANCE DISTRICT FOR FISCAL YEAR 2024-25

BACKGROUND:

The Citywide Lighting and Maintenance District ("Citywide District" or "District") was established in 1976. As the name implies, this District encompasses the entire City of West Covina ("City"). Prior to Fiscal Year 1997-98, the Citywide District funded a variety of public improvements and services which included: street tree maintenance, median maintenance, park maintenance, municipal pool maintenance, area lighting maintenance, traffic signal maintenance, traffic engineering, and street lighting engineering. Since the passage of Proposition 218 in November 1996 and the subsequent property owner-approval of the Citywide District assessment in July 1997, the Citywide District assessment currently funds only those services that have been designated as a "Special Benefit." This includes the maintenance and servicing of most of the streetlights and street trees within the City. The Citywide District funds the operation and maintenance of assessable (special benefit) street trees and street lighting. These funds are used for the operations and maintenance of streetlights, trimming of street trees, and removal and replacement of diseased street trees.

DISCUSSION:

The Landscape and Lighting Act of 1972 (California Streets and Highways Code section 22500 et seq.) (the "Act") specifies the procedures for annual renewals of maintenance districts. At the regular meeting of July 2, 2024, the City Council adopted Resolution No. 2024-43, preliminarily approving the Engineer's Report for the Citywide District prepared pursuant to the provisions of the Act, declaring its intention to levy and collect the assessment for FY 2024-25, and setting July 16, 2024 as the date for the public hearing on the proposed assessment.

The voter-approved rates for the Citywide District included a provision for not more than a 2% annual increase based on the Consumer Price Index (CPI). The CPI increase for the one-year period from

March 2023 to March 2024 for the Los Angeles-Long Beach-Anaheim areas was 4.03%. Therefore, current rates may increase a maximum of 2.00%. This increase will permit the District to provide the standard level of service in the District.

The assessment rates in the District are based on the Equivalent Dwelling Unit (EDU) method. In this methodology, a single-family residential parcel will equal one EDU and pay an assessment of $60.00 per year, an increase of $1.15 per year from Fiscal Year 2023-24.

As outlined above, assessment funds are used for the operation and maintenance of streetlights, trimming of street trees, and removal and replacement of diseased street trees. Increased scope of work for Citywide Lighting and Maintenance District is recommended to include the repair and replacement of light standards, hardscape repair and replacement of off-grade, cracked and broken sidewalks and ADA ramps, tree trimming, maintenance, and/or removal of the street trees on a citywide cycle, and landscape maintenance including trash removal and clearing of the median plants, shrubbery, and irrigation. It is estimated that the budget required for the increased lighting, hardscape, and landscaping scope is approximately double the existing Citywide District budget.

As costs have risen, maintenance has suffered. A full study is needed to ascertain what a proper level of maintenance would cost and explore how to properly set the assessment rate. Such a study will take several months and, if rates are to be increased, would require a vote by the affected property owners. Pending completion of a further analysis, this report recommends that assessment rates be increased by the property owner-approved CPI increase of 2% for Fiscal Year 2024-25.

The approval of the Engineer's Report by the City Council does not commit the City Council to adopt the proposed assessments for the District. At the public hearing, the City Council is required to consider all comments for and against the proposed assessment. During or after the public hearing, the City Council may order maintaining or reducing the proposed rates and revising expenditures that are funded by the District. The City Council's action only becomes final when the assessments are confirmed by resolution upon completion of the public hearing.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Increase current assessment rates by 2.00% based on the current escalation formula. This would generate an additional $37,988 in streetlights and street trees assessment; or
2. Maintain the current assessment rates. Maintaining the rates at their current levels (0% increase) would deplete the reserves at a faster pace and require the General Fund to subsidize the district in future years ; or
3. Provide alternative direction.

Prepared by: Michael Ackerman P.E.

Fiscal Impact

FISCAL IMPACT:

For FY 2024-25, the Engineer's Report for the Citywide Lighting and Maintenance District proposes to use the voter approved adjustment to increase the assessment rates by 2.00% from their current levels, which is $58.85. This rate would generate an additional $37,988, in assessments. This is the amount of increase allowed under Proposition 218.

The total projected income from the recommended rates is $1,983,181. The preliminary operating budget for the district is $2,048,832.

Since the City of is not exempt from assessments for this District, the City's total assessment is about $55,594. The City pays this assessment using General Funds within the non-departmental operating budget.

There are no legal requirements or formal guidelines for the amount of reserves in an assessment district.

Attachments

Attachment No. 1 - Resolution No. 2024-51

Attachment No.2 - 15 Year Rate History

Attachment No.3 - Engineer's Report

Attachment No.4 - 10 Year Fiscal Projection

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2024-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR THE CITYWIDE LIGHTING AND MAINTENANCE DISTRICT FOR FISCAL YEAR 2024-25

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

WHEREAS, the City's Citywide Lighting and Maintenance District (the "District") has been established pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "Act") to fund the maintenance and servicing of certain public street lighting and street trees in the City; and

WHEREAS, in connection with the District, the City annually levies an assessment against real property; and

WHEREAS, by its Resolution No. 2024-42, adopted July 2, 2024, the City Council directed Willdan Financial, as assessment engineer (the "Engineer"), to prepare and file a report regarding the Fiscal Year 2024-25 assessment to be levied in connection with the District; and

WHEREAS, the Engineer filed said report, entitled "City of West Covina, Citywide Lighting & Maintenance District, Fiscal Year 2024/2025 Engineer's Report" (the "Report") which on file and available for public inspection in the Office of the City Clerk and is incorporated herein by reference; and

WHEREAS, by its Resolution No. 2024-43, adopted July 2, 2024, the City Council preliminarily approved the Report, declared its intention to levy and collect assessments within the District for Fiscal Year 2024-25, and set a public hearing for July 16, 2024 at 7:00 p.m. regarding the assessments (the "Hearing"); and

WHEREAS, at the Hearing, which was noticed as required by law, all interested persons were afforded the opportunity to hear and be heard and the City Council considered all oral statements and written protests made or filed by any interested person; and

WHEREAS, the City Council desires to levy the assessments for Fiscal Year 2024-25 as set forth in the Report.

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

SECTION 1. The City Council determines that a majority protest has not been filed against the assessments set forth in the Report.

SECTION 2. The City Council approves the Report as filed.

SECTION 3. The City Council confirms the diagram and assessment for the District for Fiscal Year 2024-25 as set forth in the Report.

SECTION 4. Pursuant to Section 22631 of the Act, the adoption of this resolution will constitute the levy of the assessment for Fiscal Year 2024-25.

SECTION 5. The City Council finds and determines that the levy and collection of the assessment is statutorily exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines, in that the proceeds of the assessments are to be used as for operating expenses and equipment and supplies.

SECTION 6. The City Clerk is directed to file the diagram and assessment, or a certified copy thereof, with the Los Angeles County Auditor-Controller. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 7. 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 16th day of July, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-51 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO.2

West Covina
Citywide Lighting and Maintenance District
15 Year Rate History
For a Typical Single-Family Residential Property

Fiscal Year	Assessment
2024-25 Proposed	**$60.00**
2023-24	$58.85
2022-23	$57.68
2021-22	$56.54
2020-21	$55.45
2019-20	$53.34
2018-19	$52.29
2017-18	$52.29
2016-17	$51.28
2015-16	$50.41
2014-15	$50.15
2013-14	$49.66
2012-13	$48.69
2011-12	$47.73
2010-11	$46.81

City of West Covina

Citywide Lighting & Maintenance District

Fiscal Year 2024/2025 Engineer's Report

Intent Meeting: July 2, 2024
Public Hearing: July 16, 2024

27368 Via Industria
Suite 200
Temecula, CA 92590
T. 951.587.3500|800.755.6864
F. 951.587.3510|888.326.6864

Property Tax Information Line
T.866.807.6864

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Citywide Lighting and Maintenance District

City of West Covina
County of Los Angeles, State of California

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2024/2025 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of West Covina

By: _____

Chonney Gano, Project Manager
District Administration Services

By: _____

Tyrone Peter
PE # C 81888

TABLE OF CONTENTS

OVERVIEW 1

PROPOSITION 218 COMPLIANCE 3

I. PLANS AND SPECIFICATIONS 4

A. DESCRIPTION OF WORK 4

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT 5

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES 6

II. METHOD OF APPORTIONMENT 7

A. PROPOSITION 218 BENEFIT ANALYSIS 7

B. BENEFIT ANALYSIS 8

C. ASSESSMENT METHODOLOGY 9

D. ASSESSMENT RANGE FORMULA 155

III. ESTIMATE OF COSTS 166

A. CAPITAL IMPROVEMENT PROJECT FUND 166

B. PROPOSED INCREASE SCOPE OF WORK AND SUMMARY OF OPERATING COSTS 177

C. PROPOSED INCREASE SCOPE OF WORK AND SUMMARY OF TOTAL COSTS 188

IV. BOUNDARY MAP 200

V. ASSESSMENT ROLL 211

OVERVIEW

The City of West Covina ("City"), annually levies and collects assessments in order to provide and maintain facilities, improvements and services within the Citywide Lighting and Maintenance District ("District"). The District was established in 1976 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code* ("1972 Act"). Prior to Fiscal Year ("FY") 1997-98 the District funded a variety of public improvements and services which included: street tree maintenance, median maintenance, park maintenance, municipal pool maintenance, area lighting maintenance, traffic signal maintenance, traffic engineering, and street lighting engineering. Since the passage of Proposition 218 ("Proposition") in November 1996 and the subsequent property owner approval in July 1997, the District assessment currently funds only those services that have been designated as a "Special Benefit", which is the maintenance of most of the streetlights and street trees within the City. These funds are used for the operations and maintenance of streetlights, trimming of street trees, and removal and replacement of diseased street trees.

The Engineer's Report ("Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments for FY 2024/2025.

This Report describes the District, the improvements and the proposed assessments to be levied against properties in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for FY 2024/2025. The annual assessments to be levied on properties within the District provide a funding source for the continued operation and maintenance of local landscape improvements installed in connection with the development of properties within the District. Each fiscal year, the City establishes the District's assessments based on an estimate of the costs to maintain, operate and service the landscape improvements and based upon available revenues including fund balances, City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the District may include: the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of adequate funds for operational reserves or periodic expenditures including installments collected for long-term improvement projects. Each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Los Angeles County ("County") Assessor's Office. The County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Upon conclusion of the Public Hearing, the City Council will consider all public comments and review the Report. The City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel.

While the budgets outlined in this Report reflect the estimated costs necessary to fully and adequately provide for the maintenance and operation of the improvements within the District, many of these estimated costs and associated services cannot be funded by the current assessment revenues and contributions from the City. To fully fund the improvements, it may be necessary to increase assessment revenues by a percentage greater than the currently approved inflationary adjustment, which is no greater than the percentage increase of the Los Angeles-Long Beach-Anaheim Consumer Price Index ("CPI") as published by the Department of Labor's Bureau of Labor Statistics or 2% whichever is less. (As of January 2018, the Los Angeles-Riverside-Orange County Consumer Price Index region name changed to Los-Angeles-Long Beach-Anaheim Consumer Price Index). This will require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIIID.

