



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY **Updated Agenda 3.17.2025 (Updated presentation information)**

MARCH 18, 2025, 7:00 PM
REGULAR MEETING

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

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

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 a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please 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**

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

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. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

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

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or

using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

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 MARCH 18, 2025, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor Felicia R. Bagneris from Murph Chapel -St. Paul AME Church

PLEDGE OF ALLEGIANCE

Led by Councilman Gutierrez

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Presentation by Mr. Tyler Wigglesworth, Coordinator of the Performing Arts Academy and a donation from The Chinese American Association of West Covina
- Presentation by SGOOG Regarding Measure A Funding Options

ORAL COMMUNICATIONS - Three (3) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE MARCH 4, 2025, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MARCH 4, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

That the Council approve the March 4, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the March 4, 2025, City Council/Successor Agency Closed Session Meeting Minutes.

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

- 2) **CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2525 (CODE AMENDMENT NO. 24-01) TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CORRECTIONS AND INCORPORATE REQUIRED UPDATES TO COMPLY WITH STATE LAW, AND TO AMEND THE "COMMERCIAL" PORTION OF THE PLANNED COMMUNITY DEVELOPMENT NO. 1 (PCD-1) FOR THE WEST COVINA PORTION OF WOODSIDE VILLAGE TO MAKE DEVELOPMENT WITHIN THE PCD-1 ZONING CONSISTENT WITH THE CURRENT ZONING**

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

ORDINANCE NO. 2525 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 24-01, THE DEVELOPMENT CODE UPDATE CLEAN UP, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE, AND AMENDING THE COMMERCIAL PORTION OF PLANNED COMMUNITY DEVELOPMENT NO. 1 (PCD-1) FOR THE WEST COVINA PORTION OF WOODSIDE VILLAGE

CITY MANAGER'S OFFICE

- 3) **CONSIDERATION OF A LETTER SUPPORTING SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT PROPOSAL FOR ALLOCATION OF MEASURE A - LOCAL SOLUTION FUNDS (LSF) FUNDING SCENARIO #4 WITH MODIFICATIONS**

It is recommended that the City Council authorize the Mayor to sign a letter supporting the San Gabriel Valley Council of Government's modified Scenario 4 for the allocation of Measure A Local Solutions Funds.

- 4) **CONSIDERATION OF MAYORAL APPOINTMENT OF CITY COUNCIL MEMBER GUTIERREZ TO SERVE ON HURST RANCH HISTORICAL FOUNDATION BOARD OF DIRECTORS**

Staff recommends that the City Council adopt the following resolution:

RESOLUTION NO. 2025-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE APPOINTMENT OF COUNCIL MEMBER GUTIERREZ TO THE HURST RANCH HISTORICAL FOUNDATION BOARD OF DIRECTORS

COMMUNITY DEVELOPMENT

- 5) **CONSIDERATION OF REQUEST FOR PROPOSALS FOR MULTI-PARK LED SIGN INSTALLATION PROJECT (PROJECT NO. C25022)**

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

1. Reject All Bids for the Request for Proposals - LED Signage at City Community Facilities (Project No. C25022)

- 6) **CONSIDERATION OF AGREEMENT WITH BRIAN F. KNIGHT, ARCHITECT, INC. DBA BFK ARCHITECTURE + PLANNING FOR DESIGN SERVICES FOR CITY HALL ADA IMPROVEMENTS - PROJECT NO. 22017**

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

1. Award the Request for Proposals (RFP) for design services for the City Hall ADA Improvements Project to Brian F. Knight, Architect Inc. dba BFK Architecture + Planning; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with Brian F. Knight, Architect Inc. dba BFK Architecture + Planning, with a maximum compensation of \$233,000.00, in such final form as approved by the City Attorney.

FINANCE DEPARTMENT

7) CONSIDERATION OF RESOLUTION REQUIRING AMENDMENT TO CITY'S PURCHASING POLICY TO REQUIRE ALL NEW EXPENDITURES RELATING TO THE HEALTH DEPARTMENT TO BE APPROVED BY THE CITY COUNCIL

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DIRECTING STAFF TO ADD LANGUAGE TO THE CITY'S PURCHASING POLICY REGARDING CITY COUNCIL APPROVAL OF ALL PROPOSED NEW EXPENDITURES RELATING TO THE ESTABLISHMENT OF THE WEST COVINA HEALTH DEPARTMENT

POLICE DEPARTMENT

8) CONSIDERATION OF AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES TO FOOTHILL TRANSIT

It is recommended that the City Council authorize the City Manager to execute the Supplemental Law Enforcement Services Agreement with Foothill Transit for the provision of supplemental law enforcement services by the West Covina Police Department.

END OF CONSENT CALENDAR

HEARINGS

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.)

9) PENSION PREFUNDING INFORMATION

It is recommended that the City Council provide direction.

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

April 1, 2025

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

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

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

Sec. 2-50. Decorum--Required.

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

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

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

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

The following are excerpts from the Penal Code

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

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE MARCH 4, 2025, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MARCH 4, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

RECOMMENDATION:

That the Council approve the March 4, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the March 4, 2025, City Council/Successor Agency Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 3/4/2025 Closed Session Minutes Draft

Attachment No. 2 - 3/4/2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MARCH 4, 2025, 6:00 PM
REGULAR MEETING - CLOSED SESSION**

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

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

MINUTES

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Tony Wu on Tuesday, March 4, 2025, 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, Brian Gutierrez, Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Absent: Councilman Cantos

City Staff: Paulina Morales, City Manager, Roxanne Lerma, Assistant City Manager, Thomas Duarte, City Attorney, Maria-Luisa Olena, Assistant Finance Director,

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Armando Herman
Mistress Transgender

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)

Number of Cases: One (1)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code § 54956.8

Property: 811 S. Sunset Ave. (8468-016-034)

Agency Negotiator: Morales, Duarte

Negotiating Parties: Meritage Homes, LLC

Under Negotiation: Price and Terms

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.

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ADJOURNMENT

A motion to adjourn the Regular Closed Meeting was made by Mayor Tony Wu, and the meeting was adjourned at 6:50p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, March 18, 2025, at 6:00 p.m.

in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South,
West Covina, California.

Submitted By:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MARCH 4, 2025, 7:00 PM
REGULAR MEETING**

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

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

AGENDA

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

INVOCATION

Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE

Led by Mayor Wu

ROLL CALL

Council Members

Present: Council Members Rosario Diaz, Brian Gutierrez, Mayor Pro Tem Letty Lopez Viado, Mayor Wu

Absent: Councilman Cantos

REPORTING OUT FROM CLOSED SESSION

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

PRESENTATIONS

- Proclamation Promoting Nutrition
- Proclamation Honoring National Women's Month

ORAL COMMUNICATIONS - Three (3) minutes per speaker

R. Robinson
Jamie Zuleger
Clemence Neflas
Daniel Acosta
Frank Ackley
Joanna Gee
Alice Camarena
Douglas Fore
Gleen Kennedy
Tony Len
Mr. G
Mathew Gonzalez

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

ACTION: Motion by Mayor Pro Tem Lopez-Viado and Second by Councilwoman Diaz, 4-0 to: Approve Consent Calendar Items 1, and 3 And 3-0-1, (Abstain: Gutierrez) on item number 2

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE FEBRUARY 18, 2025, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE FEBRUARY 18, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

Carried 4-0 (Absent: Cantos) to: That the Council approve the February 18, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the February 18, 2025, City Council/Successor Agency Closed Session Meeting Minutes.

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

2) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2527 PERTAINING TO ZONE CHANGE NO. 24-01, REZONING A PROPERTY (200 SOUTH AZUSA AVENUE) IN THE NEIGHBORHOOD COMMERCIAL MIXED-USE ZONE (NMU) TO SERVICE COMMERCIAL MIXED USE (SMU) WITHIN THE AUTO PLAZA OVERLAY

Carried 3-0-1 (Abstain: Gutierrez; Absent: Cantos) to: It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2527 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING ZONE CHANGE NO. 24-01, REZONING A PROPERTY (200 SOUTH AZUSA AVENUE) IN THE NEIGHBORHOOD COMMERCIAL MIXED-USE ZONE (NMU) TO SERVICE COMMERCIAL MIXED USE (SMU) WITHIN THE AUTO PLAZA OVERLAY

3) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2528 AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE RELATING TO PUBLIC PARTICIPATION AND DECORUM DURING CITY COUNCIL MEETINGS

Carried 4-0 (Absent: Cantos) to: It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2528 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING PROVISIONS OF DIVISION 2 (MEETINGS AND RULES OF PROCEDURE) OF ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO PUBLIC PARTICIPATION AND DECORUM AT CITY COUNCIL MEETINGS

END OF CONSENT CALENDAR

DEPARTMENT REGULAR MATTERS

FINANCE DEPARTMENT

4) CONSIDERATION OF AMENDING PURCHASING THRESHOLDS

ACTION: Motion by Councilmember Gutierrez and Second by Mayor Pro Tem Lopez-Viado, 4-0 (Absent: Cantos) to: Approve Option 2: Lower the purchasing thresholds for non-public projects by repealing Resolution 2023-20 and approving a new resolution, changing the City Manager's purchasing threshold from \$200,000 to \$50,000.

CITY COUNCIL REQUESTS

5) BUSINESS LICENSE ADMINISTRATION AND COMPLIANCE SERVICES

It is recommended that the City Council receive and file the report presented.

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Councilmember Gutierrez: Create rules, policies, and procedures to ensure there is a fair process for the selection of vendors and sellers for events such as the Spring Festival by the second meeting in May. – No objection.
- Councilmember Gutierrez: Provide status update on the creation of a Veterans Advisory Committee at the next City Council Meeting.
- Councilmember Gutierrez: Provide an update on the fire hydrants by the first meeting in April. – No objection
- Councilmember Gutierrez: Presentation by Transtech on the HSIP Grant for Cycle 12 including what the money will be used for and the equipment that will be purchased, by the next council meeting and a presentation by Transtech on alternative ideas and designs to ensure safety on the roads, new technology with stop signs and LED lights.
- Mayor Wu: Requested and update on the LMD's including sidewalk improvements, lighting, and tree trimming.
- Councilman Gutierrez: Requests that Public Safety (Code) work with the apartment complex to upgrade their lighting behind Glendoria Ave.

CITY COUNCIL COMMENTS

- Mayor Pro Tem Lopez-Viado announced that she will not be in attendance at the March 18, 2025, City Council Meeting.
- Councilmember Gutierrez mentioned that a meeting has been requested with the individual at Edison who is responsible for the lighting in the City.

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ADJOURNMENT

A motion to adjourn the Regular Meeting was made at 11:52 PM. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, March 18, 2025, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2525 (CODE AMENDMENT NO. 24-01) TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CORRECTIONS AND INCORPORATE REQUIRED UPDATES TO COMPLY WITH STATE LAW, AND TO AMEND THE "COMMERCIAL" PORTION OF THE PLANNED COMMUNITY DEVELOPMENT NO. 1 (PCD-1) FOR THE WEST COVINA PORTION OF WOODSIDE VILLAGE TO MAKE DEVELOPMENT WITHIN THE PCD-1 ZONING CONSISTENT WITH THE CURRENT ZONING

RECOMMENDATION:

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

ORDINANCE NO. 2525 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 24-01, THE DEVELOPMENT CODE UPDATE CLEAN UP, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE, AND AMENDING THE COMMERCIAL PORTION OF PLANNED COMMUNITY DEVELOPMENT NO. 1 (PCD-1) FOR THE WEST COVINA PORTION OF WOODSIDE VILLAGE

BACKGROUND:

At the June 2, 2020 City Council meeting, the City Council authorized the City Manager to apply for and receive the Local Early Action Planning (LEAP) Grant from the California Department of Housing and Community Development, and enter into an agreement with the State for a grant of \$500,000. LEAP was a one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for the 6th Cycle Regional Housing Needs Assessment. The City utilized the LEAP Grant to complete a comprehensive re-write of the City's Zoning Code (Development Code Update). The Development Code Update process included extensive community outreach. The new Development Code was adopted by the City Council on February 20, 2024.

The Development Code is a "living document" that is intended to be updated periodically. Planning Division staff has been implementing the latest Development Code since it became effective March 2024. Staff has utilized the Development Code in responding to questions at the counter and on the phone as well as for review of development applications. Staff has made notations of issues as they were discovered. When the Development Code was adopted, it was understood that the City would go back to fix certain items found through the application of the Code that were unintentionally left out, syntax/grammar/spelling/numbering errors, Code items that have been enforcement issues, fix/clarify language that is unclear, etc.

Changes proposed to the Planned Community Development No. 1 (PCD-1) for the West Covina portion of Woodside Village will make the application of PCD-1 consistent with current zoning designations. The Code standards for PCD-1 states that all commercial development is required to comply with the standards in the Neighborhood Commercial zone (N-C). The N-C zone was replaced with the Neighborhood-Mixed Use (NMU) zone, so the reference to the zoning will be corrected.

In addition, the California Department of Housing and Community Development (HCD) sent the City a letter on September 18, 2024 stating that the current draft of the Housing Element Update complies with State law. However, before HCD will certify the City's Housing Element, the City is required to adopt certain code amendments related to emergency shelter parking, multifamily residential parking, minimum lot size for multifamily residential lots, and "by-right" multifamily residential developments.

Furthermore, the proposed code amendment also includes minor revisions made to comply with new State laws that took effect on January 1, 2025.

Planning Commission Review

At the December 10, 2024 Planning Commission meeting, the Planning Commission held a public hearing. During the public hearing, one member of the public spoke against the code amendment with concerns related to temporary non-commercial and election season signs. The Planning Commission voted 3-0 to recommend to the City Council the adoption of the draft Ordinance through the approval of Resolution No. 24-6157, with exclusions. The Planning Commission's recommendation did not include Sections 14, 21, 27, 29, 41, 43, 44, 45, 46, 47, 48, 49, 50, and 51 of the draft Ordinance because they felt that the sections do not qualify as "clean up" items and should be reviewed separately to allow for at length discussions and specific public notification.

Ordinance No. 2525 was drafted to include the sections the Planning Commission did not include in its recommendation for adoption in order to provide the City Council with information on the exact texts the Planning Commission reviewed and to allow the City Council the ability to make its own determination.

City Council Review

The City Council held a public hearing and introduced Ordinance No. 2525 at the February 18, 2025 City Council meeting. The City Council voted to introduce the Ordinance as presented (including items not recommended by the Planning Commission) with the added amendment to the call-up procedures, allowing two City Council members to call up any decision of the Planning Commission and increasing the public hearing notification radius from 500 feet to 1,000 feet for all projects called up by the City Council.

DISCUSSION:

Ordinance No. 2525 has been revised to reflect the City Council's direction during the February 18, 2025 public hearing.

If adopted, the Ordinance will take effect on the 31st day following adoption, which is on or about April 18, 2025.

Staff recommends that the City Council adopt Ordinance No. 2525.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Adopt Ordinance No. 2525; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

The ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The ordinance would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

Prepared by: Jo-Anne Burns, Deputy Community Development 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 - Ordinance No. 2525

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

ORDINANCE NO. 2525

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 24-01, THE DEVELOPMENT CODE UPDATE CLEAN UP, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE, AND AMENDING THE COMMERCIAL PORTION OF PLANNED COMMUNITY DEVELOPMENT NO. 1 (PCD-1) FOR THE WEST COVINA PORTION OF WOODSIDE VILLAGE

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the “Development Code Update” which amended the City of West Covina Municipal Code including the combination of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26); and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code in order to make corrections and to incorporate updates required by State law; and

WHEREAS, it is necessary to amend the “Commercial” portion of the Planned Community Development No. 1 (PCD-1) for the West Covina portion of Woodside Village to make development within the PCD-1 zoning consistent with the current zoning; and

WHEREAS, on December 10, 2024, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider Code Amendment No. 24-01 (Development Code Update Clean Up), gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council’s approval and adoption of the Development Code Update Clean up, with exclusions; and

WHEREAS, on February 18, 2025, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

WHEREAS, the Ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures; and

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

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

SECTION 1. Recitals. The City Council finds that all of the facts set forth in the recitals to this Ordinance are true and correct and incorporated herein as findings.

SECTION 2. Record. The findings made in this Ordinance are based upon the information and evidence that has been presented at the hearings and in the record of the proceedings.

SECTION 3. Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 24-01.

SECTION 4. General Plan Consistency. Based on the evidence presented, Code Amendment No. 24-01 is found to be consistent with the City's General Plan.

SECTION 5. Findings. In accordance with Section 26-292 of Chapter 26 of the West Covina Municipal Code, the City Council makes the following findings regarding Code Amendment No. 24-01:

- (a) *The proposed amendment ensures and maintains internal consistency with the goals, policies, and strategies of all elements of the General Plan, and, in the case of a Zoning Code amendment, will not create any inconsistencies with this Chapter.*

The purpose of the proposed Development Code amendment is to fix errors made in the Development Code Update adoption and to make the Development Code consistent with State law. Therefore, Code Amendment No. 24-01 maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

- (b) *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 24-01 is designed to improve the welfare of the City by fixing errors made in the Development Code Update adoption and making the revisions necessary to comply with State law.

- (c) *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

Code Amendment No. 24-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

SECTION 6. Code Amendment. Amend Subsection E (Commercial) of Section VII (Site Development Standards) of the Planned Community Development No. 1 (PCD-1) for the West Covina portion of Woodside Village to read as follows:

E. Commercial

The site development ~~S~~standards of the West Covina ~~N-C (Neighborhood Commercial)~~ Neighborhood Commercial Mixed Use (NMU) zone shall be used. In addition to the site development standards of the ~~Neighborhood Commercial (N-C)~~ NMU zone, the following shall apply: to auto supply stores that include "installation" and "minor services":

1. Auto supply stores that include "installation" and "minor services"
2. Not less than 40% of structures shall be devoted to retail use.
3. No service bays shall open onto a public right-of-way.
4. Landscaping shall conform to the landscaping requirements of the Master Plan.
5. Exterior of the structures must blend with the surrounding development.

A waiver of one or more of the development ~~S~~standards above for a specific Development Plan may be granted by the Planning Commission, if it finds that there are exceptional physical circumstances applied on the property which substantiate the requested waiver, and that the granting of such waiver will not be materially detrimental to the proposed development or to the surrounding developments. A request for waiver, and the justification, therefore, shall be filed in writing at the time that the application for the specific Development Plan is filed.

SECTION 7. Code Amendment. All references to "community development director" within Chapter 26 shall be changed to "Community Development Director."

SECTION 8. Code Amendment. All references to "city engineer" within Chapter 26 shall be changed to "City Engineer."

SECTION 9. Code Amendment. All references to "planning commission" within Chapter 26 shall be changed to "Planning Commission."

SECTION 10. Code Amendment. All references to "city council" within Chapter 26 shall be changed to "City Council."

SECTION 11. Code Amendment. The following definitions shall be added to Section 26-38 of Division 4 of Article I of Chapter 26 and shall be arranged in alphabetical order along with the existing definitions:

New Structure. Any building or structure built where no existing buildings are present, or any construction involving the alteration, addition, remodeling, repairing, or renovation of an existing building when fifty percent or more of the exterior wall and roof structures are removed/demolished.

Unclassified Use Permit (UUP). An Unclassified Use Permit shall be considered the same as a Conditional Use Permit (CUP).

SECTION 12. Code Amendment. Section 26-45 of Division 1 of Article II of Chapter 26 shall be amended to add new subsection (b) to read as follows:

Any additions or accessory buildings shall maintain architectural consistency with the primary structure in regard to roof profile and pitch, materials, colors, roofing, scale, exterior treatment and details.

SECTION 13. Code Amendment. Table 2-3 (Minimum Lot Dimensions and Lot Area for R-A and R-1 Zones) within Section 26-46 of Division 1 of Article II of Chapter 26 shall be amended to read as follows:

Zone	Minimum Lot Width (ft.)	Minimum Lot Depth (ft.)	Minimum Lot Area (sq. ft.)
R-A	–	–	6,000
<u>R-A/R-1-6,000</u>	50	95	6,000
<u>R-A/R-1-7,500</u>	60	105	7,500
<u>R-A/R-1-9,450</u>	70	110	9,450
<u>R-A/R-1-14,400</u>	90	125	14,400
<u>R-A/R-1-20,000</u>	110	–	20,000
<u>R-A/R-1-40,000</u>	130	–	40,000

SECTION 14. Code Amendment. Section 26-46 (d) of Division 1 of Article II of Chapter 26 shall be amended to read as follows:

(d) Single-Family Building Height.

(1) No building or structure shall have more than two (2) stories or be more than twenty-five (25) feet above finished grade.

(i) Hillside areas step massing. A maximum overall height of thirty-five (35) feet may be allowed for buildings which in stepping down the slope diminish bulk provided that no point around the perimeter exceeds twenty-five (25) feet and the natural slope is no less than fifteen (15) percent, subject to the approval of

an administrative permit. A building is considered to step down the slope if the line connecting its corresponding components is no steeper than the average of the natural slope adjacent to the entire structure. A topographical survey prepared by a licensed surveyor shall be required as part of the administrative permit submittal. Projects that utilize more than two (2) terracing retaining walls and/or retaining walls greater than four (4) feet in height to create a flat building pad do not qualify for the allowable step massing height increase.

- (2) Chimneys, vents and other such incidental appurtenances shall conform to the standards set forth in 26-65.
- (3) Subterranean garages shall not be included in the measurement of height nor counted as a story.
- (4) Buildings on lots in excess of twenty thousand (20,000) square feet may exceed the maximum height limit stated in subsection (a) by one (1) foot for every five hundred (500) square feet of floor area in excess of twenty-five hundred (2,500) square feet. Such increase in height shall increase the yard requirements on a foot-to-foot ratio, i.e., one (1) foot of additional height requires eleven-foot side yards and twenty-six-foot front and rear yards, five (5) feet of additional height requires fifteen-foot side yards and thirty-foot front and rear yards, however no structure shall exceed two (2) stories and thirty-two (32) feet maximum height.

SECTION 15. Code Amendment. Section 26-46 (h) of Division 1 of Article II of Chapter 26 shall be amended to read as follows:

(h) Second-story setbacks regulations for R-A and R-1 Zones.

- (1) *Front Yard:* When the first story of an existing or proposed single-family structure is built within thirty (30) feet or less of the front property line, the front yard setback of any future second story ~~addition~~ or second-floor expansion shall be a minimum of thirty (30) feet, except for lots less than 7,500 square feet in area, where the second story shall be set back a minimum of twenty-five (25) feet.
- (2) *Side Yard:* When the first story of an existing or proposed single-family structure is built within ten (10) feet or less of the side property line, the side yard of any future second story ~~addition~~ or second-floor expansion shall be a minimum of ten (10) feet. The following exception may be allowed, subject to community development director (or their designee) review and the approval of an Administrative Permit, in cases where an existing second-story has a second-story setback that is less than ten (10) feet on an elevation:
 - (i) Said side yard second story setbacks may be the same as the existing second story setback if no portion of a building or structure (existing or

proposed) encroaches through a daylight plane that is projected above each setback line and sloping inwards at a forty-five (45) degree angle measured at a point ten (10) feet above the finished grade level along the side property line toward the opposing side property line.

(ii) Said side yard second story setback shall not be required along any side yard which abuts property zoned for or developed with a nonresidential use (e.g. schools and parks) or a public right-of-way, flood control channel, or utility easement upon which no residential structures may be developed.

(iii) As used in this section, second story setback shall also apply to any portion of the first story under a sloped roof with a ridge height greater than sixteen (16) feet and/or an exterior wall height greater than twelve (12) feet above the finished adjacent grade. The gable end of a sloped roof shall not be included in the exterior wall height calculation.

(iv) The second story setbacks stated in subsections (1) and (2) above on lots of 20,000 square feet or more shall ~~not be required~~ be increased accordingly for developments which utilize the additional height provisions pursuant to section 26-46(d)(4).

(v) Rooftop decks and/or balconies attached to the primary structure with direct access from the second-floor or stairs leading thereto shall comply with two story setback requirements.

SECTION 16. Code Amendment. Table 2-5 within Section 26-48 of Division 1 of Article II of Chapter 26 shall be amended to read as follows:

	MF-8	MF-15	MF-20	MF-45
Minimum Site Size	~~2-acres~~ <u>20,000 sq. ft.</u>	~~1-acre~~ <u>20,000 sq. ft.</u>	~~1-acre~~ <u>20,000 sq. ft.</u>	20,000 sq. ft.
Minimum Width (feet)	150'	150'	150'	100'*
Minimum Average Depth	–	–	–	150'
*At the street line				

SECTION 17. Code Amendment. Section 26-49(a)(2) of Division 1 of Article II of Chapter 26 shall be amended to read as follows:

The review and approval process for an eligible Senate Bill 35 (SB35) housing project shall adhere to CGC Section 65913.4, as amended. For eligible SB35 projects, and/or multi-family residential projects providing a minimum of 20-percent of the total dwelling units reserved for lower income households subject to deed restriction, the community development director shall approve or deny the ministerial Precise Plan based on the West Covina Multi-Family Objective Design Standards (2022) adopted by the City. Within 30 days of such action, the

community development director shall prepare a report to the Planning Commission, providing a description of the project and the nature of the approval. Any such Precise Plan approved under SB35 shall be valid for a period of three (3) years, with one (1) additional extension of time in a one-year increment. The Community Development Director or their designee may approve a one-year extension if the project proponent provides documentation that there has been significant progress toward getting the development construction ready, such as, but not limited to, the filing of a building permit application that is kept active.

SECTION 18. Code Amendment. The “Emergency shelters (Homeless), up to 30 occupants within City” in the “Residential Uses” category of Table 2-12 of Division 2 of Article II of Chapter 26 shall be amended as follows (“X” designation means the use is allowed “by right”):

Uses and Permit Requirements for Mixed-Use Zones	Zones					Special Regulations
Use Types	OPMU	NMU	RMU	SMU	M-1	
Emergency shelters (Homeless), up to 30 occupants within City	CUP	CUP	X	CUP	X	Section 26-118

SECTION 19. Code Amendment. Section 26-71 of Division 2 (Accessory Structures) of Article III of Chapter 26 shall be amended to read as follows:

26-71 Permit Requirements and Exemptions

- (a) ~~Accessory~~ [Certain accessory](#) structures located in single-family [zones referenced within this Section \(Division 2 - Accessory Structures\) and within Section 26-46 as requiring an Administrative Permit, and all](#) accessory structures located in multi-family, mixed-use, commercial and industrial zones shall require an Administrative Permit, pursuant to the procedures and findings outlined in Article VI, division 6.
- (b) The following structures located in the single-family and multi-family zones are exempt from planning entitlements provided they comply with the requirements listed below and standards set forth in section 26-72. Exempt accessory structures may require building permits to maintain conformance with the California Building Code adopted by the City.
 - (1) Accessory structures that are less than 120 square feet in size and no portion of the structure is seven (7) feet or greater in height, provided that no more than two (2) of such structures are located within the same lot or site.
 - (2) A detached structure typically used for decorative or landscape design purposes such as a fountain, water wall, bird bath and similar features that

are less than 120 square feet in size and no portion of the feature is six (6) feet in height or greater.

(3) Accessory dwelling units and junior accessory dwelling units pursuant to Article IV, Division 2 (Accessory Dwelling Units and Junior Accessory Dwelling Units).

~~(4) Urban Dwelling Units pursuant to Article IV, Division 4 (Urban Dwelling Units).~~

SECTION 20. Code Amendment. Table 3-1 within Division 2 (Accessory Structures) of Article III of Chapter 26 shall be amended to read as follows:

Type of Accessory Structure	Minimum Setback Requirements				Maximum Lot Coverage	Maximum Height
	Front	Rear	Side	Street Side		
Pools and spas,	Not Permitted*	5 feet	5 feet	Not permitted	n/a	n/a
Pool/spa equipment	Not Permitted*	5 feet	5 feet	Not permitted	n/a	5ft
Detached accessory structures with open or solid roofing.	Not Permitted	4 feet	4 feet	Not permitted	Standard building coverage per Table 2-4 of Section 26-46	16 ft
Temporary, portable shade structures	Not Permitted	4 feet	4 feet	Not permitted	30% of required rear yard area, Standard building coverage per Table 2-4 of Section 26-46	10 ft.
Decks/elevated structures greater than 30” in height and/or greater than 30 square feet in area	Not Permitted	1.5 times standard building setback <u>of the underlying zone per Section 26-46(e)</u>	1.5 times standard building setback <u>of the underlying zone per Section 26-46(e)</u>	1.5 times standard building setback <u>of the underlying zone per Section 26-46(e)</u>	n/a	8 ft
Attached patios, chimneys and fireplaces, and similar structures	Same as required for primary structure					
* May be permitted through an Administrative Permit process per Section 26-68(R-A/R-1 zones only)						

SECTION 21. Code Amendment. Section 26-73 of Division 2 of Article III of Chapter 26 shall be amended to read as follows:

26-73 Solar Energy Systems

(a) The purpose of this section is to allow for timely and cost-effective installations of solar energy systems that shall:

(1) Provide for the installation of small to medium solar energy systems to enable the generation of electricity from the sun, for on- and off-site uses.

(2) To minimize potential adverse impacts associated with solar energy systems.

(b) Development Standards

(1) *Ground-mounted solar energy collectors.* Ground-mounted solar energy collectors shall be installed and maintained in accordance with the following requirements:

(i) *Location.* Ground-mounted solar energy collectors are permitted in all zoning districts. In residential zoning districts, solar energy collectors and their mounting framework shall not be located within the front setback and shall not be visible from the public right-of-way adjacent to the front, or side property line. In nonresidential zoning districts, solar energy collectors may be visible from the public right-of-way with approval of an Administrative Permit.

(ii) *Height.* In residential zoning districts, the height of a ground-mounted solar energy collector system shall not exceed twelve (12) feet. The maximum height shall be twenty-five (25) feet when located on a non-residential property not abutting a residential zone. The maximum height of a ground-mounted solar energy collector system shall be fifteen (15) feet when located on a non-residential property abutting a residential zone.

(iii) *Setbacks.* Installations of less than six (6) feet in height may project up to two (2) feet into a required setback. Installations of six (6) feet or more in height shall comply with building setback requirements for patio covers.

~~—(c)~~(2) *Roof-mounted solar energy collectors.*

(4) (i) *Location.* It is preferred that photovoltaic solar energy systems in the single-family residential zone on roofs are designed in a way that is flush-mounted and/or are not installed on the portion of the roof that faces the street, and/or are screened from the public right-of-way. If the photovoltaic

solar energy systems on roofs are not flush-mounted and/or installed on the portion of the roof that faces the street, and/or is visible from the street, applicant submittal of additional documentation to the Planning Division is required prior to the first Building Division inspection to receive inspector sign-off. The required documentation shall be a written analysis prepared by a licensed engineer indicating that all options to redesign the photovoltaic system with a flush-mounted design and/or without utilizing the street facing roof will:

~~(i)~~a) Increase the installation cost by more than \$1,000; AND

~~(ii)~~b) Will cause a drop in energy production by more than 10-percent (10%).

~~(2)~~(ii) *Height.* Photovoltaic solar energy systems on the roof may extend up to five (5) feet above the height limit in the district in which it is located or the roof surface on which they are installed, provided that the height extension is necessary to be within the installation cost and/or energy production thresholds mandated by State law.

~~(3)~~(iii) Solar water or swimming pool heating systems may extend up to seven (7) feet above the height limit in the district in which it is located or the roof surface on which they are installed.

~~(d)~~ (3) Solar energy collector on carports.

~~(4)~~(i) Photovoltaic equipment, as defined by section 26-36, "Solar Energy Systems," may be installed on the roof of carports for the purpose of collecting, storing, or transferring solar energy as part of a larger solar energy system installed in structure(s) on the same building site without additional discretionary permit.

~~(2)~~(ii) The maximum height of solar energy collector equipment on carport roofs shall not exceed the maximum height of the underlying district.

(c) Reflection Angles and Glare. Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties. Solar collectors shall be designed such that concentrated solar glare does not project onto nearby structures, roadways, or the public right-of-way. Installation of anti-glare panels and/or anti-glare film is preferred. The property owner shall be responsible for mitigating any glare issues discovered after installation.

SECTION 22. Code Amendment. Section 26-85(j) of Division 5 of Article III of Chapter 26 shall be amended with subsections (1) through (9) remaining the same with no changes to read as follows:

Synthetic Turf. Synthetic turf may be used as a substitute for natural ~~turf~~[turf](#) for the purposes of water conservation. The use of synthetic turf on properties zoned for multi-family residential or non-residential uses shall require an administrative permit, pursuant to Article VI, Division 6. The following standards shall apply to the use and maintenance of synthetic turf.

SECTION 23. Code Amendment. Section 26-89(a)(4) of Division 6 of Article III of Chapter 26 shall be amended to read as follows:

(4) Parking of recreational vehicles, recreational equipment and trailers, and utility trailers in the front yard or unscreened street side yard.

(i) Under no circumstance may utility trailers be parked in the front yard or unscreened street side yard.

(ii) Campers and camper shells placed on the ground or otherwise not properly mounted on a pickup or other truck may not be stored in the front yard or unscreened street side yard.

(iii) Vehicles must be registered to the permanent resident of the property and registered to the property address.

(iv) Vehicles shall be maintained in proper condition. Vehicles stored or maintained in one (1) or more of the following conditions shall be deemed to be in violation of this standard:

a) Vehicles with damaged or broken windows or doors, or damaged or torn screens or shades.

b) Vehicles that are covered with tarps or other covers which are deteriorating or torn.

c) Vehicles with damaged or broken parts, including, but not limited to, tow bars, mirrors, light shields, bumpers, tanks, ladders, soft top cover for popups, luggage compartment doors, air handling units, and luggage racks.

d) Vehicles with any peeling, blistering, rusting, or otherwise deteriorating exterior surface.

e) Vehicles with open awnings, open slide-outs, and~~or~~[or](#) open popups.

(v) In addition to other applicable standards, vehicles may not be parked closer than a distance of five (5) feet from the curb face or the edge of the street pavement, if no curb exists.

(vi) In no case shall the parking of a motor home, accessory recreational vehicle, or recreational equipment and trailer occupy greater than fifty percent (50%) of the width of the primary driveway and/or block access or use of the primary driveway by other vehicles. ~~be in a location other than the primary driveway block the use of the primary driveway or access to the garage or carport by other vehicles.~~

(vii) One (1) motor home or accessory recreational vehicle may be parked on the side pad, circular drive, or ~~other allowed parking areas that are not part of the primary driveway leading directly to a garage or carport~~ without the approval of an administrative permit.

(viii) Motor homes, accessory recreational vehicles, and recreational equipment and trailer, up to an overall total of two (2) such vehicles, may be parked in any allowed parking area, subject to the approval of an administrative permit pursuant to the provisions of section Article VI, Division 6, and further pursuant to the provisions of subsection (e) below. A first motor home or accessory recreational vehicle permitted to be parked pursuant to subsections ~~(8(vi) and (vii))~~ (vi) and (vii) above shall be included in the total of two (2) vehicles.