In FY 2017/2018, the City conducted a property owner protest ballot proceeding for a proposed Maximum Assessment increase of 12%. Based on the results of the protest ballot, the City Council declined to adopt the new Maximum Assessment increase.

As required by the 1972 Act, this Engineer's Report describes the improvements to be operated, maintained and serviced by the District, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for FY 2024/2025.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A general description of the District and the improvements for which parcels are assessed. The proposed assessments as outlined in this Report are based on the improvements that provide a special benefit to the properties within the District. The plans and specifications contained in this Report generally describe the nature, location and extent of the improvements.

Part II

Method of Apportionment: A description of how the proportionate amount of the assessments is to be charged in proportion to the benefits received by each lot or parcel within the boundaries of the District.

Part III

Estimate of Costs: An estimate of the annual costs to properly operate, maintain, and service the landscape improvements and appurtenant facilities. This budget includes an estimate of the maintenance costs and incidental expenses including, but not limited to: labor, materials, equipment and administration expenses as well as the collection of appropriate funding necessary to properly support the improvements. Not all services and costs identified in these budgets can be supported by the current assessment revenues and City contributions, and as such, City staff shall make the determination of which services and activities shall be provided based on available revenues.

Part IV

Boundary Map: A diagram showing the boundaries of the District is provided in this Report and includes all parcels determined to receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District are shown on the Los Angeles County Assessor's Parcel Maps and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Los Angeles County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District. A diagram showing the overall boundaries of the District is on file with the City Clerk and the Office of the City Engineer, and by reference is made part of this Report.

Part V

Assessment Roll: A listing of the assessment amount associated with each parcel within the District. The assessments presented herein are unchanged from the previous fiscal year.

PROPOSITION 218 COMPLIANCE

On November 5, 1996, California voters approved Proposition 218. This Proposition amended the California Constitution and was the latest in a series of initiatives reducing the revenue-raising discretion of California local governments. The provisions of the Proposition, now California Constitution Articles XIIIC and XIIID, can be summarized in four general areas:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees, and charges.
3. Adds substantive and procedural requirements to assessments.

4. Adds substantive and procedural requirements to property-related fees and charges.

Proposition 218 required that beginning July 1, 1997, all new and existing assessments (with some exceptions) must conform to new substantive and procedural requirements. However, certain assessments are exempted from these requirements until they are increased.

Generally, these exemptions include:

(a) Assessments used exclusively to fund sidewalks, streets, sewers, water, flood control, drainage systems, or vector control.

(b) Assessments imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed.

(c) Assessments used exclusively for bond repayments, the cessation of which would violate the Contract Impairment Clause of the U.S. Constitution.

(d) Assessments previously approved by a majority of voters.

The assessments for the District were approved in a mailed ballot election in July 1997 in accordance with the Article XIIID substantive and procedural requirements. Any subsequent increases in the assessments above those initially approved by the mailed election will be subject to the procedures and approval process of Section 4 of Article XIIID of the California Constitution.

I. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF WORK

The existing facilities to be maintained and serviced include street lighting facilities and street trees.

The District will fund the costs in connection with the district maintenance and servicing including, but not limited to, personnel, electrical energy, water, materials, contracting services, and other expenses necessary for the satisfactory operation of these facilities. The facilities are described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: trees, irrigation system, hardscape, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public right-of-way, parkways, and dedicated easements within the boundaries of the District.

Lighting and Appurtenant Facilities
Facilities include but are not limited to: poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering

devices and appurtenant facilities as required to provide lighting in the public right-of-way and dedicated easements within the boundaries of the District.

The public lighting system shall be maintained to provide adequate illumination. Electricity for streetlights shall be furnished by the Southern California Edison Company, and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.

"Maintenance" means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste.

"Servicing" means the furnishing of water for the irrigation of landscaping and the maintenance of any of the public lighting facilities and furnishing of electrical energy for the public lighting facilities or for the lighting or operation of landscaping or appurtenant facilities.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

The installation or planting of landscaping.

The installation or construction of statuary, fountains, and other ornamental structures and facilities.

The installation or construction of public lighting facilities.

The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

The maintenance or servicing, or both, of any of the foregoing.

The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;

The costs of printing, advertising, and the publishing, posting and mailing of notices;

Compensation payable to the County for collection of assessments;

Compensation of any engineer or attorney employed to render services;

Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

Repair, removal, or replacement of all or any part of any improvement.

Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

The removal of trimmings, rubbish, debris, and other solid waste.

The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

The following outlines the various improvements associated with the properties and developments throughout the District. The detailed plans and specifications of the District improvements are on file in the office of the City Public Works Department and by reference are made part of this Report.

There are currently no ongoing Capital Improvement Projects:

II. METHOD OF APPORTIONMENT

A. PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscape improvements and related amenities that were installed in connection with the development of the properties or would otherwise be required for the development of properties within each respective Zone of the District. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIIID Section 2(d) defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIIID Section 2(i) defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIIID Section 4(a) defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel." The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value":

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Pursuant to Section 22574 of the 1972 Act permits the designation of zones of benefits within any individual assessment district if "by reason of variation in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide Ballot, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that

parcel. Proposition 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

The formula used for calculating assessments in this District reflects the composition of the parcels, and the improvements and services provided in order to fairly apportion the costs based on estimated benefit to each parcel.

B. BENEFIT ANALYSIS

The assessment is proposed to be levied to defray the cost of the operation, servicing, and maintenance of street trees and street lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services.

Street Lighting Benefit:

Proper maintenance and operation of the street lighting system benefits in proximity adjacent to the lights by providing security, safety and community character, and vitality. The amount of benefit received will vary with the different land use on the property. There are three (3) categories from which the total special benefit of a parcel is derived:

1. **Security and Safety Benefit.** The prevention of crime, the alleviation of the fear of crime, and the prevention of traffic accidents in a community.

2. **Community Character and Vitality Benefit.** The promotion of social interaction, promotion of business and industry, and the contribution to a positive night time visual image for the community.

3. **Lighting Intensity Benefit.** As the lighting levels increase, so do the benefits associated with the lighting. Lighting Standards usually require approximately twice the level of lighting in commercial/industrial areas than in residential areas.

Parcels, which are located on streets with streetlights, receive a special lighting benefit. Parcels which are located on private streets receive a substantially reduced benefit from local lighting, parcel which do not have any local streetlights receive no benefit from street lighting.

Lighting at the street intersection, which is defined as safety lighting, is considered to be the minimum lighting requirement for vehicular safety; therefore, safety lighting represents the general benefit portion of street lighting. Additionally, lights, which are on arterials of the City, which do not have parcels fronting on them, are considered a general benefit. Those general benefit portions of the City's lighting budget will not be assessed.

Benefit Zones. Most parcels within the City front on streets with streetlights and therefore receive a direct lighting benefit. However, there are some areas in the City, which have a higher level of lighting and these have been designated as additional Benefit Zones.

Zone A. The Civic Center and Plaza at West Covina areas receive a higher level of street lighting.

Zone B. The properties along Glendora Avenue from Walnut Creek Parkway to the I-10 Freeway receive a higher level of street lighting than Zone A.

Those parcels which also have public lighting in adjacent alleyways receive an equal amount of benefit for the alley lights as for the streetlights, therefore, these parcels are assessed two times the benefit of the basic local lighting. The parcels that front streets without streetlights do not receive a local lighting benefit and therefore are not assessed.

Street Trees:

Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings.

The City maintains street trees throughout the City. The trees are located within the public right-of-way and provide aesthetically pleasing environment, shade, beautification, and according to some authorities' air purification and sound attenuation. These positive attributes increase the desirability of properties located on streets that have trees on them.

More importantly, proper maintenance of these facilities, especially routine trimming of street trees and removal/replacement of deceased trees, is essential to the safety of the users of adjacent properties.

Parcels that are located on streets which do not have trees do not benefit and are not assessed. Street trees on arterials of the City that do not have parcels fronting on them are considered a general benefit. There are approximately seven hundred and eighty-four (784) such trees out of approximately twenty-seven thousand forty-eight (27,048) street trees in the City, or 2.90%. Therefore, 2.90% of the City street tree budget will be funded through the City's General Fund account.

C. ASSESSMENT METHODOLOGY

The methods of apportionment utilized for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned or existing within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the improvements. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with Section 4 of Article XIIID, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels of the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Dwelling Units:

Since the assessments will be levied against parcels of property as shown on the tax rolls, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single-family parcel would be paying the same as a fifty (50) unit apartment parcel or a large commercial establishment in a similar zone and this would not be equitable and would not satisfy the Proposition 218 requirements.

The single-family residential parcel has been selected as the basic unit for calculation of assessment since it represents an estimated 80% of the parcels in the City. Therefore, the single-family residential parcel is defined as an Equivalent Dwelling Unit ("EDU"). A methodology has been developed to calculate the EDUs for other residential land uses and for non-residential parcels. Every land-use is converted to EDUs: parcels containing apartments are converted to EDUs based on the number of dwelling units on each parcel of land; commercial and industrial parcels are converted based on the lot size of each parcel of land.

The EDU method is usually seen as more appropriate and equitable for landscaping and lighting districts, as the benefit to each parcel from the improvements being maintained extends beyond the front of their property. Therefore, assessments are apportioned as a function of land-use type and whether a property is developed or not. This may be more clearly shown by taking an example of condominiums. Under the current method of assessment, the frontage along the whole condominium complex is measured, and then is divided by the number of units within the complex. This spreads a relatively small assessment to each of the condominiums, which is not commensurate with the benefit each one of them receives.

EDU Application:

Single-Family Residential - The single-family residential parcel has been selected as the basic unit for calculation of the benefit assessment. The basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels zoned for single-family residential uses are assessed **1 EDU**.

Multi-Family Residential - Multiple residential (including condominiums) land use equivalencies are determined based on the number of dwelling units on each parcel. Due to population density and size of structure relative to the typical single-family residence, each dwelling unit defined as multi-family residential, including condominiums, would be **0.75 EDU.** Benefits to a multi-family residential property do not increase proportionately as the number of units increase. Therefore, the population per unit decreases as the residential land use density increases and there is a corresponding reduction in benefit to a parcel. Also, as the number of dwelling units increases, the average value per rental unit decreases. Therefore, there is a reduced benefit to a parcel as the number of dwelling units increases. By decreasing the equivalency as the number of units increases, a reasonable benefit assessment is achieved. Therefore, the equivalency is reduced to **0.5 EDU** per dwelling unit, for five (5) through fifteen (15) dwelling units (as parcels with 5 to 15 units are considered "high medium density" as opposed to the "low density" of duplexes, triplexes and fourplexes), and the equivalency is reduced to **0.25 EDU** per dwelling unit for more than 15 units, which are considered to be "high density". Fifteen units are established as the limit of the "high medium density" category as State law (California Title 25, Section 42) requires that apartment complexes with 16 or more dwelling units have a manager located on the premises, which is an indication of "high density".

Mobile Homes - Mobile home parks, and mobile homes located within mobile home parks, are converted to EDUs based on the population density and size of structure relative to a single-family residence. Therefore, mobile home parks and mobile homes located within mobile home parks would be assessed **0.5 EDU** per mobile home. No decrease would be applied to this factor, as mobile homes are all separate dwellings with no common walls.

Non-Residential - In converting improved non-residential properties to EDUs, the factor used is the City of West Covina's average density for single-family residential areas, which are five (5) dwelling units per acre. All properties developed for non-residential uses are therefore assigned **5 EDUs** per acre for the first five (5) acres. It is our experience, based upon a review of large non-residential parcels, that the utilization of that portion of non-residential property greater than 5 acres more closely resembles that of vacant land as it is typically undeveloped. Therefore, after the first 5 acres, each additional acre will be charged 25% of 5 EDUs which results in **1.25 EDUs** per acre, similar to vacant land as described below.

Vacant Property:

Vacant property is described, as parcels with no improved structures. These properties receive benefits based on their land, as this is the basis of their value. Based on the opinions of professional appraisers, appraising current market property values for real estate in Southern California, the land value portion of the property typically ranges from 20 to 30 percent of the property's total value. Additionally, the utilization of vacant property is significantly less than improved property, and vacant

property has a traffic generation rate of 0. Therefore, it is recommended that vacant property be assessed at the rate of 25 percent of improved property.

Vacant Residential - Parcels defined as residential parcels, which do not have structures on the parcels, are assessed 25% of the parcel with a single-family dwelling thereon. The parcel will be assessed **0.25 EDU** per parcel.

Vacant Non-Residential - Parcels defined as parcels which are not residential parcels and which do not have structures on the parcel area assessed based upon the acreage of the parcel. The parcels will be assessed at the rate of 25% of the developed non-residential properties, or **1.25 EDU** per acre or any portion thereof, with a minimum of **0.25 EDU** per parcel and up to a maximum of **5 acres (6.25 EDUs**) per parcel, as parcels over five (5) acres may be considered as open space, and no longer receive any benefit.

Public Property - Article XIIID of the California Constitution requires that all benefiting public properties be assessed for their fair share of the benefit. Public property, which is developed and used for residential or business purposes will be assessed the same as private property with the same use. Schools will be assessed as Commercial/Industrial uses. Parks will be assessed as vacant property.

Exempt - Excepted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements, and right-of-way, public greenbelts, parkways and that portion of property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. Also, excepted from assessments would be utility right-of-way, common areas (such as in condominium complexes), landlocked parcels and small parcels vacated by the City as these parcels have little or no value and therefore do not benefit from the improvements.

The land use classification for each parcel has been based on the Los Angeles County Assessor's Roll.

LAND USE CODES AND EQUIVALENT DWELLING UNITS

Land Use Codes	Total EDU		
Single-Family Residential (SFR)	1.0 per unit		
Condominiums	0.75 per unit		
Multi-Family Residential	0.75 per unit for the first 4 units	0.5 per unit over 4 and up to 15 units	0.25 per unit over 15 units
Mobile Home Parks	0.5 per DU		
Commercial/Industrial and Other Non-Residential (including Schools)	5.0 per acre for the first 5 acres	1.25 per acre over 5 acres	
Vacant SFR	0.25 per parcel		
Vacant (25% of Non-Residence EDUs) (includes Parks)	1.25 per acre (5 acre maximum)		

Benefit Factors:

There are varying levels of benefit to property from the operation and maintenance of street lighting and street trees based on the different types of property use. Because the benefit to the property varies depending on the type of land use of the property, a Benefit Factor is applied to the EDU formula for each property for each type of improvement to obtain Benefit Units for each Property.

(Equivalent Dwelling Unit) x (Benefit Factor) = Benefit Units

The following table outlines the Benefit Factors for street lighting:

STREET LIGHTING BENEFIT FACTORS

	Residential	Commercial/Industrial
Security & Safety	1	1
Community Character & Vitality	1	1
Lighting Intensity	1	2
Total	**3**	**4**

Schools will receive a residential benefit factor, as they tend to be in residential areas and benefit similarly to residential property. Parks are assessed as vacant land and receive a non-residential benefit factor.

Benefit Units:

The budget for basic lighting is $1,288,679. The proposed applied basic lighting assessment rate is estimated at $13.70 per BU, which includes the costs of basic lighting and associated capital improvements and contribution to reserves totaling $1,420,106. Accordingly, a single-family residential parcel's assessment would equal 3 BU x $13.70/BU = $41.10. The following table provides a preliminary summary of Street Lighting Benefit Units (BU's) for the City.

STREET LIGHTING BENEFIT UNITS

Land Use	Parcels	Dwellings	Acres	EDU's	Benefit Factor	Benefit Units
Single Family Residential	20,744	20,744		20,744.00	3	62,232.00
Condominium	3,688	3,688		2,766.00	3	8,298.00
Multi-Family Residential	493	8,104		3,086.00	3	9,258.00
Mobile Home Parks	2	265		108.00	3	324.00
Commercial	683		1,319.96	4,148.54	4	16,594.14
Vacant SFR	243		52.38	60.75	3	182.25
Vacant Non-SFR [1]	337		1,028.25	1,692.24	4	6,768.95
Totals	**26,190**	**32,801**	**2,400.60**	**32,605.52**		**103,657.35**

[1] Government properties are assessed as Vacant Non-SFR land use.

Note: Zones A & B have different benefit factors. See following tables.

Lighting Benefit Zone A:

The budget for Zone A lighting is $53,773. The proposed applied preliminary basic lighting assessment rate is estimated at $41.66 per BU, which includes the costs of Zone A lighting and associated capital improvements, and contribution to reserves totaling $72,224. The following table shows the preliminary summary of the BUs in Zone A.

ZONE A BENEFIT UNITS

Land Use	Parcels	Acreage	EDU's	Benefit Factor	Benefit Units
Commercial	43	69.94	280.72	4	1,122.89
Vacant Non-SFR	17	50.58	152.69	4	610.76
Totals [1]	**60**	**120.52**	**433.41**		**1,733.65**

[1] Totals may not foot due to rounding.

Lighting Benefit Zone B:

The budget for Zone B lighting is $17,423 and is additional to the budget for Zone A. The proposed applied preliminary basic lighting assessment rate is estimated at $24.28 per BU plus $41.66 per BU for Zone A, for a total applied assessment rate of $65.94 per BU, which includes the costs lighting and associated capital improvements, and contribution to reserves totaling $8,750. The following table shows the preliminary summary of the BUs in Zone B.

ZONE B BENEFIT UNITS

Land Use	Parcels	Acreage	EDU's	Benefit Factor	Benefit Units
Commercial	24	6.15	30.74	4	122.95
Vacant Non-SFR	3	2.48	3.10	4	12.39
Totals [1]	**27**	**8.63**	**33.84**		**135.34**

[1] Totals may not foot due to rounding.

No additional factors have been assigned for street trees; therefore, the Benefit Unit factors are the same as the EDU factors for each land use.

Street Tree Benefit:

The total budget for Street Trees is $688,956. The proposed applied preliminary assessment rate is estimated at $18.90 per BU, which includes the costs of street tree maintenance and associated capital improvements, and contribution to reserves totaling $616,354. A single-family residential parcel's assessment would be equal to 1 BU x $18.90/BU = $18.90. The following table provides a preliminary summary of Street Tree Benefit Units (BUs) for the City.

STREET TREE BENEFIT UNITS

Land Use	Parcels	Dwellings	Acres	EDU's	Benefit Factor	Benefit Units
Single Family Residential	20,744	20,744		20,744.00	1	20,744.00
Condominium	3,688	3,688		2,766.00	1	2,766.00
Multi-Family Residential	493	8,104		3,086.00	1	3,086.00
Mobile Home Parks	2	265		108.00	1	108.00
Commercial	683		1,319.96	4,154.33	1	4,154.33
Vacant SFR	243		52.38	60.75	1	60.75
Vacant Non-SFR (including Parks)	337		1,028.25	1,692.24	1	1,692.24
Totals	**26,190**	**32,801**	**2,400.60**	**32,611.31**		**32,611.31**

(1) Government properties are assessed as Vacant Non-SFR land use.

Assessment Rate Summary:

The following table summarizes the Applied and Maximum Assessment rates for parcels in each of the zones of benefits:

ASSESSMENT RATE SUMMARY

Benefit Category	Applied Rate Per Benefit Unit	Maximum Rate Per Benefit Unit
Basic Local Lighting	$13.70	$13.7093
Light Zone A	$41.66	$41.6681
Light Zone B	$65.94	$65.9463
Street Tree Benefit	$18.90	$18.9093

*Note: City will apply the Applied Rate per benefit unit.

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIIC and XIIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (the Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners is required pursuant to the Article XIIID Section 4. The property owner ballots include an Assessment to be approved, as well as the approval of an assessment range formula.

The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the percentage increase of the Local Consumer Price Index (“CPI”) for Los Angeles-Long Beach-Anaheim for All Urban Consumers from March to March up to 2%. As of January 2018, the Los Angeles-Riverside-Orange

County Consumer Price Index region name changed to Los-Angeles-Long Beach-Anaheim Consumer Price Index. Each Fiscal Year, the Maximum Assessment will be recalculated, and a new Maximum Assessment established. For Fiscal Year 2024/2025, CPI increased 4.03%, therefore percentage increase is 2%.

The Maximum Assessment is adjusted annually and is calculated independent of the annual budgets and proposed assessments established for each Zone of the District. Any proposed annual assessment (rate per EBU) less than or equal to this Maximum Assessment (for each Zone) is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior Fiscal Year.

III. ESTIMATE OF COSTS

The total estimate of costs for maintenance of the proposed improvements for FY 2024/2025, as defined under Section 22569 of the 1972 Act, are those as hereinafter set forth. Said cost estimates include the total District costs for constructing or installing any proposed improvements and for maintenance and servicing the existing improvements including incidental expenses; the amount of any surplus or deficit in the maintenance fund to be carried over from the previous year; any annual installments to be collected over more than a single year; as well as the amount of any contributions to be made from any other sources.

A. CAPITAL IMPROVEMENT PROJECT FUND

For FY 2024/2025, there are no planned capital improvements.

B. PROPOSED INCREASE SCOPE OF WORK AND SUMMARY OF OPERATING COSTS

Citywide Lighting and Maintenance District Fiscal Year 2024-25 Estimated Operating Costs	*Existing Maintenance*		*Optimal Maintenance*	
Direct Maintenance				
Personnel Services				
Full Time Salaries & Benefits	$76,553		$153,107	
Overtime	279		558	
Subtotal	$76,832		$153,664	
Maintenance and Services				
Maintenance Contracts	$22,248		$44,495	
Utilities	1,168,920		2,337,839	
Supplies, Vehicle Maintenance, and Gas	44,366		88,732	
Property & Liability Insurance	66,828		133,656	
Subtotal	$1,302,361		$2,604,722	
Total Direct Maintenance		$1,379,193		$2,758,386
Engineering & Incidentals				
Personnel Services				
Full Time Salaries & Benefits	$30,616		$61,232	
Subtotal	$30,616		$61,232	
Maintenance and Services				
Consultant Services	$381		$763	
Service Contracts	433,618		867,235	
Supplies, Vehicle Maintenance, and Gas	1,620		3,240	
Equipment Outlay	100,000			
Administration and Overhead	103,404		206,808	
Subtotal	$639,023		$1,078,046	
Total Engineering & Incidentals		$669,639		$1,139,278
Total Operating Budget		**$2,048,832**		**$3,897,664**

Note: The variance is the amount needed to support the recommended increased scope of work for Citywide Lighting and Maintenance District. The recommended scope of work includes the repair and replacement of light standards, hardscape repair and replacement of off-grade, cracked and broken sidewalks and ADA ramps, tree trimming, maintenance, and/or removal of the street trees on a citywide cycle, and landscape maintenance including trash removal and clearing of the median plants, shrubbery, and irrigation.