SECTION 24. Code Amendment. Table 3-2 of Section 26-90 of Division 6 of Article III of Chapter 26 shall be amended to read as follows:

Land Use Type	Vehicle
General Business	
All business financial and professional service uses, except uses listed below.	1 space for each 250 sf of gfa of leasable area or as required by ~~CUP~~ <u>the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council</u>
Automobile, boat, trailer sales or rental; retail nurseries, lumber yards, other open uses	1 space for each 1,000 sf of gfa devoted to display or as required by CUP.
Automobile service stations	1 space for each two employees (minimum of 2 spaces), plus 1 space for each service bay or as required by ~~CUP~~ <u>the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council</u>
Adult day care services	1 space per employee and 1 additional space per 10 clients or as required by ~~CUP~~ <u>the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council</u>
Automated teller machines	2 spaces for each machine or as required by ~~CUP~~ <u>the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council</u>
Bars, taverns, and similar uses	1 space for each 50 sf of gfa seating and waiting areas or as required by ~~CUP~~ <u>the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council</u>
Billiard parlors	1 space for each billiard table, plus 1 space for each employee or as required by ~~CUP~~ <u>the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council</u>
Boarding house	1 space for each unit.

Land Use Type	Vehicle
Bowling alley	5 spaces for each alley or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Business, general retail, personal service	1 space for each 250 sf of gfa or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Clubs, fraternal organizations, etc.	1 space for each 2 beds, plus 1 space for each 40 sf of assembly area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Convalescent homes	1 space for each 2 beds or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Construction and heavy equipment sales, including equipment rental	1 space for each 300 sf of gfa of display area and an additional space for each 1,000 square feet of outdoor display area.
Furniture, appliance / equipment sales.	1 space for each 300 sf of gfa of display area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Gasoline sales	1 space for each gasoline pump, plus 1 space per employees plus additional parking requirements for each ancillary use.
Hospitals and sanitariums	1.5 spaces for each .75 beds (2 spaces per bed).
Medical and Dental Office	1 space for each 250 sf of gfa, or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Motels and hotels, including B&B inns	1 space for each room or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Mortuaries, funeral home	1 space for each 4 seats in assembly area and 1 space per employee or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Office	1 space for each 300 sf of gfa for buildings under 20,000 sf or 350 sf of gfa for buildings 20,000 sf or more.
Orphanage and rest home	1 space for each 3 beds or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Recreational vehicle, boat, or motor-home sales	1 space per 450 sf of gfa of building area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Restaurant, greater than 2,500 square feet (permanent seating, drive-in, drive-through) and cocktail lounges	1 space for every 100 square feet of GFA, plus 1 space per 150 square feet of gfa of outdoor customer dining area in excess of 500 square feet. For outdoor customer dining area, no parking spaces are required for the first 500 square feet or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Restaurant, 2,500 square feet or less (permanent seating,) and cocktail lounges ¹	1 space for each 250 sf of gfa of leasable area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Shopping centers	1 space for each 250 sf of gfa of gross leasable area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council

Land Use Type	Vehicle
Theaters, skating rinks, other places of public assembly	1 space for every 3 seats, plus 1 space for every 40 sf of assembly area not occupied by seats or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council .
Veterinary clinics, including animal boarding and kennels.	1 space for each 350 sf of gfa and 1 additional space for each 1,250 sf of gfa of boarding area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Warehouse	1 space for each 400 sf of gfa or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Industrial, Manufacturing and Processing, Wholesale	
Brewery, distillery with or without tasting or tap rooms	1.55 spaces per 1,000 sf of gfa which may include a maximum of 10% office space, plus if the percentages of office space exceed 10% of the gfa, 4 spaces per 1,000 sf of gfa in excess of 10%. Tasting or taprooms and outside patios: 17 spaces per 1,000 sf of gfa.
Computer game/internet access center	1 space for each 5 machines, plus 1 space for each 5 spaces in waiting area or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Industrial, manufacturing / Processing, wholesale uses less than 50,000 sf.	1 space for each 350 sf of gfa, or as determined by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council . Gross floor area may include any ancillary uses including offices ~~or as required by CUP~~ .
Industrial, manufacturing / Processing, wholesale uses greater than 50,000 sf.	1 space for each 700 sf of gfa, or as determined by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council . Gross floor area may include any ancillary uses including offices.
Laboratory, research and development	1 space for each 300 sf of gfa. plus 1 space for each company vehicle.
Recycling facility	1 space for each 1,000 sf of gfa, or as determined by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council . The gfa may include ancillary uses including office space ~~or as required by CUP~~ .
Self-storage facilities	A minimum of 5 parking spaces for customers and 2 additional spaces for on-site management or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council .
Wholesale and warehouse distribution.	1 space for each 1,000 sf of gfa or as determined by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council . The gfa may include ancillary uses including office space ~~or as required by CUP~~ .
Adult entertainment	1 space for each 250 sf of gfa, or as determined by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council
Commercial recreation facility	1 space for each 250 sf of gfa or as required by CUP the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council .
Conference, convention facility	1 space for each 4 seats or 1 space for every 50 sf of gfa. of assembly area or meeting rooms, whichever is greater or as

Land Use Type	Vehicle
	required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Fitness facility or health club	1 space for each 250 sf of gfa, not including areas devoted to courts, plus 2 spaces for athletic courts or as required by ~~CUP~~ the precise plan, CUP, AP, or other entitlement as approved by the Planning Commission or City Council
Library, museum	1 space for each 300 sf of gfa and 1 space for associated vehicles or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Schools	
Elementary schools	1 space for each employee or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Junior high	1 space for each employee, plus 1 space for each 20-50 students or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
High school	1 space for each employee, plus 1 space for each 5 students or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Colleges, business schools, trade schools, and similar uses	1 space for each 2 employees, plus 1 for each 2 students or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Sports and entertainment assembly facilities	1 space for each 4 seats or 1 space for every 50 sf of gfa. of assembly area or meeting rooms, whichever is greater or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council..
Studios including art, dance, martial arts, music, educational, etc.	1 space per 200 sf of gfa or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Theatre, auditorium, religious facilities	1 space for each 4 seats or 1 space for every 50 sf of gfa of assembly area or meeting room, whichever is greater or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Residential Uses	
Child day care centers	1 space per employee, plus 1 additional space per 10 children or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Child day care; large family day care homes.	Same as single-family or multi-family dwelling, or as required by State license or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Child day care – small day care home	Same as single-family or multi-family dwelling, or as required by State license or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
~~Condominiums~~	~~2 spaces for each unit, plus 1 guest space for each 4 units or as required by CUP.~~
Emergency shelters	~~1 space per four beds and/or .5 per bedroom, plus 1 parking space per staff member or as required by CUP.~~ 1 space per staff member
Fraternity, Sorority, dormitory	1 space per bed.

Land Use Type	Vehicle
Live/work units	2 spaces, plus 1 guest space for each 2 units.
~~Multi-family dwelling (non-condominium)~~	~~2 spaces for each unit, plus 1 guest space for each 4 units.~~
Multi-family ~~mixed-use~~	One (1) covered parking space per studio unit; One and a half (1.5) covered spaces per 1-bedroom unit; Two (2) spaces covered per 2-bedroom or larger unit; and 1 guest space for each 4 units.
Group home / facilities, and other special group residences	Six or fewer residents: See single-family dwelling parking. Seven or more residents: 1 space for each 2 residential units and an additional 1 space for guests and employees.
Single-family dwelling	Four or fewer bedrooms: 4 spaces, 2 of which shall be enclosed within a garage; Greater than four bedrooms: one additional garage space shall be required for every two additional bedrooms exceeding the fourth bedroom.
Senior housing	(A) 0 to 1 bedroom: 1 onsite parking space. (B) 2 to 3 bedrooms: 1.5 parking spaces. (C) 4 bedrooms or more: 2.5 parking spaces. (D) or as required by ~~CUP~~ the precise plan, CUP, or other entitlement as approved by the Planning Commission or City Council.
Notes: ¹ Restaurants less than 2,500 square feet in gfa and located within a multi-tenant parking center may provide parking at the general retain parking rate. gfa refers to gross floor area.	

SECTION 25. Code Amendment. Section 26-90(b)(2) of Division 6 of Article III of Chapter 26 shall be amended to read as follows:

Off-street parking standards for multi-family residential zones (Mf-8, MF-15, MF-20, and MF-45)

(i) Condominiums:

a) Carports shall not be permitted.

b) ~~There shall be two (2) parking spaces provided for each dwelling at a minimum size of ten (10) by twenty (20) feet per space.~~ The required parking shall be provided in a garage or garages. The location of parking spaces shall be within sixty (60) feet of the dwelling unit.

c) Guest parking ~~shall be provided one (1) space for every four (4) dwelling units. The spaces need~~ does not need to be enclosed. The guest parking shall be located within one hundred fifty (150) feet of the units and dispersed throughout the development.

(ii) In Multi-Family dwellings (non-condominium)

- ~~a) There shall be two (2) parking spaces provided for each dwelling unit, at least one (1) of which shall be enclosed on three (3) sides and roofed. An additional ten (10) percent of the required parking spaces shall be provided for guest parking, shall be labeled "Guest Parking Only," and shall be dispersed throughout the development. Covered and uncovered spaces shall be permanently maintained for required parking and guest parking spaces shall not be used for storage of boats, campers, or recreation vehicles.~~
- a) Multi-family dwellings shall provide parking as indicated in Article III, Division 6. At least one (1) parking space per unit shall be enclosed on three (3) sides and roofed. Guest parking shall be labeled "Guest Parking Only," and shall be dispersed throughout the development.
- b) Each covered parking space shall be at least ten (10) feet wide by twenty (20) feet long except individual garages shall be at least eleven (11) feet wide and twenty (20) feet long. Garage doors shall be at least ten (10) feet wide.
- c) Parking areas shall be evenly distributed throughout the development and no dwelling unit shall be located more than two hundred (200) feet from its assigned parking area.
- d) All covered spaces shall be enclosed on three (3) sides. However, if the spaces are built in combinations of two (2) or more, only the rear and the two (2) ends need be enclosed. Design and material shall be architecturally compatible with the main structures.

(iii) In Multi-Family dwellings (including condominiums):

- a) Each uncovered space shall be at least nine (9) feet wide and twenty (20) feet long.
- b) Covered or uncovered spaces, when adjacent to walls shall be at least eleven (11) feet wide, twelve (12) feet where the wall extends beyond the space. Three-car garages are exempt from this requirement.
- c) No off-street parking shall be permitted within any front or side yard setback area when adjacent to a street.
- d) Garages or carports (carports prohibited in MF-8 zone) may be located within the side or rear yard setbacks except when side or rear yards abut a public street. In no case, however, may a garage or carport be constructed within twenty (20) feet of any side or rear street or twenty-five (25) feet of any front street in MF-8, MF-15 or MF-20 zones and fifteen (15) feet from any street in MF-45 zone.

- e) No carport or garage shall open directly upon a public street.
- f) Required parking and guest parking shall be maintained permanently.
- g) All parking areas shall conform to Planning Commission Resolution No. 2513.

SECTION 26. Code Amendment. Section 26-99 (d)(1) of Division 8 of Article III of Chapter 26 shall be amended to read as follows:

The proposed signs do not exceed the standards set forth in sections Article III, Division 8, and are of the minimum size and height necessary to identify the site from a sufficient distance for the purposes of conveniently and ~~safety~~ safely accessing the site;

SECTION 27. Code Amendment. Subsection (a) of Section 26-100 (Exempt Signs) of Division 8 of Article III of Chapter 26 shall be amended to read as follows:

~~One (1) temporary~~ Temporary noncommercial signs no larger than thirty-two (32) square feet in area and no longer than eight (8) feet in any dimension, on private residential zoned properties, properties used for residential, and/or institutional uses; review exempt signs must be free from tears, rips, rust, deterioration, or similar condition described within West Covina Municipal Code Section 15-200. No such sign shall be placed on the roof of any structure, City-protected trees, or on the public right-of-way. ~~per parcel not exceeding seven (7) square feet in area, and not posted for longer than thirty (30) days within a one (1) year period.~~

SECTION 28. Code Amendment. Subsection (c) of Section 26-100 (Exempt Signs) of Division 8 of Article III of Chapter 26 shall be amended to read as follows:

Directional, warning, or information signs required or authorized, ~~or~~ by federal, state, county, or local government agencies including, but not limited to, traffic control signs, highway route identification signs and construction zone signs.

SECTION 29. Code Amendment. Subsection (f) of Section 26-100 (Exempt Signs) of Division 8 of Article III of Chapter 26 shall be amended to read as follows:

Election season signs and posters subject to the following conditions:

(1) No sign shall be erected earlier than ~~sixty (60)~~ ninety (90) days prior to the start of the closest future election date and each sign shall be removed within ten (10) days after that election.

~~(2) No such sign shall be more than sixteen (16) square feet in area. There shall be no more than four (4) signs per parcel and property owner permission shall be obtained prior to the installation of said signs.~~

~~(3) Freestanding signs shall be no more than six (6) feet in height.~~

~~(4)~~ (2) No sign shall be placed within the public right-of-way or on public property.

(3) No such sign shall be placed on private property without the property owner's permission and/or approval.

~~(5)~~ (4) No such sign shall be placed on the roof of any structure.

SECTION 30. Code Amendment. Section 26-105 (c) of Division 8 of Article III of Chapter 26 shall be amended with subsections (1), (2), and (3) remaining the same with no changes to read as follows:

Public nuisance ~~declared~~ declared by the City Council. The director may ask the council to declare a sign a public nuisance under the following conditions:

SECTION 31. Code Amendment. Section 26-117 of Division 1 of Article IV of Chapter 26 shall be amended to read as follows:

26-117 Electric Vehicle Charging Stations and Solar Carports

This Division sets forth design and development standards for Commercial Electric Vehicle Charging Stations and Solar Carports located within parking lots.

(a) Electric Vehicle Charging Stations. This section shall provide additional development standards in addition to the standards adopted in Article XVIII-Permit Process for Electric Vehicle Charging Stations.

(1) Electric vehicle charging stations may only provide required signage for compliance with accessibility requirements and U.S Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Controls.

(2) Per State law, electric vehicle charging stations and related equipment are required to be counted towards the City's parking standards/ratio. As such, signage preventing non-electric vehicles from being parked on electric vehicle charging station spaces shall be prohibited.

(b) Solar Carports. This section shall provide development standards for Solar Panel Canopies located within parking lots.

(1) Solar carports shall not be located within any required building setback.

(2) Solar carports shall not be located within 100 feet of the front facing portion of buildings.

(3) Solar carports shall not result in a net loss of any required parking.

~~(4) Solar carport shall not result in a net loss of any required parking.~~

~~(5)~~(4) No signage shall be permitted on the solar carports other than signage required for ADA and identification purposes.

~~(6) No offsite advertising.~~

(c) Electric vehicle charging stations and/or solar carports shall not include any offsite advertisement.

SECTION 32. Code Amendment. Section 26-118(a)(5) of Division 1 of Article IV of Chapter 26 shall be amended to read as follows:

~~Bike rack parking~~ Parking shall be provided at the facility as indicated in Section 26-91.~~at a rate of one space for every four (4) beds.~~

SECTION 33. Code Amendment. Section 26-140(b) of Division 2 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Article IV of Chapter 26 shall be amended to read as follows:

(b) For single family dwelling lots in residential zones, either:

(1) One (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot may be constructed. Each accessory dwelling unit and junior accessory dwelling unit must have exterior access and side and rear setbacks sufficient for fire safety and comply with all other setback requirements. If the unit is a junior accessory dwelling unit, it must also comply with the requirements of Section 26-139(a)(3); ~~or~~and

(2) One (1) detached, new construction, accessory dwelling unit with setbacks of at least four (4) feet from side and rear setbacks, no more than eight hundred (800) square feet floor area with an existing or proposed single-family dwelling.

SECTION 34. Code Amendment. Section 26-140(c) of Division 2 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Article IV of Chapter 26 shall be amended to read as follows:

(c) On a lot with an existing multi-family residential use:

(1) Accessory dwelling units may be constructed in areas that are not used as livable space within an existing multi-family dwelling structure (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior

accessory dwelling units permitted on the lot shall not exceed twenty-five (25) percent of the current number of units of the multi-family complex on the lot and at least one (1) such unit shall be allowed; and

- (2) Up to ~~two (2)~~ eight (8) detached accessory dwelling units or one (1) per primary unit, which ever is less, may be constructed, provided they are no taller than sixteen (16) feet, and they have at least four (4) feet of side and rear yard setbacks. Detached accessory dwelling units constructed pursuant to this subsection (b) shall not exceed one thousand (1,000) square feet in floor area per unit.

SECTION 35. Code Amendment. Section 26-162(a) of Division 4 of Article IV of Chapter 26 shall be amended to read as follows:

- (a) Number of units: There shall be no more than two (2) ~~urban dwelling~~primary dwelling units per lot where an urban dwelling unit is constructed or proposed. ~~Accessory dwelling units (ADUs), junior accessory dwelling units (JADUs), and an~~ The existing primary residential unit and existing/proposed urban dwelling unit will be counted toward the maximum number of units. Each primary unit may have no more than one (1) accessory dwelling unit (ADU) and/or junior accessory dwelling (JADU) unit for a total of four (4) units per lot. When an urban dwelling unit is constructed on a lot, the maximum size new construction detached ADU shall be 800 square feet and/or the maximum size JADU shall be 500 square feet. All other standards within Division 2 of Article IV of Chapter 26 shall be complied with.
- (1) When an urban lot split/subdivision is proposed, no more than two (2) units per lot shall be allowed. The existing primary dwelling unit and existing ADU/JADU shall be counted toward the maximum number of units. Construction on lots created through the urban lot split process shall be limited to urban dwelling units.

SECTION 36. Code Amendment. Section 26-177(a) of Division 5 of Article V (Nonconforming Uses) of Chapter 26 shall be amended with subsections (1) through (7) remaining the same with no changes to read as follows:

Any nonconforming use within ~~in~~ and/or in conjunction with a conforming structure may be continued and maintained except as otherwise provided in this subchapter, and further provided:

SECTION 37. Code Amendment. Section 26-177(b) of Division 5 of Article V (Nonconforming Uses) of Chapter 26 shall be amended with subsections (1) through (4) remaining the same with no changes to read as follows:

Any nonconforming use ~~situated~~ within and/or in conjunction with a nonconforming structure may be continued and maintained, so long as it complies with the provisions

of subsection A of this section, and as otherwise provided in this subsection, and further provided:

SECTION 38. Code Amendment. Section 26-187 of Division 1 of Article VI (Nonconforming Uses) of Chapter 26 shall be amended to read as follows:

26-187 Notices

(a) Notices of public hearing stating the type of application or nature of proposal, general description of property under consideration, and the time and place at which the public hearing is to be held shall be given in the following manner:

~~(a) (1) For a A~~ reclassification of property from one zone to another, redesignation of a property from one ~~(1)~~ General Plan land use designation to another, amendments to the Development Code, amendments to the General Plan text, or a Development Agreement shall require ~~for — a variance (except minor modifications), conditional use permit, precise — plan or special exception (Downtown Plan):~~

~~(1) — At least thirty (30) days prior to the date of the hearing, a public notice shall be posted at the project site per subsection (e) below.~~

~~(2)~~ (i) Mailing Radius. A notice of public hearing shall be mailed to the applicant or his/her agent, the owner of the property and owners of all property within a radius of five hundred (500) feet from the property lines of the site under consideration, using for this purpose the name and address of such owners as shown upon the latest available assessment rolls of the county assessor. The notices shall be mailed at least ~~ten (10)~~ twenty (20) days prior to the date of the public hearing. If the number of owners to whom the notices would be mailed is greater than 1,000, or is a Citywide project involving text amendments to the Development Code and/or General plan, in lieu of a mailed notice, the hearing notice shall be posted at City Hall and published at least twenty (20) days prior to the date of the public hearing on the following locations:: and

a) The City's website.

b) Newspaper of general circulation. The advertisement shall be at least one-eighth (1/8) page.

~~(3)~~ (ii) Agency Notification. Notice of the hearing shall be mailed or delivered at least ~~ten (10)~~ twenty (20) days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.

(iii) Postings. If the project is applicant driven, at least thirty (30) days prior to the date of the hearing, a public notice shall be posted at the project site per Section 26-187(b), and at two other public places where public meeting agendas are posted. Citywide applications and/or projects, and City initiated zone changes and/or General Plan land use designation changes are exempt from onsite posting requirements. Citywide applications involve Development Code and General Plan text amendments.

~~(b) For amendments, supplements or changes to the Development Code that do not reclassify any property from one (1) zone to another but do impose, change, or remove any new regulation on the use or development of property and for amendments to the General Plan text:~~

~~(1) — At least ten (10) days prior to the date of the hearing, a public notice shall be published in a newspaper having general circulation in the City.~~

~~(c) Public Utility Facilities, including Wireless Telecommunications facilities, that require approval by the Planning Commission shall require:~~

~~(1) — At least thirty (30) days prior to the date of the hearing, a public notice shall be posted at the project site per subsection (f) below.~~

~~(2) — A notice of public hearing for public utility facilities shall be mailed to the applicant or his/her agent, the owner of the property and owners of all property within a radius of one thousand (1,000) feet from the subject site's property lines, using for this purpose the name and address of such owners as shown upon the latest available assessment rolls of the county assessor. The notices shall be mailed at least ten (10) days prior to the date of the public hearing.~~

~~(d)~~ (2) Entitlement applications for Public Utility Facilities, including Wireless Telecommunications facilities, that require approval by the Planning Commission and/or City Council shall require:

~~(1)~~ (i) Onsite and Public Postings. At least thirty (30) days prior to the date of the hearing, a public notice shall be posted at the project site per ~~subsection (f) below~~ Section 26-187(b), and at two other public places where public meeting agendas are posted.

~~(2)~~ (ii) Mailing Radius. A notice of public hearing ~~for public utility facilities~~ shall be mailed to the applicant or his/her agent, the owner of the property and owners of all property within a radius of one thousand (1,000) feet from the subject site's property lines, using for this purpose the name and address of such owners as shown upon the latest available assessment rolls of the county assessor. The notices shall be mailed at least ten (10) days prior to the date of the public hearing.

(iii) City Website. The notice shall be posted on the City's website at least ten (10) days prior to the date of the public hearing.

(iv) Agency Notification. Notice of the hearing shall be mailed or delivered at least ten (10) days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.

~~(e)~~(3) For administrative permits (if public notification and public hearing is required per use or by request):

~~(1)~~(i) Mailing. A notice that describes the proposed project and indicates the length of the public review period (including the last date that a request for a public hearing may be given to the planning department) shall be mailed to owners of surrounding property as indicated below. The public review period shall extend for ten (10) days from the date that the initial notice was mailed. If a request for a hearing is received during the specified time, a notice shall be mailed a minimum of ten (10) days prior to the date of the hearing, indicating the date, time, and location of the scheduled public hearing.

~~—~~a) Notification Radius.

~~(2)~~1) Five-hundred-foot noticing radius: Notices shall be mailed to the property owners of the subject site and owners all properties within a radius of five hundred (500) feet from the property lines of the site under consideration unless otherwise provided for in the sections below.

~~(3)~~2) For secondary driveways, notices shall be mailed to the property owners and occupants of the subject site and to the two (2) properties on both sides of the subject site.

~~(4)~~3) For sign exception review, outdoor uses within the outdoor uses overlay zone, and canopy structures notices shall be mailed to the property owners and occupants of the subject site and all properties within a radius of one hundred (100) feet from the property lines of the site under consideration.

~~(5)~~4) For animal keeping approvals as described in Section 26-111 shall require notices to be mailed to all property owners of the subject site and all property owners or occupants of properties within the overlay zone and any property owners or occupants of properties that are adjacent to the subject site and share a property line for improvements in the lower pad area (the portion of land at the rear of the properties that is at approximately the same elevation as the rear property line and is relatively level).

~~(6)~~5) Public notification is not required for the following applications:

- i) Shopping Cart Containment Review
- ii) Trash Enclosure District Review
- iii) Accessory ~~Massage~~ Uses
- iv) Incidental Beer and Wine Service for a Restaurant (Bona Fide Eating Place)
- v) Garage/Storage Shed height increase
- vi) Small Wireless Facilities in the Public Right-of-Way
- vii) Minor non-residential building façade changes and/or minor changes to the site plan/site layout
- viii) Minor multi-family residential building façade changes and/or minor changes to the site plan/site layout

(4) For Non-Public Utility Conditional Use Permits, Precise Plans requiring Planning Commission and/or City Council review, Variances, or Tentative Tract Maps requiring Planning Commission and/or City Council review, including amendments:

(i) Mailing Radius. A notice of public hearing shall be mailed to the applicant or his/her agent, the owner of the property (including mineral rights owner for Tentative Tract Maps) and owners of all property within a radius of five hundred (500) feet from the property lines of the site under consideration, using for this purpose the name and address of such owners as shown upon the latest available assessment rolls of the county assessor. The notices shall be mailed at least ten (10) days prior to the date of the public hearing. If the number of owners to whom the notices would be mailed is greater than 1,000, in lieu of a mailed notice, the hearing notice shall be posted at City Hall and published at least ten (10) days prior to the date of the public hearing on the following locations:

a) The City's website.

b) Newspaper of general circulation. The advertisement shall be at least one-eighth (1/8) page.

(ii) Postings. Unless otherwise required by Section 26-187(a)(4)(iii), at least ten (10) days prior to the public hearing, a printed notice shall be posted at the project site and at two other public places where public meeting agendas are posted. The minimum size of the onsite notice shall be 11-inches by 17-inches written with heading text that is no smaller than 28-point Arial font in red and body text no smaller than 16-point Arial font

in black. The required public hearing notice shall be placed/posted in an area readily visible and accessible by the public such as near/at the building entrance. The location of the posting shall be determined by the Community Development Director.

~~(f) On-site public notice standards(1)~~

(iii) Onsite Posting for Large Projects. The following projects require an onsite posting that meet the requirements of Section 26-187(b)(f) ~~(2) through (5):~~

~~(i) a)~~ Commercial properties - new developments and where the addition of new square footage is equal to or exceeds 10,000 square feet, or greater than 50-percent of the existing building, which ever is less. new square footage is added (Projects with additions of under 10,000 square feet will be at the discretion of the Community Development Director.

~~(ii) b)~~ Residential properties for developments with five (5) or more units requiring Planning Commission and/or City Council review

~~(iii) c)~~ Freestanding Wireless facilities - any new freestanding wireless towers proposed.

~~(iv) d)~~ Tentative Tract Maps requiring Planning Commission and/or City Council review.

(iv) Public Area Posting. At least ten (10) days prior to the public hearing, the required public hearing notice shall be placed/posted at two other public places where public meeting agendas are posted.

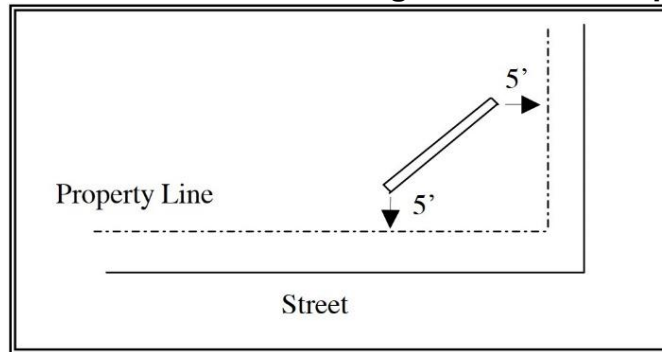
(v) Agency Notification. Notice of the hearing shall be mailed or delivered at least ten (10) days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.

~~(2) At least thirty (30) days prior to the date of the hearing, a public notice shall be posted at the project site, at the direction of the Planning Department. No public hearing will be scheduled until the notice has been posted on the property. The sign must meet the following standards:~~

(b) Onsite Public Hearing Notice Board Installation Standards

~~(3)(1)~~ _____ The sign shall be installed within five (5) feet of the property line. If on a corner, the sign should be posted at an angle so long as the sign is five feet from the property line of both streets.

Figure 6-1 On-site Notification Sign on Corner Property



~~(4)~~(2) The sign shall be a minimum of 3 feet in width by 5 feet in height and may be double sided if installed perpendicular to the street. The sign shall be mounted on 4-inch by 4-inch posts. The bottom of the sign shall be at least 2 feet, but no more than 3 feet above the ground level. The required text and format are shown below. The “Public Hearing Notice” text shall be at least 3.5-inches and the remaining text shall be at least 1.25-inches in height.

~~(5)~~(3) The banner area at the top of the Notice shall be in red (with letters in white) and all other text shall be printed in red.

Figure 6-2 On-site Notification Sign Example

PUBLIC HEARING NOTICE

CASE NO:
APPLICANT:
PROJECT DESCRIPTION:

A request to

HEARING BODY:
HEARING DATE/TIME:
HEARING LOCATION: West Covina City Hall, Council Chambers, 1444 West Garvey Avenue South

FOR MORE INFORMATION CONTACT:
City of West Covina Planning Department
City Hall, Room 208
(626) 939-8422

~~(6)~~(4) The sign must contain a general explanation of the proposed project, the applicant’s identification and contact information as provided on the application submitted to the City, and contact information for the approval authority.

(c) Whenever a hearing is held regarding a permit for a drive-through facility, or modification of an existing drive-through facility permit, the local agency shall incorporate, where necessary, notice procedures to the blind, aged, and

disabled communities in order to facilitate their participation in any hearing on, or appeal of the denial of, a drive-through facility permit.

SECTION 39. Code Amendment. Section 26-212(b) of Division 3 of Article VI (Nonconforming Uses) of Chapter 26 shall be amended to read as follows:

For eligible SB35 projects and/or multi-family residential projects providing a minimum of 20-percent of the total dwelling units reserved for lower income households subject to deed restriction, the Community Development Director shall approve or deny the ministerial Precise Plan based on the West Covina Multi-Family Objective Design Standards (2022) adopted by the City. Within 30 days of such action, the Community Development Director shall prepare a report to the Planning Commission, providing a description of the project and the nature of the approval. Any such Precise Plan approved under SB35 shall be valid for a period of three (3) years, with one (1) additional extension of time in a one-year increment. The Community Development Director or their designee may approve a one-year extension if the project proponent provides documentation that there has been significant progress toward getting the development construction ready, such as, but not limited to, the filing of a building permit application.

SECTION 40. Code Amendment. Section 26-270 of Division 12 (Revocation Procedures) of Article VI of Chapter 26 shall be amended to read as follows:

(a) Notice of a revocation hearing for a conditional use permit or variance shall be given as follows:

~~(a) At least ten (10) days prior to the date of the hearing, a public notice shall be posted on-site of subject property; and~~

(1) Notice of the hearing shall be mailed or delivered at least ten (10) days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.

(2) A notice of public hearing shall be mailed to the permittee or his/her agent, the owner of the property and owners of all property within a radius of five hundred (500) feet of the exterior boundaries of the property under consideration, using for this purpose the name and address of such owners as shown upon the latest available assessment rolls of the county assessor. A 1,000 feet notification radius is required for revocation of public utility entitlements. The notices shall be mailed at least ten (10) days prior to the date of the public hearing.

(3) A public hearing notice shall be posted on the City's website at least ten (10) days prior to the public hearing.

(4) A public hearing notice shall be published in a newspaper of general circulation at least ten (10) days prior to the public hearing. The advertisement shall be at least one-eighth (1/8) page.

(5) The cost of noticing shall be paid by the City.

(6) In addition to the required notification above, a public notice shall be posted on site of the subject property.

(c) Notice of a revocation hearing for an administrative review shall be given as follows:

(1) A notice of public hearing shall be mailed to the permittee or his/her agent, the owner of the property and owners of all property within a radius of five hundred (500) feet of the exterior boundaries of the property under consideration, using for this purpose the name and address of such owners as shown upon the latest available assessment rolls of the county assessor. The notices shall be mailed at least ten (10) days prior to the date of the public hearing.

(2) The cost of noticing shall be paid by the City.

(d) Notice of a revocation hearing for an administrative permit shall be given as follows:

(1) Notices shall be mailed to the permittee, property owners of the subject site, and all owners of properties within a radius of five hundred (500) feet of the exterior boundaries of the subject site. The notices shall be mailed at least ten (10) days prior to the date of the public hearing.

(2) The cost of noticing shall be paid by the City.

SECTION 41. Code Amendment. Section 26-287(b) of Division 1 of Article VII of Chapter 26 shall be amended to read as follows:

(b) Amendments, supplements, or changes to this chapter other than the change of property from one zone to another may be initiated by:

(1) Applicant.

(2) Resolution of the City Council.

(3) Resolution of the Planning Commission.

(4) Community Development Director.

(5) City Attorney.

SECTION 42. Code Amendment. Section 26-291(a) of Division 1 of Article VII of Chapter 26 shall be amended to read as follows:

(a) After receiving the report from the Planning Commission or a written request from an interested party pursuant to Article VI Division 1, the City Council shall hold a duly-noticed public hearing. ~~At least 10 days before the date of the public hearing, the~~ The Planning Division shall provide notice consistent with ~~Article VI Division 1~~ Section 26-187. The notice shall include a summary of the Planning Commission recommendation.

SECTION 43. Code Amendment. Section 26-298 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

Whenever any parcel of land is of such size, design, or shape, or subject to such title limitations of records, or is subject to such topographical conditions or such dominating drainage problems that it is impossible, or impractical in the particular case to conform fully to the provisions of this chapter, the city engineer may recommend such deviation as may be necessary or expedient to the proper development of the subject property as allowed by state law. In each case of deviation, the city engineer shall transmit to the Community Development Director or designee with the parcel map and to the Planning Commission with the tentative tract map a written report setting forth each deviation recommended and the reasons therefor.

SECTION 44. Code Amendment. Section 26-303 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

No map shall be disapproved when the failure of the map is solely a result of a technical and inadvertent error which, in the determination of the Community Development Director or designee for tentative parcel maps, Planning Commission for tentative tract maps, and the City Council for final maps, does not materially affect the validity of the map. Upon such a finding, disapproval of the map shall be waived.

SECTION 45. Code Amendment. Section 26-304 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

26-304 Assignment of Responsibilities ~~upon to Advisory Agency~~ Review

(a) Community Development Director Action on Tentative Parcel Maps and Urban Lot Splits. The Community Development Director or their designee shall have the following responsibilities in addition to those otherwise assigned responsibilities:

(1) Review and approve tentative parcel maps and urban lot splits in accordance with the provisions of the Subdivision Map Act and this chapter.

- (2) Make findings that tentative parcel maps, together with the provisions for their design and improvement, are consistent with the General Plan and/or any specific plans of the City.
 - (3) Make findings justifying approval or denial of parcel maps as such findings are specified in this chapter.
 - (4) Make findings for parcel maps relating to the waste discharge from proposed subdivisions and the requirements prescribed by a California regional water quality control board as such findings are specified in this chapter.
- (b) City Engineer Action on Lot Line Adjustments, Lot Mergers, and Certificates of Compliance. The City Engineer shall have the following responsibilities in addition to those otherwise assigned responsibilities:
 - (1) Review and approve lot line adjustments, lot mergers, and certificates of compliance in accordance with the provisions of the Subdivision Map Act and this chapter.
 - (2) Make findings justifying approval or denial of a certificate of compliance in accordance with the provisions of this chapter.
 - (3) Impose conditions through a conditional certificate of compliance in accordance with the provisions of this chapter.
- (c) Planning Commission Action on Tentative Tract Maps and Appeals. The Planning Commission shall have the following responsibilities in addition to those otherwise assigned responsibilities:
 - (1) Make findings that tentative [tract](#) maps, together with the provisions for their design and improvement, are consistent with the General Plan and/or any specific plans of the City.
 - (2) Make findings justifying approval or denial of tentative maps as such findings are specified in [this chapter and](#) the Subdivision Map Act.
 - (3) Make findings for tentative [tract](#) maps relating to the waste discharge from proposed subdivisions and the requirements prescribed by a California regional water quality control board as such findings are specified in [this chapter and](#) the Subdivision Map Act.
 - (4) [Appeals of the Community Development Director actions on tentative parcel maps.](#)

(d) City Council Action on Final Maps and Appeals. The City Council shall have the following responsibilities in addition to those otherwise assigned responsibilities:

(1) Make findings justifying approval or denial of final maps, in accordance with the provisions of the Subdivision Map Act and this chapter.