Note: Adjustments for budget to equal assessment amount.

*Totals may not foot due to rounding

C. PROPOSED INCREASE SCOPE OF WORK AND SUMMARY OF TOTAL COSTS

The City's budget for the operation and services costs details the estimated costs and fund balances for FY 2024/2025 as available at the time of preparation of this Report. The 1972 Act provides that the total cost can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

The 1972 Act requires that a special fund be set-up for the revenue and expenditures of the district. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1st must be carried over to the next fiscal year.

Also located in the budget is the proposed increase in scope of maintenance work at optimal levels. Increased scope of work for Citywide Lighting and Maintenance District is recommended to include the repair and replacement of light standards, hardscape repair and replacement of off-grade, cracked and broken sidewalks and ADA ramps, tree trimming, maintenance, and/or removal of the street trees on a citywide cycle, and landscape maintenance including trash removal and clearing of the median plants, shrubbery, and irrigation. It is estimated that the budget required for the increased lighting, hardscape, and landscaping scope is approximately double the existing LMD budgets.

As costs have risen, maintenance has suffered. A full study of what a proper level of maintenance would cost is needed to ascertain what a proper level of maintenance would cost and explore how to properly set the assessment rate. Such a study will take several months and, if rates are to be increased, would require a vote by the affected property owners.

Pending completion of a further analysis, this report recommends that assessment rates be maintained at their current levels for Fiscal Year 2024/2025.

City of West Covina Citywide Lighting and Maintenance District Fiscal Year 2024-25 Estimated Operating Costs				
	Existing Maintenance		*Optimal Maintenance*	
Previous Fiscal Year Fund Balance		***$210,862***		***$210,862***
Revenues				
Assessment Income (Total Balance to Levy)	$1,983,181		$1,983,181	
Interest	12,600		12,600	
Total Projected Revenue		**$1,995,781**		**$1,995,781**
Expenditures				
Direct Costs				
Lighting				
Direct Lighting	$1,288,680		$2,577,360	
Zone A	53,773		107,546	
Zone B	17,423		34,846	
Subtotal	$1,359,876		$2,719,752	
Street Lights				
Direct Street Trees	$688,956		$1,377,912	
Subtotal	$688,956		$1,377,912	
Total Operating Budget				
Capital Improvement [1]	$0		$0	
Total Operating and Capital Budget		**$2,048,832**		**$4,097,664**
Ending Fund Balance		**$157,811**		**($1,891,021)**

[1] See Capital Project Fund Section III. A.

Note: The variance between Existing Maintenance and Optimal Maintenance is the amount needed to support the recommended increased scope of work for Citywide Lighting and Maintenance District. The recommended scope of work includes the repair and replacement of light standards, hardscape repair and replacement of off-grade, cracked and broken sidewalks and ADA ramps, tree trimming, maintenance, and/or removal of the street trees on a citywide cycle, and landscape maintenance including trash removal and clearing of the median plants, shrubbery, and irrigation .

*Totals may not foot due to rounding

IV. BOUNDARY MAP

A diagram showing the exterior boundaries of the District, boundaries of any zone within the District and the lines and dimension of each lot or parcel of land within the district is on file in the Office of the City Engineer.

V. ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Los Angeles County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the proposed lots and parcels to be assessed within this District along with the assessment amounts shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

West Covina Citywide Lighting and Maintenance District
10 Year Existing Plus 2% Projected Fiscal Projection

Percent Increase	**2%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Fiscal Year	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**30-31**	**31-32**	**32-33**	**33-34**
Assessment Income	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**	**$1,983,181**
Interest (1)	12,600	316	144	0	0	0	0	0	0	0
Total Revenues	$1,995,781	$1,983,497	$1,983,325	$1,983,181	$1,983,181	$1,983,181	$1,983,181	$1,983,181	$1,983,181	$1,983,181
Prior Year Balance	210,862	157,811	71,987	(34,701)	(162,434)	(311,276)	(481,438)	(673,133)	(886,578)	(1,121,988)
Total Funding	**$2,206,643**	**$2,141,308**	**$2,055,312**	**$1,948,480**	**$1,820,747**	**$1,671,905**	**$1,501,743**	**$1,310,048**	**$1,096,603**	**$861,193**
Maintenance Costs (2)	2,048,832	2,069,320	2,090,014	2,110,914	2,132,023	2,153,343	2,174,876	2,196,625	2,218,591	2,240,777
Total Cost	**$2,048,832**	**$2,069,320**	**$2,090,014**	**$2,110,914**	**$2,132,023**	**$2,153,343**	**$2,174,876**	**$2,196,625**	**$2,218,591**	**$2,240,777**
Ending Balance	**$157,811**	**$71,987**	**($34,701)**	**($162,434)**	**($311,276)**	**($481,438)**	**($673,133)**	**($886,578)**	**($1,121,988)**	**($1,379,584)**
Typical Assessment for SFR (3)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

Notes: (1) Interest is 0.4% of one-half of the previous year ending balance.

(2) 1% increase in maintenance cost each year due to inflation.

(3) Previously approved maximum highest rate of $60.00, may not be increased further without approval

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 16, 2024

TO: Mayor and City Council

FROM:

SUBJECT: **PUBLIC HEARING REGARDING FISCAL YEAR 2024-25 ASSESSMENTS FOR WEST COVINA LANDSCAPE MAINTENANCE DISTRICTS 4, 6 AND 7**

RECOMMENDATION:

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

RESOLUTION NO. 2024-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 4

RESOLUTION NO. 2024-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 6

RESOLUTION NO. 2024-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 7

BACKGROUND:

The Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "Act") specifies the procedures for renewal of landscape maintenance districts.

Landscape Maintenance District No. 4 (LMD4) was established in 1975. This district is located in the southeasterly part of the City. The assessments collected are used to maintain landscaping, irrigation, hard scape (e.g., sidewalks, walls, etc.), and area lighting on 130 acres of public open space within the boundaries of the district. To encourage innovative housing types and neighborhood designs and to preserve the ridge lines in the San Jose Hills, this area was originally developed with relatively narrow street rights-of-way and small lot sizes. The resulting surplus land was converted to landscaped slope areas and park like "green belt" areas containing walkways, landscaping, and lighting.

Landscape Maintenance District No. 6 (LMD6) was established in 1980 at the request of the owner of the development in lieu of forming a Homeowners' Association. LMD6 is generally located in the easterly end of the City known as South Hills. The funds collected by LMD6 are used to maintain landscaping and irrigation in public open space areas within its boundaries. LMD6 contains 238 single-family dwellings, approximately 12 acres of landscaped and irrigated areas, and approximately 65 acres of natural area.

Landscape Maintenance District No. 7 (LMD7) was established in 1980 at the request of the owner of the development in lieu of forming a Homeowners' Association. LMD7 is generally located in the easterly end of the City. The funds collected by LMD7 are used to maintain landscaping and irrigation in public open space areas within its boundaries. Currently, LMD7 contains 372 improved and 8 unimproved single-family residential parcels. When development is 100 percent complete, LMD7 will contain 380 developed single residential parcels, 25 acres of landscaped and irrigated area, and 105 acres of natural area.

DISCUSSION:

The Act specifies the procedures for annual assessments to be levied and collected within landscape maintenance districts. At its regular meeting on July 2, 2024, the City Council preliminarily approved the Consolidated Engineer's Report for LMD4, 6 and 7 prepared pursuant to the provisions of the Act. The City Council also declared its intention to levy and collect the assessments in LMD4, 6 and 7 for Fiscal Year 2024-25 and set July 16, 2024 as the date for the public hearing.

The preliminary approval of the Consolidated Engineer's Report does not commit the City Council to adopt the proposed assessments for the Districts. During or upon the conclusion of the public hearing, the City Council may order changes in the improvements, any zones within the assessment districts, and the proposed diagram or the proposed assessment. However, it cannot raise the assessment rate that is now capped by Proposition 218. The City Council's action only becomes final when the diagram and assessment are confirmed by resolution upon completion of the public hearing.

The next step is conducting the public hearing. Following the public hearing, the City Council may adopt a resolution confirming the diagram and assessment levy for each District either as proposed or as revised by the City Council. The adoption of the resolution levies the assessment for the upcoming Fiscal Year.

The Districts contain landscaped hillside slopes vegetated with plants, shrubbery, and trees while LMD4 also contains lighted paseos. The current scope of work for the operations, maintenance, and care of these areas includes fire clearing along the entire slope and irrigation, maintenance, and repairs.

As outlined in the July 2, 2024 staff report relating to the Districts, the assessment rates for LMD4 and LMD6 have not been increased in over 15 years while LMD7 has increased very incrementally, which has led to reduced services and increased concerns by residents. As costs have risen, maintenance has suffered.

The City has been working towards addressing the deferred maintenance of the LMDs. In FY 23-24, the City executed a new landscaping contract that increased the scope of services to include the entire hillside for trimming to a maximum of 4 feet in height. The previous contract scope only addressed 4 feet from the sidewalk or property line. The vendor has commenced work to address the deferred landscaping needs in the districts and will be maintaining the new scope moving forward. For FY 24-25, the LMDs will now be put on a 5-year tree trimming cycle. While the City has already addressed 925 critical trees in the LMD's over the last 3 years, having the trees on a regular tree trimming cycle will help ensure proper maintenance of the trees moving forward.

The City has also included Capital Improvement Project budgets in FY 23-24 and FY 24-25 to change some paseo lighting to LED for energy cost savings (LMD4), repair and replacement of light standards, and hardscape repair and replacement of off-grade, cracked and broken areas. The City will be moving forward with sidewalk repairs to address trip and fall hazards in all LMDs, which is anticipated to be completed by the end of the year. In addition, this FY 24-25 the City will be addressing larger sidewalk and paseo repairs.

While the assessments will remain at their current levels, the additional scope of services (landscaping, tree trimming) and the CIP's budgets are being funded out of the LMD's reserves. The current reserves

are sufficient to cover the additional services until FY 26-27. To continue with the additional services beyond that, the LMDs will need to do an evaluation of the assessment rates.

Staff recommends that the assessment rates be maintained at their current levels for FY 24-25:

- The annual assessment rates for LMD4 will be maintained at $348.02 for a single dwelling unit and $464 for a duplex unit.
- The annual assessment rates for LMD6 will be maintained at $650 per lot (or $54.16 per month).
- The annual assessment rates for LMD7 will be maintained at $464.06 per developed lot and $139.22 per undeveloped lot.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation to maintain the assessment rates at their current levels. The attached "10-Year Fiscal Projection" shows rates being maintained at their current levels and the reserve levels over the next 10 years.
2. Reduce the assessment rates; however, the Districts' reserves will be depleted at a faster pace, requiring the City's General Fund to subsidize the Districts.
3. Provide alternative direction.

Fiscal Impact

FISCAL IMPACT:

The Fiscal Year 2024-25 Consolidated Engineer's Report for LMD4, 6 and 7 recommends that the assessment rates be maintained at their current levels.

The annual assessment rates for LMD4 will be maintained at $348.02 for a single dwelling unit and $464 for a duplex unit. The projected income from the recommended rates is $1,162,827. The proposed budget for LMD4 for Fiscal Year 2024-25 is $1,466,388, which is a decrease of 8.81% compared to the original budget for Fiscal Year 2023-24.

The annual assessment rate for LMD6 is based on a special uniform benefit to the property owners and is recommended to remain at its current level of $650 per lot annually ($54.16 per month). The total projected revenue from the recommended rates is $154,700. The proposed budget for LMD6 is $289,143, which is a decrease of 11.02% when compared to the original budget for Fiscal Year 2023-24.

The annual assessment rates for LMD7 will be maintained at $464.06 per improved lot and $139.22 per unimproved lot. The total projected revenue is $173,744. The proposed budget for LMD7 for Fiscal Year 2024-25 is $334,163 which is an increase of 7.15% compared to the original budget for Fiscal Year 2023-24. The proposed budget funds only include regular landscape maintenance.

Ongoing improvements such as irrigation system improvements, enhancement to existing landscaping, tree trimming, and other extras are being eliminated to maintain the operating budget within projected revenues from the capped assessment rates.

For Fiscal Year 2024-25, below are the Capital Improvement Projects scheduled:

Projects

District	Description	Estimated Costs
LMD 4	Replacement of Hardscape, repair and replacement of light standards and conversion of existing light fixtures to LED fixtures; as well as comprehensive tree removal and replacement	$275,000
LMD 6		$110,000
LMD 7		$110,000

Attachments

Attachment No. 1 - Resolution No. 2024-53 (LMD4)
Attachment No. 2 - Resolution No. 2024-54 (LMD6)
Attachment No. 3 - Resolution No. 2024-55 (LMD7)
Attachment No.4 - Consolidated Engineer's Report
Attachment No.5 - 10 Year Fiscal Projection: LMD No. 4
Attachment No.6 - 10 Year Fiscal Projection: LMD No. 6
Attachment No.7 - 10 Year Fiscal Projection: LMD No.7
Attachment No.8 - 15 Year Rate History

ATTACHMENT NO. 1

RESOLUTION NO. 2024-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 4

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

WHEREAS, the City's Landscape Maintenance District No. 4 (the "District") has been established pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "Act") to fund the maintenance and servicing of certain public landscaping and appurtenant facilities in the City; and

WHEREAS, in connection with the District, the City annually levies an assessment against real property; and

WHEREAS, by its Resolution No. 2024-36, adopted July 2, 2024, the City Council directed Willdan Financial Services, as assessment engineer (the "Engineer"), to prepare and file a report regarding the Fiscal Year 2024-25 assessment to be levied in connection with the District; and

WHEREAS, the Engineer filed said report, entitled "City of West Covina, Landscape Maintenance Districts 4, 6 and 7, Fiscal Year 2024/2025 Consolidated Engineer's Report" (the "Consolidated Report"), which is on file and available for public inspection in the Office of the City Clerk and is incorporated herein by reference; and

WHEREAS, by its Resolution No. 2024-37, adopted July 2, 2024, the City Council preliminarily approved the portion of the Consolidated Report relating to the District, declared its intention to levy and collect an assessment in connection with the District for Fiscal Year 2024-25, and set a public hearing for July 16, 2024 at 7:00 p.m. regarding the assessments (the "Hearing"); and

WHEREAS, at the Hearing, which was noticed as required by law, all interested persons were afforded the opportunity to hear and be heard and the City Council considered all oral statements and written protests made or filed by any interested person; and

WHEREAS, the City Council desires to levy the assessments for Fiscal Year 2024-25 as set forth in the Consolidated Report.

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

SECTION 1. The City Council approves the portion of the Consolidated Report relating to the District as filed.

SECTION 2. The City Council confirms the diagram and assessment for the District for Fiscal Year 2024-25 as set forth in the Consolidated Report.

SECTION 3. Pursuant to Section 22631 of the Act, the adoption of this resolution will constitute the levy of the assessment for Fiscal Year 2024-25.

SECTION 4. The City Council finds and determines that the levy and collection of these assessments is statutorily exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines, in that the proceeds of the assessments are to be used for operating expenses, purchasing supplies and meeting financial reserves needs and requirements.

SECTION 5. The City Clerk is directed to file the diagram and assessment, or a certified copy thereof, with the Los Angeles County Auditor-Controller. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of July, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-53 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 2

RESOLUTION NO. 2024-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 6

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

WHEREAS, the City's Landscape Maintenance District No. 6 (the "District") has been established pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "Act") to fund the maintenance and servicing of certain public landscaping and appurtenant facilities in the City; and

WHEREAS, in connection with the District, the City annually levies an assessment against real property; and

WHEREAS, by its Resolution No. 2024-38, adopted July 2, 2024, the City Council directed Willdan Financial Services, as assessment engineer (the "Engineer"), to prepare and file a report regarding the Fiscal Year 2024-25 assessment to be levied in connection with the District; and

WHEREAS, the Engineer filed said report, entitled "City of West Covina, Landscape Maintenance Districts 4, 6 and 7, Fiscal Year 2024/2025 Consolidated Engineer's Report" (the "Consolidated Report"), which is on file and available for public inspection in the Office of the City Clerk and is incorporated herein by reference; and

WHEREAS, by its Resolution No. 2024-39, adopted July 2, 2024, the City Council preliminarily approved the portion of the Consolidated Report relating to the District, declared its intention to levy an assessment in connection with the District for Fiscal Year 2024-25, and set a public hearing for July 16, 2024, at 7:00 p.m. regarding the assessments (the "Hearing"); and

WHEREAS, at the Hearing, which was noticed as required by law, all interested persons were afforded the opportunity to hear and be heard and the City Council considered all oral statements and written protests made or filed by any interested person; and

WHEREAS, the City Council desires to levy the assessments for Fiscal Year 2024-25 as set forth in the Consolidated Report.

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

SECTION 1. The City Council approves the portion of the Consolidated Report relating to the District as filed.

SECTION 2. The City Council confirms the diagram and assessment for the District for Fiscal Year 2024-25 as set forth in the Consolidated Report.

SECTION 3. Pursuant to Section 22631 of the Act, the adoption of this resolution will constitute the levy of the assessment for Fiscal Year 2024-25.

SECTION 4. The City Council finds and determines that the levy and collection of these assessments is statutorily exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines, in that the proceeds of the assessments are to be used for operating expenses, purchasing supplies and meeting financial reserves needs and requirements.

SECTION 5. The City Clerk is directed to file the diagram and assessment, or a certified copy thereof, with the Los Angeles County Auditor-Controller. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of July, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-54 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

ATTACHMENT NO. 3

RESOLUTION NO. 2024-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2024-25 FOR LANDSCAPE MAINTENANCE DISTRICT NO. 7

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

WHEREAS, the City's Landscape Maintenance District No. 7 (the "District") has been established pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "Act") to fund the maintenance and servicing of certain public landscaping and appurtenant facilities in the City; and

WHEREAS, in connection with the District, the City annually levies an assessment against real property; and

WHEREAS, by its Resolution No. 2024-40, adopted July 2, 2024, the City Council directed Willdan Financial Services, as assessment engineer (the "Engineer"), to prepare and file a report regarding the Fiscal Year 2024-25 assessment to be levied in connection with the District; and

WHEREAS, the Engineer filed said report, entitled "City of West Covina, Landscape Maintenance Districts 4, 6 and 7, Fiscal Year 2024/2025 Consolidated Engineer's Report" (the "Consolidated Report"), which is on file and available for public inspection in the Office of the City Clerk and is incorporated herein by reference; and

WHEREAS, by its Resolution No. 2024-41, adopted July 2, 2024, the City Council preliminarily approved the portion of the Consolidated Report relating to the District, declared its intention to levy an assessment in connection with the District for Fiscal Year 2024-25, and set a public hearing for July 16, 2024, at 7:00 p.m. regarding the assessments (the "Hearing"); and

WHEREAS, at the Hearing, which was noticed as required by law, all interested persons were afforded the opportunity to hear and be heard and the City Council considered all oral statements and written protests made or filed by any interested person; and

WHEREAS, the City Council desires to levy the assessments for Fiscal Year 2024-25 as set forth in the Consolidated Report.

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

SECTION 1. The City Council approves the portion of the Consolidated Report relating to the District as filed.

SECTION 2. The City Council confirms the diagram and assessment for the District for Fiscal Year 2024-25 as set forth in the Consolidated Report.

SECTION 3. Pursuant to Section 22631 of the Act, the adoption of this resolution will constitute the levy of the assessment for Fiscal Year 2024-25.

SECTION 4. The City Council finds and determines that the levy and collection of these assessments is statutorily exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines, in that the proceeds of the assessments are to be used for operating expenses, purchasing supplies and meeting financial reserves needs and requirements.

SECTION 5. The City Clerk is directed to file the diagram and assessment, or a certified copy thereof, with the Los Angeles County Auditor-Controller. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 16th day of July, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-55 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 16th day of July, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

City of West Covina

Landscape Maintenance Districts 4, 6 and 7

Fiscal Year 2024/2025
Consolidated Engineer's Report

Intent Meeting: July 2, 2024
Public Hearing: July 16, 2024

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Landscape Maintenance Districts
4, 6 and 7

City of West Covina
County of Los Angeles, State of California

This Consolidated Engineer's Report describes Districts 4, 6 and 7 including the improvements, budgets, parcels, and assessments to be levied for Fiscal Year 2024/2025 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the Districts. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of West Covina

By: _____

Chonney Gano
Project Manager

By: _____

Tyrone Peter
PE # C 81888

TABLE OF CONTENTS

I. OVERVIEW 1

A. INTRODUCTION 1
B. COMPLIANCE WITH CURRENT LEGISLATION 2

II. PLANS AND SPECIFICATIONS 5

A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT 5
B. DISTRICT OVERVIEW 6
C. DESCRIPTION OF DISTRICT IMPROVEMENTS 8

III. METHOD OF APPORTIONMENT 11

A. GENERAL 11
B. BENEFIT ANALYSIS 11
C. ASSESSMENT METHODOLOGY 13

IV. ESTIMATE OF COSTS 17

A. CAPITAL IMPROVEMENT FUND 17
B. PROPOSED INCREASE SCOPE OF WORK 17
C. SUMMARY OF COSTS 19

V. DISTRICT BOUNDARY DIAGRAMS 20

VI. ASSESSMENT ROLL 21

I. OVERVIEW

A. INTRODUCTION

The City of West Covina ("City"), under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code ("1972 Act") and the provisions of the California Constitution Article XIII D ("Constitution"), annually conducted a public hearing and levies and collects special assessments in order to provide and maintain the facilities, improvements and services for the districts designated as:

Landscape Maintenance Districts ("Districts")

The City formed the following districts:

- ***Landscape Maintenance District No. 4 ("LMD 4") (Formed in 1975)***
- ***Landscape Maintenance District No. 6 ("LMD 6") (Formed in 1980)***
- ***Landscape Maintenance District No. 7 ("LMD 7") (Formed in 1980)***

The Districts were created at the request of the owner of the developments in lieu of forming a Homeowner's Association. The funds collected by LMD 4 are used to maintain landscaping, irrigation, hardscape, and paseo lighting on 130 acres of public open space within the boundaries of LMD 4. The funds collected by LMD 6 are used to maintain landscaping and irrigation in public open space areas within its boundaries. The funds collected by LMD 7 are used to maintain landscaping and irrigation in public open space areas within its boundaries.