(2) Grant or deny appeals of actions of the Planning Commission on tentative parcel maps, tentative tract maps, and vesting tentative maps.

Table 8-1 Assignment of Responsibilities Upon Review

<u>Type of Application</u>	<u>Assignment of Responsibilities</u>			
	<u>Community Development Director</u>	<u>City Engineer</u>	<u>Planning Commission</u>	<u>City Council</u>
<u>Lot Line Adjustments</u>	<u>Review</u>	<u>Approve</u>		
<u>Lot Mergers</u>	<u>Review</u>	<u>Approve</u>		
<u>Urban Lot Splits (SB9)</u>	<u>Approve</u>	<u>Review</u>		
<u>Parcel Map</u>	<u>Approve</u>	<u>Review</u>	<u>Appeal</u>	<u>Appeal</u>
<u>Tentative Tract Map</u>	<u>Review</u>	<u>Review</u>	<u>Approve</u>	<u>Appeal</u>
<u>Vesting Tentative Map</u>	<u>Review</u>	<u>Review</u>	<u>Approve</u>	<u>Appeal</u>
<u>Final Map</u>		<u>Review</u>		<u>Approve</u>
<u>Certificates of Compliance</u>		<u>Approve</u>		

SECTION 46. Code Amendment. Section 26-305 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

Appeal of Findings ~~of Advisory Agency~~ by Reviewing Authorities

Any interested person can appeal the findings specified in this Section ~~section 26-305 (Assignment of Responsibilities to Advisory Agency)~~ to the Planning Commission or City Council in the manner prescribed in the Subdivision Map Act. Appeals shall be accompanied by the fee as set from time to time by resolution of the City Council.

SECTION 47. Code Amendment. Section 26-310 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended with subsections (a) through (m) remaining the same with no changes to read as follows:

The Planning Commission, concurrent with its approval or conditional approval of the tentative tract map, or the Community Development Director concurrent with the approval or conditional approval of the tentative parcel map, shall require the following improvements constructed to the satisfaction of the city engineer unless specific findings are made that construction of said improvements are unnecessary and impractical:

SECTION 48. Code Amendment. Section 26-311 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

The Planning Commission concurrent with its approval or conditional approval of the tentative tract map and the Community Development Director concurrent with the approval or conditional approval of a tentative parcel map shall require the payment of fees or the submittal of an agreement with approved security for planned drainage facilities as shown on the City's side drainage report, master plan of drainage, or other drainage study as it finds necessary and practical. Such fees or agreements shall be applied and administered in accordance with the provisions of the Subdivision Map Act.

The Planning Commission or Community Development Director ~~also~~ shall also require that any required improvements shall contain supplemental size, capacity or number for the benefit of property not within the subdivision as the Planning Commission finds necessary and practical. Such improvements shall be required to be dedicated to the public as ~~the Planning Commission~~ shall be determined.

SECTION 49. Code Amendment. Section 26-317 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

When a subdivision is of a portion of any previously existing lot or lots, the remaining portion or portions of the previously existing lot or lots are remainder parcels and shall be subject to required improvements and dedications as determined by the ~~Planning Commission~~ Review Authority in accordance to Section 26-304 in the same manner as if the remainder parcels were included in the subdivision, including the provisions in this chapter for agreements and security.

SECTION 50. Code Amendment. Section 26-318 of Division 2 of Article VIII (Subdivision Regulations) of Chapter 26 shall be amended to read as follows:

~~Parcel maps and final maps~~Maps which have been approved ~~by the City Council~~ shall not be affected by the adoption of this chapter or amendments thereto.
~~Tentative maps which have been approved or conditionally approved by the~~

~~advisory agency or appeal board shall not be affected by the adoption of this chapter or amendments thereto~~ except as follows:

- (a) The ~~parcel maps and final~~ maps for approved or conditionally approved tentative maps shall conform to the current requirements for parcel maps, [tract maps](#), and final maps at the time of ~~City Council~~ approval.
- (b) At the time of consideration ~~by the advisory agency~~ of a request to extend the expiration time for a tentative map, such tentative map shall conform to the current requirements for tentative maps; and the ~~advisory agency~~[Community Development Director, Planning Commission](#), or City Council may revise or add conditions of approval in accordance with the current requirements for tentative maps.

SECTION 51. Code Amendment. Section 26-343 of Division 6 of Article VIII (Subdivision Regulations – Tentative Parcel Maps) of Chapter 26 shall be amended to read as follows:

The procedure for processing, approval, conditional approval or disapproval and filing of tentative parcel maps and modifications thereof shall be as provided in this chapter and the Subdivision Map Act for processing, approval, conditional approval, or disapproval and filing of tentative maps and final maps and modifications thereof. [The Community Development Director shall review and deny, approve, or conditionally approve the filing of tentative parcel maps and modification.](#)

SECTION 52. Code Amendment. Section 26-196 of Division 1 of Article VI (Permit Processing Procedures) of Chapter 26 shall be amended to read as follows:

Notwithstanding any appeal procedures or any other procedures provided by law, ~~two~~ the City Council ~~Members by four-fifths vote~~ may [in writing](#), call for the review of the ~~following~~ decisions of the Planning Commission [within ten \(10\) days at the City Council meeting immediately](#) following the Planning Commission's meeting ~~where at which~~ the decision was made.:

~~(a) Any conditional use permit for commercial projects;~~

~~(b) Any tentative tract map approval;~~

~~(c) Any variance approval;~~

If called-up for review by the City Council, the item will be heard de novo at a future City Council meeting [within 60 days of the initial call-up date, or a later date requested or agreed to by the applicant in writing](#). If the City Council does not vote, the decision of the Planning Commission shall be final. All provisions for notice and hearing applicable to the Planning Commission for that type of decision shall apply to the City Council in conducting its review; provided, however, that if [an item is](#)

called-up by the City Council for a de novo hearing, the notices shall be given to owners of properties within a 1,000 foot radius of the subject property.

If an appeal from a decision has been properly filed, the matter shall be conducted as an appeal subject to all applicable requirements for such appeals, rather than a review subject to this section.

SECTION 53. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 54. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 55. Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

SECTION 56. Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

PASSED, APPROVED AND ADOPTED this 18th day of March, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2525 was introduced at a regular meeting of the City Council held on the 18th day of February, 2025, and adopted at a regular meeting of the City Council held on the 18th day of March, 2025 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM:

SUBJECT: CONSIDERATION OF A LETTER SUPPORTING SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT PROPOSAL FOR ALLOCATION OF MEASURE A - LOCAL SOLUTION FUNDS (LSF) FUNDING SCENARIO #4 WITH MODIFICATIONS

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign a letter supporting the San Gabriel Valley Council of Government's modified Scenario 4 for the allocation of Measure A Local Solutions Funds.

BACKGROUND:

In November 2024, Los Angeles County voters approved Measure A, a measure intended to address homelessness and housing affordability. This initiative replaced the expiring Measure H with a 0.5% sales tax, projected to raise approximately \$1 billion annually. The funds are allocated for affordable housing, rental assistance, mental health services, and support for vulnerable populations, including children, veterans, and seniors experiencing homelessness.

Of the estimated \$1 billion, approximately \$96 million is to be allocated to the Local Solutions Fund (LSF), which is anticipated to become available to jurisdictions across the County.

On Wednesday, January 22, 2025, the County of Los Angeles released six proposed scenarios for allocating the Local Solutions Fund. Attachment 1 is the County's presentation explaining each of the proposed scenarios. Attachment 2 is the San Gabriel Valley Council of Governments report on Measure A funding Scenarios.

Below is a brief summary of how each scenario is calculated.

- **Scenario 1: Multi-Year Average Point In Time (PIT) Count**

This formula averages the past two years of point in time (PIT) Count data (2023 & 2024) for each jurisdiction and then distributes 100% of the funding based on each jurisdiction's proportionate share of that average.

- **Scenario 2: One-Year Most Recent PIT Count**

This formula uses the most recent PIT Count data (2024) for each jurisdiction and then distributes 100% of the funds based on each jurisdiction's proportionate share of that total.

● **Scenario 3: Multi-Year Average PIT Count + Incentive**

This formula sets aside 10% as an incentive for jurisdictions that demonstrate progress toward Board-approved objectives, and the remaining 90% is allocated based on an average of the last two years of PIT Count data (2023 & 2024). Note: Would require the creation of an application and evaluation process for incentive funds (TBD).

● **Scenario 4: Multi-Year Average PIT Count + MV (ACS Proxy)**

This formula attempts to account for gaps in HUD’s definition of homelessness, which does not include individuals who are sharing housing as a result of economic hardship. Each school district collects data on the number of students experiencing homelessness as defined by the McKinney-Vento (MV) Act, which includes students experiencing homelessness as well as those sharing housing. However, at this time, MV data is not available by city. Since McKinney Vento (MV) data is not yet available by city, this formula uses a U.S. Census American Community Survey (ACS) proxy measure for deeply impoverished households to allocate 10% of the funding, and the remaining 90% is allocated based on an average of the last two years of PIT Count data (2023 & 2024).

● **Scenario 5: Multi-Year Average PIT Count + RHNA**

This formula allocates 90% of the funding using an average of the last two years of PIT Count data (2023 & 2024). The remaining 10% is allocated based on each city’s progress toward its Very Low Income (VLI) Regional Housing Needs Assessment (RHNA) goals, and its relative contribution to the County’s combined VLI RHNA goal.

● **Scenario 6: Multi-Year Average PIT Count + ACS + RHNA**

This formula allocates 90% of the funding using an average of the last two years of PIT Count data (2023 & 2024). 5% is allocated based on each city’s progress toward its Very Low Income (VLI) Regional Housing Needs Assessment (RHNA) goals, and its relative contribution to the County’s combined VLI RHNA goal. 5% is based on U.S. Census America.

The following table shows the allocations based on each scenario:

Estimated LSF Allocation by Scenario

City	Scenario 1: 23/24 PIT Count Avg.	Scenario 2: 2024 PIT Count	Scenario 3: 90% 23/24 PIT Count Avg. + 10% Incentive	Scenario 4: 90% 23/24 PIT Count Avg. + 10% ACS Families	Scenario 5: 90% 23/24 PIT Count + 10% VLI RHNA	Scenario 6: 90% 23/24 PIT Count + 5% ACS Families + 5% VLI RHNA
Alhambra	\$134,532	\$104,374	\$121,079	\$196,605	\$145,093	\$170,849
Arcadia	\$156,954	\$170,958	\$141,259	\$220,870	\$183,466	\$202,168
Azusa	\$223,323	\$185,355	\$200,991	\$302,510	\$206,885	\$254,697
Baldwin Park	\$434,987	\$381,507	\$391,488	\$461,845	\$442,524	\$452,185
Bradbury	\$ -	\$ -	\$ -	\$42,509	\$ -	\$21,255
Claremont	\$40,360	\$52,187	\$36,324	\$67,864	\$192,496	\$130,180
Covina	\$105,832	\$98,976	\$95,249	\$138,300	\$150,543	\$144,422
Diamond Bar	\$50,225	\$55,786	\$45,203	\$148,966	\$78,793	\$113,879
Duarte	\$53,813	\$35,991	\$48,432	\$67,225	\$48,432	\$57,828
El Monte	\$526,468	\$523,672	\$473,822	\$582,559	\$725,295	\$653,927
Glendora	\$147,985	\$201,551	\$133,187	\$185,871	\$136,222	\$161,047
Industry	\$86,997	\$118,771	\$78,298	\$78,298	\$78,298	\$78,298
Irwindale	\$384,761	\$536,269	\$346,285	\$373,232	\$498,702	\$435,967
La Cañada Flintridge	\$8,969	\$8,998	\$8,072	\$23,439	\$8,072	\$15,756
La Puente	\$68,163	\$80,980	\$61,347	\$135,820	\$61,347	\$98,583
La Verne	\$29,597	\$44,989	\$26,637	\$95,586	\$29,201	\$62,393
Monrovia	\$72,647	\$89,978	\$65,383	\$94,091	\$92,413	\$93,252
Montebello	\$577,591	\$460,687	\$519,832	\$626,060	\$562,307	\$594,184
Monterey Park	\$139,016	\$154,762	\$125,115	\$244,329	\$125,115	\$184,722
Pasadena	\$997,330	\$1,000,555	\$897,597	\$1,029,935	\$1,049,629	\$1,039,782
Pomona	\$1,182,088	\$1,311,879	\$1,063,879	\$1,258,559	\$1,184,174	\$1,221,366
Rosemead	\$161,438	\$179,956	\$145,295	\$203,664	\$145,295	\$174,479
San Dimas	\$76,235	\$140,366	\$68,611	\$123,284	\$68,611	\$95,948
San Gabriel	\$85,204	\$125,969	\$76,683	\$169,469	\$76,683	\$123,076
San Marino	\$4,484	\$3,599	\$4,036	\$120,830	\$4,036	\$62,433
Sierra Madre	\$897	\$ -	\$807	\$71,055	\$807	\$35,931
South El Monte	\$120,182	\$149,363	\$108,164	\$134,926	\$108,164	\$121,545
South Pasadena	\$46,638	\$48,588	\$41,974	\$88,045	\$45,671	\$66,858
Temple City	\$28,700	\$16,196	\$25,830	\$112,052	\$239,308	\$175,680
Walnut	\$9,866	\$16,196	\$8,879	\$120,329	\$8,879	\$64,604
West Covina	\$303,145	\$323,921	\$272,831	\$372,308	\$317,411	\$344,859

It is important to note that 90-100% of the allocations for all formulas are based on PIT count data, which has numerous challenges, including the following:

- PIT count data is a snapshot of homelessness, which can fluctuate dramatically year to year and may not represent the actual number of people experiencing homelessness in a community.
- Cities that take steps to reduce homelessness in their communities will experience a relative decrease in funding over time compared to cities that have no decrease or have an increase in homelessness.

DISCUSSION:

The San Gabriel Valley Council of Governments (SGVCOG) is recommending an alternative to Scenario 4 with the following modifications:

1. For Year 1, support a modified Scenario 4, which increases the share of funding allocated based on the American Community Survey data from 10% to 20%, as the preferred approach for the Local Solutions Fund (LSF) allocation.
2. Beginning in Year 2, additionally, allocate a portion of LSF funding via a formula based on an agency's success in meeting its performance metrics.

The SGVCOG is encouraging its member cities to submit letters in support of their modified Scenario 4 to the Executive Committee on Regional Homeless Alignment Board (ECRHA) and the Los Angeles Board of Supervisors. Attachment 3 is the draft letter for West Covina, based on a template provided by the SGVCOG. ECRHA is anticipated to discuss the LSF scenarios at their March 14, 2025 meeting. The Board of Supervisors is scheduled to select a scenario at their March 25, 2025 meeting.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Paulina Morales, City Manager

Fiscal Impact**FISCAL IMPACT:**

There is no fiscal impact resulting from this report. Ultimately, the City's allocation of Measure A LSF funds will depend upon the scenario approved by the County.

Attachments

Attachment No. 1 - LA County Measure A Presentation

Attachment No. 2 - SGVCOG LSF Scenarios Report

Attachment No. 3 - Draft Support Letter

CITY COUNCIL GOALS & OBJECTIVES: Address Homeless Issues



Chief
Executive
Office.



County of Los Angeles
Homeless
Initiative

January 21 & 22, 2024

Measure A Local Solutions Fund

Distribution & Disbursement
DRAFT Formula & Agreement Scenarios

Los Angeles County Local Jurisdiction Briefing

AGENDA

	Measure A - Local Solutions Fund – Broad Picture & Criteria
	Orientation to the Briefing Materials
	Measures of Homelessness
1	Multi-Year Average PIT Count (Current Baseline)
2	One-Year Most Recent PIT Count
3	Multi-Year Average PIT Count + Incentive Fund
4	Multi-Year Average PIT Count + MV - Census Bureau's American Community Survey (ACS)
5	Multi-Year Average PIT Count+ RHNA
6	Multi-Year Average PIT Count + ACS + RHNA
	Disbursement, Considerations, Process

Measure A - LSF: Broad Picture



Chief
Executive
Office.



County of Los Angeles
Homeless
Initiative

1. This briefing is intended to provide Board Offices with an overlay of **formula options with various measures** to inform decision-making for Measure A Local Solutions Fund allocations.
2. The formulas will provide **approximate values of potential allocations** to respective cities and unincorporated areas.
3. A **floor amount of 25K can be considered** to ensure meaningful allocations are supplied to every city.
4. The floor amount will be incorporated **if Board offices support this approach.**
5. These figures are in no way final allocations.

Measure A – LSF Criteria

What does Measure A say about the Local Solutions Fund & the PIT Count?

HOW MUCH

At least 15% of the proceeds from the tax shall be allocated to a Local Solutions Fund (LSF).

Projected Amount = \$96,846,871 (as of 11/2024)

TO WHOM

The LSF shall be disbursed to cities, councils of governments, and the County on behalf of its unincorporated areas via a formula determined by the Board in consultation with the cities.

HOW

The LSF shall be distributed via a formula based on the HUD-mandated Point in Time (PIT) Count and/or similar measures of people experiencing homelessness.

FOR WHAT

The LSF funds shall be for programs consistent with the purposes outlined in the measure, which includes homeless prevention, homelessness services, and affordable housing programs.

Prevention

Mental Health

Substance Use Treatment

Case Management &
Outreach

Employment

Housing
Placements

Services for
TAY & Children

Affordable
Housing

Orientation to the Briefing Materials

CEO. Measure A – Local Solutions Fund 12/9/24 Briefing Sheet			
The LSF shall be distributed via a formula based on the HUD-mandated Point in Time (PIT) Count and/or similar measures of people experiencing homelessness.			
Formula Options			
	Measures	Pros	Cons
1	Two-Year Avg. PIT Count	- Leverages the most accurate measure of the relative number and demographics of people experiencing homelessness across LA County. - Reduces the volatility of any annual changes. - Directs funding toward the highest concentrations of homelessness. - Aligns very closely with the language of the Measure itself. - Funding continuity with programs based adjustments. - Directs resources toward highest need and highest concentration of homelessness.	- PIT count reductions would result in funding reductions if those PIT reductions were not offset by other Countywide trends. - Formula for homelessness as defined by HUD, which does include disabled up students and may understand some forms of family homelessness. - Potentially overstates incentives by driving funding toward jurisdictions that are already bearing the disproportionate burden of homelessness.
2	One-Year PIT Count	- Leverages the most accurate measure of the relative number and demographics of people experiencing homelessness across LA County. - Directs funding toward the highest concentrations of homelessness. - Aligns very closely with the language of the Measure itself. - Directs resources toward cities where PIT count went up relative to peers.	- Highly volatile to year-over-year changes. - PIT count reductions would result in funding reductions if those PIT reductions were not offset by other Countywide trends. - Not as transparent as defined by HUD, which does not include disabled students and may understand some forms of family homelessness. - Potentially overstates incentives by driving funding toward jurisdictions that are already bearing the disproportionate burden of homelessness.
3	Two-Year Avg. PIT Count + Incentive	- Creates an incentive structure to jurisdictions to achieve reductions in homelessness and/or increases in prevention and permanent housing production. - Leverages the most accurate measure of the relative number and demographics of people experiencing homelessness across LA County. - Funding continuity with programs based adjustments. - Equity: Would largely depend on how the incentive fund is used.	- Reduces the overall funding that is allocated to cities directly, which would likely displace some jurisdictions for positive performance. - Unincorporated areas would be harder to reward for positive performance. - Requires another framework, protocol, and process for administering the incentive funds.
4	Two-Year Avg. PIT Count + MV (ACS Proxy)	- Accounts for known gaps in HUD's definition of homelessness by including a temporary proxy for disabled up households while we wait for McKinney-Vento data by City. - Leverages the most accurate measure of the relative number and demographics of people experiencing homelessness across LA County. - Funding continuity with programs based adjustments. - Some wealthy cities benefit from the inclusion of a family poverty metric (instead of just PIT).	- Relies on a measure that is a proxy, not a direct measure of disabled up homelessness. - Unincorporated areas are treated as one large average area under the ACS measure, so funds are not equitably distributed across unincorporated areas (e.g., Antelope Valley vs West Athens). - Reductions in PIT and ACS would result in reductions in funding if those reductions were not offset by Countywide trends.
5	Two-Year Avg. PIT Count + RHNA	- Builds in an incentive structure to financially reward jurisdictions who make progress toward their own housing goals for very low-income households, as well as rewards them for their relative contribution toward the County's combined RHNA goal for very low-income households. - Leverages the most accurate measure of the relative number and demographics of people experiencing homelessness across LA County. - Funding continuity with programs based adjustments. - Might incentivize the production of affordable housing for "very low-income" households across LA County.	- Some cities might disagree with the use of RHNA goals in their Local Solutions Fund methodology. However, Measure A is clear that the LSF funds can be used for any local purpose outlined in the measure, and affordable housing is one of those purposes. - Funding can be derived based on
6	Two-Year Average PIT Count + ACS + RHNA	- Accounts for known gaps in HUD's definition of homelessness by including a temporary proxy for disabled up households while we wait for McKinney-Vento data by City. - Builds in an incentive structure to financially reward jurisdictions who make progress toward their own housing goals for very low-income households, as well as rewards them for their relative contribution toward the County's combined RHNA goal for very low-income households. - Leverages the most accurate measure of the relative number and demographics of people experiencing homelessness across LA County. - Funding continuity with programs based adjustments. - Might incentivize the production of affordable housing for "very low-income" households across LA County.	- Some cities might disagree with the use of RHNA goals in their Local Solutions Fund methodology. However, Measure A is clear that the LSF funds can be used for any local purpose outlined in the measure, and affordable housing is one of those purposes. - Funding can be derived based on

Six Color-Coded and Numbered Scenarios

Pros and Cons of each scenario are provided for your consideration.

City-by-City Summaries of Projected Allocations Under Each Scenario

Cities are largely grouped by their COG region and totals shown by region are just the sum of all city allocations in that region

City/Sub-Region	Scenario 1 Two-Year Avg. PIT Count	Scenario 2 Most Recent PIT Count	Scenario 3 Two-Year Avg. PIT Count + Incentive	Scenario 4 Two-Year Avg. PIT Count + MV (ACS Proxy)	Scenario 5 Two-Year Avg. PIT Count + RHNA	Scenario 6 Two-Year Avg. PIT Count + ACS + RHNA
	23/24 PIT Count Avg.	2024 PIT Count	90% 23/24 PIT Count Avg + 10% Incentive	90% 23/24 PIT Count Avg + 10% ACS Families	90% 23/24 PIT Count + 10% VLI RHNA	90% 23/24 PIT Count + 5% ACS Families
Antelope Valley	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lancaster	\$ 2,228,746	\$ 2,370,019	\$ 2,005,872	\$ 2,290,163	\$ 2,237,581	\$ 2,263,872
Palmdale	\$ 1,515,727	\$ 2,114,482	\$ 1,364,154	\$ 1,559,767	\$ 1,629,423	\$ 1,594,595
Gateway Cities	\$ 5,964,250	\$ 6,375,838	\$ 5,367,825	\$ 7,400,177	\$ 6,929,452	\$ 7,164,815
Artesia	\$ 37,669	\$ 41,390	\$ 33,902	\$ 69,746	\$ 33,902	\$ 51,824
Avalon	\$ -	\$ -	\$ -	\$ 49,947	\$ -	\$ 24,974
Bell	\$ 622,435	\$ 638,843	\$ 560,191	\$ 664,504	\$ 560,191	\$ 612,347
Bell Gardens	\$ 168,613	\$ 120,570	\$ 151,752	\$ 260,266	\$ 202,174	\$ 231,220
Bellflower	\$ 386,555	\$ 516,473	\$ 347,900	\$ 435,465	\$ 347,900	\$ 391,682
Cerritos	\$ 190,139	\$ 206,949	\$ 171,125	\$ 211,188	\$ 195,561	\$ 203,375
Commerce	\$ 221,529	\$ 199,751	\$ 199,376	\$ 339,671	\$ 199,376	\$ 269,523
Compton	\$ 595,528	\$ 626,247	\$ 535,975	\$ 694,361	\$ 535,975	\$ 615,168
Cudahy	\$ 44,844	\$ 39,590	\$ 40,360	\$ 195,744	\$ 78,049	\$ 136,897
Downey	\$ 425,121	\$ 329,319	\$ 382,609	\$ 475,496	\$ 384,223	\$ 429,859
Hawaiian Gardens	\$ 69,957	\$ 86,379	\$ 62,961	\$ 114,326	\$ 62,961	\$ 88,643
Huntington Park	\$ 321,083	\$ 403,101	\$ 288,975	\$ 452,471	\$ 288,975	\$ 370,723
La Habra Heights	\$ -	\$ -	\$ -	\$ 34,333	\$ 38,643	\$ 36,488
La Mirada	\$ 56,503	\$ 68,383	\$ 50,853	\$ 77,019	\$ 50,853	\$ 63,936
Lakewood	\$ 121,976	\$ 118,771	\$ 109,778	\$ 164,399	\$ 156,004	\$ 160,201
Lynwood	\$ 278,033	\$ 448,090	\$ 250,229	\$ 365,372	\$ 251,629	\$ 308,501
Maywood	\$ 57,400	\$ 57,586	\$ 51,660	\$ 188,287	\$ 51,660	\$ 119,974
Norwalk	\$ 374,896	\$ 503,877	\$ 337,406	\$ 405,305	\$ 546,017	\$ 475,661
Paramount	\$ 96,863	\$ 75,581	\$ 87,177	\$ 176,155	\$ 475,782	\$ 325,968
Pico Rivera	\$ 335,433	\$ 358,112	\$ 301,890	\$ 380,014	\$ 301,890	\$ 340,952
Santa Fe Springs	\$ 599,116	\$ 673,035	\$ 539,204	\$ 585,532	\$ 1,279,130	\$ 932,331
Signal Hill	\$ 128,254	\$ 125,969	\$ 115,428	\$ 150,940	\$ 115,428	\$ 133,184
South Gate	\$ 443,555	\$ 471,484	\$ 399,560	\$ 481,976	\$ 423,613	\$ 452,795
Vernon	\$ 50,225	\$ 55,786	\$ 45,203	\$ 45,203	\$ 45,203	\$ 45,203
Whittier	\$ 338,124	\$ 210,548	\$ 304,311	\$ 382,457	\$ 304,311	\$ 343,384
Las Virgenes-Mailbu	\$ 204,489	\$ 268,134	\$ 184,404	\$ 606,299	\$ 627,335	\$ 616,817
Agoura Hills	\$ 26,010	\$ 39,590	\$ 23,409	\$ 71,510	\$ 67,278	\$ 69,394
Calabasas	\$ 14,350	\$ 26,993	\$ 12,915	\$ 129,039	\$ 32,117	\$ 80,578
Hidden Hills	\$ -	\$ -	\$ -	\$ 73,977	\$ 380,224	\$ 227,100
Malibu	\$ 162,335	\$ 201,551	\$ 146,102	\$ 278,621	\$ 146,102	\$ 212,361
Westlake Village	\$ 1,794	\$ -	\$ 1,614	\$ 53,152	\$ 1,614	\$ 27,383
San Fernando Valley	\$ 864,592	\$ 831,396	\$ 778,133	\$ 988,447	\$ 866,949	\$ 927,648
Burbank	\$ 80,719	\$ 61,185	\$ 72,647	\$ 126,204	\$ 79,606	\$ 102,905
San Fernando	\$ 408,977	\$ 403,101	\$ 368,079	\$ 475,750	\$ 368,770	\$ 422,260
Santa Clarita	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

All scenarios add to the same total, which will change as revenue estimates evolve.

Measure A – LSF Measures

What is the PIT Count? What are similar measures of people experiencing homelessness?

RECOMMENDED BY CEO-HI

01

Point in Time (PIT) Count

HUD-mandated annual snapshot of the number and demographics of people experiencing homelessness during a specific time.

02

Regional Housing Needs Allocation

City-by-city allocation of the forecasted housing elements needed for that city to meet the housing needs of its population at varying income levels, including Very Low Income (VLI).

03

Federal Census Data

Federally published demographic and economic data for the population of every city based on 5-years of American Community Survey (ACS) data.

04

Homeless Student Enrollment

DOE-mandated academic year count of students experiencing homelessness in public and charter schools, as defined by the McKinney-Vento Act.

NOT YET
AVAILABLE BY
CITY

County Administrative Data

Individual records of the people who engaged and/or received a County service, including, but not limited to people experiencing homelessness.

05

HMIS Extracts

Extract of anyone enrolled in an Interim Housing program or with an outreach or homeless service engagement within a specific period.

06

By Name Lists (BNL)

Person-by-Person list created to support a specific effort and developed using "current living situations" and targeted selection criteria (e.g. veteran status) in HMIS.

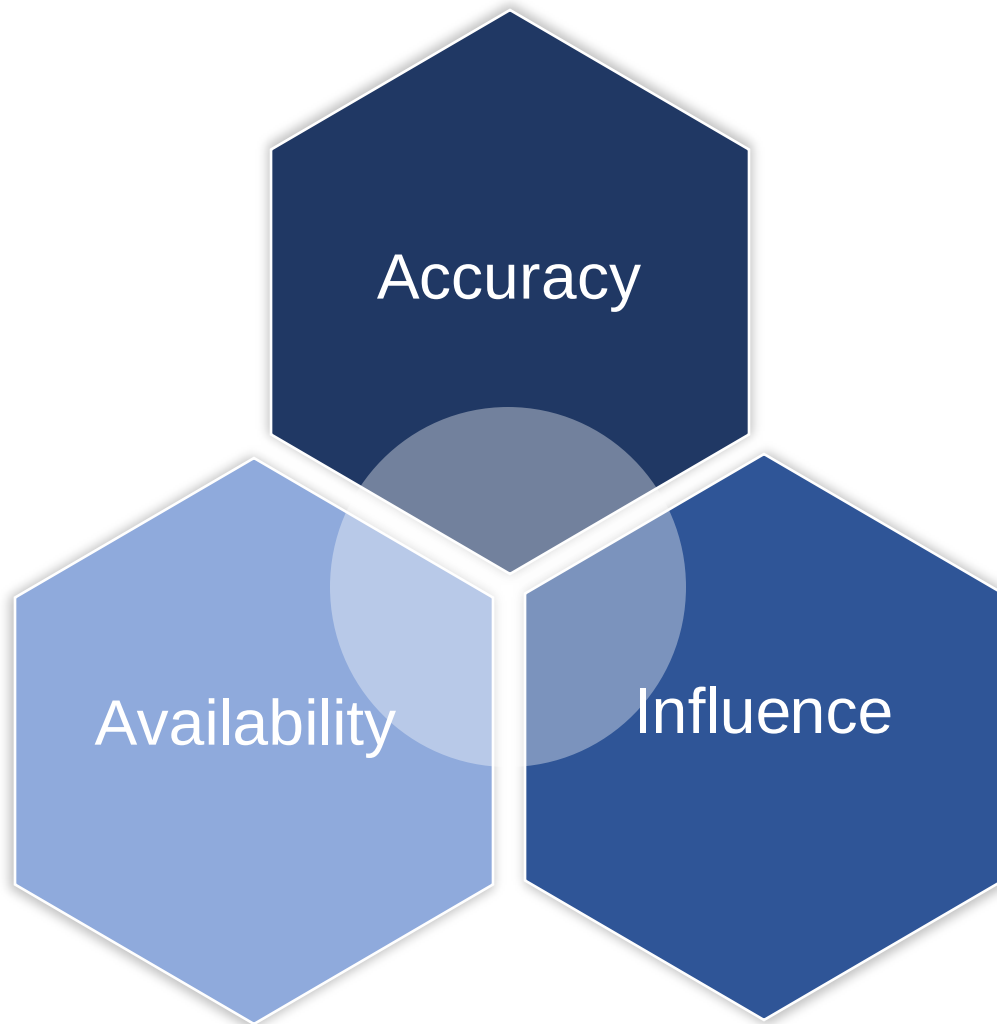
07

Local Census Counts

One-time or routine counts organized by neighborhoods and communities for their own planning purposes (not connected to HUD, DOE, or the U.S. Census).

08

How to Evaluate Each Measure



- **Accuracy:** There are two kinds of accuracy to consider
 - **Absolute Accuracy:**
 - Does the measure accurately measure the thing it is trying to measure, or does it have known errors, omissions, inequities, or bias? (e.g., Are there actually 140 unhoused people in City A?)
 - **Relative Accuracy:**
 - Does the measure accurately describe the proportional distribution of the thing it is measuring? (e.g., Does City A have more than City B?)
 - If errors, omissions, inequities, or biases exist, are those errors evenly distributed across jurisdictions? (e.g., Is there a credible reason to believe the number for City A is more accurate than City B?)
- **Availability:** Is this measure available for every jurisdiction across LA County? If not, is there a proxy measure available?
 - **Proxy Measure:** An indirect way to measure a desired outcome when direct measurement is not possible or available. Proxies are often used when there is little data about a program, but there is an accepted proxy for the outcome the program is intended to influence
- **Influence:** Does using this measure to allocate funding incentivize jurisdictions to reduce homelessness and increase housing supply? Does it perpetuate or worsen inequities?

Multi-Year Average PIT Count

Current Baseline

Formula Methodology: Multi-Year Avg. PIT Count

This formula averages the past two years of PIT Count data (2023 & 2024) for each jurisdiction and then distributes 100% of the funding based on each jurisdiction's proportionate share of that average.