For Fiscal Year 2023/2024, Zone A10 was created in LMD 4 for exempt properties.

This Engineer's Report ("Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the Districts; and the levy and collection of the annual assessments for Fiscal Year 2024/2025.

This Report describes the Districts, the improvements, and the proposed assessments to be levied against properties in connection with the benefits the properties will receive from the maintenance and servicing of the Districts improvements for Fiscal Year 2024/2025. The annual assessments to be levied on properties within the Districts provide a funding source for the continued operation and maintenance of local landscape improvements installed in connection with the development of properties within the Districts. Each fiscal year, the City establishes the District's assessments based on an estimate of the costs to maintain, operate and service the landscape improvements and based upon available revenues including fund balances, City contributions and assessment limits. The costs of the

improvements and the proposed annual assessments budgeted and assessed against properties within the Districts may include: the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the Districts; deficits or surpluses from prior years; revenues from other sources; and the collection of adequate funds for operational reserves or periodic expenditures including installments collected for long-term improvement projects. Each parcel is assessed proportionately for only those improvements, services, and expenses for which the parcel will receive special benefit.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessor Parcel Number by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessor Parcel Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the Districts and the annual levy of assessments. Upon conclusion of the Public Hearing, the City Council will consider all public comments and review the Report. The City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel.

While the budgets outlined in this Report reflect the estimated costs necessary to fully and adequately provide for the maintenance and operation of the improvements within the Districts, many of these estimated costs and associated services cannot be funded by the current assessment revenues. To fully fund the improvements, it will be necessary to increase assessment revenues which will require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIIID.

B. COMPLIANCE WITH CURRENT LEGISLATION

On November 5, 1996, California voters approved Proposition 218 (The Right to Vote on Taxes Act) (“Prop 218”) that established specific requirements for the ongoing imposition of taxes, assessments, and fees. The provisions of this proposition are now contained in the California Constitution as Articles XIIIC and XIIID can be summarized in four general areas:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.

2. Extends the initiative process to all local taxes, assessments, fees, and charges.

3. Adds substantive and procedural requirements to assessments.

4. Adds substantive and procedural requirements to property-related fees and charges.

Prop 218 required that beginning July 1, 1997, all new and existing assessments (with some exceptions) must conform to new substantive and procedural requirements. However, certain assessments are exempted from these requirements until they are increased.

Generally, these exemptions include:

(a) Assessments used exclusively to fund sidewalks, streets, sewers, water, flood control, drainage systems, or vector control.

(b) Assessments imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed.

(c) Assessments used exclusively for bond repayments, the cessation of which would violate the Contract Impairment Clause of the U.S. Constitution.

(d) Assessments previously approved by a majority of voters.

LMD 4 and the related assessments were established in 1975 at the request of the owner of the property, the initial LMD 4 assessments were not required to conform with the Article XIIID substantive and procedural requirements. The maximum assessment rate for LMD 4 at the time of the passage of Prop 218 was $464.00 previously approved by the City Council in Fiscal Year 1989/1990. For Fiscal Year 2023/2024 a Land Use audit was completed to ensure all land use classes will be assessed based on the methodology in place for the District.

LMD 6 and the related assessments were established in 1980 at the request of the owner of the property, the initial LMD 6 assessments were not required to conform with the Article XIIID substantive and procedural requirements. The maximum assessment rate for LMD 6 at the time of the passage of Prop 218 was $650.00 previously approved by the City Council in Fiscal Year 1984/1985.

LMD 7 and the related assessments were established in 1980 at the request of the owner of the property, the initial LMD 7 assessments were not required to conform with the Article XIIID substantive and procedural requirements. The maximum assessment rate for LMD 7 at the time of the passage of Prop 218 was $644.00 previously approved by the City Council in Fiscal Year 1985/1986.

Any subsequent increases to the above-mentioned Districts assessments above the maximum rate previously approved by City Council prior to November 5, 1996 will be subject to the procedures and approval process of Section 4 of Article XIIID of the California Constitution. There will be no assessment on any parcel that was not charged after the passage of Proposition 218 unless that new assessment was from a parcel change from a previously assessed parcel.

II. PLANS AND SPECIFICATIONS

A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to the Districts, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting, and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

B. DISTRICT OVERVIEW

Landscape Maintenance District No. 4

LMD 4 is located in the southeasterly part of the City of West Covina. The District consists of residential, commercial properties and approximately 130 acres of public open space. The District contains relatively narrow street right-of-ways and small lot sizes as well as landscaped slope areas and park-like "green belt" areas containing walkways, landscaping, and lighting.

Zones of Benefit

The parcels, lots, subdivisions and developments within the LMD 4 are identified and grouped into ten (10) zones of benefit referred to as “Zones”. Each Zone reflects the landscape improvements associated with the development of properties in that Zone, in order to fairly and equitably apportion the net cost of providing those improvements to the properties that receive special benefits from the service and activities associated with those improvements. Most of the parcels in the District are identified as single-family and multi-family residential properties. All parcels receive special benefits from the improvements because of the increased desirability of a parcel that is located in an area with landscaping, and open space areas. Public agency parcels within the District will not be used for residential occupancies or commercial/industrial workplaces, and therefore, do not receive special benefit and will not be assessed. The assessments proposed to be levied on each property do not exceed the reasonable cost of proportional special benefit conferred on each property from the funded improvements.

The following is a brief description of the District Zones:

Zone A1

Parcels in this zone are commercial properties, which are located at the intersections of major arterial roadways. These parcels benefit from the District improvements to a lesser degree due to their proximity to the open space areas. Nonetheless, the parcels are benefited by aesthetically pleasing landscaping and open space areas which enhance the desirability of living in the District, because its promotion of evening business and industry vitality, and contribution to a positive nighttime visual image.

Zone A2

Parcels in this zone are condominium type homes with open space areas located along the fringes of the zone. Due to the nature and higher density of the parcels and the higher intensity of the property use, the parcels derive benefits such as providing a more peaceful and relaxed lifestyle due to the surrounding open space areas. Each parcel is assessed per dwelling unit.

Zone A3

Parcels in this zone are made up of condominiums and apartment complexes with smaller areas of open space within the zone. Due to the denser housing within this zone, Zone A3 is distinctly benefited by the interspersed open space areas within the zone. Although open space areas are smaller than in other zones, the incorporation of such areas into Zone A3's higher-intensity property uses peculiarly benefits Zone A3's parcels by providing aesthetically pleasing landscaping and enhancing the desirability of living in Zone A3. Each parcel is assessed per dwelling unit.

Zone A4

Parcels in this zone are condominium type homes. The open space areas are in close proximity to the condominiums in this zone, thus providing the zone's parcels with benefits such as the enhancement of quality of life within the community characterized by openness, landscape and natural vistas, wildlife and relaxed, peaceful living. Each parcel is assessed per dwelling unit.

Zone A5

Parcels in this zone are made up of detached single-family homes with large open space areas in close proximity. Zone A5 parcels derive a benefit particular to their zone, based on the significant size and proximity of the open space areas to the parcels. The large open spaces in the vicinity of the parcels contribute to lower housing density due to the dedication of acreage for landscaping and natural areas, which thereby reduce the number of buildable parcels. Each parcel is assessed per dwelling unit.

Zone A6

Parcels in this zone are made up of detached single-family homes with open space areas located along the fringes of the zone. Having the open space areas along the perimeter of the zone is advantageous to the parcels within Zone A6 due to the open space areas' positive results on the parcels, such as attracting natural flora and fauna, providing a more peaceful and relaxed lifestyle. Each parcel is assessed per dwelling unit.

Zone A7

Parcels in this zone are made up of detached single-family homes. The open space areas are in close proximity to the single-family homes. These open space areas are connected with paseos that include concrete walkways and lights. These paseos provide for safe pedestrian travel within the zone and into adjacent Zone A9. Each parcel is assessed per dwelling unit.

Zone A8

Parcels in this zone are made up of fourplexes with open space areas located along the fringes of the zone that provide a barrier from the major arterial roadway. The strategic location of open space areas at the fringe create an aesthetically pleasing yet practical perimeter around the zone, which provides a more peaceful and relaxed lifestyle by attracting natural flora and fauna to Zone A8 parcels which,

because of the close proximity to major arterial roadways, would not otherwise receive such benefit. Moreover, the higher-intensity property use receives a significant benefit from the natural vistas and landscaping provided by the open space areas. Each parcel is assessed per dwelling unit.

Zone A9

Parcels in this zone are made up of duplexes. The open space areas are in close proximity to the duplexes and are connected by paseos. The paseos are improved with concrete walkways and lights. These paseos provide for safe pedestrian travel within the zone and into adjacent Zone A7 and promote social interaction. Each parcel is assessed per dwelling unit.

Zone A10

Parcels in this zone are made up of exempt properties. Exempted parcels include all publicly owned property that do not benefit from the District Improvements such as: public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements, and right-of-ways, all public parks, public greenbelts and parkways, and all public property being used for public purposes.

Landscape Maintenance District No. 6

LMD 6 is located in the easterly end of the City known as South Hills on the westerly-facing slopes of the San Jose Hills. The District contains 238 single-family dwellings, approximately 12 acres of landscaped and irrigated area, and approximately 65 acres of natural area.

Landscape Maintenance District No. 7

LMD 7 is generally located in the easterly end of the City on the north-facing slopes of the San Jose Hills. Currently, the District contains 372 developed single-family residential parcels, approximately 19.5 acres of landscaped and irrigated areas and 92 acres of natural area that is only 98 percent developed. When development is 100 percent complete, the District will contain 380 developed single family-residential parcels, 25 acres of landscaped and irrigated area, and 105 acres of natural area.

LMD 7 contains zone classifications based on development status. Zone C1 consists of undeveloped parcels. Zone C2 consists of developed parcels. These properties receive the greater benefit from the services provided.

C. DESCRIPTION OF DISTRICT IMPROVEMENTS

Landscape Maintenance District No. 4

The existing facilities to be maintained and serviced in LMD 4 include public open space area, lighting, parkway, and manufactured slopes and appurtenant facilities. There are approximately 130 acres of open space within the District. LMD 4

contains lighted paseos and approximately 30 to 50-foot landscaped hillside slopes vegetated with plants, shrubbery, and trees. The current scope of work for the operations, maintenance, and care of these areas include 3 to 5 feet of fire clearing at the tops and toes of slopes and irrigation maintenance repairs.

The District will fund the costs in connection with the district maintenance and servicing including, but not limited to, personnel, electrical energy, water, materials, contracting services, and other expenses necessary for the satisfactory operation of these facilities. The facilities and improvements which have been constructed within the District and which will be maintained and serviced are described as follows:

Landscaping and Appurtenant Facilities

Facilities include but are not limited to landscaping, planting, shrubbery, trees, irrigation system, hardscape, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public right-of-way, parkways, and dedicated easements within the boundaries of said District.

Lighting and Appurtenant Facilities

Facilities include but are not limited to poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in the public right-of-way and dedicated easements within the boundaries of said District.

The detailed plans and specifications of the District improvements are on file in the office of the City Public Works Department and by reference are made part of this Report.

Landscape Maintenance District No. 6

The existing facilities to be maintained and serviced in LMD 6 include public open space, manufactured slopes, and appurtenant facilities. There are approximately 12 acres of landscaped and irrigated area and 65 acres of natural open space within the District. LMD 6 contains approximately 30 to 50-foot landscaped hillside slopes vegetated with plants, shrubbery, and trees. The current scope of work for the operations, maintenance, and care of these areas includes 3 to 5-feet of fire clearing at the tops and toes of slopes and irrigation maintenance repairs.

The District will fund the costs in connection with the District maintenance and servicing including, but not limited to, personnel, electrical energy, water, materials, contracting services, and other expenses necessary for the satisfactory operation of these facilities. The facilities are described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to trees, irrigation system, hardscape, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in open spaces and dedicated easements within the boundaries of the District.

The detailed plans and specifications of the District improvements are on file in the office of the City Public Works Department and by reference are made part of this Report.

Landscape Maintenance District No. 7

The existing facilities to be maintained and serviced in LMD 7 include public open spaces and manufactured slopes and appurtenant facilities. Upon completion, the District will contain 25 acres of landscaped and irrigated areas and 105 acres of natural open space. LMD 7 contains landscaped hillside slopes vegetated with plants, shrubbery, and trees. The current scope of work for the operations, maintenance, and care of these areas include 3 to 5 feet of fire clearing at the tops and toes of slopes and irrigation maintenance and repairs.

The District will fund the costs in connection with the District maintenance and servicing including, but not limited to, personnel, electrical energy, water, materials, contracting services, and other expenses necessary for the satisfactory operation of these facilities. The facilities are described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to trees, irrigation system, hardscape, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public open space areas and dedicated easements within the boundaries of the District.

The detailed plans and specifications of the District Improvements are on file in the office of the City Public Works Department and by reference are made part of this Report.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Furthermore, Article XIII D Section 4 of the Constitution states that:

"The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided."

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the Districts to fairly apportion the costs based on estimated special benefit to each parcel.

B. BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments of the Districts have been reviewed, identified, and allocated based on special benefit pursuant to the provisions of the Constitution and 1972 Act. The improvements associated with each District have been identified as necessary, required and/or desired for the orderly development of the properties within the Districts to their full potential, consistent with the proposed development plans and applicable portions of the development. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the maintenance and operation of the improvements are of special benefit to the properties in the Districts.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the Districts receives special benefit from the improvements where the parcel is located as well as from adjacent landscaping and public street lighting improvements. The desirability and security of properties

is enhanced by the presence of street lighting, well maintained landscaping and open space areas in close proximity to those properties.

The special benefits of landscaping and open space improvements within the Districts are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas, and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.
- Increased sense of pride in ownership of property within the Districts resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the Districts through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation, and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and streets.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal act and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to a special enhancement and desirability of each of the assessed parcels within the Districts. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within

the Districts and are not required nor necessarily desired by any properties or developments outside the Districts boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the Districts or to the public at large.

C. ASSESSMENT METHODOLOGY

The method of apportionment for the Districts calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned for each District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of each District improvements as well as individual property development within the Districts. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with the Constitution, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Assessment Units

To assess benefits equitably, it is necessary to relate the different types of parcel improvements to each other. The Assessment Unit ("AU") method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one AU. Every other land use is converted to AUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of property, as compared to a single-family home site.

The AU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size, and development.

The following formula is used to calculate each parcel's AU (proportional benefit) for LMD 4 and LMD 6.

Parcel Type AU x Acreage/Dwelling Units/Parcel/Lot = Parcel AU

The total number of Assessment Units ("AU's") is the sum of the individual AUs applied to the parcels that receive a special benefit from the improvements. An assessment amount per AU ("Rate") is established by taking the total cost of the

improvements (including administration costs) and dividing that amount by the total number of AUs of the parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual AU to determine the parcel's proportionate benefit and assessment obligation.

Total Balance to Levy / Total AU = Rate per AU

Rate per AU x Parcel AU = Parcel Levy Amount

Landscape Maintenance District No. 4

Single-Family Residential – This land use is defined as fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map of final tract map. This land use is assessed, 1.0 AU per lot or parcel. This is the base value that other land use types are compared and weighted against (i.e., Assessment Unit or AU).

Multi-Family Residential – This land use is defined as a fully subdivided residential parcels that includes duplexes, apartments and condominiums identified by a submitted or approved tentative tract map or final tract map. This land use is assessed, 1.0 AU per dwelling unit.

Developed Commercial – This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-Family property due to typically larger lot size in relation to residential properties. The commercial properties within Zone A1 are grouped into three different areas with predesignated assessment units at the time of formation. For any newly developed commercial properties, they will be assessed, 4.0 AU per acreage with a minimum of 4.0 AU.

Exempt Parcels – This land use identified properties that are not assessed and are assigned 0.0 AU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space area and right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual AU.

Land Use Codes and Assessment Units

Property Type	Land Use Code	Assessment Units	Multiplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi-Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Acre
Exempt Parcel	EXE	0.00	Parcel

The benefit formula applied to parcels within LMD 4 is based on the preceding AU table. Each parcel's AU correlates the parcel's special benefit received as compared to the other parcels benefiting from the improvements.

The following table summarizes the assessment rates for LMD 4.

City of West Covina
Landscape Maintenance District No. 4
FY 2024/2025 Preliminary Assessment Summary and Comparison

Zone	% of Budget	Parcel Count	Assessment Units	FY 2023/24 Assessment Rates	FY 2024/25 Proposed Assessment Rates	Total Assessment
A1	1.91%	30	451.00	$49.16	$49.16	$22,171.16
A2	1.45%	216	216.00	$77.89	$77.89	16,824.24
A3	5.74%	326	1,353.00	$49.33	$49.33	66,743.49
A4	9.96%	498	498.00	$232.48	$232.48	115,775.04
A5	3.52%	157	157.00	$260.98	$260.98	40,973.86
A6	6.13%	246	246.00	$289.99	$289.99	71,337.54
A7	44.98%	1,503	1,503.00	$348.02	$348.02	523,074.06
A8	15.69%	118	472.00	$386.66	$386.66	182,503.52
A9	10.61%	133	266.00	$464.00	$464.00	123,424.00
A10	0.00%	3	0.00	$0.00	$0.00	0.00
Total	**100.00%**	**3,230**	**5,162.00**			**$1,162,826.91**

BENEFIT ZONE LEGEND

A1 Commercial Property
A2 Condos (Triangle Area, East of Azusa Ave. and north of Woodgrove Park)
A3 Condos Minimum Maintenance Benefit
A4 Condos Medium Maintenance Benefit
A5 Single Family Triangle Area (Special Area, West of Azusa Ave and north of Amar Rd.)
A6 Single Family Medium Maintenance Benefit
A7 Single Family Maximum Maintenance Benefit
A8 Fourplex Minimum Maintenance Benefit
A9 Duplex Minimum Maintenance Benefit
A10 Exempt Parcels

Landscape Maintenance District No. 6

Single-Family Residential – This land use is defined as fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map of final tract map. This land use is assessed, 1.0 AU per lot or parcel. This is the base value that other land use types are compared and weighted against (i.e., Assessment Unit or AU).

The following table summarizes the assessment rates for Single Family Residential properties in LMD 6 and compares the proposed assessment with last year's assessment.

City of West Covina
Landscape Maintenance District No. 6
FY 2024/2025 Preliminary Assessment Summary and Comparison

Land Use Class	Parcel Count	AU	FY 2023/2024 Assessment Rate	FY 2024/2025 Proposed Assessment Rate	Total Assessment
Single Family Residential	238	238.00	$650.00	$650.00	$154,700.00
Total	**238**	**238.00**			**$154,700.00**

Landscape Maintenance District No. 7

The following table summarizes the different assessment rates for the different zone classifications in LMD 7 and compares the proposed assessment with the prior year's assessment.

City of West Covina
Landscape Maintenance District No. 7
FY 2024/2025 Preliminary Assessment Summary and Comparison

Zone	Parcel Count	FY 2023/2024 Assessment Rate	FY 2024/2025 Proposed Assessment Rate	Total Assessment
C1	8	$139.22	$139.22	$1,113.76
C2	372	$464.06	$464.06	172,630.32
Total	**380**			**$173,744.08**

IV. ESTIMATE OF COSTS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements, including incidental expenses.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within each District are the total cost of maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

A. CAPITAL IMPROVEMENT FUND

For Fiscal Year 2024/2025, below are the Capital Improvement Projects for Districts 4, 6 and 7.

Projects		
District	Description	Estimated Costs
LMD 4	Replacement of hardscape, repair and replacement of light standards and conversion of existing light fixtures to LED fixtures; as well as comprehensive tree removal and replacement.	$275,000
LMD 6		$110,000
LMD 7		$110,000

B. PROPOSED INCREASE SCOPE OF WORK

Located in the budgets is the proposed increase in scope of maintenance work at optimal levels for the Districts.

Landscape Maintenance District No. 4

LMD 4 contains lighted paseos and approximately 30 to 50-foot landscaped hillside slopes vegetated with plants, shrubbery, and trees. The current scope of work for the operations, maintenance, and care of these areas include 3 to 5 feet of fire clearing at the tops and toes of slopes and irrigation maintenance repairs. Increased scope of work for LMD 4 is recommended to include the modification of the paseo lighting to LED for energy cost savings, repair and replacement of light standards, hardscape repair and replacement of off-grade, cracked and broken areas, tree trimming of the hillside trees on a trimming cycle, and landscape maintenance including trash removal and clearing of the hillside plants and shrubbery. It is estimated that the budget required for the increased lighting, hardscape, and landscaping scope is approximately double the existing budget.

Landscape Maintenance District No. 6

LMD 6 contains approximately 30 to 50-foot landscaped hillside slopes vegetated with plants, shrubbery, and trees. The current scope of work for the operations, maintenance, and care of these areas include 3 to 5-feet of fire clearing at the tops and toes of slopes and irrigation maintenance repairs. Increased scope of work for

the LMD 6 is recommended to include the repair and replacement of light standards, hardscape repair and replacement of off-grade, cracked and broken areas, tree trimming of the hillside trees on a trimming cycle, and landscape maintenance including trash removal and clearing of the hillside plants and shrubbery. It is estimated that the budget required for the increased lighting, hardscape, and landscaping scope is approximately double the existing budget.

Landscape Maintenance District No. 7

LMD 7 contains landscaped hillside slopes vegetated with plants, shrubbery, and trees. The current scope of work for the operations, maintenance, and care of these areas include 3 to 5 feet of fire clearing at the tops and toes of slopes and irrigation maintenance and repairs. Increased scope of work for LMD 7 is recommended to include tree trimming of the hillside trees on a trimming cycle and landscape maintenance including trash removal and clearing of the hillside plants and shrubbery. It is estimated that the budget required for the increased and landscaping maintenance and operations scope is approximately double the existing budget.