PROS

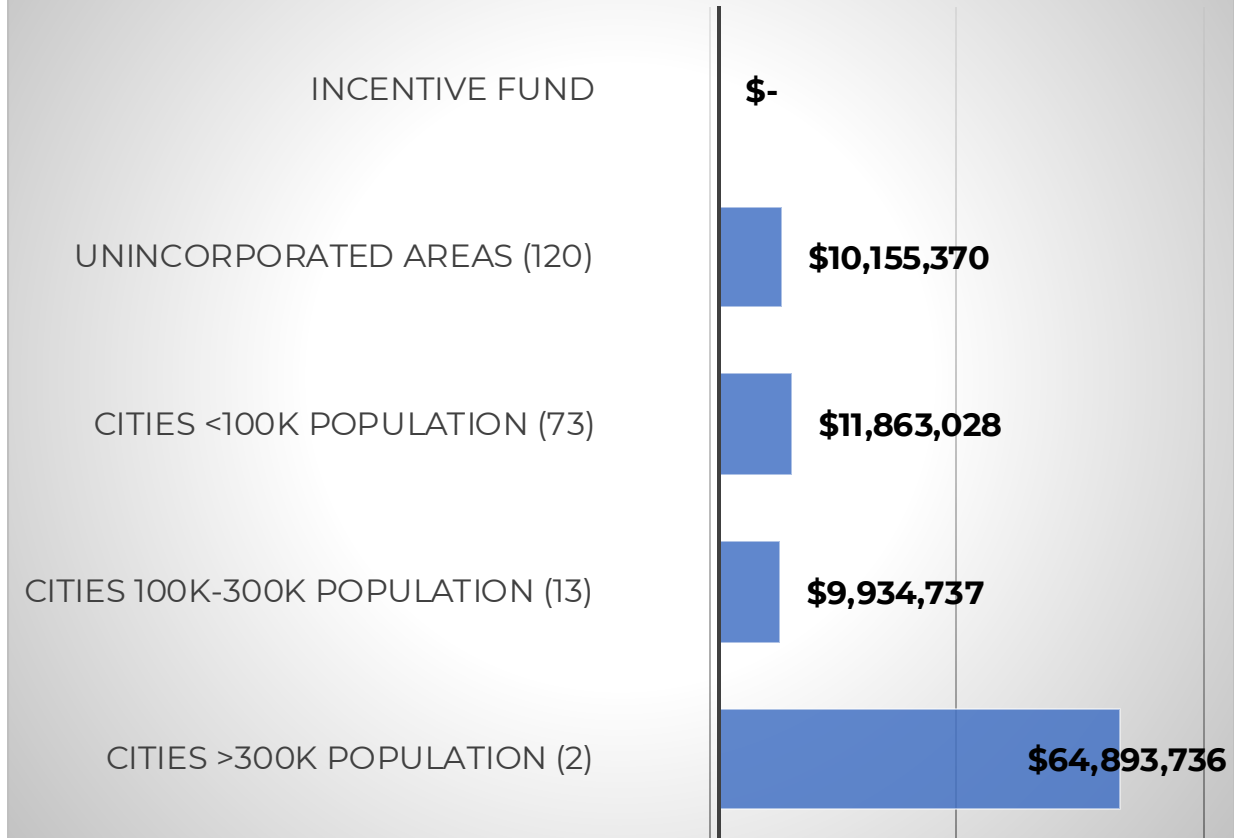
- Leverages the most accurate measure of the relative number and demographics of people experiencing HUD-defined homelessness across LA County.
- Using a two-year average reduces the volatility of annual changes, which helps cities plan and program services based on projected funding.
- Aligns very closely with the language of the Measure
- Drives funding toward the highest concentrations of homelessness.

CONS

- PIT count reductions would result in funding reductions if those PIT reductions were out of step with countywide trends.
- Focuses on homelessness as defined by HUD, which does not include all forms of federally-recognized homelessness (McKinney Vento) and may undercount some forms of family homelessness.
- Potentially exacerbates inequities and limits service and housing mobility by driving funding toward jurisdictions that already bear the disproportionate burden of homelessness.

Net Impact Highlights

Scenario 1: The Baseline



One-Year Most Recent PIT Count

Formula Methodology: 2024 PIT Count

This formula uses the most recent PIT Count data (2024) for each jurisdiction and then distributes 100% of the funds based on each jurisdiction's proportionate share of that total.

PROS

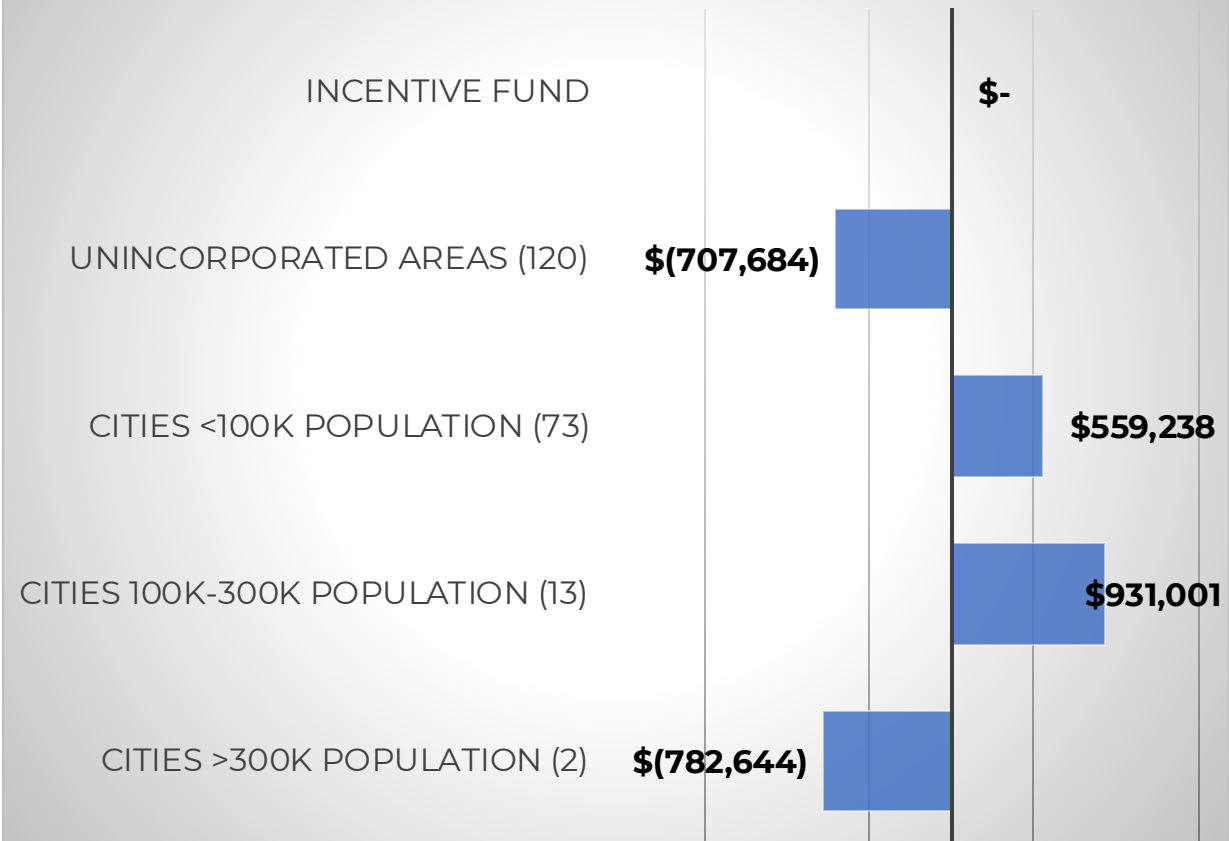
- Leverages the most recent measure of the relative number and demographics of people experiencing HUD-defined homelessness across LA County.
- Aligns very closely with the language of the Measure.
- Drives funding toward the highest concentrations of homelessness.
- Drives resources toward cities where PIT count went up relative to peers.

CONS

- Highly volatile to year-over-year changes.
- PIT count reductions would result in funding reductions if those PIT reductions were out of step with Countywide trends.
- Focuses on homelessness as defined by HUD, which does not include all forms of federally-recognized homelessness (McKinney Vento) and may undercount some forms of family homelessness.
- Potentially exacerbates inequities and limits service and housing mobility by driving funding toward jurisdictions that already bear the disproportionate burden of homelessness.

Net Impact Highlights

Scenario 2 vs. Scenario 1



Multi-Year Average PIT Count + Incentive

Formula: 90% 23/24 PIT Count Avg. + 10% Incentive

This formula sets aside 10% as an incentive for jurisdictions that demonstrate progress toward Board-approved objectives, and the remaining 90% is allocated based on an average of the last two years of PIT Count data (2023 & 2024).

PROS

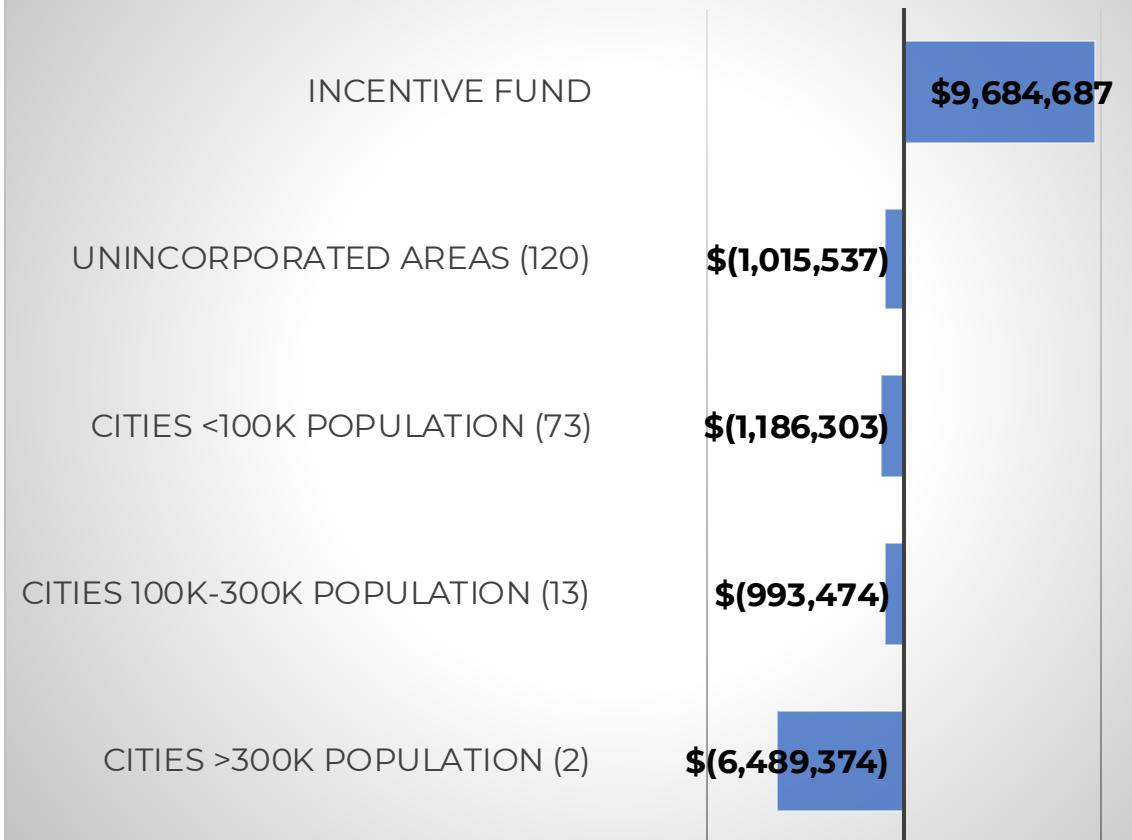
- Creates an incentive structure for jurisdictions to achieve reductions in homelessness and/or increases in prevention and permanent housing production.
- Leverages the most accurate measure of the relative number and demographics of people experiencing HUD-defined homelessness across LA County.
- Reduced volatility helps cities plan and program services based on projected funding.
- Equity impacts would largely depend on how the incentive fund is used.

CONS

- Focuses only on HUD-defined homelessness.
- Reduces the overall funding that is allocated to cities directly, which would likely disappoint some jurisdictions.
- Potential for the perception of County conflict of interest as the County would administer the incentive funds and could also be a recipient of the incentive funds.
- Requires another framework, protocol, and process for administering the incentive funds.

Net Impact Highlights

Scenario 3 vs. Scenario 1



Multi-Year Average PIT Count + MV (ACS Proxy)

Formula: 90% 23/24 PIT Count Avg. + 10% ACS Families

Since McKinney Vento (MV) data is not yet available by city, this formula uses a U.S. Census American Community Survey (ACS) proxy measure for deeply impoverished households to allocate 10% of the funding, and the remaining 90% is allocated based on an average of the last two years of PIT Count data (2023 & 2024).

PROS

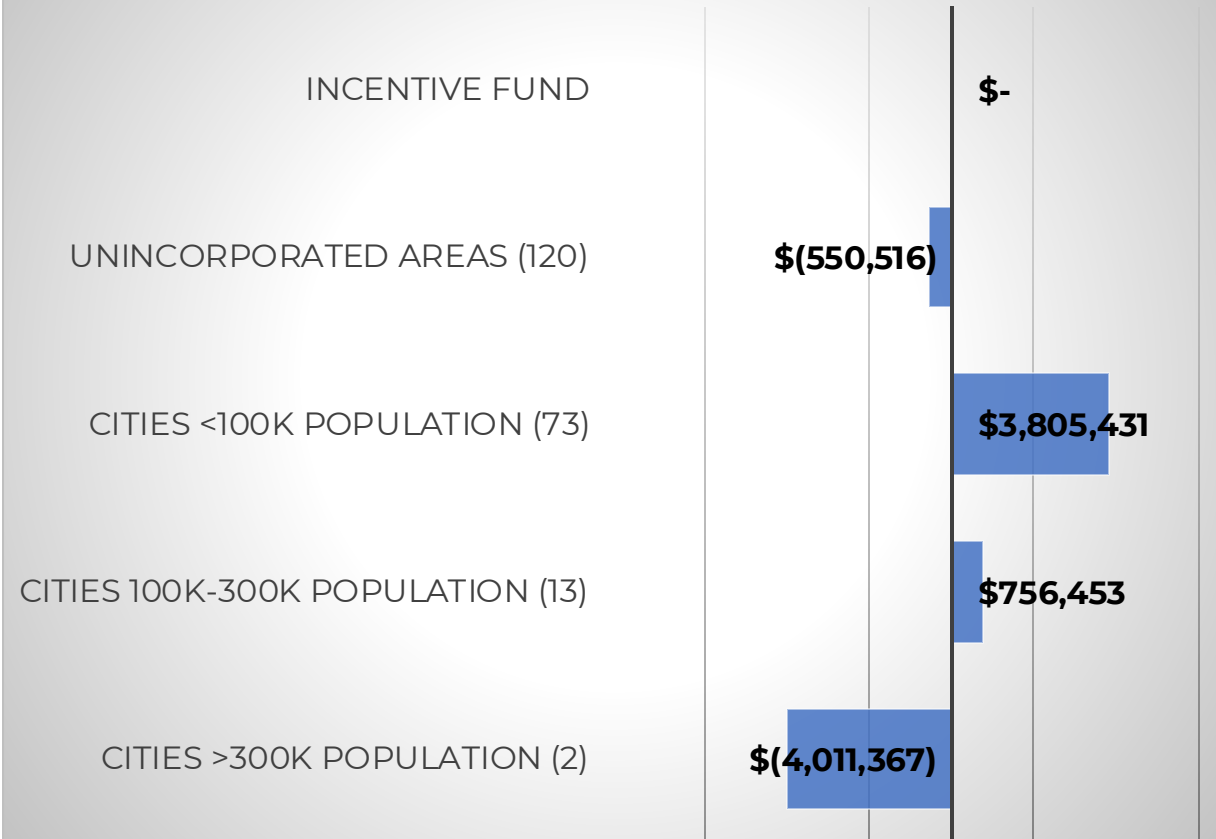
- Accounts for known gaps in HUD's definition of homelessness by including a temporary proxy for doubled-up households while we wait for McKinney Vento data by City.
- Leverages the most accurate measure of the relative number and demographics of people experiencing HUD-defined homelessness across LA County.
- Reduced volatility helps cities plan and program services based on projected funding.
- Some cities benefit from including a family-poverty metric (instead of just PIT).

CONS

- Relies on a measure that is a proxy, not a direct measure of doubled-up homelessness.
- Unincorporated areas are treated as one large average area under the ACS measure, so funds are not equitably distributed across unincorporated areas (e.g. Antelope Valley vs West Athens).
- Reductions in PIT and ACS would result in reductions in funding if those reductions were out of step with countywide trends.

Net Impact Highlights

Scenario 4 vs. Scenario 1



Multi-Year Average PIT Count + RHNA

Formula: 90% 23/24 PIT Count + 10% VLI RHNA

This formula allocates 90% of the funding using an average of the last two years of PIT Count data (2023 & 2024). The remaining 10% is allocated based on each city's progress toward its Very Low Income (VLI) Regional Housing Needs Assessment (RHNA) goals, and its relative contribution to the County's combined VLI RHNA goal.

PROS

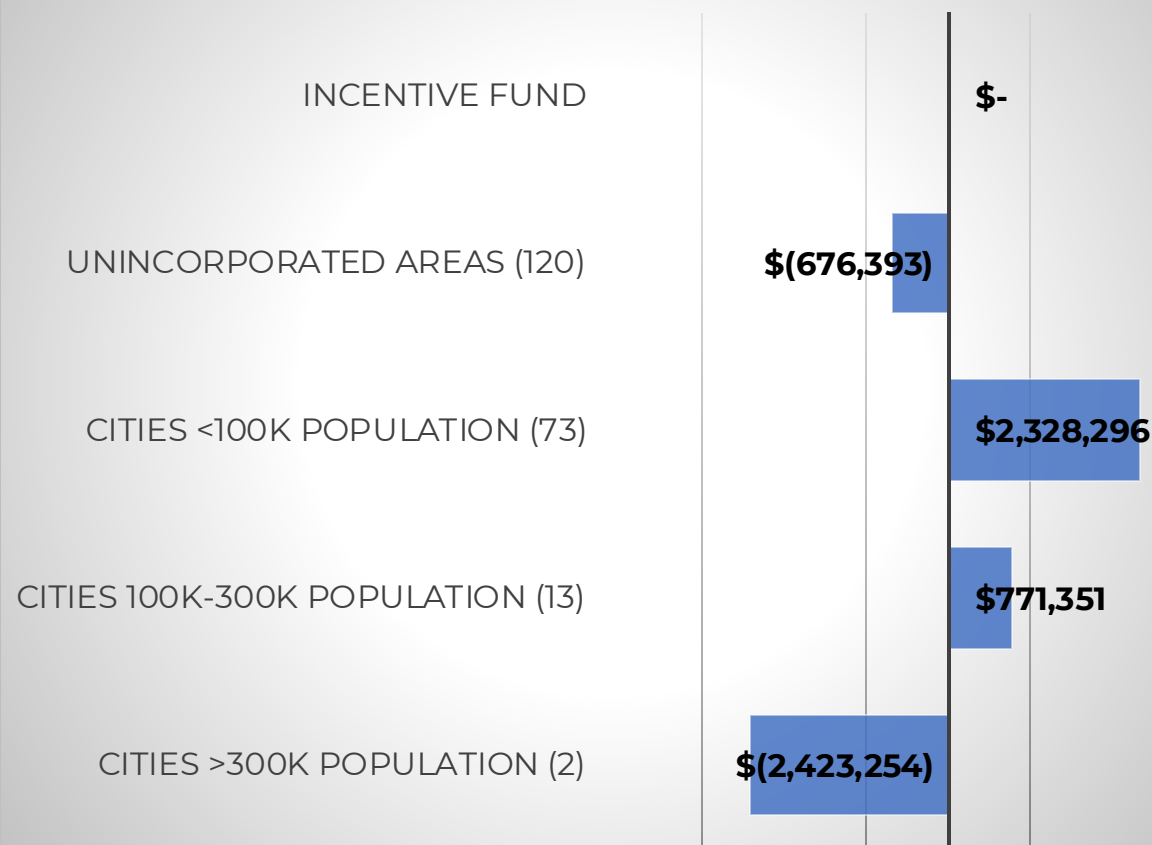
- Builds in an incentive structure for jurisdictions who make progress toward their own housing goals for Very Low-Income (VLI) households, as well as rewards them for their relative contribution toward the County's combined VLI RHNA goal.
- Leverages the most accurate measure of the relative number and demographics of people experiencing HUD-defined homelessness across LA County.
- Reduced volatility helps cities plan and program services based on projected funding.
- Might incentivize the production of affordable housing for Very Low-Income households across LA County.

CONS

- Leans heavily on HUD-defined homelessness.
- Some cities might disagree with the use of RHNA goals in their Local Solutions Fund methodology – however Measure A is clear that the LSF funds can be used for any lawful purpose outlined in the measure, and affordable housing is one of those purposes.

Net Impact Highlights

Scenario 5 vs. Scenario 1



Multi-Year Average PIT Count + ACS + RHNA

Formula: 90% 23/24 PIT Count + 5% ACS + %5 VLI RHNA

This formula allocates 90% of the funding using an average of the last two years of PIT Count data (2023 & 2024). 5% is allocated based on each city's progress toward its Very Low Income (VLI) Regional Housing Needs Assessment (RHNA) goals, and its relative contribution to the County's combined VLI RHNA goal. 5% is based on U.S. Census American Community Survey (ACS) proxy measure for deeply impoverished households

PROS

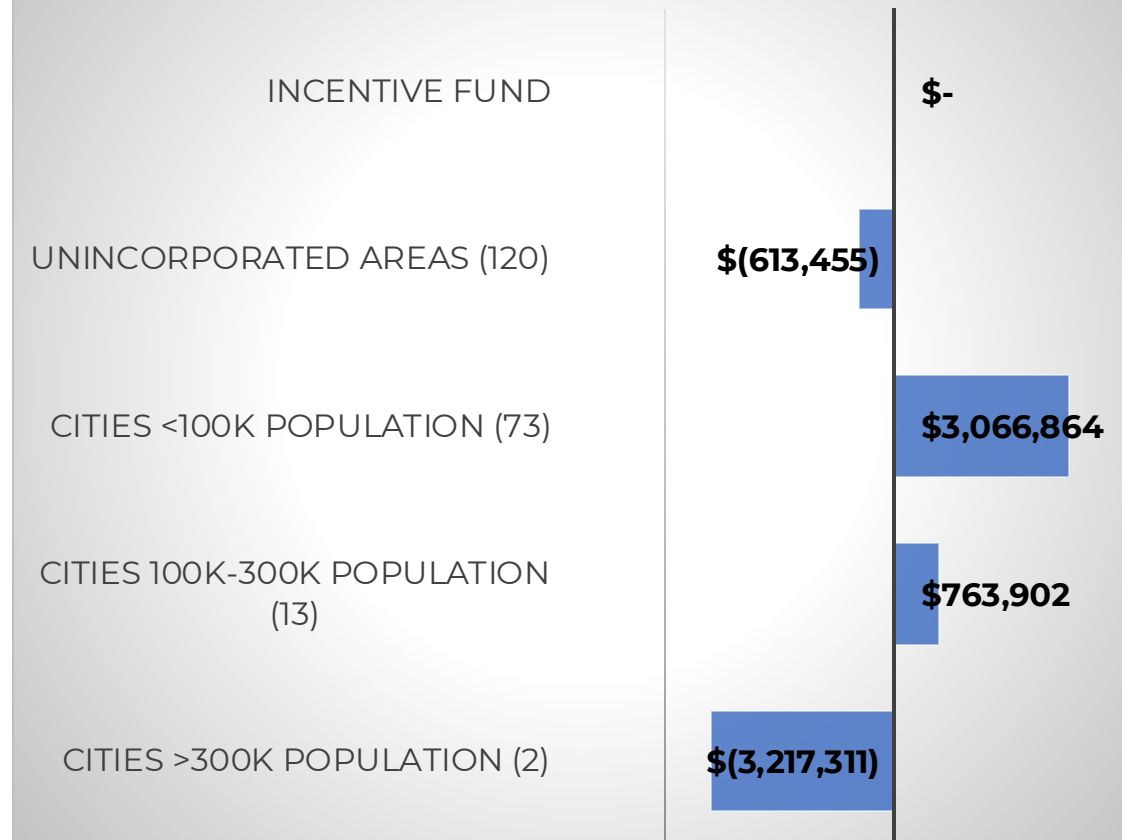
- Accounts for known gaps in HUD's definition of homelessness by including a temporary proxy for doubled-up households while we wait for McKinney Vento data by City.
- Builds in an incentive structure for jurisdictions who make progress toward their own housing goals for Very Low-Income (VLI) households, as well as rewards them for their relative contribution toward the County's combined VLI RHNA goal.
- Leverages the most accurate measure of the relative number and demographics of people experiencing HUD-defined homelessness across LA County.
- Reduced volatility helps cities plan and program services based on projected funding.
- Might incentivize the production of affordable housing for Very Low Income households across LA County.

CONS

- Some cities might disagree with the use of RHNA goals in their Local Solutions Fund methodology – however Measure A is clear that the LSF funds can be used for any lawful purpose outlined in the measure, and affordable housing is one of those purposes.

Net Impact Highlights

Scenario 6 vs. Scenario 1



Disbursement of Funds

Applying the Formula Methodology: 2-Year Avg. PIT Count

We can distribute 81% of the LSF with 20 city direct agreements

City/Sub-Region	Supervisory District	Council of Government	Formula 1 # Value	23/24 PIT Count Avg.	% of total
Los Angeles	1,2,3,4,5	0	1	\$ 58,774,325	60.69%
Long Beach	4	GCCOG	2	\$ 6,119,411	6.32%
Lancaster	5	0	3	\$ 2,228,746	2.30%
Palmdale	5	0	4	\$ 1,515,727	1.57%
Santa Monica	3	WCCOG	5	\$ 1,435,008	1.48%
Pomona	1	SGVCOG	6	\$ 1,182,088	1.22%
Pasadena	5	SGVCOG	7	\$ 997,330	1.03%
Inglewood	2	SBCCOG	8	\$ 754,276	0.78%
Bell	1	GCCOG	9	\$ 622,435	0.64%
Santa Fe Springs	4	GCCOG	10	\$ 599,116	0.62%

City/Sub-Region	Supervisory District	Council of Government	Formula 1 # Value	23/24 PIT Count Avg.	% of total
Compton	2	GCCOG	11	\$ 595,528	0.61%
Montebello	1	SGVCOG	12	\$ 577,591	0.60%
El Monte	1	SGVCOG	13	\$ 526,468	0.54%
Torrance	4	SBCCOG	14	\$ 507,634	0.52%
South Gate	1	GCCOG	15	\$ 443,955	0.46%
Baldwin Park	1	SGVCOG	16	\$ 434,987	0.45%
Downey	4	GCCOG	17	\$ 425,121	0.44%
Santa Clarita	5	SFVCOG	18	\$ 408,977	0.42%
Bellflower	4	GCCOG	19	\$ 386,555	0.40%
Irwindale	1	SGVCOG	20	\$ 384,761	0.40%

Disbursement of Funds

Applying the Formula: 90% 23/24 PIT Count + 5% ACS + %5 VLI RHNA

We can distribute 79% of the LSF with 20 city direct agreements

City/Sub-Region	Supervisory District	Council of Government	Formula 2 # Value	90% 23/24 PIT Count + 5% ACS Families + 5% VLI RHNA
Los Angeles	1,2,3,4,5	0	1	\$ 55,839,968
Long Beach	4	GCCOG	2	\$ 5,836,805
Lancaster	5	0	3	\$ 2,263,872
Palmdale	5	0	4	\$ 1,594,595
Santa Monica	3	WCCOG	5	\$ 1,591,084
Pomona	1	SGVCOG	6	\$ 1,221,366
Pasadena	5	SGVCOG	7	\$ 1,039,782
Santa Fe Springs	4	GCCOG	8	\$ 932,331
Inglewood	2	SBCCOG	9	\$ 838,764
El Monte	1	SGVCOG	10	\$ 653,927

City/Sub-Region	Supervisory District	Council of Government	Formula 2 # Value	90% 23/24 PIT Count + 5% ACS Families + 5% VLI RHNA
Compton	2	GCCOG	11	\$ 615,168
Bell	1	GCCOG	12	\$ 612,347
Montebello	1	SGVCOG	13	\$ 594,184
Torrance	4	SBCCOG	14	\$ 518,018
Glendale	5	SFVCOG	15	\$ 498,857
Norwalk	4	GCCOG	16	\$ 475,661
South Gate	1	GCCOG	17	\$ 452,795
Baldwin Park	1	SGVCOG	18	\$ 452,185
Irwindale	1	SGVCOG	19	\$ 435,967
Downey	4	GCCOG	20	\$ 429,859

Effective, Efficient, Economical, and Equity-Focused Service Delivery

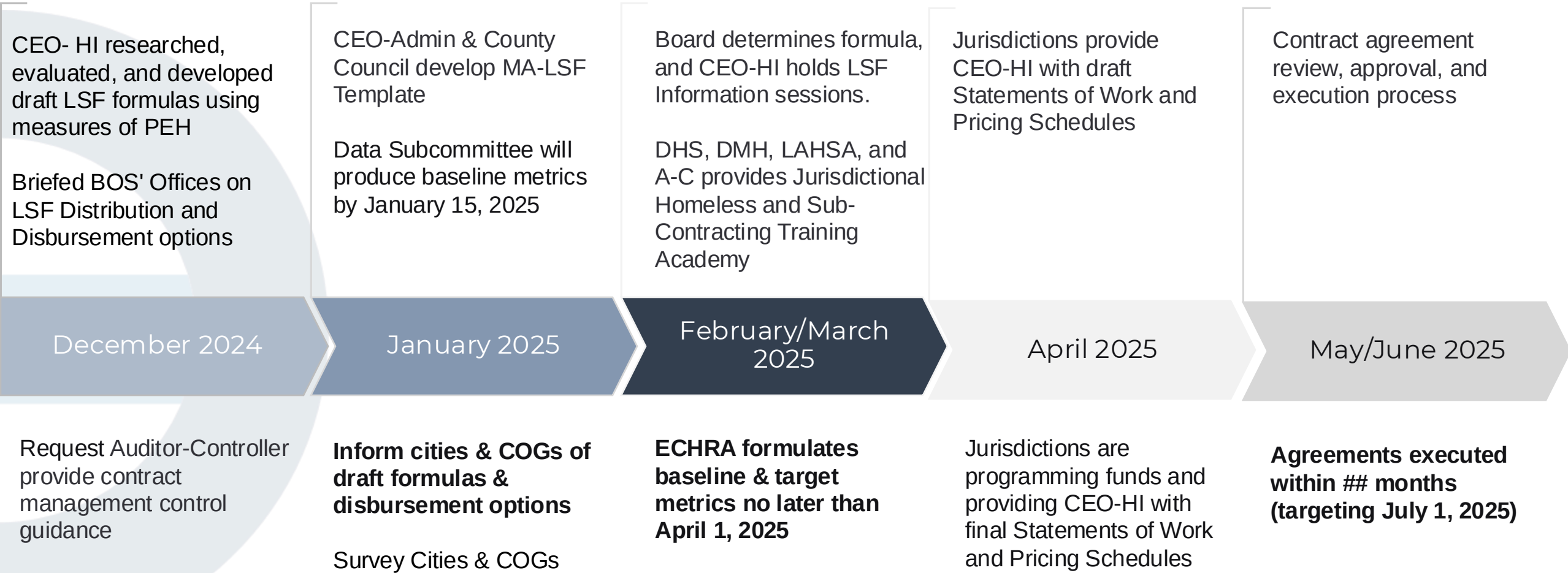
Policy Considerations

- ✓ **Entities:** Measure A does not specify distributing the LSF to Tribal entities, Metro, or other jurisdictions.
- ✓ **Pathway Home:** All measures do not account for the impact of Pathway Home (e.g. Signal Hill)
- ✓ **Funding Priorities & Parameters:** Housing & Prevention vs. outreach, case management, & liaisons
- ✓ **Programs with Similar Services:** local and regional duplication, role & service scope confusion
- ✓ **Co-Investment Match Requirements?**
- ✓ **Access and utilization of authoritative data systems (HMIS)**

Administrative Considerations

- ✓ **Efficient Contracting:** Development, administration, management, and monitoring.
- ✓ **Implementation Timeline**
- ✓ **Local program capacity**
- ✓ **Sub-regional programming:** COGS working with small member cities to leverage funding and maximize programming.
- ✓ **Historical Underspend**
- ✓ **Required Training on Homelessness, Homelessness services, & Sub-Recipient Contracting:** Enhanced Communication, Improved alignment, Strengthened Coordination

Implementation Process Milestones



CEO-HI to provide advisory guidance and technical assistance to cities & COGs.

DATE: January 23, 2025

TO: Governing Board
Homelessness Committee
City Managers
Homelessness Working Group

FROM: Marisa Creter, Executive Director

RE: **MEASURE A LOCAL SOLUTIONS FUND (LSF) DRAFT FUNDING SCENARIOS**

BACKGROUND

On Wednesday, January 22, the County of Los Angeles released six proposed scenarios for allocating the estimated \$96 million in local solution funds (LSF) anticipated to become available to jurisdictions across the county under the recently passed Measure A. Attachment A is the County's presentation explaining each of the proposed scenarios. Attachment B¹ is a spreadsheet that provides the anticipated funding by jurisdiction for each of the six scenarios.

SUMMARY OF FUNDING SCENARIOS

Below is a brief summary of how each scenario is calculated.

- **Scenario 1: Multi-Year Average PIT Count**
 - **Summary:** This formula averages the past two years of point in time (PIT) Count data (2023 & 2024) for each jurisdiction and then distributes 100% of the funding based on each jurisdiction's proportionate share of that average.
- **Scenario 2: One-Year Most Recent PIT Count**
 - **Summary:** This formula uses the most recent PIT Count data (2024) for each jurisdiction and then distributes 100% of the funds based on each jurisdiction's proportionate share of that total.
- **Scenario 3: Multi-Year Average PIT Count + Incentive**
 - **Summary:** This formula sets aside 10% as an incentive for jurisdictions that demonstrate progress toward Board-approved objectives, and the remaining 90% is allocated based on an average of the last two years of PIT Count data (2023 & 2024). Note: Would require the creation of an application and evaluation process for incentive funds (TBD).
- **Scenario 4: Multi-Year Average PIT Count + MV (ACS Proxy)**
 - **Summary:** This formula attempts to account for gaps in HUD's definition of homelessness, which does not include individuals who are sharing housing as a result of economic hardship. Each school district collects data on the number of students experiencing homelessness as defined by the McKinney-Vento (MV) Act, which includes students experiencing homelessness as well as those sharing

¹ Cities are organized alphabetically.

housing. However, at this time, MV data is not available by city. Since McKinney Vento (MV) data is not yet available by city, this formula uses a U.S. Census American Community Survey (ACS) proxy measure for deeply impoverished households to allocate 10% of the funding, and the remaining 90% is allocated based on an average of the last two years of PIT Count data (2023 & 2024).

- **Scenario 5: Multi-Year Average PIT Count + RHNA**
 - **Summary:** This formula allocates 90% of the funding using an average of the last two years of PIT Count data (2023 & 2024). The remaining 10% is allocated based on each city's progress toward its Very Low Income (VLI) Regional Housing Needs Assessment (RHNA) goals, and its relative contribution to the County's combined VLI RHNA goal.
- **Scenario 6: Multi-Year Average PIT Count + ACS + RHNA**
 - **Summary:** This formula allocates 90% of the funding using an average of the last two years of PIT Count data (2023 & 2024). 5% is allocated based on each city's progress toward its Very Low Income (VLI) Regional Housing Needs Assessment (RHNA) goals, and its relative contribution to the County's combined VLI RHNA goal. 5% is based on U.S. Census American Community Survey (ACS) proxy measure for deeply impoverished households

ANALYSIS

Cities are strongly encouraged to review the data and identify any questions or concerns, and share them with both SGVCOG and HI staff.