C. SUMMARY OF COSTS

Levy Component	LMD 4		LMD 6		LMD 7	
DIRECT COSTS	**Existing Maintenance**	**Optimal Maintenance**	**Existing Maintenance**	**Optimal Maintenance**	**Existing Maintenance**	**Optimal Maintenance**
Personnel Services	$91,152	$182,304	$34,072	$68,145	$107,654	$215,308
Maintenance Contracts	523,881	1,047,761	142,884	285,769	102,425	204,850
Utilities (electricity & water)	594,360	1,188,720	60,479	120,958	57,978	115,955
Maintenance Supplies	5,550	11,099	0	0	0	0
Property and Liability Insurance	31,771	63,543	12,006	24,011	11,831	23,662
NPDES	75,000	150,000	5,000	10,000	5,000	10,000
Capital Improvement Project	275,000	550,000	110,000	220,000	110,000	220,000
Total Direct Costs	**$1,596,714**	**$3,193,427**	**$364,442**	**$728,883**	**$394,887**	**$789,774**
ADMINISTRATION COSTS						
Levy Administration and Professional Services	$3,993	$3,993	$2,320	$2,320	$2,345	$2,345
County Collection Fee	857	857	110	110	145	145
City Overhead and Administration	139,825	279,650	32,272	64,544	46,786	93,572
Total Administration Costs	**$144,674**	**$284,500**	**$34,701**	**$66,973**	**$49,276**	**$96,062**
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
TOTAL DIRECT AND ADMIN COSTS	**$1,741,388**	**$3,477,927**	**$399,143**	**$795,857**	**$444,163**	**$885,836**
Reserve Collection/(Transfer)	($303,561)	($1,765,100)	($134,443)	($421,157)	($160,419)	($492,092)
Capital Improvement Fund Collection/(Transfer)	(275,000)	(550,000)	(110,000)	(220,000)	(110,000)	(220,000)
General Benefit Contribution	0	0	0	0	0	0
General Fund/Other Revenue (Contributions)	0	0	0	0	0	0
Total Collections/(Credits)	**($578,561)**	**($2,315,100)**	**($244,443)**	**($641,157)**	**($270,419)**	**($712,092)**
Balance to Levy (Budgeted)	$1,162,827	$1,162,827	$154,700	$154,700	$173,744	$173,744
FUND BALANCE INFORMATION						
Estimated Beginning Fund Balance	**$1,396,083**	**$1,396,083**	**$141,806**	**$141,806**	**$297,831**	**$297,831**
Reserve Fund Adjustments	(303,561)	(1,765,100)	(134,443)	(421,157)	(160,419)	(492,092)
Interest	41,200	41,200	6,300	6,300	9,100	9,100
1911 Act District Adjustments	9,000	9,000	0	0	0	0
Capital Improvement Adjustments	(275,000)	(550,000)	(110,000)	(220,000)	(110,000)	(220,000)
Estimated Ending Reserve Balance	**$867,722**	**($868,817)**	**($96,337)**	**($493,051)**	**$36,512**	**($405,161)**

V. DISTRICT BOUNDARY DIAGRAMS

A diagram showing the exterior boundaries of the Districts, boundaries of any open space within the Districts, and the lines and dimensions of each lot or parcel of land within the Districts is on file in the office of the City Public Works Department and incorporated herein by reference. The lines and dimensions shown on the Los Angeles County Assessor's parcel maps for the current year are incorporated by reference and made part of this Report.



VI. ASSESSMENT ROLL``

Parcel identification, for each lot or parcel within the Districts, shall be the parcel as shown on the Los Angeles County Assessor Parcel Maps and/or the Los Angeles County Secured Tax Roll for the year in which this Report is prepared. The proposed assessment for each parcel within the Districts has been prepared in accordance with the assessment rates presented in the budget and the method of apportionment described in this report and has been presented to the City Clerk under a separate cover.

Non-assessable lots or parcels may include government owned land; public utility owned property, land principally encumbered with public right-of-ways or easements and dedicated common areas.

The assessment information for each parcel as outlined in this Report and confirmed by the City Council, shall be submitted to the County Auditor/Controller, and included on the property tax roll for Fiscal Year 2024/2025. If the parcels or assessment numbers within the Districts and referenced by this Report are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and assessment rates approved in this Report by the City Council.

City of West Covina
Landscape Maintenance District No. 4
10 Year Fiscal Projection

Percent Increase	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Fiscal Year	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**30-31**	**31-32**	**32-33**	**33-34**	**34-35**
Assessment Income	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**	**$1,162,827**
Interest [(1)]	41,200	1,735	1,091	386	0	0	0	0	0	0	0
Transfer In From LMD 2	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Prior Year Balance	1,396,083	867,722	545,569	192,856	(191,074)	(606,512)	(1,053,696)	(1,533,260)	(2,045,852)	(2,592,133)	(3,172,775)
Total Funding	**$2,609,110**	**$2,041,284**	**$1,718,487**	**$1,365,069**	**$980,753**	**$565,315**	**$118,131**	**($361,433)**	**($874,025)**	**($1,420,306)**	**($2,000,948)**
Maintenance Costs [(2)]	1,466,388	1,495,716	1,525,630	1,556,143	1,587,266	1,619,011	1,651,391	1,684,419	1,718,107	1,752,469	1,787,519
Capital Improvements	275,000	0	0	0	0	0	0	0	0	0	0
Total Cost	**$1,741,388**	**$1,495,716**	**$1,525,630**	**$1,556,143**	**$1,587,266**	**$1,619,011**	**$1,651,391**	**$1,684,419**	**$1,718,107**	**$1,752,469**	**$1,787,519**
Ending Balance	**$867,722**	**$545,569**	**$192,856**	**($191,074)**	**($606,512)**	**($1,053,696)**	**($1,533,260)**	**($2,045,852)**	**($2,592,133)**	**($3,172,775)**	**($3,788,467)**
Assessment Rate	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies

Notes: (1) Interest is approximately 0.4% of one-half of the previous year ending balance.
(2) 2% increase in maintenance cost each year due to inflation.

City of West Covina
Landscape Maintenance District No. 6
10 Year Fiscal Projection

Percent Increase	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Fiscal Year	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**30-31**	**31-32**	**32-33**	**33-34**	**34-35**
Assessment Income	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**	**$154,700**
Interest [1]	6,300	0	0	0	0	0	0	0	0	0	0
Prior Year Balance	141,806	(96,337)	(236,563)	(382,687)	(534,828)	(693,106)	(857,643)	(1,028,565)	(1,205,999)	(1,390,077)	(1,580,929)
Total Funding	**$302,806**	**$58,363**	**($81,863)**	**($227,987)**	**($380,128)**	**($538,406)**	**($702,943)**	**($873,865)**	**($1,051,299)**	**($1,235,377)**	**($1,426,229)**
Maintenance Costs[2]	289,143	294,926	300,824	306,841	312,978	319,237	325,622	332,134	338,777	345,553	352,464
Capital Improvements	110,000	0	0	0	0	0	0	0	0	0	0
Total Cost	**$399,143**	**$294,926**	**$300,824**	**$306,841**	**$312,978**	**$319,237**	**$325,622**	**$332,134**	**$338,777**	**$345,553**	**$352,464**
Ending Balance	**($96,337)**	**($236,563)**	**($382,687)**	**($534,828)**	**($693,106)**	**($857,643)**	**($1,028,565)**	**($1,205,999)**	**($1,390,077)**	**($1,580,929)**	**($1,778,693)**
Assessment of Highest Zone[3]	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650

Notes: (1) Interest is approximately 0.4% of one-half of the previous year ending balance.

(2) 2% increase in maintenance cost each year due to inflation.

(2) Previously approved maximum highest rate of $650, may not be increased further without vote.

City of West Covina
Landscape Maintenance District No. 7
10 Year Fiscal Projection

Percent Increase	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Fiscal Year	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**30-31**	**31-32**	**32-33**	**33-34**	**34-35**
Assessment Income	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**	**$173,744**
Interest [1]	9,100	73	0	0	0	0	0	0	0	0	0
Prior Year Balance	297,831	36,512	(130,517)	(304,436)	(485,309)	(673,273)	(868,472)	(1,071,050)	(1,281,154)	(1,498,935)	(1,724,547)
Total Funding	**$480,675**	**$210,329**	**$43,227**	**($130,692)**	**($311,564)**	**($499,529)**	**($694,728)**	**($897,306)**	**($1,107,410)**	**($1,325,191)**	**($1,550,803)**
Maintenance Costs [2]	334,163	340,846	347,663	354,616	361,709	368,943	376,322	383,848	391,525	399,356	407,343
Capital Improvements	110,000	0	0	0	0	0	0	0	0	0	0
Total Cost	**$444,163**	**$340,846**	**$347,663**	**$354,616**	**$361,709**	**$368,943**	**$376,322**	**$383,848**	**$391,525**	**$399,356**	**$407,343**
Ending Balance	**$36,512**	**($130,517)**	**($304,436)**	**($485,309)**	**($673,273)**	**($868,472)**	**($1,071,050)**	**($1,281,154)**	**($1,498,935)**	**($1,724,547)**	**($1,958,146)**
Developed Lot Rate [3]	$464.06	$464.06	$464.06	$464.06	$464.06	$464.06	$464.06	$464.06	$464.06	$464.06	$464.06
Undeveloped Lot Rate [4]	$139.22	$139.22	$139.22	$139.22	$139.22	$139.22	$139.22	$139.22	$139.22	$139.22	$139.22

Notes: [1] Interest is approximately 0.4% of one-half of the previous year ending balance.

[2] 2% increase in maintenance cost each year due to inflation.

[3] Zone 2, developed lots

[4] Zone 1, undeveloped lots

West Covina
Landscape Maintenance District's No. 4, 6 & 7
15 Rate History

Fiscal Year	LMD 4	LMD 6	LMD 7	
	Per AU Zone [1]	Per Unit	Developed Lot	Undeveloped Lot
2024/25 Proposed	**$464.00**	**$650.00**	**$464.06**	**$139.22**
2023/24	$464.00	$650.00	$464.06	$139.22
2022/23	$464.00	$650.00	$464.06	$139.22
2021/22	$464.00	$650.00	$464.06	$139.22
2020/21	$464.00	$650.00	$464.06	$139.22
2019/20	$464.00	$650.00	$464.06	$139.22
2018/19	$464.00	$650.00	$464.06	$139.22
2017/18	$464.00	$650.00	$464.06	$139.22
2016/17	$464.00	$650.00	$464.06	$139.22
2015/16	$464.00	$650.00	$454.96	$136.49
2014/15	$464.00	$650.00	$454.96	$136.49
2013/14	$464.00	$650.00	$454.96	$136.49
2012/13	$464.00	$650.00	$446.04	$133.81
2011/12	$464.00	$650.00	$437.29	$131.19
2010/11	$464.00	$650.00	$428.72	$128.62

(1) LMD4 has nine (9) separate zones of benefit with varying assessment rates from $49.16 to $464.00 per assessment unit. The zone shown in the table is for a single parcel with a duplex and is the highest assessment per parcel.