In reviewing the six scenarios, it is important to note that 90-100% of the allocations for all formulas is based on PIT count data, which has numerous challenges including the following:

- PIT count data is a snapshot of homelessness, which can fluctuate dramatically year to year and may not represent the actual number of people experiencing homelessness in a community.
- Cities that take steps to reduce homelessness in their communities will experience a relative decrease in funding over time compared to cities that have no decrease or have an increase in homelessness.

Specific observations related to each scenario are as follows:

- **Scenario 1:** This approach is a generally accepted method for allocating funding and moderates some of potential fluctuations in PIT that occur year-to-year.
- **Scenario 2:** PIT data can vary from year-to-year, and these fluctuations are more pronounced in smaller geographic areas. This could result in a city's funding increasing or decreasing year-to-year by 2X or more. This would make it difficult to contract for services or plan long-term.
- **Scenario 3:** This scenario would set aside 10% of the funding for a yet to-be-determined incentive program. It is unknown how cities in the San Gabriel Valley would compete for these incentive funds. Additionally, this would create an additional administrative process to manage the application and review process for these incentive funds.
- **Scenario 4 (SGVCOG Staff Recommendation):** This method takes into account a more robust definition of homelessness and extreme poverty and includes individuals and families that may not be accounted for in the PIT. These groups are often

considered the “hidden homeless” that are unstably housed but not street-homeless. This funding scenario is beneficial to the majority of cities in the San Gabriel Valley, who tend to have higher relative levels of “hidden homeless” and family homelessness.

- **Scenario 5 and 6:** Both these scenarios include RHNA VLI allocations and annual progress report (APR) data as a component of the funding allocation formula. This could be problematic for many reasons. Housing elements work off an eight year cycle; therefore, a city’s annual progress in meeting housing goals does not necessarily reflect a city’s overall progress in meeting its VLI RHNA housing goals. Initially, this formula may arbitrarily favor cities that complete housing projects earlier in the 8-year cycle over cities that meet the goal gradually over the entire cycle. Over time, there will likely be more volatility in any calculations that incorporate housing construction goals, with a city getting extra funding the year a housing project is completed and then seeing a slow decrease over future years as other cities complete projects. In addition, cities with a lower VLI RHNA goal would have a smaller impact on the County’s overall progress towards its VLI RHNA goals.

OPPORTUNITIES TO PROVIDE FEEDBACK

There are multiple opportunities to provide feedback, including the following upcoming meetings:

- **January 24, 2025 (1 PM):** Executive Committee for Regional Homeless Alignment (Join the meeting [here](#))
- **February 13, 2025:** Homeless Policy Deputies Meeting
- **March 2025:** Board of Supervisors Meeting

March 18, 2025

Chair Kathryn Barger
Los Angeles County Board of Supervisors
500 West Temple Street, #383
Los Angeles, CA. 90012

**RE: LETTER OF SUPPORT FOR MEASURE A LOCAL SOLUTIONS FUND (LSF)
FUNDING SCENARIO 4 WITH MODIFICATIONS**

Dear Chair Barger:

The City of West Covina appreciates the opportunity to review the proposed scenarios for the Measure A Local Solutions Fund (LSF) and provide this feedback.

I am writing to express the City's support for the County's proposed Measure A Local Solutions Fund (LSF) draft funding scenario #4 with the following modifications:

- Increase the share of funding allocated based on the American Community Survey (ACS) measure of deeply impoverished households to 20%, from the 10% currently proposed by the scenario. The remaining 80% of the allocation would continue to be allocated by the average of the last two years' point-in-time (PIT) count.
- Beginning in Year 2, allocate a portion of LSF funding via a formula based on an agency's success in meetings its performance metrics.

This scenario considers a more robust definition of homelessness and extreme poverty by including individuals and families that may not be accounted for in the PIT. These groups are often considered the "hidden homeless" that are unstably housed but not street homeless and aligns with the unique challenges facing San Gabriel Valley cities. It is crucial that Measure A funds be inclusive of these groups, who tend to be excluded from traditional homeless counts. Additionally, the City of West Covina supports exploring a performance-based allocation model for future funding years to incentivize impactful homelessness response efforts.

While we acknowledge that the PIT count is identified in Measure A as the mechanism of allocating LSF funds, it is important to acknowledge the significant limitations of using this data source. PIT count data is a snapshot of homelessness, which can fluctuate dramatically year-to-year and may not represent the actual number of people experiencing homelessness in a community. Cities like ours have a low level of confidence in the relative accuracy of the PIT count, and many jurisdictions have completed their own census counts to better understand the population of persons experiencing homelessness and to better identify approaches to supporting this population. Moving forward, the County must identify and implement a revised approach to determine the population of persons experiencing homelessness in each jurisdiction.

We appreciate this opportunity to provide feedback on the Measure A LSF Scenarios. Thank you for your leadership and commitment to addressing homelessness across Los Angeles County. We look forward to the opportunity to collaborate on this critical issue.

Should you have any questions, please do not hesitate to contact the City Manager, Paulina Morales, at pmorales@westcovina.org or (626) 939-8401.

Sincerely,

Tony Wu, Mayor

cc: Los Angeles County Board of Supervisors
Executive Committee for Regional Homeless Alignment
Leadership Table Members



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF MAYORAL APPOINTMENT OF CITY COUNCIL MEMBER GUTIERREZ TO SERVE ON HURST RANCH HISTORICAL FOUNDATION BOARD OF DIRECTORS

RECOMMENDATION:

Staff recommends that the City Council adopt the following resolution:

RESOLUTION NO. 2025-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE APPOINTMENT OF COUNCIL MEMBER GUTIERREZ TO THE HURST RANCH HISTORICAL FOUNDATION BOARD OF DIRECTORS

BACKGROUND:

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

Participation in these activities is significantly important to the City, in that the policies and decisions of these bodies may directly affect the interests of the City. A brief description of the committees and boards, including any stipends associated with serving on such committees and boards, is contained in Attachment No. 2. Stipends, meeting times, and meeting locations are subject to change by the individual agencies.

Section 5-b of the City Council Standing Rules provides: "It shall be the prerogative of the Mayor, taking into consideration relative length of Council service, individual Council Member preference and equivalency, to assign individual Council Members to various committees." Each year, the Mayor assigns Council Members to serve on various advisory boards and committees, as necessary, and such assignments are subject to confirmation by the City Council as a whole.

Below is a list of the advisory boards/committees:

- Audit Committee
- City/School Cooperative Committee
- Community Service Group
- Foothill Transit Board
- Hurst Ranch Historical Foundation

- Los Angeles County City Selection Committee
- San Gabriel Valley Council of Governments
- Sanitation District Board
- Southern California Association of Governments
- San Gabriel Valley Mosquito and Vector Control District

On December 17, 2024, the City Council adopted Resolution 2024-75, confirming the Mayoral Appointments.

DISCUSSION:

At the December 17, 2024 Council meeting, the City Council adopted Resolution No. 2024-10, confirming the Mayor's appointments of Council Members to serve on various advisory boards and committees.

Council Member Diaz has stepped down from serving as one of the City's representatives on the Hurst Ranch Historical Foundation Board of Directors. Mayor Wu would like to appoint Council Member Gutierrez as her replacement.

Staff recommends that the Council adopt the proposed resolution to confirm Council Member Gutierrez's appointment to the Hurst Ranch Historical Foundation Board of Directors.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Adopt the resolution;
2. Provide alternative direction.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - Resolution No. 2025-24

Attachment No. 2 - Committee Descriptions

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

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING THE APPOINTMENT OF COUNCIL MEMBER GUTIERREZ TO THE HURST RANCH HISTORICAL FOUNDATION BOARD OF DIRECTORS

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

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

WHEREAS, pursuant to the City Council's Standing Rules, the Mayor annually assigns City Council Members to serve as members and alternates to such advisory boards and committees; and

WHEREAS, on December 17, 2024, the City Council adopted Resolution No. 2024-10, confirming the Mayor's appointments of Council Members to serve on various advisory boards and committees; and

WHEREAS, Council Member Diaz has stepped down from serving as one of the City's representatives on the Hurst Ranch Historical Foundation Board of Directors; and

WHEREAS, Mayor Wu desires to appoint Council Member Gutierrez to replace Council Member Diaz on the Hurst Ranch Historical Foundation Board of Directors; and

WHEREAS, the City Council desires to confirm such appointment.

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

SECTION 1. The City Council hereby confirms the appointment of Council Member Gutierrez as one of the City's representatives on the Hurst Ranch Historical Foundation Board of Directors.

SECTION 2. The list of 2025 Council Liaison Appointments to Advisory Boards and Committees, as set forth in Exhibit A to Resolution No. 2024-10, shall be amended to reflect the appointment of Council Member Gutierrez to replace Council Member Diaz on the Hurst Ranch Historical Foundation Board of Directors.

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 18th day of March, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-24 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of March 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

COUNCIL LIAISON APPOINTMENTS

**CITY OF WEST COVINA
2025 COUNCIL LIAISON APPOINTMENTS TO
ADVISORY BOARDS AND COMMITTEES**

ORGANIZATION	CONTACT INFORMATION/MEETING LOCATION	MEETING DATE AND TIME	REPRESENTATIVE	ALTERNATE
Audit Committee - No stipend issued. - Both Positions are Representatives - Form 700 filing required	West Covina City Hall/MRC	At least annually, with additional meetings as needed	Gutierrez, Cantos	None
City/School Cooperative Committee - No stipend issued. - Both Positions are Representatives - No 700 filing required	West Covina City Hall/MRC	Day TBD in May and October, 4:30 p.m.	Gutierrez, Wu	None
Community Service Group - No stipend issued. - Both Positions are Representatives - No 700 filing required		Every other month, on the third Wednesday of the month	Diaz, Cantos	None
Foothill Transit Board \$150 stipend per meeting - Form 700 filing required	100 S. Vincent Ave., Suite 200 West Covina, CA 91790 Main No.: (626) 967-3147 Contact Person: Christina Lopez (626) 931-7204 clopez@foothilltransit.org	As needed and for annual meeting in May	Gutierrez	Diaz
Hurst Ranch - No stipend issued. - Both Positions are Representatives - No 700-filing required	1227 S. Orange Ave. West Covina, CA 91790 Main No.: (626) 962-8056	Last Monday of the month, 10:00 a.m.	Lopez-Viado, Gutierrez	None

Los Angeles County City Selection Committee No stipend issued	Meetings held at different locations.	As needed	Wu (Mayor automatic appointment)	Lopez-Viado
San Gabriel Valley Council of Governments (SGV COG) \$75 stipend per month regardless of the number of meetings - Form 700 filing required - AB 1234 filing required	1000 S. Fremont Ave., Unit 42 Alhambra, CA 91803 Main No. (626) 457-1800 Contact Person: Stefanie Hernandez sgv@sgvcog.org Meeting Location: Upper SGV Muni. Water 602 E. Huntington Drive Monrovia, CA 91016	Third Thursday of the month, 4:00 p.m.	Wu	Lopez-Viado
San Gabriel Valley Mosquito and Vector Control District \$100 stipend per month regardless of the number of meetings.	1145 N. Azusa Canyon Rd. West Covina, CA 91790 Main No.: (626) 814-9466 Fax No.: (626) 337-5686 Contact Person: Jerry Mireles jmireles@sgvmosquito.org	Second Friday of the month, 7:00 a.m.	Diaz (4 year term, commencing January 1, 2025 and ending December 31, 2028)	None

Sanitation District Board • \$125 stipend per meeting. NOTE: West Covina falls within three districts, therefore, the City's liaison attends 3 district meetings for \$375 • Form 700 filing required • AB 1234 filing required	Sanitation Districts of Los Angeles County 1955 Workman Mill Road Whittier, CA 90601 Main No.: (562) 908-4288 Fax: (562) 908-4278 Contact Person: Michael Hsu, Ext. 1112	Fourth Wednesday of the month, 1:30 p.m.	Wu (Mayor automatic appointment) District 15, 21, 22	Lopez-Viado
Southern California Association of Governments (SCAG) • Form 700 filing required • AB 1234 filing required	818 W. Seventh St., 12th Floor Los Angeles, CA 90017 Main No.: (213) 236-1800 Contact Person: Tess Rey rey@scag.ca.gov	Annual Regional Conference in May	Cantos	Gutierrez

City Council Liaison Board and Committee Descriptions

1. Audit Committee

Established in 2015, the Audit Committee's purpose is to assist the City Council in discharging its responsibilities for ensuring financial stability and monitoring the implementation of the corrective actions identified in the City's Financial Recovery Plan.

Stipend: None

2. City/School Cooperative Committee

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

Stipend: None

3. Community Service Group

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

Stipend: None

4. Foothill Transit Board

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

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

Stipend: Governing Board receives \$150 per meeting.

5. Hurst Ranch

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

Stipend: None

6. Los Angeles County City Selection Committee

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

Stipend: None

7. San Gabriel Valley Council of Governments

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

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

8. San Gabriel Valley Mosquito and Vector Control District

Assists cities in managing or eliminating mosquito breeding areas, and responding to complaints about mosquitoes or mosquito-like insects (i.e. bees) in the District. There is no alternate for this Committee. Liaison is appointed to serve a two-year or a four-year term, at the discretion of the appointing authority.

Stipend: \$100 travel reimbursement.

9. Sanitation District Board

The Los Angeles County Sanitation Districts (Districts) are a confederation of independent special districts serving the wastewater and solid waste management needs of Los Angeles County. The Board of Directors consists of the mayor of each city served.

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

10. Southern California Association of Governments (SCAG)

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

Stipend: None



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

**SUBJECT: CONSIDERATION OF REQUEST FOR PROPOSALS FOR MULTI-PARK LED SIGN
INSTALLATION PROJECT (PROJECT NO. C25022)**

RECOMMENDATION:

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

1. Reject All Bids for the Request for Proposals - LED Signage at City Community Facilities (Project No. C25022)

BACKGROUND:

In January 2022, the City released a construction bid package for the City Hall Signage Installation at City Hall Facility Project. The City entered into a Construction Services Agreement with Square Signs LLC dba Front Signs for the project. As a part of the project, a new two-sided high visibility LED sign was installed along South Sunset Avenue to show upcoming City events and updates for residents.

In the Fall of 2024, staff was given the direction to expand on the project and pursue the installation of LED signage at the parks where the City has community centers to increase the visibility of programming and services to residents.

DISCUSSION:

On November 19, 2024, staff advertised the construction bid package for the construction and installation of LED Signs at five (5) City owned facilities. The new signs will replace the existing monuments at the facilities and will feature either a new double-sided or single-sided LED sign. The following is a list of what will be installed at the five (5) facilities:

Facility	Work being proposed
Cameron Park	Removal of an existing concrete monument and replacement with a new double-sided LED sign
Cortez Park	Removal of an existing LED monument and replacement with a new double-sided LED sign
Galster Wilderness Park	Removal of an existing single-sided concrete monument and replacement with a new single-sided LED sign
Palmview Park	Removal of an existing concrete monument and replacement with a single-sided LED sign
Shadow Oak Park	Removal of a message board and replacement with a double-sided LED sign

The City held a Bid Opening on December 12, 2024 at 2:00 pm and received the following two bids:

Contractor Name	Total Bid Amount
Square Signs LLC dba Front Signs	\$255,918.00
Complete Signs	\$267,384.25

Staff conducted a bid analysis including checking references, California Contractor Licensing information, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, Square Signs LLC dba Front Signs.

Lowest Responsive Bid

The lowest responsive bid was submitted by Square Signs LLC dba Front Signs in the amount of \$255,918.00.

While funding has been identified, it would be sourced from Park Dedication Fees (PDFs) and Park Development Impact Fees. Given that the City is in the process of launching the City Park Master Plan—an initiative aimed at assessing and addressing long-term and future park and facility needs—it has been determined that preserving these funds to leverage towards future grant opportunities and larger-scale projects will allow for more strategic and efficient use of resources.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

Fiscal Impact

FISCAL IMPACT:

The following is the breakdown of the total project estimate:

Construction Cost	\$255,918.00
Contingency allowance (25%)	\$63,979.50
Total Construction Contract Estimate	\$319,897.50
Project Management and Administration	\$31,989.75
Construction Management and Inspection	\$31,989.75
Total Project Estimate	\$383,877.00

Below is a breakdown of the project estimate by location:

Location	Base Contract	Contingency Allowance	Subtotal Contract	Project Management and Administration	Construction Management and Inspection	Total
Cameron Park	64,731	16,183	80,914	8,091	8,091	97,097
Galster	34,383	8,596	42,979	4,298	4,298	51,575
Cortez Senior Center	54,531	13,633	68,164	6,816	6,816	81,797
Shadow Oak	54,531	13,633	68,164	6,816	6,816	81,797
Palmview Park	47,742	11,936	59,678	5,968	5,968	71,613
Total	\$255,918	\$63,980	\$319,898	\$31,990	\$31,990	\$383,877

This project was not included in the FY2024-2025 budget. However, funding is available from the Park Dedication Fees (PDFs) and Park Development Impact Fees as outlined in the table below. These expenditures are included in the proposed budget amendment.

Location	Funding Source				Total
	Fund 166 Park Facilities Dev. Impact Fees	Fund 171 PDF B Palm View	Fund 174 PDF E Cortez	Fund 175 PDF F Gal-Wogrov-Cam	
Cameron Park				97,097	97,097
Galster				51,575	51,575
Cortez Senior Center	20,757		61,039		81,797
Shadow Oak	81,797				81,797
Palmview Park		71,613			71,613
Total	\$102,554	\$71,613	\$61,039	\$148,671	\$383,877
Available Fund Balance	315,130	1,668,696	61,039	325,492	
Ending Fund Balance	212,576	1,597,083	0	176,821	



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

**SUBJECT: CONSIDERATION OF AGREEMENT WITH BRIAN F. KNIGHT, ARCHITECT, INC.
DBA BFK ARCHITECTURE + PLANNING FOR DESIGN SERVICES FOR CITY HALL
ADA IMPROVEMENTS - PROJECT NO. 22017**

RECOMMENDATION:

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

1. Award the Request for Proposals (RFP) for design services for the City Hall ADA Improvements Project to Brian F. Knight, Architect Inc. dba BFK Architecture + Planning; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with Brian F. Knight, Architect Inc. dba BFK Architecture + Planning, with a maximum compensation of \$233,000.00, in such final form as approved by the City Attorney.

BACKGROUND:

The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities in everyday activities. The fundamental goal of the ADA is to ensure equal access to civic life for people with disabilities. Title II of the ADA requires state and local governments to make their programs, services, and activities accessible to persons with disabilities. It also establishes physical access requirements for public facilities, including buildings, parks, parking lots, sidewalks and trails, curb ramps and traffic signals.

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

On September 19, 2023, the City Council of the City of West Covina awarded Request for Proposals (RFP) No. 71-023 for preparation of an ADA Self-Evaluation Report and Transition Plan to Bureau Veritas Technical Assessments LLC (Bureau Veritas). Since the award of the RFP, Bureau Veritas has completed a draft evaluation of City Hall outlining improvements that can be made to get the City compliant with the Americans with Disabilities Act.

DISCUSSION:

On November 19, 2024, the City issued a Request for Proposals (RFP) for the City Hall ADA Improvements Project based on the draft transition plan prepared by Bureau Veritas. Proposed improvements in this phase of City Hall ADA improvements include Council Chamber accessibility, second and third floor City Hall restroom accessibility improvements, and City Hall elevator modernization. All proposals were due on December 11, 2024, on PlanetBids. The following two (2) firms submitted proposals by the December 11, 2024 due date:

Firm	Fee
BFK Architecture + Planning	\$233,000.00
Gillis + Panichapan Architects, Inc.	\$282,600.00

BFK Architecture + Planning's proposal is attached to this staff report as Attachment No. 1 and Gillis + Panichapan Architects, Inc.'s proposal is attached as Attachment No. 2.

The process of selecting the most qualified firm to prepare the City Hall ADA Improvement designs began with careful evaluation of both proposals received, based on the criteria and evaluation point system outlined in the RFP by staff. The Deputy Community Development Director, CIP Project Manager, and City Engineer reviewed and scored the proposals per the evaluation sheet.

After reviewing, staff unanimously determined that the proposal from BFK Architecture + Planning demonstrated the most comprehensive and best understanding of the project.

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with Brian F. Knight, Architect Inc. dba BFK Architecture + Planning for design services for the City Hall ADA Improvements for a total amount of \$233,000.00 and authorize the City Manager to execute the agreement. If approved, the project design phase will start in Spring of 2025

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Robert Ortega CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

The following is the breakdown of the project design phase budget:

Design Services (Contract with BFK Architecture + Planning)	\$233,000.00
Project Management Cost (7%)	\$16,310.00
Total Project Design Phase Budget	\$249,310.00

Staff proposes reallocating funds from general facilities repairs and improvements as follows:

Project	Fund	Current Budget Balance	Amount Requested	New Balance
---------	------	------------------------	------------------	-------------

C23034, Facilities Repairs & Improvements	160 Capital Projects	500,000	-249,310	250,690
C25023, City Hall ADA Improvements	160 Capital Projects	0	249,310	249,310
Total Project Budget		\$500,000	\$0	\$500,000

Attachments

Attachment No.1 - BFK Proposal

Attachment No.2 - Gillis + Panichapan Architects Proposal

Attachment No. 3 - Professional Services Agreement

Submittal for

**CITY OF WEST COVINA
REQUEST FOR PROPOSALS (RFP)
RFP# 22017
CITY HALL ADA
IMPROVEMENTS DESIGN**

City of West Covina
West Covina, CA

Submitted
December 11, 2024

BFK
ARCHITECTURE + PLANNING

TABLE OF CONTENTS

COVER LETTER	3
PROJECT SUMMARY	4
METHODOLOGY	6
FEE SCHEDULE	UNDER SEPARATE COVER
EXCLUDED OR SUBCONTRACTED SERVICES	10
REFERENCES	11
LIST OF SIMILAR SERVICES COMPLETED	12
APPENDICES	18-22
CONSULTANT'S BACKGROUND	20
CONSULTANT'S RESUMES	21
STATEMENT OF NON-COLLUSION BY CONTRACTOR	23
SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM.....	n/a
SAM.GOV VERIFICATION - DEBARMENT & SUSPENSION VERIFICATION	24
CERTIFICATE OF INSURANCE	25
W-9	26

COVER LETTER

December 11, 2024

City of West Covina
Jazmin Pat-Estrella
Acting Purchasing Manager
1444 W Garvey Avenue S
West Covina CA 91790
(626) 939-8448 Office
E-mail: JPat-Estrella@westcovina.org

**Reference: BFK Architecture + Planning Proposal for the City of West Covina City Hall
ADA Improvements Design**

Dear Ms. Pat-Estrella and Members of the Evaluation Committee:

BFK Architecture + Planning is pleased to submit the accompanying statement of qualifications for the West Covina City Hall ADA Improvements Design Project for the City of West Covina. We have provided similar services for municipal clients throughout Southern and Central California and have extensive experience with tenant improvement projects involving upgrades to building systems and structures, new construction, and adaptive re-use, as well as programming and planning studies for a wide range of facilities.

We have reviewed the scope of services detailed in the Request for Proposals document. Led by founder Brian Knight, **BFK** has assembled an architectural design team that can provide the full suite of services required to deliver high-quality 100% Plans, Specifications and Estimates (PS&E) and provide recommendations and reports required for the City's projects.

Our architectural team has a keen interest in civic architecture of all types, with all members having over 20+ years experience each and all having been involved in ground-up, new build and complete renovation projects of all sizes of community buildings.

I am confident that the **BFK** team can fully meet all of the City's needs and expectations for this assignment, and we welcome the opportunity to further elaborate on our unique qualifications and experience and how it might benefit the City of West Covina on this contract.

I have read, understood, and agreed to all statements in this request for proposals and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Sincerely,

BFK ARCHITECTURE + PLANNING



Brian Knight, AIA, LEED AP, President + CEO
brian.knight@bfkarch.com

215 N Marengo Ave., Ste. 250, Pasadena, CA 91101
(626) 823-0150

PROJECT SUMMARY

Project Understanding - City Hall ADA Project

In accordance with "Section 6 - Scope Of Services", from the City of West Covina's "City Of West Covina Request For Proposals (RFP) RFP# 22017, City Hall ADA Improvements Design", BFK understands its services as follows:

The project involves designing accessible elements for council chambers, adjacent areas, 2nd and 3rd floor City Hall restrooms, and elevators to meet ADA standards. This includes evaluating layouts, access points, and pathways to remove barriers for individuals with disabilities. Updates will focus on door widths, seating, circulation spaces, signage, and flooring. Accessible work areas at the dais and inclusive pathways will also be addressed. Restroom upgrades will ensure compliance, and elevator designs will be prepared for phased implementation as funding permits.

The project will consist of three submittal packages; Phase 1 - Council Chambers Improvements; Phase 2 - Elevators Improvements; Phase 3 - Restroom Improvements, which will allow for phased construction to be rolled out as funding permits. Although this project will be phased during construction, the three submittal packages will be designed and documented concurrently (See below).

The City will engage Consultant to provide complete architectural design and production services for the Project following a design-bid-build delivery method. The architect will be the prime consultant for the project in accordance with the terms and conditions set forth in the agreement for architectural services attached to the RFP as Attachment H, and will administer and be responsible for any and all other architects, engineers and consultants. BFK will be responsible for developing the complete design and documentation of the project. BFK will be responsible for assisting the project team in the development of construction documents necessary to bid and construct the project based on the design of the consultant and any and all other consultants on the project team. Additionally, BFK will provide all the services to manage and coordinate the project through completion in concert with the City's construction manager, outside agencies and utility departments.

Specifically, BFK will be responsible for providing architectural and engineering services customarily provided or reasonably requested for projects of this type including, without limitation, the services set out below.

TASK I - Project Meetings and Coordination: (Ongoing throughout Project)

- A. The City and BFK recognize the importance of regular collaboration and coordination throughout the project. To ensure progress is maintained and tasks are properly addressed, meetings will be held at key milestones. At a minimum, monthly progress meetings will take place at the start of each task, as well as at the 60% and 95% submittal stages. These meetings will be conducted via an online platform for convenience and efficiency. BFK's proposal will include a commitment to at least six (6) progress and coordination meetings, along with one (1) presentation to the City Council. The City Council presentation will occur during a regularly scheduled meeting at the West Covina City Hall.
- B. BFK will work directly with the designated representative of the City of West Covina. Throughout the duration of the project, regular email correspondence and consistent project updates will be maintained and meeting minutes and meeting agendas will be delivered before and after each meeting.

TASK II - ADA Improvements Design Drawings: (8 weeks)

- A. Acknowledging the scope of work outlined in the Evaluation Report, BFK will undertake the required investigations and inspections to develop preliminary plans

and specifications. This effort will include close coordination with City staff to prepare a range of options for individual project components, along with recommendations for prioritization and potential phasing, as needed.

TASK III – ADA Improvements Construction Drawings: (8 weeks)

- A. Following direction from the City Council, BFK will prepare Construction Documents for the prioritized City Hall ADA Improvements components, ensuring all approved design elements are incorporated. Construction Documents will be submitted at the 60% and 95% design stages to the City in PDF format and BFK will allocate at least one week in the schedule for each review by the City.
- B. Once the plans are approved at the 95% design stage, BFK will prepare the 100% plans, along with the technical specifications, for final review. BFK will then submit the signed and stamped documents electronically to the CIP Project Manager. The Project Manager will be responsible for assembling the Construction Document package for permitting and bidding purposes. In addition to the final submission, BFK will provide an electronic copy of all finalized drawings. The technical specifications and special provisions will be submitted in PDF format.

TASK IV – Services During Bidding and Negotiations: (4 weeks per phase)

- A. During the permitting and bidding process, the Consultant will address any required corrections, respond to all RFIs, and prepare addenda as necessary to ensure the process moves forward smoothly.

TASK V – Services During Construction: (Ongoing throughout Construction)

1. During the construction phase, BFK will provide architectural services which will involve answering design-related questions, preparing revisions, and offering any other necessary architectural support. However, these services will not include inspections. All work under this scope will be carried out on a time and materials basis. Please see the BFK Fee Proposal on page.

DELIVERABLES:

1. Design Development phase:
 - Design Development budget pricing package including complete Design Development drawings and specifications suitable for preliminary cost estimating.
 - Final Design Development package in PDF format.
2. Construction Documentation phase:
 - Construction Documentation budget pricing package including complete construction documentation drawings and specifications suitable for final cost estimating at 80% completion of CDs.
 - 100% Construction Documentation package in PDF format.
 - Final Bid Documents in DWG and PDF format.
 - Final Permit Set of Construction Drawings.
3. Bidding and Negotiation phase:
 - Review and responses to all RFI's, substitution requests, and production of all necessary addenda and reports
4. Construction Administration phase:
 - Review and respond to all RFI's, submittals, and production of all necessary addenda and reports
 - Periodic project status reports.
 - Final site observation report (punch list).

METHODOLOGY - PROJECT APPROACH

BFK's Unique Approach to Providing Required Services

First, we are planning and design specialists. Our Design Principal, Brian Knight has a passion for civic and institutional projects, and has led the design of Fire, Police, and Public Works facilities, as well as higher education, medical and commercial projects. The key personnel and subconsultants proposed for project offer specialized experience in the planning and design of fire stations and other Essential Services Buildings throughout California and the greater Southwestern United States.

Second, we are team-players. Our opinion is that projects are always successfully executed by talented groups of professionals, working together. Architects are not individual contributors to building efforts and the best buildings are invariably the result of dedicated collaboration.

Third, we exhibit proactive management of, and demonstrated adherence to, schedule and budget. As a certified Small Business Enterprise (SBE), BFK is efficiently nimble and responsive to our client's needs and interests. Our interest is aligned our clients in getting projects built on time and on budget. We have a track record of performance in this regard and stand ready to discuss next steps in the program development.

Fourth, we possess energy, enthusiasm and excellent presentation skills to various agencies and community groups. All our projects are designed with end-users and neighbors in mind. Our understanding of architecture is as a vital element of the civic realm, and our goal lies in contributing to the fabric of communities with the utmost sensitivity.

Fifth, we have a thorough understanding of the development process. Our work on projects across Southern California is well documented, including experience in developing complete Construction Documents for Essential Services Buildings and municipal facilities. We welcome the opportunity to demonstrate our expertise about development processes with The City over the course of any project.

Lastly, we admire our clients vision for their projects. We have long participated in the implementation of programs with other governmental agencies. Our sincere appreciation for our clients vision, and our demonstrated knowledge of the means to accomplish it, uniquely positions us to serve as architects for any program.

Pre-Development Services

The BFK team will undertake a rigorous pre-design/program verification effort before embarking on to Design Services. Our team leadership has deep experience working on complex projects, and we will bring lessons learned from previous assignments to ensure the success of any project. Depending on the project needs, BFK will perform everything from site investigations and written summaries and recommendations to feasibility and conceptual planning studies.

Design Services

Upon the City's authorization we will then begin the Design Services phase of the work. We propose to schedule a project kick-off meeting one week after the notice to proceed to confirm client assumptions and outline the schedule, design process and deliverables for the entirety of the project. Following the design milestone expectations provided, this effort will focus on providing a design concept that will meet the design check list. Deliverables during this phase may include schematic design drawings including architectural, landscape, site and related designs. BFK will prepare a detailed design schedule showing how we will meet the City's milestone deadlines.

Construction Documents and Related Documents

During the Construction Documents phase, we will produce drawings in Revit that describe the size and character of the project as to architectural, structural, and such other elements as may be appropriate including interior space layouts, fixtures and finishes. These will include 3D views, plans, elevations, and a preliminary finish schedule. We will coordinate with project consultants and meet with the City at one-week intervals for design progress reviews to advance the design process and obtain timely approvals. We will deliver submittal sets for the City's internal reviews at the 60% stage and at the end of the Construction Documents phase.

Plan Check and Required Plan Approvals

During this phase, the BFK team will provide ongoing coordination and submit the necessary documents to the appropriate jurisdiction, departments, and agencies for approvals. We will make all necessary corrections and resubmit documents as required. Finally, we will obtain plan approvals from all required agencies.

Meeting Attendance and Community Outreach

With a wealth of experience in community outreach and meeting presentations, BFK will attend all meeting types as requested by the City. This will also include attendance at any pre-bid walk throughs and pre-construction conferences.

Bid Phase

The BFK team will provide services including the preparation of necessary bid documents, responding to RFI's, and the review of job order contract proposals.

Construction Administration

BFK will periodically visit the project site to make sure construction conforms with design intent. We will provide construction inspections and reports of work to assure compliance with specifications, codes, and regulations. We will review and comment on all contractors' submittals within the given time parameters. We will review and make a determination on all proposed equals if required, and solicit the City's approval on changed materials. We will also prepare any change orders as directed by the City.

Project Closeout

BFK will provide closeout services, which can include the review of final change orders, verification of all inspections and their completion, inspection of the project and verification that project scope of work is to be considered complete. Along with the inspections and verifications of work, we will record project plans and as-builts, review warranty documents and hazardous material records manifests, and review the notice of completion for submission to the City upon substantial completion. Lastly, we will perform final quality checks of the project, assist the contractor with punch list items, and check equipment performance and operation manuals for completeness.

METHODOLOGY - PROJECT QA/QC

Approach to Project Controls & Delivery

At BFK, each project is carefully designed to specific client needs, program, technical requirements and budget. Every assignment presents the opportunity to develop a uniquely appropriate design solution. This philosophy is fundamental to the firm. Our primary design objective is to identify and resolve the specific issues posted by each assignment. Particular emphasis is placed upon defining not only project scope and intent, but also budget and schedule at the inception of the design process. Attention to all levels of detail and close client communication continue throughout the duration of the project to ensure the best possible match of client needs, design intent and cost effectiveness.

Nearly all the projects in our portfolio over the last several years have been designed in a climate of rising construction costs. Nonetheless, all of the projects have met their budget goals by means of the management approach outlined below, including strict management of schedule and budget; sophisticated and experienced construction cost estimating; on-going construction cost estimating and value engineering; efficient document production; appropriate quality control (QA/QC) procedures by project phase; continuity of key personnel throughout all project phases as required; and utilization of state-of-the-art CAD capabilities.

BFK utilizes a number of means to manage its own resources and those of the design team for the timely completion of projects. These include:

Team-Owner Consensus. At project inception, we will confirm all project logistics in detail with all parties including agreed-upon lines of communication; critical path product flows; detailed project schedule; approval milestones; and responsibilities of all team members, including all sub-consultants and clients.

Regular Meeting Schedule. We will schedule regular reviews with The City and internal team meetings to monitor the progress of design, and to keep you and the consultant team fully informed. We will approach review meetings as rigorous evaluation sessions for the testing of ideas and the timely advancement of the design process.

Documentation. We provide memoranda documentation of all approvals, corrections and other "action items" in written form, including telephone calls and e-mail. We will provide memoranda documentation of all client and consultant meetings, distributed to The City and the consultant team.

Efficient Document Distribution. Both hard-copy and electronic format via dedicated project file transfer protocol site will be supplied.

Quality Control. All phases of work will be overseen by senior personnel to maintain quality control. Quality Assurance/Quality Control efforts begin from the start of the project. The team will review the design package and support documents at appropriate milestones. Where appropriate, a second senior staff member not involved in the project will review the documents at these milestones for quality control. A system of checklists is used to review construction details and double-check the coordination of disciplines. The emphasis is on producing complete, well-coordinated and accurate project documentation.

Continuity of Key Personnel/Coordination of Designer Involvement: The organization of the project does not change composition throughout the entire project. Only the hourly profile changes, since key persons continue through the project as needed from day one to completion as required by the work.

EXCLUDED OR SUBCONTRACTED SERVICES

The City of West Covina will provide the following information or services required for performance of the Work. Should BFK be required to provide services in obtaining this information or coordinate compilation of this information, such services shall be charged as Additional Services.

1. Any scope beyond what is normally included in an architect's scope for a similar project in a similar location that is not specifically mentioned in this proposal
2. Entitlements or any work related to entitlements, tract, or parcel maps other than a "Project Conformance" submittal
3. Professional renderings and models, preparation of marketing brochures, tenant related services, computer-generated renderings and animation and video, except for any specifically mentioned as included in this proposal
4. Materials board(s)
5. Any meetings beyond those specifically mentioned in this proposal
6. Progress drawing submittals beyond those specifically mentioned in this proposal
7. Economic or market analyses and cost estimates
8. Topography, Boundary Surveys or Legal Descriptions of the site
9. Soils Investigation and/or materials testing including any existing site engineering and utility base information
10. Any consultants not specifically listed as included in this proposal
11. Plan Check and permit application fees and any other governmental approval fees
12. Preparation of preliminary or detailed pricing documents at any phase
13. As-built or Record Drawings of the new Project
14. Revisions to the drawings, documents, or specifications because of untimely delivery of project information
15. Revisions to any drawings, documents, or specifications because of revisions by the City of any programs, standards, drawings, documents, or specifications
16. Design, coordination or any work related to OSHA required unscheduled façade maintenance, the preparation of an OPUS or OSHA design for unscheduled building maintenance
17. Structural design for special live loads more than building code requirements
18. Structural design related to special environmental conditions and loads

REFERENCES

1. Name of Agency: **City of Menifee**
 Address: 29844 Haun Road, Menifee, CA 92586
 Contact Person Name: Michael To, City Project Manager
 Contact Person Phone: (951) 723-1783
 Contact Email: mto@cityofmenifee.us
 Date Completed: Ongoing

2. Name of Agency: **City of Montclair**
 Address: 5111 Benito Street, Montclair, CA 91763
 Contact Person Name: Christian Stevenson, Associate Engineer
 Contact Person Phone: (909) 625-9444
 Contact Email: cstevenson@cityofmontclair.org
 Date Completed: Ongoing

3. Name of Agency: **City of Paso Robles**
 Address: 625 Riverside Avenue, Paso Robles, CA 93446
 Contact Person Name: Freda Berman, City Manager
 Contact Person Phone: (805) 237-3873
 Contact Email: fberman@prcity.com
 Date Completed: June, 2023

4. Name of Agency: **City of Coachella**
 Address: 53462 Enterprise Way, Coachella, CA 92236
 Contact Person Name: Celina Jimenez, Director of Economic Development
 Contact Person Phone: (760) 262-6263
 Contact Email: cjimenez@coachella.org
 Date Completed: Ongoing

LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—BFK

LOCATION
Paso Robles, CA

SIZE
11,125 SF

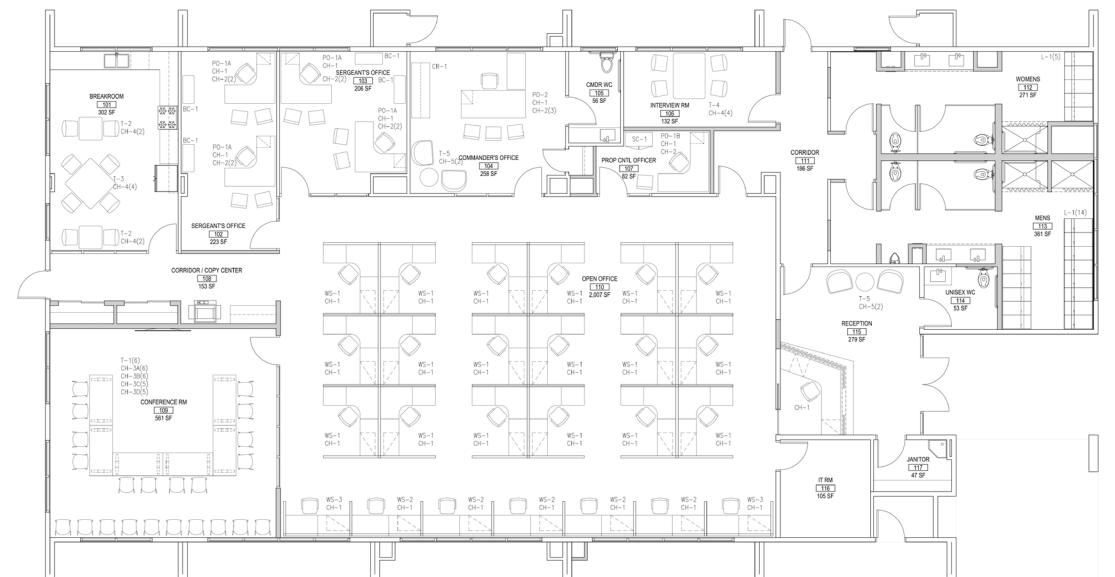
FINAL COMPLETION
Ongoing

FINAL COST
\$5 Million

TEAM MEMBERS
Brian Knight
Alex Sexsmith
Lucy Lui

OWNER INFO
Freda Berman,
City Manager
City of Paso Robles, CA
625 Riverside Avenue
Paso Robles, CA 93446
T: (805) 237-3873
E: fberman@prcity.com

Paso Robles Law Enforcement Facilities; Paso Robles, CA
Client: City of El Paso de Robles.
Project Phase: On hold
New administrative spaces in an existing ~7,125 SF single-story office building and evidence and storage space in an existing ~4,000 SF airplane hangar.



LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—BFK

LOCATION
Menifee, CA

SIZE
4,751 SF

FINAL COMPLETION
Ongoing

FINAL COST
Ongoing

TEAM MEMBERS
Brian Knight
Alex Sexsmith
Lucy Lui
Anfrew Wilson

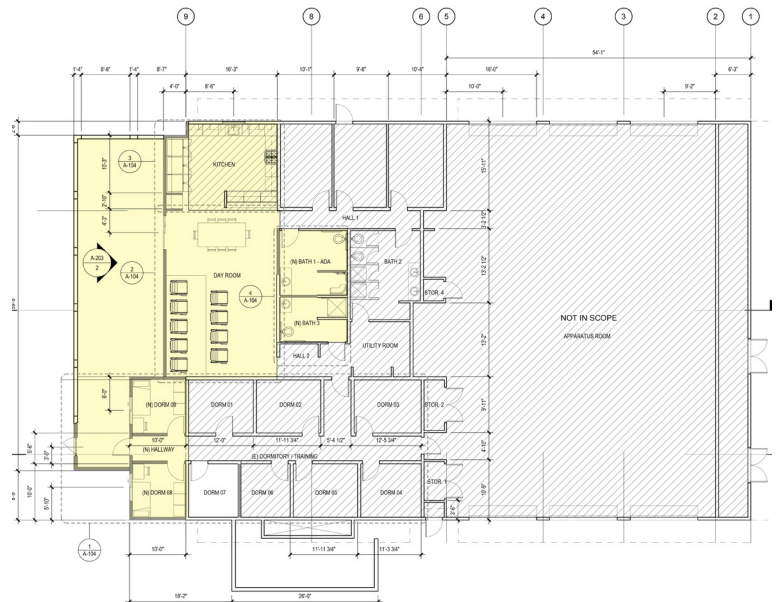
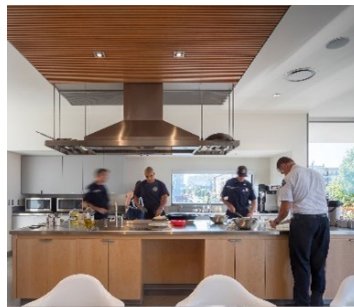
OWNER INFO
Michael To
City Project Manager
City of Menifee, CA
29844 Haun Road
Menifee, CA 92586
T: (951) 723-1783
E: mto@cityofmenifee.us

Menifee Fire Station No. 76; Menifee, CA

Client: City of Menifee

Project Phase: Bidding and Negotiation

New individual dorm rooms, single-use bathrooms, kitchen / dining area, day room and patio in an existing ~4,751 SF single-story fire station building.



LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—BFK

LOCATION
Montclair, CA

Montclair Public Library Renovation & Reconfiguration; Montclair, CA
Client: City of Montclair. Project Phase: Design Development

SIZE
4,700 SF

This project includes the compliance update of the existing bathrooms along with the design of additional staff bathrooms and small interior reading lounge. This project also includes the re-design and re-imagining of a disused courtyard into an outdoor reading space to be programmed for children and adults. Currently in design phase.

FINAL COMPLETION
Ongoing

FINAL COST
Ongoing

TEAM MEMBERS

Brian Knight
Lucy Lui

OWNER INFO

Christian Stevenson,
Associate Engineer
City of Montclair, CA
5111 Benito Street
Montclair, CA 91763
T: (909) 625-9444
E: cstevenson@cityofmontclair.org



1 LEVEL 1 - PARTIAL PLAN
Scale: 1/8" = 1'-0"

LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—BFK

LOCATION
Montclair, CA

SIZE
13,915 SF

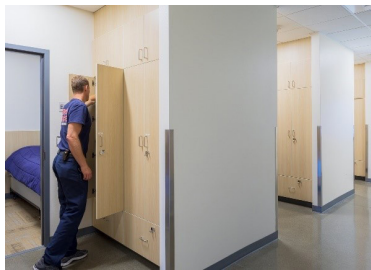
FINAL COMPLETION
Ongoing

FINAL COST
Ongoing

TEAM MEMBERS
Brian Knight
Lucy Lui

OWNER INFO
Christian Stevenson,
Associate Engineer
City of Montclair, CA
5111 Benito Street
Montclair, CA 91763
T: (909) 625-9444
E: cstevenson@cityofmontclair.
org

Montclair Fire Station No. 1; Montclair, CA
Client: City of Montclair
Project Phase: Bidding and Negotiation
New individual dorm rooms and bathroom / locker rooms in an existing ~13,915 SF two-story fire station headquarters building.



LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—Brian Knight: BFK (while at Perkins+Will)

LOCATION
Fort Worth, TX

SIZE
30,000 SF

FINAL COMPLETION
August 2010

FINAL COST
\$8.9 Million

TEAM MEMBERS
Brian Knight

OWNER INFO
Dalton Murayama,
Project Director
City of Fort Worth
319 West 10th Street
Fort Worth, Texas 76102
817.392.8088

City of Fort Worth Public Safety Building
Client: Fort Worth, TX

Symbolizing Fort Worth's service model of neighborhood policing, the 30,000 SF, 3-story NPd 6 facility houses the patrol division, public health, a reserves unit and the entire City's traffic division, and is helping to revitalize an aged neighborhood on the city's southeast side. Landscaped gardens and a soaring glazed "lantern" reception lobby celebrate community access to a large second-floor meeting room, directly engaging the street life below through a super scaled picture window. Officers circulate thru a double height secure "main street", bathed in northern light, with breakaway meeting and socialization areas. Centralized roll call, conference and support spaces are shared for efficiency and to enable interaction between patrol and traffic officers; secure motorcycle parking is concealed below. Windows are carefully screened and shaded and a material palette of brick, steel-troweled plaster and corrugated metal reflects both the residential and institutional surrounding context.



LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—BFK

LOCATION
Montclair, CA

SIZE
4,500 SF

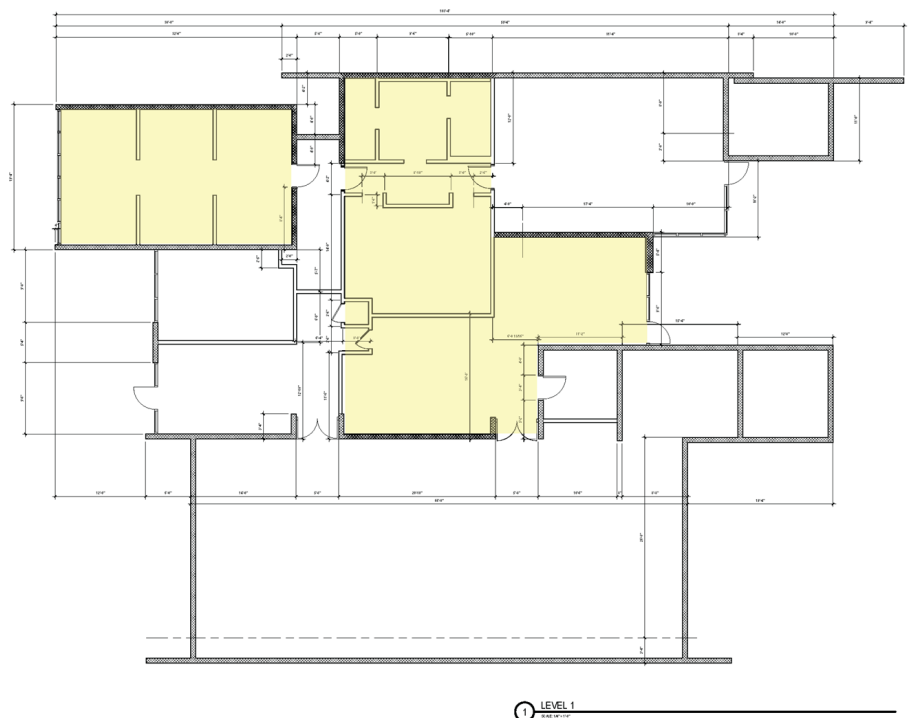
FINAL COMPLETION
Ongoing

FINAL COST
Ongoing

TEAM MEMBERS
Brian Knight
Alex Sexsmith

OWNER INFO
Christian Stevenson,
Associate Engineer
City of Montclair, CA
5111 Benito Street
Montclair, CA 91763
T: (909) 625-9444
E: cstevenson@cityofmontclair.
org

Montclair Fire Station No. 2; Montclair, CA
Client: City of Montclair
Project Phase: Bidding and Negotiation
New individual dorm rooms, single-use bathrooms and kitchen in an existing ~4,500 SF single-story fire station building.



LIST OF SIMILAR SERVICES COMPLETED

Project Team Portfolio—BFK

LOCATION
Los Angeles

MILES, 3920 W 5th Street, Los Angeles, CA 90020

SIZE
32,600 SF

Client: ELK Development

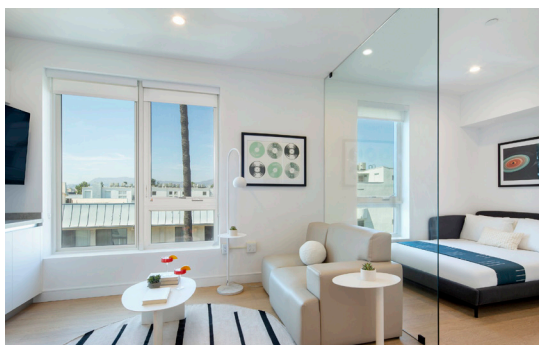
New seven-story plus one-level basement and roof deck multi-family residence consisting of 40 residential units (includes 4 low-income set aside units) and 20 parking stalls.

FINAL COMPLETION
June 2023

FINAL COST
\$11 Million

TEAM MEMBERS
Brian Knight

OWNER INFO
Evan Kasper
President
ELK Development
13701 Marina Pointe Drive
Los Angeles, CA 90029
T: (972) 218-1134
E: evan@elkdevelopment.com





CONSULTANT'S BACKGROUND

Proposer Name and Address

BFK Architecture + Planning
215 N Marengo Ave., Ste. 250
Pasadena, CA 91101

Proposer Contact Person

Brian Knight, AIA, LEED AP, California Architects License CA 32905
President + CEO
T: (626) 823-0150
E: brian.knight@bfkarch.com

Proposer Brief History

Firm incorporated 2020; Firm inception, 2015. BFK Design Principal Brian Knight has more than 20 years of experience in the planning, design and construction of civic, commercial, transportation, higher education and healthcare projects nationwide.

BFK President & CEO, Brian Knight began his career as a graphic designer and art director, working for over 15 years in the publishing, marketing, advertising, branding, and environmental graphics fields. As a design architect, he has worked in a variety of market sectors spanning municipal public works (including Essential Services Buildings), civic, higher education and K-12 to residential, healthcare and transportation. He has been involved in many award-winning built projects from California, Texas, and the western United States to Asia and the Middle East. His work ranges from product design and small interior projects to large-scale developments involving campus- and master-planning design.

SELECTED RELEVANT PROJECT EXPERIENCE

City of Paso Robles Police Administration Buildings; Paso Robles, CA
11,125 SF Police Department Administration and Evidence Storage facilities

City of Montclair Fire Station 1; Montclair, CA
Renovation and upgrades to existing 13,915 SF Fire Station facility

City of Montclair Fire Station 2; Montclair, CA
Renovation and upgrades to existing ~4,500 SF Fire Station facility

City of Menifee Fire Station 76; Menifee, CA
Renovation and upgrades to existing 4,751 SF Fire Station facility

City of Montclair Public Library; Montclair, CA
Renovation and upgrades to existing 14,101 SF Public Library building

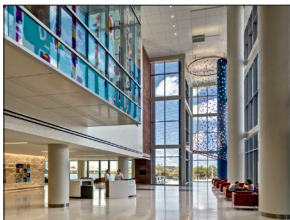
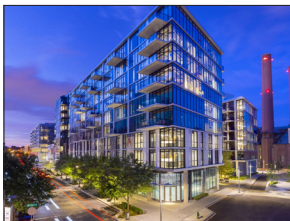
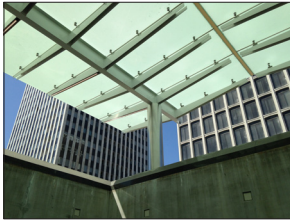
City of Coachella Facade Redesigns; Coachella, CA
Renovations and redesigns of various civic building facades

City of Vernon Public Utilities Headquarters; Vernon, CA (while at Gonzalez Goodale)
30,000 SF Public Utilities Department Headquarters Building

Los Angeles County Metropolitan Transit Authority (while at Johnson Fain)
Design of system-wide station design for light-rail and heavy-rail stations

Modesto Junior College Student Services Building; Modesto, CA (while at Perkins+Will)
20,000 SF LEED Silver project consolidating six student services departments

Polytechnic Heights Public Services Building; Ft. Worth, TX (while at Perkins+Will)
26,800 SF replacement facility for police and other municipal services.



CONSULTANT'S RESUMES

Project Team Members - BFK



BRIAN F KNIGHT, AIA, LEED AP – President + CEO, Design Principal
California Architects License CA 32906
Leadership in Energy and Environmental Design (LEED) v2.2
Green Building Certification Institute LEED AP 10569078

Brian began his career as a graphic designer and art director, working for over 15 years in the publishing, marketing, advertising, branding, and environmental graphics fields. As a design architect, he has worked in a variety of market sectors spanning municipal public works (including Essential Services Buildings), civic, higher education and K-12 to residential, healthcare and transportation. He has been involved in many award-winning built projects from California, Texas, and the western United States to Asia and the Middle East. His work ranges from product design and small interior projects to large-scale developments involving campus- and master-planning design.

For the past several years, Brian has been actively involved in addressing the housing shortage and homelessness problem in California through his architectural design and planning work. He has been involved with an array of housing typologies ranging from high-rise, mid-rise, and low-rise construction and involving market-rate rental housing, affordable housing, co-living housing, permanent support housing and single-family zone ADU projects.

SELECTED CIVIC AGENCY PROJECT EXPERIENCE

City of Paso Robles Police Administration Buildings; Paso Robles, CA
11,125 SF Police Department Administration and Evidence Storage facilities

City of Montclair Fire Station 1; Montclair, CA
Renovation and upgrades to existing 13,915 SF Fire Station facility

City of Montclair Fire Station 2; Montclair, CA
Renovation and upgrades to existing ~4,500 SF Fire Station facility

City of Menifee Fire Station 76; Menifee, CA
Renovation and upgrades to existing 4,751 SF Fire Station facility

City of Montclair Public Library; Montclair, CA
Renovation and upgrades to existing 14,101 SF Public Library building

City of Coachella Facade Redesigns; Coachella, CA
Renovations and redesigns of various civic building facades

City of Vernon Public Utilities Headquarters; Vernon, CA (while at Gonzalez Goodale)
30,000 SF Public Utilities Department Headquarters Building

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20,000 SF LEED Silver project consolidating six student services departments

Polytechnic Heights Public Services Building; Ft. Worth, TX (while at Perkins+Will)
26,800 SF replacement facility for police and other municipal services.

CONSULTANT'S RESUMES

Project Team Members - BFK



ALEX EMIL SEXSMITH, AIA, LEED AP – Project Architect

California Architects License CA 36068

Leadership in Energy and Environmental Design (LEED) v2.2

Green Building Certification Institute LEED AP

Born in Canada, raised in New England, and exposed to the world from a young age, Alex blends an understated material sophistication with a love of exposed construction and spatial depth in his designs. A deep appreciation of the past, inspired by travels to Asia, Europe and the Middle East informs contemporary designs that emphasize warmth, intimacy and simplicity.

Alex moved to Los Angeles 20 years ago to pursue his Master's in Architecture at the Southern California Institute of Architecture (SCI-Arc). He immersed himself in the experimental design culture of the school, and a semester abroad in Japan profoundly opened his eyes to refined craftsmanship, material expression and the spiritual presence of space. His thesis focused on expressing a contemporary form of contemplative architecture - Immersive Silence.

More than 15 years since, he has practiced architecture at corporate and boutique firms, in LA and abroad, learning from both efficient and artistic practice, on a range of institutional and residential projects. As a licensed Architect and a LEED certified professional, he brings a deep interest and knowledge in the many ways we can build a more thoughtful, creative and sustainable future.

SELECTED CIVIC AGENCY PROJECT EXPERIENCE

Carlsbad High School; Carlsbad, CA (while at Perkins+Will)

100,000 SF renovation of an existing 1950s campus, and the addition of new 2-story classroom wings

UCSD Jacobs Medical Center; San Diego, CA (while at Cannon Design)

500,000 SF addition to the existing community hospital

Culver City High School Robert Frost Auditorium; Culver City, CA (while at Hodgetts &

Fung) Renovation of BOH spaces, new catwalk, rigging and HVAC

Christ Cathedral; Orange County, CA (while at Johnson Fain)

Renovation to worship spaces

STATEMENT OF NON-COLLUSION BY CONTRACTOR



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

The undersigned declares:

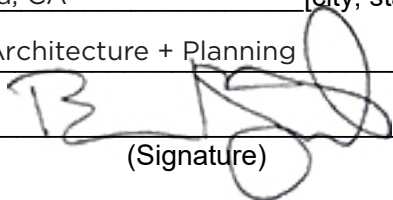
I am the President & CEO of BFK Architecture + Planning, the party making the foregoing bid.

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 12.11.2024 [date], at Pasadena, CA [city, state].

Firm BFK Architecture + Planning


(Signature)

Brian Knight, President & CEO
(Print Name & Title)

Street 215 N Marengo Ave., Ste. 250

City Pasadena State CA Zip 91101

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

An official website of the United States government. [Here's how you know.](#)

Important Reqs and Certs Update [Show Details](#)
Jul 18, 2024

Entity Validation [Show Details](#)
Nov 20, 2024

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Home Search Data Bank Data Services Help

< Exclusions

Entity Registration
Exclusions
Active Exclusions
Responsibility / Qualification
Entity Reporting

BRIAN F KNIGHT, ARCHITECT INC. Inactive Registration

Unique Entity ID CAGE/NCAGE
LUJNYLCT4UN1 8LWX6

Physical Address
919 Palm AVE
South Pasadena, California
91030-3028, United States

Mailing Address
919 Palm AVE
South Pasadena, California
91030, United States

Purpose of Registration
All Awards

Version
Current Record

Entity Information

Expiration Date
Jun 21, 2022

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

BRIAN-2

OP ID: SP

DATE (MM/DD/YYYY)
01/05/2022

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

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

PRODUCER ISU-The Ultima Agency 3848 E. Colorado Blvd. # 2 Pasadena, CA 91107 Tahanian Insurance Services	626-792-5000	CONTACT NAME: Tahanian Insurance Services PHONE (A/C, No, Ext): 626-792-5000 FAX (A/C, No): 626-792-5639 E-MAIL ADDRESS: jack@ultimainsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance Group		
INSURER B: Allied General Agency		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
BRIAN KNIGHT, ARCHITECT
919 Palm Avenue
South Pasadena, CA 91030

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X X	OBF H363717	09/04/2021	09/04/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/AGG \$ \$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	OBF H363717	09/04/2021	09/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	X	WZF H363712	09/04/2021	09/04/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL		UDC 2205373-EO	03/19/2021	09/19/2022	Each Occu \$ 2,000,000 Aggregate \$ 2,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brian F Knight Architect Inc																																																																								
2 Business name/disregarded entity name, if different from above BFK Architecture and Planning																																																																								
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____																																																																								
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																																								
5 Address (number, street, and apt. or suite no.) See instructions. 1337 Lida Street		Requester's name and address (optional)																																																																						
6 City, state, and ZIP code Pasadena, CA 91103																																																																								
7 List account number(s) here (optional)																																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">4</td> <td style="text-align: center;">-</td> <td style="text-align: center;">4</td> <td style="text-align: center;">8</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> <td style="text-align: center;">3</td> </tr> </table>			Social security number																								-			-			or										Employer identification number																				8	4	-	4	8	1	1	4	4	3
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Sign Here</td> <td style="width: 50%;">Signature of U.S. person ► _____</td> <td style="width: 30%;">Date ► _____</td> </tr> </table>			Sign Here	Signature of U.S. person ► _____	Date ► _____																																																																			
Sign Here	Signature of U.S. person ► _____	Date ► _____																																																																						

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FEE SCHEDULE

HOURLY RATE SCHEDULE

BFK Architecture + Planning, Architect of Record

Principal..... \$ 220 per hour
Project Architect..... \$ 180 per hour
Senior Designer \$ 160 per hour

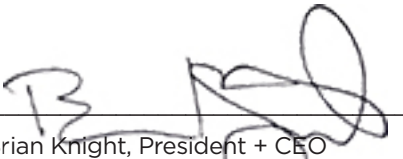
FEE PROPOSAL

We have based our proposal on the scope and schedule provided herein. We propose that our professional compensation be a fixed fee. We will bill monthly based on BFK's estimate of percent complete by phase. Proposed fees include:

Lump Sum Fees by Phase	
Phase 1: Council Chambers	\$148,000
Phase 2: Elevators	\$29,000
Phase 3: Restrooms	\$56,000
TOTAL	\$ 233,000

STATEMENT OF AGREEMENT

I, Brian Knight, certify that I have read the document in its entirety and agree to the terms and conditions set forth in this RFP, appendices, and associated materials.



Brian Knight, President + CEO
BFK Architecture + Planning

12 / 11 / 2024

Date



West Covina City Hall

REQUEST FOR PROPOSAL for Architectural & Design Services - RFP-22017

December 11, 2024

**JACK PANICHAPAN, AIA, LEED AP
PRINCIPAL/CEO**

Gillis + Panichapan Architects, Inc.
1101 Quail St.,
Newport Beach, 92660

jack@gparchitects.org
Tel. 714.668.4260





December 11, 2024

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

Re: Proposal for Architectural and Engineering Services for ADA Compliance and Accessibility Enhancements at West Covina City Hall

To the City of West Covina:

Gillis + Panichapan Architects, Inc. (GPa) is pleased to submit our proposal for architectural and engineering services to support the City of West Covina's initiative to improve accessibility at City Hall, funded through ARPA Federal funds. With over 30 years of experience in providing full-service Architecture, Planning, and Interior Design, we specialize in collaborating with municipalities to design inclusive, functional, and sustainable spaces.

A. SCOPE OF WORK SUMMARY

Our understanding of the project's goals is reflected in the attached Project Summary and Methodology sections. The scope of work encompasses comprehensive design solutions to enhance ADA compliance in the Council Chambers, restrooms, and elevators within City Hall. We are committed to addressing accessibility barriers while respecting the structural and infrastructural challenges of the building, originally constructed in 1969. Where necessary, we will support the City with hardship applications and exception requests to ensure compliance within the constraints of the existing structure.

B. CONSULTANTS

Our team includes the following key consultants:

MEP Engineering Consultant:
Monita Verma, PE, LEED AP
H2S Engineering
mverma@h2sengineers.com
(714) 290-0718

Structural Engineering:
Richard Suzuki
DCSE Associates Inc.
rsuzuki@dalechristian.com
(714) 997-1145

We are dedicated to delivering exceptional service, meeting project milestones, and achieving the City's satisfaction through effective communication and meticulous attention to detail. Exterior site improvements and civil engineering services are not included in the scope of this proposal, as this submission focuses exclusively on interior accessibility upgrades.

Thank you for the opportunity to partner with the City of West Covina on this important project. We welcome the opportunity to discuss our proposal further and look forward to collaborating to create an accessible, welcoming, and functional environment for all residents and visitors.

Sincerely,

Jack Panichapan, AIA, LEED AP, President, CEO
Gillis + Panichapan Architects, Inc.

TABLE OF CONTENTS

Title Page	01
1 Cover Letter	02
Table of Contents	03
2 Project Summary	04
3 Methodology	06
4 List of Consultants	09
5 Project Examples and References	11
6 Appendix	
6.1 Firm Experience	17
6.2 Firm Qualifications	18
6.3 Resumes	23
7 Required Attachments	
7.1 Attachment A - Statement of Non-Collusion	32
7.2 Attachment C - Debarment & Suspension Verification	33
7.3 Attachment F - Certificate of Insurance	34
7.4 Attachment G - W9	35
8 Fee Schedule	See Separate File

2 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

PROJECT SUMMARY

City of West Covina ADA Compliance and Accessibility Enhancements

PROJECT SUMMARY SECTION

Understanding of the City and the Work to Be Done

The City of West Covina ("City") seeks to enhance accessibility within its key municipal facilities to achieve full compliance with the Americans with Disabilities Act (ADA). This includes upgrades to the Council Chambers, adjacent areas, 2nd and 3rd floor City Hall restrooms, and City Hall elevators. West Covina City Hall, constructed in 1969, serves as a central hub for municipal operations. Its modernist architectural design reflects the era of its construction, but the facilities require updates to meet current accessibility standards and address compliance gaps.

The project is funded through ARPA Federal funds and aims to:

- Eliminate physical barriers for individuals with disabilities.
- Enhance functionality and inclusivity in public spaces.
- Adhere to federal requirements for accessibility and equitable access.

Objective to Be Accomplished

This project will modernize and improve the City Hall facilities by:

1. **Upgrading the Council Chambers and adjacent areas** to include accessible seating, circulation spaces, and workstations.
2. **Renovating 2nd and 3rd floor restrooms** to meet ADA standards, with appropriate layouts, fixtures, and finishes.
3. **Designing improvements for City Hall elevators** to ensure ADA compliance and ease of access for all individuals.

The goal of the improvements is to create inclusive environments that meet the needs of all citizens and align with the City's commitment to accessibility and compliance.

Exclusion of Site and Civil Scope

This proposal specifically focuses on the interior accessibility upgrades to the Council Chambers, restrooms, and elevators within West Covina City Hall. Exterior site improvements and civil engineering services are not included within the scope of this proposal.

3 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

METHODOLOGY

METHODOLOGY SECTION

Approach and Methodology

The following methodology outlines our approach to achieving the project goals and ensuring the City's satisfaction. The entire project will be designed in one comprehensive phase to provide a cohesive and well-coordinated set of construction documents. Following design completion, the implementation of construction can be planned with the General Contractor (GC) to occur in three separate phases if necessary, corresponding to the **Council Chambers, restrooms, and elevators**.

Task 1: Inventory and Analysis

- Conduct comprehensive site visits to assess existing conditions.
- Obtain and review all relevant documentation for City Hall facilities.
- Develop base plans reflecting current conditions and identify accessibility barriers.
- Deliver verified record drawings in AutoCAD and PDF formats for review and use in subsequent tasks.

Task 2: Conceptual Design

- Develop conceptual designs, product specifications, and preliminary cost estimates for each project phase.
- Create design options tailored to the Council Chambers, restrooms, and elevators.
- Provide color exhibits, renderings, and materials boards to visually communicate design concepts.
- Present designs to City staff, incorporate feedback, and finalize conceptual designs for approval.

Task 3: Design Development

- Refine approved conceptual designs into detailed design development plans.
- Coordinate with the City's selected vendors for carpeting, audio/visual systems, and furnishings to ensure seamless integration.
- Develop floor plans, elevations, and sections, along with updated cost estimates.
- Deliver plans and materials in digital and hardcopy formats for City review.

Task 4: Construction Documents

- Prepare construction documents, advancing to 70% and 100% completion milestones.
- Ensure plans comply with ADA standards, California Building Codes, and applicable regulations.
- Submit construction documents for jurisdictional plan check and respond to review comments.
- Finalize approved construction documents for bidding and construction purposes.

Task 5: Bid and Construction Support

- Assist the City during the bidding process by addressing inquiries and clarifications.
- Provide construction-phase support, including attendance at key meetings and review of submittals.
- Address contractor RFIs and conduct site visits to ensure adherence to design intent.
- Perform substantial completion reviews, prepare punch lists, and oversee final project closeout.
- Deliver final as-built drawings in electronic (AutoCAD and Pdf) formats.

Addressing Challenges of an Older Facility

Given the age of West Covina City Hall, built in 1969, significant structural and infrastructural obstacles may arise during the design and implementation process. While we will strive to achieve full ADA compliance wherever possible, certain limitations inherent to the existing building may necessitate alternative solutions.

In such cases, we will assist the City in preparing hardship applications and exception requests to regulatory agencies, providing documentation and rationale for any proposed deviations. Our team will ensure that all design efforts align with the best possible outcomes for accessibility within the constraints of the structure.

Timeline for Completion

We will develop a detailed project timeline in collaboration with the City, ensuring alignment with ARPA funding deadlines and the City's operational priorities. The timeline will include milestones for inventory and analysis, conceptual design, design development, construction documentation, and project completion.

Commitment to Excellence

Gillis + Panichapan Architects, Inc. (GPa) brings over three decades of experience in delivering innovative and sustainable design solutions for civic projects. Our approach integrates technical expertise, attention to detail, and a deep understanding of ADA requirements to deliver a successful project that enhances the functionality and accessibility of West Covina City Hall.

4 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

LIST OF CONSULTANTS



Richard Suzuki, P.E., S.E. Structural Engineer Dale Christian Structural Engineer (DCSE)
Years of Collaboration: 17

DCSE Structural Engineers are involve with us on the project from the conceptual design all the way though construction by performing site visits during construction as well as the review of various structural submittals. DCSE's team experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures.

Relevant Recent Projects with GPa:

- UC Irvine Health – On-Call A/E Services
- City of San Gabriel – Municipal Yard Facility
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility



Hiten Sheth P.E., LEED® AP, Principal Mechanical Engineer H2S Engineers Inc.
Years of Collaboration: 10

H2S specializes on electrical and mechanical, as well as managing the whole picture of the project. They design and consult on HVAC, electrical and plumbing system design. Their duties include the specification and optimization of cost effective HVAC, electrical and plumbing solutions. H2S is also responsible for the calculation and verification of energy compliance with the State Energy Code.

Relevant Recent Projects with GPa:

- City of Buena Park – Ehlers Community Center
- UC Irvine Health – On-Call A/E Services
- OCFA Building Addition and Retrofits

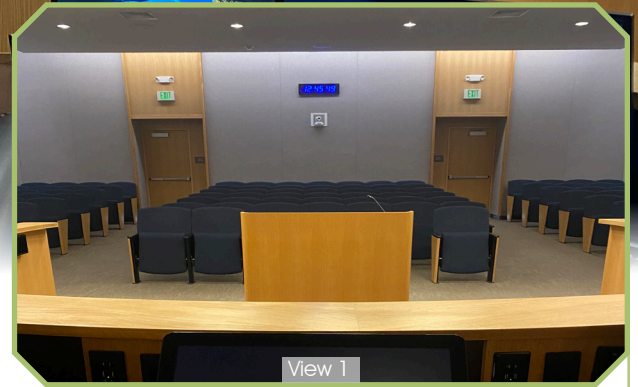
5 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

PROJECT EXAMPLES & REFERNCES

REDONDO BEACH CITY COUNCIL CHAMBERS

City of Redondo Beach / Schematic Design / Redondo Beach, CA



TOTAL COST OF COMPLETED PROJECT:

\$610K

COMPLETION DATE:

2020

PROJECT SIZE:

2,900 sf

CLIENT REFERENCE:

CLIENT REFERENCE:

ANDREW WINJE

Engineering Services Division
(310) 318-0661 x 2431
andrew.winje@redondo.org

KEY PERSONNEL:

Built in the 1960s, the pre-existing facility composed of the city council chambers, lobby, and restroom area, which needed a significant amount of work to meet current ADA/ accessible requirements. This was achieved through modifying the floor, ramps, stairs, doors, seating, and toilet rooms for improved accessibility.

GPa completed the conceptual design stage, providing the City of Redondo Beach with a CASp Report, conceptual design, and statement of probable cost for review and approval.

The next steps involved taking the

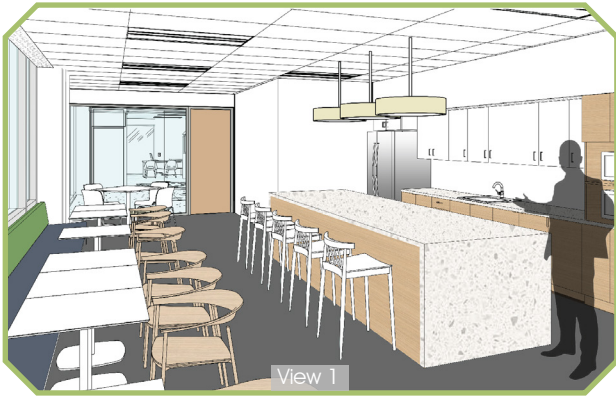
established conceptual design scheme into further design development to the Construction Document through Construction Administration services.

GPa provided a strategic design to meet ADA / accessible requirements, alongside an overall aesthetic architectural update. We provided design schemes and renderings as a part of an interactive process with the City's input and collaboration, while staying on a restrictive budget as noted on our original PDR early in the project development.

JACK PANICHAPAN – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

VIC NGUYEN – Mr. Nguyen was the Project Architect and was in charge of the PDR, design, rendering, entitlements, construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

SOUTHERN CALIFORNIA EDISON / OFFICE



View 1



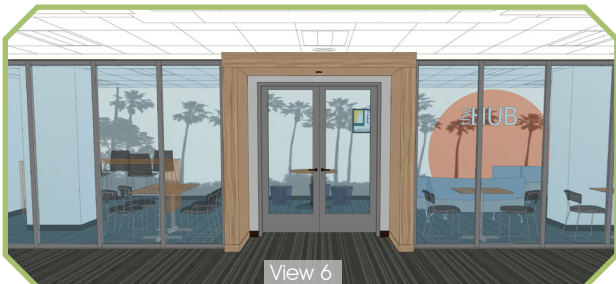
View 2



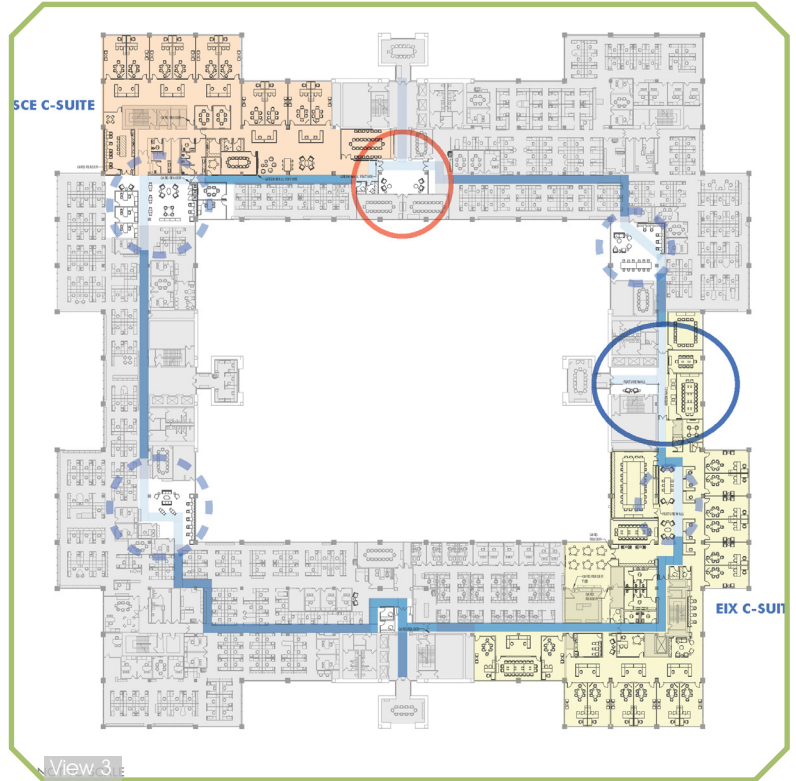
View 4



View 5



View 6



View 3

SCE HEADQUARTERS

SCE / Retrofit & Renovation / Rosemead, CA

This project involves the seismic retrofit and interior renovation of the five-story 700,000 sf executive headquarters for Southern California Edison (SCE) called GO-1. The project scope involves space planning and interior design for a complete refresh of their corporate offices. This project is being done through phases floor by floor, with the last phase being the 4th floor executive office suite.

General Scope of GO-1 renovation:

- Remove and replace existing ceiling.
- Remove and replace lighting and controls
- Remove and replace HVAC ductwork, registers, diffusers and VAV's back to main duct and install new ductwork, registers, diffusers and VAV's.
- Remove and replace systems furniture with SCE standard. (Space Planning)
- Interior Design for Cafe Central and Executive Offices
- Design of Collaboration Spaces

COMPLETION DATE:

UNDER CONSTRUCTION

PROJECT SIZE:

700,000 sf

CLIENT REFERENCE:**MARTHA MACPHERSON**

Project Manager

(626) 676-4100

martha.macpherson@SCE.com

YUCCA VALLEY LIBRARY

Town of Yucca Valley / Schematic Design / Yucca Valley, CA

TOTAL COST OF COMPLETED PROJECT:

\$280K

COMPLETION DATE:

2020

PROJECT SIZE:

7,140 sf

CLIENT REFERENCE:

SHANE R. STUECKLE

Deputy Town Manager
Town of Yucca Valley
(760) 369-1265 ext. 305
sstueckle@yucca-valley.org

KEY PERSONNEL:

The Town of Yucca Valley was required to re-assess and revise organizational and infrastructural changes to its master plan study, as the last needs assessment was completed approximately ten years ago.

GPa had proposed a plan and developed a report determining a compatible new program to occupy the infrastructure of the existing mid-20th century bank facility located at 57271 Twenty-nine Palms Highway, Yucca Valley, CA.

The report provided programming and architectural/ engineering assessments of the existing building.

JACK PANICHAPAN – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

VIC NGUYEN – Mr. Nguyen was the Project Architect and was in charge of the PDR, design, rendering, entitlements, construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

GPa presented three separate schemes: a community library, a combination of a hi-desert museum along with a California welcome center, and a hi-desert museum.

The community library program was determined as the most optimal fit. A conceptual plan of renovations of the bank were developed to depict its library use as one of three schemes. GPa then proceeded with schematic design through construction administration for the Architectural and Engineering for the renovation of the former Bank Building to the County Library.



LIST OF OTHER RELEVANT PROJECTS

Project Name	Completed Yr.
Moreno Valley Corporate Yard Building F	In Construction
City of Fullerton Valencia Restroom	Current
City of Beaumont	Current
City of Fullerton	Current
SCE Westminster LARS Building	2022
Yucca Valley Senior Center	2022
UCI Chapman (Phased by floor - 7 Total + Basement)	2022
SCE Huntington Beach	2021
Corona Park ADA Restroom	2020
Yorba Linda City Hall	2020
Corona Public Library	2020

6 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

APPENDIX

COMPANY BACKGROUND

Our work encompasses a large range and scale of project type and project diversity. Beyond entire building and campus design from ground up, we carry expertise on renovation and retrofits of existing buildings. Our portfolio includes projects for the University of California, Irvine, the City of Long Beach, Southern California Edison (SCE) and Orange County Public Works.

Our office is full service and encompasses both Architecture and Interior Design. In each and every project, we are involved in space planning and furniture procurement. We can be involved from early stages of programming all the way to the move in coordination up to opening day. Within the project process even in early stages, we hold interactive workshops showcasing progress to help our clients obtain a clear sense of the direction development of the design at every step.

GPα's PHILOSOPHY

We have completed a large breadth and variety of projects for Public Agencies all over California, with each one being uniquely different based on the respective needs of the client and regional context. Even though building and project types may be similar, each project is distinctly unique to our Clients. We believe the foundation for the project starts with the goals and visions of our Client.

We guide our clients into making small decisions at a "step by step" basis with number simple strategic questions that can move a project forward rather than overwhelm. Our strategy of collaboration can provide an overall sense of ownership and pride for our clients in the direction and outcome a project. The client's involvement at every step of the process allows an open door to communication and flexibility while the direction and goals of the overall project are kept under control and the budget kept in check.

Jack Panichapan leads an architecture studio composed of an experienced team of professional architects and interior designers. Jack is directly hands-on, working one on one with the client throughout every stage of the project from the start of the needs assessment stage to move-in day.

MANAGING PROJECT DESIGN SERVICES

During the process of documentation, organized workshops will be provided to share our findings and the project's development coordinating with Client's team. The project progress will be presented for input and guidance for iterative refinements. These workshops would involve meetings with the Client staff to discuss design ideas and operational needs, and it will be a chance to showcase progress and gauge reaction. Through these interactive meetings we would have drawings, exhibits, and renderings are used optimally and effectively to communicate ideas and bring the Client vision to life be it conceptual, entitlement, or construction stages.

BUDGET MANAGEMENT

Our team has worked on a comprehensive range of Public Works projects throughout California and is accustomed with fluctuations and impacts on costs that influence the construction of Public Works facilities, in particular.

As the project develops, our team can provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We inform our Clients of the cost impact on the project to assist with the decision-making process.

During the course of the project design, we will have scheduled opportunities to present our client with a statement of probable cost based on the current stage as a way to keep budget in check. Each stage of design will be accompanied by a general cost statement to keep the city knowledgeable every step of the way on the general cost of the noted improvements.

GPa FIRM DESCRIPTION

Gillis + Panichapan Architects, Inc. (GPa) is a full-service Architecture, Planning, and Interior Design Firm that has been in practice for well over 30 years. We are locally based in Newport Beach. Our firm has distinguished itself by providing excellence in architecture, space programming, master planning, and interior design services. With extensive experience in civic and public works architecture, our knowledge encompasses public facilities ranging from municipal offices, community centers, city maintenance facilities, fire and police facilities, educational facilities, and more.

Our portfolio encompasses a large range and scale of project types in a diversity of public and civic building categories. Beyond ground up building and campus master planning, we carry expertise on renovation and retrofits of existing buildings. We have successfully completed and are currently completing new build as well as renovation for projects throughout California with regions from the ocean to the desert to the mountains, and all in between. Some of our local clients include the University of California, Irvine (UCI), Southern California Edison (SCE), and Cities of Long Beach, Costa Mesa, Santa Ana, Westminster, and Seal Beach.

We believe sustainability is a major cornerstone of our practice. We commit to sustainable practices in every project whether or not a project seeks formal sustainable certification. Every architect here at GPa is LEED accredited and well qualified to guide project towards practical sustainable design solutions or formal LEED certification. We have achieved LEED certification up to the Platinum level in a number of our projects. Considering cost and schedule, we endeavor to maximize sustainable features within the project. Our design philosophy encourages passive building conditioning strategies that are a reflection of local climate, site orientation, and environment. We trust that sustainability is an optimal approach for cost savings, lower long-term maintenance, and minimizes impact on the site, and the environment overall.

While creating a more sustainable built environment, our core values are based on connection to community and by making a difference with enhancing the places people work and visit. We have the professionals, experience, and expertise for municipal and civic design and planning to exceed your objectives in a timely and cost-effective manner. It would be an honor to work with the City, which exemplifies our commitment to sustainability with a healthy balanced lifestyle seamlessly connected with the outdoors.

CERTIFICATIONS

- Disadvantaged Business Enterprise (DBE), California Unified Certification Program
- Small Business Enterprise (SBE), DGS California Department of General Services
- Minority Business Entity (MBE), The Supplier Clearinghouse

LICENSED PROFESSIONALS

Jack Panichapan - Principal/CEO

- Professional Architect, CA, 29344
- Professional Architect, IL, 001-018109
- LEED Accredited Professional

Vic Nguyen - Project Architect/Design Director

- Professional Architect, CA, C-30250
- LEED Accredited Professional

Kent Kluefer - Project Architect

- Professional Architect, CA, 25189
- LEED Accredited Professional

OUR UNIQUE QUALIFICATIONS

With over thirty years of experience working with municipal agencies in the architecture of offices, corporate yards, Water District Facilities, and Fleet Maintenance, our experience covers a wide breadth of needs and perspectives of public works facilities all over the State of California providing us with a great depth of knowledge.

Moreover, our expertise provides fluent and conversant knowledge on Civic and Public Works projects in particular. Our unique position provides us with the intuition and understanding to relate directly to our clientele and allows us to hone effectively into needed solutions. We can communicate directly with the end user on seeking effective solutions on day-to-day operations. Our direct understanding specialized storage and purchase processing can optimize function, flexibility, and reduce the building footprint resulting in great costs savings for the facility as well as optimal usability.

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through move-in day. Because there is no interruption in communication with staff transition, we have a high success rate in completing projects within scope, on time, and on budget.

SERVICES

INTERIOR DESIGN, INCLUDING SELECTION AND/OR DESIGN OF FURNITURE, FIXTURES AND EQUIPMENT

GPa can provide design and/or recommend selection of furniture, fixture and equipment. We have extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.

- Furniture Evaluation, Selection and Implementation
- Define selection criteria and guideline specifications
- Define panel, electrical and component requirements
- Develop Detailed Office and Workstation Plans
- Oversee Development of Final Furniture Shop Drawings
- Oversee the Final Purchase Order Requirement
- Prepare Furniture Installation Punch list

MOVE MANAGEMENT SERVICES

Our team has a lot of experience in regards to move management services. Many of our projects involve construction during occupancy where we have assisted the client temporarily relocate from one area to another.

SUSTAINABLE DESIGN AND/OR LEED DOCUMENTATION SERVICES

Our standard practice is sustainable design. Our staff is LEED accredited and are experienced with helping the project attain LEED certification when necessary.

COORDINATION WITH OTHER CONSULTANTS, AGENCIES, AND UTILITY PURVEYOR

We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the development of the Project.

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SERVICES

PROGRAMMING & REVIEW OF PREVIOUSLY DEVELOPED ARCHITECTURAL PROGRAMS

We help the client to review and assess previous studies of their existing facilities and develop a solid program that initiates the physical building design process.

SITE ANALYSIS AND FEASIBILITY STUDIES

Our site studies regard the community, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies. Our in-depth site analysis regards the community context, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies for Urban Design and Master Planning.

SPACE PLANNING

Stemming from our expertise and experience with office planning, we would develop design schemes for workstation layouts needed for optimal function of the client within a given space.

CONCEPTUAL/SCHEMATIC STUDIES

We work closely with the client developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance connectivity within the surrounding community.

3-D MODELING AND RENDERING SERVICES

We render buildings and spaces to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the proposed design from schematic design to design development.

SCHEMATIC DESIGN; NEW LAYOUT, EXISTING PLANS, RENOVATION AND RESTORATION PLANS, AND DEMOLITION PLANS

We work closely with the City developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance function and safety of the facility while maintaining connectivity within the surrounding community.

DESIGN DEVELOPMENT OF FACILITIES AND PARKS, INCLUDING ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING (HVAC) PLANS

Above and Beyond working to develop Mechanical, Electrical and Plumbing systems for Facilities and Parks, we work with many additional disciplines as well including Structural Engineering, Landscape Architects and Civil Engineer.

PROJECT ADMINISTRATION & MANAGEMENT SERVICES

We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.

ENTITLEMENT PROCESSING

We have experience with CEQA and California Coastal Commission procedures, as well as local city planning and plan check procedures throughout California. In every step of the way we are there to communicate solutions to community sensitivities and facilitate an expedient entitlement.

SERVICES

SITE DEVELOPMENT PLANNING

Our experience ranges from designing master plans for complex city yard facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological conditions.

HISTORIC PRESERVATION PLANNING, REVIEW, AND DESIGN

Restoring historic city buildings (including the Irving Gill designed Oceanside City Hall), members on our team have had a rich experience with work on renovation of sensitive historical landmark buildings, and working with historical landmarks preservation committees.

ADA COMPLIANCE REVIEW PLANNING AND RETROFITS

Many of our projects have involved older existing buildings with often tight and complex conditions in which we resolve and retrofit for ADA compliance.

SCHEDULE DEVELOPING

We have a wealth of experience scheduling and phasing projects for design and construction, including for existing facilities, many which allow for continuous occupancy during construction.

CONSTRUCTION DOCUMENT DEVELOPMENT, SPECIFICATION WRITING

Our office provides precise construction document work, often leading to minimal change orders resulting in projects that have a high likelihood of on time and on budget.

COST ESTIMATING SERVICES

We can provide the client with good conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design.

CONSTRUCTION MANAGEMENT INCLUDING INSPECTIONS

We work closely with Griffin Structures- A construction management company that has decades of experience in the construction of Civic projects. We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.

CONTRACT BIDDING AND/OR NEGOTIATIONS SERVICES, I.E. CHANGE ORDERS, ETC.

During construction, there could be added value in spotting solutions that can improve the building and save costs which results in change orders during construction. We would be there to rectify the situation and clarify this with the client and the team to ensure the project remains on schedule and on budget.

CONSTRUCTION CONTRACT ADMINISTRATION

In order to ensure quality, we recommend being retained for construction administration. We are there to verify that the building meets the design intent, quality, as well as code and energy issues as depicted on the construction documents.

DESIGN QUALITY CONTROL

Regardless of whether the drawings pertain to retrofits or ground up new facilities, GPa will work very closely with the City and its stakeholders to define and understand how to meet the City's objectives. This includes selecting the appropriate team members for the design, using resources effectively, preparing a design schedule with clear and feasible milestones and deadlines, and offering a fair and competitive design budget. GPa proposes the following design quality control approach to achieve these objectives.

Our design quality control processes include:

1. **Design Criteria and Programming Validation** – GPa, with significant input from the City, will develop clear parameters for what City space needs are and minimum criteria for City's operational functionality and aesthetic preferences (e.g. space needs, departmental adjacencies, minimum square footages as needed, IT, security, sustainability, broader architecture context or civic design standards, etc). GPa will develop the criteria prior to completion of the Schematic Design documents and track and communicate changes through the design phase. GPa recommends scheduling interactive design workshops with the City early in the Conceptual Design development process to discuss design ideas and operational needs and solicit real-time feedback. Drawings, exhibits, reference designs, and renderings are used optimally and effectively to communicate ideas.
2. **Design Reviews with City** – GPa will prepare Design Control Documents during the design phase for the City and other relevant stakeholders to review for both conformance to the Design Criteria as well as to promote dialogue and input on the design at critical design milestones. Comments from all stakeholders will be collected in a standardized comment form and review periods will have fixed deadlines to meet the proposed schedule. At a minimum, Design Reviews will take place at Conceptual Design (CD), Schematic Design (SD), 65% Construction Documents and 95% Construction Documents design milestones. It is expected that the CD and SD sets will be complete prior to release of the Design-Builder RFQ such that critical Design Criteria are set prior to engaging the Design-Builder community.
3. **Design Review Comment Resolution** – GPa will compile all stakeholder comments to the Design Control Documents in a Design Management Log. The log will identify which party initiated each comment and require the same party to agree to close the comment when it has been addressed. Following completion of each Design Review period, GPa will meet with the City and other review stakeholders to page-turn through the comments and ensure that GPa clearly understands the intent of each comment or request. Where possible, comments will be resolved in real-time during the meeting. The then-current Design Management Log will be submitted with each set of Design Control Documents to track the progress and close-out of design comments. Note that it is common for many comments from the CD and SD Design Reviews to be deferred to a future Design Review as many aspects of the design are detailed and evidenced during the construction documents phase.
4. **Internal QA/QC** – In between the formal review packages, GPa will perform internal reviews on the design development so as to track and/or correct variances to the Design Criteria and coordinate design output among the various design disciplines. This is accomplished by electronic file sharing, face-to-face coordination meetings, and in-house QC reviews prior to submitting each Design Control Document set. GPa also has BIM software to effectively highlight items of needed coordination and refinement.
5. **Design Deviations** – There may be deviations to the Design Criteria that arise throughout the design phase, whether due to comments initiated by the City during the Design Reviews or due to internal design coordination and progression. GPa will track such deviations on the Design Management Log to flag them for review and acceptance by City, and other relevant stakeholders. It is imperative for all parties to provide timely feedback and approval to maintain the design schedule.
6. **Submittal Reviews** – We would perform shop drawing and other contractor submittal reviews to confirm compliance to the Design Control Documents and Design Criteria during construction.



Jack Panichapan, AIA, NCARB, LEED® AP

CEO/Principal

BIOGRAPHY

Jack Panichapan has over thirty years of experience, ranging from interior design, brand new buildings, and the renovation of existing buildings to complete master planning of city campuses. He has extensive experience attested throughout his career with assembling the need's assessment, site survey, and ADA analysis in all types of civic and public facilities. This includes but isn't limited to: schools, municipal, water district, corporate yard, and health care facilities.

Experience:

- » Years of Experience: 30
- » Years with GPa: 20

Registration:

Professional Architect -

- » CA, 29344
- » IL, 001-018109
- » LEED Accredited Professional
- » CA DSW Volunteer, #89402 Cal OES-Safety Assessment Program

Education:

- » M. Arch, 1997, Architecture, Iowa State University
- » B. Arch, 1996, Architecture, Iowa State University

Professional Affiliations:

- » American Institute of Architects
- » National Council of Architecture Registration Board

RELEVANT EXPERIENCE

• San Gabriel Corporate Yard Facility | San Gabriel, CA

Located on a 3.5-acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that GPa was able to resolve architecturally on a narrow, challenging site. The facility exhibits sustainable design features such as window shading strategies, recycled materials, and north-south fenestration orientation.

As the Lead Design Principal, Jack oversaw the programming development and schematic design through construction administrative efforts for the new facility.

• Water Replenishment District (WRD) ARC Advanced Water Treatment Facility | Pico Rivera, CA

The new 5-acre garden campus of Albert Robles Center (ARC), is a Water Treatment Facility that contains two main buildings among its variety of structures: A 45,000sf water treatment process building, and a 24,000sf Visitors Learning Center topped with a roof garden. The facility provides delivery of purified recycled water to replenish aquifers creating a sustainable water supply while serving as an immersive learning environment for the community. It provides a tribute to the San Gabriel River's presence and purpose in the region. This facility achieved LEED Platinum certification.

As the Lead Design Principal, Jack oversaw the schematic design and community outreach efforts through construction administrative efforts for the new facility.

• Westminster Corporate Yard and Police Training Facility | Westminster, CA

The existing facility built in the early 1960s, was overcrowded, inefficient, and no longer sufficient enough to implement the city's needs as a maintenance facility. GPa was deployed to update and expand the current facility. The new corporate yard has a canopy, fuel station, new administration building, and warehouse facilities. The renovation and other additional programs take place within the existing site of the city's current municipal facility along with an adjacent site the city has obtained for a police training facility with a Firing Range that GPa also designed. One of the challenges of this project was that the facility was required to be operational during the course of renovation. The new building has many notable sustainable features and reflect the scale of the surrounding residential neighborhood.

As the Lead Design Principal, Jack worked with the city for a phasing plan to relocate staff and keep it operational during the construction phase.

Jack Panichapan, AIA, NCARB, LEED® AP

CEO/Principal

Additional Projects

- One-Stop Shop (Public Works) Concept Studies** | Huntington Beach, CA
- WRD GRIP- Treatment Facility and Visitors Center** | Pico Rivera, CA
- City Council Chambers Improvements Project** | Redondo Beach, CA
- LADWP Van Nuys Office Building Renovation** | Van Nuys, CA
- LB_MUST Facility** | Long Beach, CA
- Long Beach Oil and Gas Facility Assessment** | Long Beach, CA
- Police Department/ Indoor Firing Range Tenant Improvement** | Costa Mesa, CA
- UCI Health, 3800 Chapman (4 Phase Building 140k sf Renovation)** | Orange County, CA
- Southern California Edison – GO-1 Headquarters Renovation (350k sf)** | Rosemead, CA
- Public Works Facilities and CNG Station** | Fullerton, CA
- Need Assessment, Maintenance and Water District Facility** | Escondido, CA
- Police Department Lobby Concept** | Redondo Beach, CA
- Manhattan Beach Public Works Renovation** | Manhattan Beach, CA
- Temecula Community Recreation Center Renovation** | Temecula, CA
- Temecula Fire Station 84 Renovation** | Temecula, CA
- Yorba Linda Water District Headquarters** | Temecula, CA
- OCFA Fire Station Renovations** | Orange County, CA
- Seal Beach Civic Center Renovations** | Seal Beach, CA
- Yucca Valley Civic Center Renovations** | Yucca Valley, CA
- Temecula Fire Station 84 Tenant Improvements** | Temecula, CA
- Mojave Water District Headquarters and Operations Center** | Apple Valley, CA



Vic Nguyen, AIA, LEED® AP

Design Director/Project Manager

BIOGRAPHY

Vic Nguyen has over twenty years of experience, ranging from development of complex mixed use, civic, and transportation-oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with cities and the community directly to attain consensus for project design and development.

RELEVANT EXPERIENCE

Experience:

- » Years of Experience: 24
- » Years with GPa: 14

Registration:

- » Registered Architect CA, C-30250
- » LEED Accredited Professional

Education:

- » B. Arch. 2000
Architecture,
University of Arizona

Professional Affiliations:

- » American Institute of Architects
- » National Council of Architecture Registration Board
- » USGBC Orange County

• Ehlers Community Center | Buena Park, CA

The existing 30,000 square foot facility is composed of a campus of Community Buildings, Senior Citizens' Center, and Banquet Facilities that is currently a major community gathering place. Built in the 1960s, the facility had a great deal of deterioration including dry rot along with deferred maintenance that was in need of updating. It also had issues of security and homeless accessing private courtyard areas of the facility. Many of the mid-century modern exposed wood details needed to be repaired and protected.

GPa was selected to provide a strategic design to enhance security while also giving the facility a restoration and architectural update. Details were developed to repair and prevent future dry rot and deterioration. As the Design Director, Vic lead the development of design schemes and renderings as a part of an interactive process to design the Facility with the City and the Community's input and collaboration while staying on a restrictive budget.

• Orange County Public Works Administrative Office Renovation | Santa Ana, CA

The project scope required consolidating 8 distinct County Departments with over 100 employees spread among various floors of a midrise building into a single 14,000sf floor that was continuously occupied during the process. We provided full space planning as well as architectural services. We also developed a phasing plan for the move. During the process, we found many opportunities for shared optimized spaces among the various departments leading to less space requirements than when the Departments were separated. By understanding specific function and layouts required specifically for each department, it helped to standardize work stations and offer an optimum work layout for everyone while utilizing space much more efficiently and effectively.

Vic was the Design Director and Project Architect in charge of the design, phasing, entitlements, construction documents, and construction administration for the project which also included move phasing for the stakeholders.

• San Gabriel Corporate Yard Facility | San Gabriel, CA

Located on a 3.5-acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that GPa was able to resolve architecturally on a narrow challenging site. The facility maximizes sustainable design features such as window shading strategies, recycled materials, and north-south fenestration orientation. As Design Director, Vic led the overall Master Planning and Design Guideline effort for City entitlements and future development opportunities.

Vic Nguyen, AIA, LEED® AP

Design Director/Project Manager

Additional Projects

- One-Stop Shop (Public Works) Concept Studies** | Huntington Beach, CA
- City Council Chambers Improvements Project** | Redondo Beach, CA
- Town of Yucca Valley Library Renovation** | Town of Yucca Valley, CA
- UCI Health- 3800 Chapman (4 Phase Building Renovation)** | Orange County, CA
- Need Assessment, Maintenance and Water District Facility** | Escondido, CA
- WRD GRIP- Treatment Facility and Visitors Center** | Pico Rivera, CA
- LB_MUST Facility** | Long Beach, CA | Long Beach, CA
- Police Department/ Indoor Firing Range Tenant Improvement** | Costa Mesa, CA
- UCI Health, 3800 Chapman (4 Phase Building 140k sf Renovation)** | Orange County, CA
- Southern California Edison – GO-1 Headquarters Renovation (350k sf)** | Rosemead, CA
- Public Works Facilities and CNG Station** | Fullerton, CA
- Need Assessment, Maintenance and Water District Facility** | Escondido, CA
- Police Department Lobby Concept** | Redondo Beach, CA
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- OCFA Fire Station Renovations** | Orange County, CA
- Yucca Valley Civic Center Renovations** | Yucca Valley, CA
- Temecula Fire Station 84 Tenant Improvements** | Temecula, CA



Kent Klueter, AIA, LEED® AP

Project Architect

ROLE IN THE PROJECT

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

With 35 years of experiences, and 29 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facilities).

RELEVANT EXPERIENCE

Experience:

- » Years of Experience: 35
- » Years with GPA: 29

Registration:

- » Professional Architect CA, 25189
- » LEED Accredited Professional

Education:

- » B. Arch, 1990, Architecture, California Polytechnic State University, San Luis Obispo

Professional Affiliations:

- » American Institute of Architects
- » National Council of Architecture Registration Board

- **Mojave Water Agency** | Need Assessment, New Agency Headquarters Facility
- **Mojave Water Agency** | Need Assessment, Central Operation Facility
- **Moulton Niguel Water District** | Need Assessment on Administration Building
- **University of California, Irvine, Health** | On-Call A/E Services
- **Southern California Edison** | On-Call A/E Services
- **City of Long Beach** | On-Call A/E Services
- **Inland Empire Utilities Agency** | On-Call A/E Services
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement
- **City of Long Beach** | Municipal Urban Stormwater Treatment Facility
- **Southern California Edison** | GO-1 Tenant Improvement
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement
- **Water Replenishment District of Southern California** | Advanced Water Treatment Facility- GRIP
- **Bellflower Somerset Mutual Water Company** | Leahy Avenue Water Well Facility
- **City of Anaheim** | Linda Vista Reservoir and Pump Station
- **City of Riverside** | Pyrite Canyon Water Treatment Facility



Cynthia Perez

Project Coordinator/Designer

ROLE IN THE PROJECT

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in coordinating construction administration, production of construction documents, and administration of the bidding process.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

Ms. Perez has experience working through all project stage processes. Moreover, she worked on many types of projects, such as municipal, administration office, pump station, maintenance facility, firing range, training facility, and corporate yard.

RELEVANT EXPERIENCE

- **Mojave Water Agency** | Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- **Marine Corporation Community Services** | Indoor Firing Range
- **Yorba Linda Water District** | New Administration Facility
- **Moulton Niguel Water District** | Need Assessment on Administration Building
- **City of San Gabriel** | Maintenance Facility Yard
- **City of Riverside** | Pyrite Canyon Water Treatment Facility
- **City of Westminster** | Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- **City of Fullerton** | Public Facility and CNG Station
- **City of Stanton** | Municipal Corporate Facility Yard
- **City of Barstow** | Needs Assessment & Conceptual Design for City Hall Campus
- **Palmdale Water District** | Master Plan & CMU Wall for District Headquarters Facility
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- **University of California, Irvine, Health** | On-Call A/E Services
- **University of California, Irvine, Health** | Gottschalk Exterior Façade Renovation
- **City of Burbank** | Master Plan for Corporate Yard

Experience:

- » Years of Experience: 16
- » Years with GPa: 16

Education:

- » B. Arch., 2006, Architecture, University of California, Berkeley



Richard Suzuki, P.E., S.E.

Structural Engineer

ROLE IN THE PROJECT

Director of Engineering (previously Staff Engineer then Senior Engineer) 1991 to present DCSE Associates, Inc. – Structural Engineers

- Responsible for day-to-day supervision and management of 7 engineers, CAD operator
- Responsible for all phases of structural engineering (design, analysis, client meetings, submissions, contractor, etc.) for industrial/commercial buildings, civil infrastructure, retail buildings, police and fire stations, office buildings, and automobile dealerships.
- Responsible for job scheduling (including assignments to engineers), site visits, plan checks, quality control, client relationships, etc.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facilities, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building, and subterranean parking structures. He is involved with the projects from the conceptual design phase all the way through the construction phase. He also performs site visits during construction as well as the review of various structural submittals.

RELEVANT EXPERIENCE

- **Municipal Maintenance Yard Complex, City of San Gabriel** | New administration, vehicle repair garage, storage buildings, in team with Gillis-Panichapan Architects
- **Municipal Maintenance Yard Complex, City of Stanton** | New administration, vehicle repair garage, storage buildings, in team with Gillis-Panichapan Architects
- **Yorba Linda Water District, Yorba Linda, CA** | New administration building, approx. 20,000 sq. ft., in team with Gillis-Panichapan Architects
- **Mojave Water Agency** | New Agency Headquarters Facility–LEED Gold
- **Palmdale Water District** | Master Plan & CMU Wall for facility
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement
- **South Coast Water District** | Operations Center Facility
- **Yorba Linda Water District** | New Administration Facility
- **Banning Police Department** | Banning, CA
- **City of Paramount** | Tenant Improvement
- **City of Santa Ana** | Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)

Experience:

- » Years of Experience: 33

Registration:

- » 2006, Structural Engineering Certification, CA, S4971
- » 1992, Registered Professional Engineer CA, CE-49775

Education:

- » B.S. Civil Engineering, May, 1987
University of California, Irvine
- » M.S. Structural Engineering, December 2004
Irvine Institute of Technology



Hiten Sheth P.E., LEED® AP

Principal Mechanical Engineer

ROLE IN THE PROJECT

As the Principal/Mechanical Engineer at H2S, he is committed to managing projects as MEP leader with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

Mr. Sheth has more than 15 years of experience of engineering and design for various heating, ventilation and air conditioning systems such as variable air volume system (VAV), constant air volume (DX and Package), chilled water and heating hot water based central plants, variable refrigerant flow system (VRFs), under floor displacement ventilation systems (UFADs) and 100% outside air system for various healthcare and pharmaceutical applications. Mr. Sheth has had large exposure to design of various types of occupancies like office spaces, city halls, auditoriums, hospitals, medical office buildings, laboratories, educational and commercial restaurants.

RELEVANT EXPERIENCE

- **City Of Simi Valley (Prime Consultant)** | Upgrade of existing HVAC system for city hall and DMV building (Double deck AHU upgrade with title 24 compliance and upgrade of existing air distribution system. Pneumatic to DDC controls). A federally funded project (ARRA Stimulus).
- **DEA - Los Angeles** | 40,000 SF TI for existing Federal Facility.
- **16th Floor Wilshire** | Energy Upgrade replacing existing double deck AHUs and CAV system with energy efficient VAV system along with brand new loop air distribution system.
- **IWBT (Interim West Bus Terminal)** | Design of waiting area building (50,000 SF) adjacent to Bradley international terminal at LAX. LEED silver project.
- **Fess Parker Waterfront Hotel** | 5 star hotel with 200 guest rooms, ball room, spa, commercial kitchen, auditorium, indoor swimming pool, lounges and multipurpose spaces. Approximately 200,000 SF of conditioned space.
- **Haven Point, Rancho Cucamonga** | Design of various office TIs.
- **American Career College** | Various large and mid-size TIs for American Career College in Long Beach and Anaheim campuses.
- **American Career College** | Owner's representative for American Career College for their Texas and Florida campuses.
- **USC** | USC ophthalmology TI in city of Arcadia.
- **AHU replacement for USC** | McKibben Hall.
- **USC** | Various tenant improvement projects at USC's Health science campus, Los Angeles, CA.

Experience:

- » Years of Experience: 15

Registration:

- » Professional Engineer CA, M35789
- » LEED Accredited Professional

Education:

- » M.S. Mechanical Engineering, University of Bridgeport (CT), 2006
- » B.E. Mechanical Engineering, Sardar Patel University (India), 2002

Professional Affiliations:

- » ASHRAE Associate Member since 2006

7 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

REQUIRED ATTACHMENTS



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

The undersigned declares:

I am the Principal CEO of Gillis + Panichapan 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 12/11/2024 [date], at Newport Beach, CA [city, state].

Firm Gillis + Panichapan Architects Inc. (GPa)



(Signature)

Jack Panichapan - Principal CEO

(Print Name & Title)

Street 1101 Quail St.

City Newport Beach State CA Zip 92660

GPa is not in Exclusions

The screenshot shows the SAM.GOV search interface. At the top, there is a search bar with the text 'e.g. 1606N020Q02' and a magnifying glass icon. Below the search bar, there is a sidebar with the following sections:

- Select Domain Entity Information** (with a plus icon):
 - All Entity Information
 - Entities
 - Disaster Response Registry
 - Responsibility / Qualification
 - Exclusions
- Filter By** (with a minus icon):
 - Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

☐ Any Words (i)
☒ All Words (i)
☐ Exact Phrase (i)

e.g. 123456789, Smith Corp

"Gillis & Panichapan Architects" x

On the right side of the search results, there is a message: **No matches found**. Below this message, it says: 'We couldn't find a match for your search criteria. Please try another search or go back to previous results.' There is a 'Go Back' button.

Our ID# - "Active"

GILLIS & PANICHAPAN ARCHITECTS, INCORPORATED

● Active Registration

Unique Entity ID
WBTVT4UJNB7

CAGE/NCAGE
94AR1

Expiration Date

Jun 4, 2025

Physical Address

1101 Quail ST
Newport Beach, California
92660-2705, United States

Mailing Address

1101 Quail ST
Newport Beach, California
92660-2705, United States

Purpose of Registration

All Awards

Version

Current Record



GILL&PA-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Lea Coleman PHONE (A/C, No, Ext): (619) 400-1996 FAX (A/C, No): E-MAIL ADDRESS: lea.coleman@ioausa.com																					
INSURED Gillis & Panichapan Architects, Incorporated 1101 Quail Street Newport Beach, CA 92660	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>RLI Insurance Company</td><td>13056</td></tr> <tr> <td>INSURER B :</td><td>Hudson Insurance Company</td><td>25054</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	RLI Insurance Company	13056	INSURER B :	Hudson Insurance Company	25054	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PSB0001119	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Cont liab/Sev Int						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ POLICY ☒ PRO JECT ☐ LOC						Ded \$ 0
	OTHER:						
A	AUTOMOBILE LIABILITY			PSA0001116	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ Comp.: \$1,000 ☒ Coll.: \$1,000						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR			PSE0001038	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 3,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED ☒ RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0001177	9/1/2024	9/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab/Crms Made			PRB0619119734	11/8/2024	11/8/2025	Per Claim 2,000,000
B	Ded.: \$5k Per Claim			PRB0619119734	11/8/2024	11/8/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

FOR YOUR REFERENCE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>

ACORD 25 (2016/03)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Gillis + Panichapan Architects, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1101 Quail Street	Requester's name and address (optional) West Covina City Hall 1444 W Garvey Ave S Suite 215 West Covina, CA 91790
6 City, state, and ZIP code Newport Beach, CA, 92660		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
3	3	-	0	9	5	1	6	1	1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date **12/11/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**City of West Covina ADA Compliance and Accessibility Enhancements
City Council Chamber Improvements, Restrooms, and Elevator**

12/11/2024

Project Design Fee Summary

#	Project Task	
1	Inventory and Analysis	\$29,310
2	Conceptual Design and Community Presentation	\$30,590
3	Design Development	\$36,210
4	Construction Documents and Plan Check Support	\$91,760
5	Bid Support	\$6,790
6	Construction Support (3 Phases)	\$86,620
	reimbursibles**	\$1,320

Project Total	\$282,600
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*see attached schedule fee chart

** Plan Check excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees. Scope of Entitlement does not include potential accessible upgrades that may be required for the overall building and site outside the immediate project.





City of West Covina ADA Compliance and Accessibility Enhancements
City Council Chamber Improvements, Restrooms, and Elevator

12/11/2024

1 Inventory and Analysis (1 Phase)							
a	Coordination for information gathering: Meet with City staff and others as directed by City staff to review and discuss the design Project scope, design detail and schedule. Prepare meeting minutes.	2	6	4			\$2,190
b	Obtain available Project site documentation, including available record drawings and other documents from the City Engineering Services Division and other sources as required. Access drawings and provide background drawings	2	2	2	2		\$1,350
c	Survey existing and verify record drawings with existing site conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.	2	8	12	12	16	\$6,860
d	Develop As-built File of the field verified record drawings of the City Council chamber, restrooms, and elevator		12	12	12	16	\$7,180
e	Project Management: organized workshops will be provided to share our findings and coordinate with the project team.	1	4	4	4		\$2,070
TASK 1 TOTAL		7	32	34	30	32	\$19,650

2 Conceptual Design and Community Presentation (1 Phase)								
	a	Prepare Conceptual Design, product specifications, and preliminary cost estimates including the design and cost for (2) alternates.	2	12	18	24	9	\$9,270
	b	Meet with City staff and others to obtain input and revise the Conceptual Design and cost estimates as necessary to receive City's approval.	4	8				\$2,320
	c	Prepare color exhibits, renderings and color & material boards of the revised Conceptual Design and cost estimate. Print exhibits on bond in color. Deliver digital copies of all color exhibits to City staff.	4	12	16	24	8	\$9,260
	d	Present the Conceptual Plan and color exhibits to the City Council. Review with City staff, and revise as necessary for City's approval. Provide Color exhibits as described above in hardcopy and digital formats suitable for presentation and reproduction.	4	12	6	6	8	\$5,540
	e	Project Management: review design and documented scope and extent of design is confirmed moving forward.		6	6			\$2,100
TASK 2 TOTAL			14	50	46	54	25	\$26,390

3 Design Development (1 Phase)							
a	Prepare detailed design development plans for City's review and approval. Include the following components in the Design Development plans	2	12	24	24	8	\$10,160
b	Coordinate with City's public seating and vendors, and video/audio consultants in preparing the Design Development plans. Meet with City staff and others to review plans, specifications, and cost estimates.	2	12	16	8	12	\$7,400
c	Design Development deliverables equivalent to at 30% completion of the construction documents.	1	6	12	12	6	\$5,280
d	Project Management: Documents reviewed as a team for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines.		4	6			\$1,730
TASK 3 TOTAL :		5	34	58	44	26	\$24,570

4	Construction Documents and Plan Check Support (1 Phase)											
a	60-Percent CDs: Development of 60-percent Demo, Architectural, and Electrical, Prepare preliminary technical specifications. Provide coordination with Electrical design development. Include technical specifications defining the overall project and design criteria for finishes and millwork casework.						3	12	36	48	60	\$20,310
b	90-Percent CDs and Plan Check Process : Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements to the Council Chambers						2	12	24	24	36	\$12,960
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.						2	4	8	12	8	\$4,660
d	Project Management-coordinate City Requirements with engineer sub-consultants							3	3			\$1,050
TASK 4 TOTAL:							7	31	71	84	104	\$38,980

5 Bid Support (1 Phase with coordination to be split into 3 separe phases for construction)							
a	Bid Phase Services: Attend the pre-bid meeting. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.	1	8	8	12	4	\$4,790
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			4			\$660
TASK 5 TOTAL (CONSTRUCTION DOCUMENTS AND PLAN CHECK):		1	8	12	12	4	\$5,450

6 Construction Support (To be potentially split into 3 Phases)							
a	Engineering Services During Construction: review and guide the progress and direction of construction documents including RFI response, GPa will review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents Includes CALGreen Comissioning.	32	48	80	60	60	\$41,700
b	Site Visits During Construction: provide meeting on-site (Up to 8 meetings with Architect)	16	24	48	24		\$18,480
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.	6	4	16	16		\$6,480
d	Project Management- Coordination and administration	2	4	4	4		\$2,280
Task 6 Total		56	80	148	104	60	\$68,940

Hours:	90	196	286	232	143	\$183,980
Total Hours	947					SUB-TOTAL
Hourly Rates:	\$210	\$185	\$165	\$115	\$100	

\$183,980 Architecture

Architecture, Interior Design, and Engineering Total (Task 1-6)	\$281,280
Reimbursibles	\$1,320

Grand Total (Task 1-6)	\$282,600
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** Plan Check excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees. Scope of Entitlement does not include potential accessible upgrades that may be required for the overall building and site outside the immediate project.

Elec. and Plumbing Eng.					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
4	8	12			\$4,260
	8	12			\$3,360
					\$0
					\$0
					\$7,620

					\$0
					\$0
					\$0
		16	12		\$4,200
					\$0
0	0	16	12	0	\$4,200

					\$0
					\$0
4	12	14	18		\$8,040
					\$0
4	12	14	18	0	\$8,040

4	16	36			\$9,420
4	12	28			\$7,440
4	8	24			\$6,060
					\$0
12	36	88	0	0	\$22,920

		4			\$600
					\$0
0	0	4	0	0	\$600

	8	8	12		\$4,560
					\$0
					\$0
0	8	8	12	0	\$4,560

20	36	54	30	0	\$47,940
140					SUB-TOTAL
\$225	\$195	\$150	\$150	\$100	

\$47,940 MEP

Structural Engineering					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
2	4	4		\$2,040	
				\$0	
				\$0	
				\$0	
				\$2,040	

						\$0
						\$0
						\$0
						\$0
						\$0
0	0	0	0	0	0	\$0

					\$0
					\$0
	4	8	8		\$3,600
					\$0
0	4	8	8	0	\$3,600

2	18	40	24		\$15,460
2	12	32	12		\$10,800
	4	8	8		\$3,600
					\$0
4	34	80	44	0	\$29,860

		4			\$740
					\$0
0	0	4	0	0	\$740

2	12	16	16		\$8,500
	8	8			\$3,080
	4	4			\$1,540
2	12	16	16	0	\$13,120

8	20	12	8	0	<u>\$49,360</u>
48					SUB-TOTAL
\$250	\$200	\$185	\$165	\$105	

\$49,360 Structural Engineering



City of West Covina ADA Compliance and Accessibility Enhancements
City Council Chamber Improvements, Restrooms, and Elevator

12/11/2024

1 Inventory and Analysis (1 Phase)							
a	Coordination for information gathering: Meet with City staff and others as directed by City staff to review and discuss the design Project scope, design detail and schedule. Prepare meeting minutes.	2	6	4			\$2,190
b	Obtain available Project site documentation, including available record drawings and other documents from the City Engineering Services Division and other sources as required. Access drawings and provide background drawings	2	2	2	2		\$1,350
c	Survey existing and verify record drawings with existing site conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.	2	8	12	12	16	\$6,860
d	Develop As-built File of the field verified record drawings of the City Council chamber, restrooms, and elevator		12	12	12	16	\$7,180
e	Project Management: organized workshops will be provided to share our findings and coordinate with the project team.	1	4	4	4		\$2,070
TASK 1 TOTAL		7	32	34	30	32	\$19,650

2 Conceptual Design and Community Presentation (1 Phase)								
	a	Prepare Conceptual Design, product specifications, and preliminary cost estimates including the design and cost for (2) alternates.	2	12	18	24	9	\$9,270
	b	Meet with City staff and others to obtain input and revise the Conceptual Design and cost estimates as necessary to receive City's approval.	4	8				\$2,320
	c	Prepare color exhibits, renderings and color & material boards of the revised Conceptual Design and cost estimate. Print exhibits on bond in color. Deliver digital copies of all color exhibits to City staff.	4	12	16	24	8	\$9,260
	d	Present the Conceptual Plan and color exhibits to the City Council. Review with City staff, and revise as necessary for City's approval. Provide Color exhibits as described above in hardcopy and digital formats suitable for presentation and reproduction.	4	12	6	6	8	\$5,540
	e	Project Management: review design and documented scope and extent of design is confirmed moving forward.		6	6			\$2,100
TASK 2 TOTAL			14	50	46	54	25	\$26,390

3 Design Development (1 Phase)							
a	Prepare detailed design development plans for City's review and approval. Include the following components in the Design Development plans	2	12	24	24	8	\$10,160
b	Coordinate with City's public seating and vendors, and video/audio consultants in preparing the Design Development plans. Meet with City staff and others to review plans, specifications, and cost estimates.	2	12	16	8	12	\$7,400
c	Design Development deliverables equivalent to at 30% completion of the construction documents.	1	6	12	12	6	\$5,280
d	Project Management: Documents reviewed as a team for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines.		4	6			\$1,730
TASK 3 TOTAL :		5	34	58	44	26	\$24,570

4	Construction Documents and Plan Check Support (1 Phase)											
a	60-Percent CDs: Development of 60-percent Demo, Architectural, and Electrical, Prepare preliminary technical specifications. Provide coordination with Electrical design development. Include technical specifications defining the overall project and design criteria for finishes and millwork casework.						3	12	36	48	60	\$20,310
b	90-Percent CDs and Plan Check Process : Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements to the Council Chambers						2	12	24	24	36	\$12,960
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.						2	4	8	12	8	\$4,660
d	Project Management-coordinate City Requirements with engineer sub-consultants							3	3			\$1,050
TASK 4 TOTAL:							7	31	71	84	104	\$38,980

5 Bid Support (1 Phase with coordination to be split into 3 separe phases for construction)							
a	Bid Phase Services: Attend the pre-bid meeting. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.	1	8	8	12	4	\$4,790
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			4			\$660
TASK 5 TOTAL (CONSTRUCTION DOCUMENTS AND PLAN CHECK):		1	8	12	12	4	\$5,450

6 Construction Support (To be potentially split into 3 Phases)							
a	Engineering Services During Construction: review and guide the progress and direction of construction documents including RFI response, GPa will review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents Includes CALGreen Comissioning.	32	48	80	60	60	\$41,700
b	Site Visits During Construction: provide meeting on-site (Up to 8 meetings with Architect)	16	24	48	24		\$18,480
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.	6	4	16	16		\$6,480
d	Project Management- Coordination and administration	2	4	4	4		\$2,280
Task 6 Total		56	80	148	104	60	\$68,940

Hours:	90	196	286	232	143	\$183,980
Total Hours	947					SUB-TOTAL
Hourly Rates:	\$210	\$185	\$165	\$115	\$100	

\$183,980 Architecture

Architecture, Interior Design, and Engineering Total (Task 1-6)	\$281,280
Reimbursibles	\$1,320

Grand Total (Task 1-6)	\$282,600
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** Plan Check excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees. Scope of Entitlement does not include potential accessible upgrades that may be required for the overall building and site outside the immediate project.

Elec. and Plumbing Eng.					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
4	8	12			\$4,260
	8	12			\$3,360
					\$0
					\$0
					\$7,620

					\$0
					\$0
					\$0
		16	12		\$4,200
					\$0
0	0	16	12	0	\$4,200

					\$0
					\$0
4	12	14	18		\$8,040
					\$0
4	12	14	18	0	\$8,040

4	16	36			\$9,420
4	12	28			\$7,440
4	8	24			\$6,060
					\$0
12	36	88	0	0	\$22,920

		4			\$600
					\$0
0	0	4	0	0	\$600

Worksheet: Problem 1					
	8	8	12		\$4,560
					\$0
					\$0
0	8	8	12	0	\$4,560

20	36	54	30	0	\$47,940
140					SUB-TOTAL
\$225	\$195	\$150	\$150	\$100	

\$47,940 MEP

Structural Engineering					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
2	4	4		\$2,040	
				\$0	
				\$0	
				\$0	
				\$2,040	

						\$0
						\$0
						\$0
						\$0
						\$0
0	0	0	0	0	0	\$0

					\$0
					\$0
	4	8	8		\$3,600
					\$0
0	4	8	8	0	\$3,600

2	18	40	24		\$15,460
2	12	32	12		\$10,800
	4	8	8		\$3,600
					\$0
4	34	80	44	0	\$29,860

		4			\$740
					\$0
0	0	4	0	0	\$740

2	12	16	16		\$8,500
	8	8			\$3,080
	4	4			\$1,540
2	12	16	16	0	\$13,120

8	20	12	8	0	<u>\$49,360</u>
48					SUB-TOTAL
\$250	\$200	\$185	\$165	\$105	

\$49,360 Structural Engineering



We propose to furnish the services based on the hourly billing rates listed below for the services associated with this project. Often, we propose an “hourly not to exceed” contract at the beginning of our process. Below is a schedule of hourly billing rates.

We tailor our scope and subsequent fee proposals to accommodate the scope of work realizing that there is latitude in both parameters to be discussed during the contract negotiation. These rates we propose will be valid for the contract duration.

SCHEDULE OF HOURLY BILLING RATES

Principal	210
Project Director	185
Project Architect	165
Job Captain	115
Designer/ CAD Tech	100
Clerical	80

CONSULTANTS

We will be the primary point of contact and the team leader. Our contract will include and convey all consultant fees and contracts as a subcategory of our fee and services.

STRUCTURAL ENGINEER SCHEDULE OF HOURLY BILLING RATES

Principal	250
Sr. Engineer V.P	200
Sr. Assoc. Engineer	185
Project Engineer	165
Draft person	105
Clerical	95

MEP ENGINEER SCHEDULE OF HOURLY BILLING RATES

Principal Engineer	225
Project Engineer	200
Sr. Mechanical Engineer	195
Sr. Electrical Engineer	195
Sr. Plumbing Engineer	185
Mechanical Designer	150
Electrical Designer	150
Draft Person	100
BIM/CAD Tech	150
Admin	120
Secretary	80

SERVICES

PROGRAMMING & REVIEW OF PREVIOUSLY DEVELOPED ARCHITECTURAL PROGRAMS

We help the client to review and assess previous studies of their existing facilities and develop a solid program that initiates the physical building design process.

SITE ANALYSIS AND FEASIBILITY STUDIES

Our site studies regard the community, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies. Our in-depth site analysis regards the community context, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies for Urban Design and Master Planning.

SPACE PLANNING

Stemming from our expertise and experience with office planning, we would develop design schemes for workstation layouts needed for optimal function of the client within a given space.

CONCEPTUAL/SCHEMATIC STUDIES

We work closely with the client developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance connectivity within the surrounding community.

3-D MODELING AND RENDERING SERVICES

We render buildings and spaces to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the proposed design from schematic design to design development.

SCHEMATIC DESIGN; NEW LAYOUT, EXISTING PLANS, RENOVATION AND RESTORATION PLANS, AND DEMOLITION PLANS

We work closely with the City developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance function and safety of the facility while maintaining connectivity within the surrounding community.

DESIGN DEVELOPMENT OF FACILITIES AND PARKS, INCLUDING ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING (HVAC) PLANS

Above and Beyond working to develop Mechanical, Electrical and Plumbing systems for Facilities and Parks, we work with many additional disciplines as well including Structural Engineering, Landscape Architects and Civil Engineer.

PROJECT ADMINISTRATION & MANAGEMENT SERVICES

We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.

ENTITLEMENT PROCESSING

We have experience with CEQA and California Coastal Commission procedures, as well as local city planning and plan check procedures throughout California. In every step of the way we are there to communicate solutions to community sensitivities and facilitate an expedient entitlement.

SERVICES

SITE DEVELOPMENT PLANNING

Our experience ranges from designing master plans for complex city yard facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological conditions.

HISTORIC PRESERVATION PLANNING, REVIEW, AND DESIGN

Restoring historic city buildings (including the Irving Gill designed Oceanside City Hall), members on our team have had a rich experience with work on renovation of sensitive historical landmark buildings, and working with historical landmarks preservation committees.

ADA COMPLIANCE REVIEW PLANNING AND RETROFITS

Many of our projects have involved older existing buildings with often tight and complex conditions in which we resolve and retrofit for ADA compliance.

SCHEDULE DEVELOPING

We have a wealth of experience scheduling and phasing projects for design and construction, including for existing facilities, many which allow for continuous occupancy during construction.

CONSTRUCTION DOCUMENT DEVELOPMENT, SPECIFICATION WRITING

Our office provides precise construction document work, often leading to minimal change orders resulting in projects that have a high likelihood of on time and on budget.

COST ESTIMATING SERVICES

We can provide the client with good conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design.

CONSTRUCTION MANAGEMENT INCLUDING INSPECTIONS

We work closely with Griffin Structures- A construction management company that has decades of experience in the construction of Civic projects. We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.

CONTRACT BIDDING AND/OR NEGOTIATIONS SERVICES, I.E. CHANGE ORDERS, ETC.

During construction, there could be added value in spotting solutions that can improve the building and save costs which results in change orders during construction. We would be there to rectify the situation and clarify this with the client and the team to ensure the project remains on schedule and on budget.

CONSTRUCTION CONTRACT ADMINISTRATION

In order to ensure quality, we recommend being retained for construction administration. We are there to verify that the building meets the design intent, quality, as well as code and energy issues as depicted on the construction documents.

DESIGN QUALITY CONTROL

Regardless of whether the drawings pertain to retrofits or ground up new facilities, GPa will work very closely with the City and its stakeholders to define and understand how to meet the City's objectives. This includes selecting the appropriate team members for the design, using resources effectively, preparing a design schedule with clear and feasible milestones and deadlines, and offering a fair and competitive design budget. GPa proposes the following design quality control approach to achieve these objectives.

Our design quality control processes include:

1. **Design Criteria and Programming Validation** – GPa, with significant input from the City, will develop clear parameters for what City space needs are and minimum criteria for City's operational functionality and aesthetic preferences (e.g. space needs, departmental adjacencies, minimum square footages as needed, IT, security, sustainability, broader architecture context or civic design standards, etc). GPa will develop the criteria prior to completion of the Schematic Design documents and track and communicate changes through the design phase. GPa recommends scheduling interactive design workshops with the City early in the Conceptual Design development process to discuss design ideas and operational needs and solicit real-time feedback. Drawings, exhibits, reference designs, and renderings are used optimally and effectively to communicate ideas.
2. **Design Reviews with City** – GPa will prepare Design Control Documents during the design phase for the City and other relevant stakeholders to review for both conformance to the Design Criteria as well as to promote dialogue and input on the design at critical design milestones. Comments from all stakeholders will be collected in a standardized comment form and review periods will have fixed deadlines to meet the proposed schedule. At a minimum, Design Reviews will take place at Conceptual Design (CD), Schematic Design (SD), 65% Construction Documents and 95% Construction Documents design milestones. It is expected that the CD and SD sets will be complete prior to release of the Design-Builder RFQ such that critical Design Criteria are set prior to engaging the Design-Builder community.
3. **Design Review Comment Resolution** – GPa will compile all stakeholder comments to the Design Control Documents in a Design Management Log. The log will identify which party initiated each comment and require the same party to agree to close the comment when it has been addressed. Following completion of each Design Review period, GPa will meet with the City and other review stakeholders to page-turn through the comments and ensure that GPa clearly understands the intent of each comment or request. Where possible, comments will be resolved in real-time during the meeting. The then-current Design Management Log will be submitted with each set of Design Control Documents to track the progress and close-out of design comments. Note that it is common for many comments from the CD and SD Design Reviews to be deferred to a future Design Review as many aspects of the design are detailed and evidenced during the construction documents phase.
4. **Internal QA/QC** – In between the formal review packages, GPa will perform internal reviews on the design development so as to track and/or correct variances to the Design Criteria and coordinate design output among the various design disciplines. This is accomplished by electronic file sharing, face-to-face coordination meetings, and in-house QC reviews prior to submitting each Design Control Document set. GPa also has BIM software to effectively highlight items of needed coordination and refinement.
5. **Design Deviations** – There may be deviations to the Design Criteria that arise throughout the design phase, whether due to comments initiated by the City during the Design Reviews or due to internal design coordination and progression. GPa will track such deviations on the Design Management Log to flag them for review and acceptance by City, and other relevant stakeholders. It is imperative for all parties to provide timely feedback and approval to maintain the design schedule.
6. **Submittal Reviews** – We would perform shop drawing and other contractor submittal reviews to confirm compliance to the Design Control Documents and Design Criteria during construction.



Jack Panichapan, AIA, NCARB, LEED® AP

CEO/Principal

BIOGRAPHY

Jack Panichapan has over thirty years of experience, ranging from interior design, brand new buildings, and the renovation of existing buildings to complete master planning of city campuses. He has extensive experience attested throughout his career with assembling the need's assessment, site survey, and ADA analysis in all types of civic and public facilities. This includes but isn't limited to: schools, municipal, water district, corporate yard, and health care facilities.

Experience:

- » Years of Experience: 30
- » Years with GPa: 20

Registration:

Professional Architect -

- » CA, 29344
- » IL, 001-018109
- » LEED Accredited Professional
- » CA DSW Volunteer, #89402 Cal OES-Safety Assessment Program

Education:

- » M. Arch, 1997, Architecture, Iowa State University
- » B. Arch, 1996, Architecture, Iowa State University

Professional Affiliations:

- » American Institute of Architects
- » National Council of Architecture Registration Board

RELEVANT EXPERIENCE

• San Gabriel Corporate Yard Facility | San Gabriel, CA

Located on a 3.5-acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that GPa was able to resolve architecturally on a narrow, challenging site. The facility exhibits sustainable design features such as window shading strategies, recycled materials, and north-south fenestration orientation.

As the Lead Design Principal, Jack oversaw the programming development and schematic design through construction administrative efforts for the new facility.

• Water Replenishment District (WRD) ARC Advanced Water Treatment Facility | Pico Rivera, CA

The new 5-acre garden campus of Albert Robles Center (ARC), is a Water Treatment Facility that contains two main buildings among its variety of structures: A 45,000sf water treatment process building, and a 24,000sf Visitors Learning Center topped with a roof garden. The facility provides delivery of purified recycled water to replenish aquifers creating a sustainable water supply while serving as an immersive learning environment for the community. It provides a tribute to the San Gabriel River's presence and purpose in the region. This facility achieved LEED Platinum certification.

As the Lead Design Principal, Jack oversaw the schematic design and community outreach efforts through construction administrative efforts for the new facility.

• Westminster Corporate Yard and Police Training Facility | Westminster, CA

The existing facility built in the early 1960s, was overcrowded, inefficient, and no longer sufficient enough to implement the city's needs as a maintenance facility. GPa was deployed to update and expand the current facility. The new corporate yard has a canopy, fuel station, new administration building, and warehouse facilities. The renovation and other additional programs take place within the existing site of the city's current municipal facility along with an adjacent site the city has obtained for a police training facility with a Firing Range that GPa also designed. One of the challenges of this project was that the facility was required to be operational during the course of renovation. The new building has many notable sustainable features and reflect the scale of the surrounding residential neighborhood.

As the Lead Design Principal, Jack worked with the city for a phasing plan to relocate staff and keep it operational during the construction phase.

Jack Panichapan, AIA, NCARB, LEED® AP

CEO/Principal

Additional Projects

- One-Stop Shop (Public Works) Concept Studies** | Huntington Beach, CA
- WRD GRIP- Treatment Facility and Visitors Center** | Pico Rivera, CA
- City Council Chambers Improvements Project** | Redondo Beach, CA
- LADWP Van Nuys Office Building Renovation** | Van Nuys, CA
- LB_MUST Facility** | Long Beach, CA
- Long Beach Oil and Gas Facility Assessment** | Long Beach, CA
- Police Department/ Indoor Firing Range Tenant Improvement** | Costa Mesa, CA
- UCI Health, 3800 Chapman (4 Phase Building 140k sf Renovation)** | Orange County, CA
- Southern California Edison – GO-1 Headquarters Renovation (350k sf)** | Rosemead, CA
- Public Works Facilities and CNG Station** | Fullerton, CA
- Need Assessment, Maintenance and Water District Facility** | Escondido, CA
- Police Department Lobby Concept** | Redondo Beach, CA
- Manhattan Beach Public Works Renovation** | Manhattan Beach, CA
- Temecula Community Recreation Center Renovation** | Temecula, CA
- Temecula Fire Station 84 Renovation** | Temecula, CA
- Yorba Linda Water District Headquarters** | Temecula, CA
- OCFA Fire Station Renovations** | Orange County, CA
- Seal Beach Civic Center Renovations** | Seal Beach, CA
- Yucca Valley Civic Center Renovations** | Yucca Valley, CA
- Temecula Fire Station 84 Tenant Improvements** | Temecula, CA
- Mojave Water District Headquarters and Operations Center** | Apple Valley, CA



Vic Nguyen, AIA, LEED® AP

Design Director/Project Manager

BIOGRAPHY

Vic Nguyen has over twenty years of experience, ranging from development of complex mixed use, civic, and transportation-oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with cities and the community directly to attain consensus for project design and development.

RELEVANT EXPERIENCE

Experience:

- » Years of Experience: 24
- » Years with GPa: 14

Registration:

- » Registered Architect CA, C-30250
- » LEED Accredited Professional

Education:

- » B. Arch. 2000
Architecture,
University of Arizona

Professional Affiliations:

- » American Institute of Architects
- » National Council of Architecture Registration Board
- » USGBC Orange County

• Ehlers Community Center | Buena Park, CA

The existing 30,000 square foot facility is composed of a campus of Community Buildings, Senior Citizens' Center, and Banquet Facilities that is currently a major community gathering place. Built in the 1960s, the facility had a great deal of deterioration including dry rot along with deferred maintenance that was in need of updating. It also had issues of security and homeless accessing private courtyard areas of the facility. Many of the mid-century modern exposed wood details needed to be repaired and protected.

GPa was selected to provide a strategic design to enhance security while also giving the facility a restoration and architectural update. Details were developed to repair and prevent future dry rot and deterioration. As the Design Director, Vic lead the development of design schemes and renderings as a part of an interactive process to design the Facility with the City and the Community's input and collaboration while staying on a restrictive budget.

• Orange County Public Works Administrative Office Renovation | Santa Ana, CA

The project scope required consolidating 8 distinct County Departments with over 100 employees spread among various floors of a midrise building into a single 14,000sf floor that was continuously occupied during the process. We provided full space planning as well as architectural services. We also developed a phasing plan for the move. During the process, we found many opportunities for shared optimized spaces among the various departments leading to less space requirements than when the Departments were separated. By understanding specific function and layouts required specifically for each department, it helped to standardize work stations and offer an optimum work layout for everyone while utilizing space much more efficiently and effectively.

Vic was the Design Director and Project Architect in charge of the design, phasing, entitlements, construction documents, and construction administration for the project which also included move phasing for the stakeholders.

• San Gabriel Corporate Yard Facility | San Gabriel, CA

Located on a 3.5-acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that GPa was able to resolve architecturally on a narrow challenging site. The facility maximizes sustainable design features such as window shading strategies, recycled materials, and north-south fenestration orientation. As Design Director, Vic led the overall Master Planning and Design Guideline effort for City entitlements and future development opportunities.

Vic Nguyen, AIA, LEED® AP

Design Director/Project Manager

Additional Projects

- One-Stop Shop (Public Works) Concept Studies** | Huntington Beach, CA
- City Council Chambers Improvements Project** | Redondo Beach, CA
- Town of Yucca Valley Library Renovation** | Town of Yucca Valley, CA
- UCI Health- 3800 Chapman (4 Phase Building Renovation)** | Orange County, CA
- Need Assessment, Maintenance and Water District Facility** | Escondido, CA
- WRD GRIP- Treatment Facility and Visitors Center** | Pico Rivera, CA
- LB_MUST Facility** | Long Beach, CA | Long Beach, CA
- Police Department/ Indoor Firing Range Tenant Improvement** | Costa Mesa, CA
- UCI Health, 3800 Chapman (4 Phase Building 140k sf Renovation)** | Orange County, CA
- Southern California Edison – GO-1 Headquarters Renovation (350k sf)** | Rosemead, CA
- Public Works Facilities and CNG Station** | Fullerton, CA
- Need Assessment, Maintenance and Water District Facility** | Escondido, CA
- Police Department Lobby Concept** | Redondo Beach, CA
- Manhattan Beach Public Works Renovation** | Manhattan Beach, CA
- Temecula Community Recreation Center Renovation** | Temecula, CA
- Temecula Fire Station 84 Renovation** | Temecula, CA
- OCFA Fire Station Renovations** | Orange County, CA
- Yucca Valley Civic Center Renovations** | Yucca Valley, CA
- Temecula Fire Station 84 Tenant Improvements** | Temecula, CA



Kent Klueter, AIA, LEED® AP

Project Architect

ROLE IN THE PROJECT

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

With 35 years of experiences, and 29 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facilities).

RELEVANT EXPERIENCE

Experience:

- » Years of Experience: 35
- » Years with GPA: 29

Registration:

- » Professional Architect CA, 25189
- » LEED Accredited Professional

Education:

- » B. Arch, 1990, Architecture, California Polytechnic State University, San Luis Obispo

Professional Affiliations:

- » American Institute of Architects
- » National Council of Architecture Registration Board

- **Mojave Water Agency** | Need Assessment, New Agency Headquarters Facility
- **Mojave Water Agency** | Need Assessment, Central Operation Facility
- **Moulton Niguel Water District** | Need Assessment on Administration Building
- **University of California, Irvine, Health** | On-Call A/E Services
- **Southern California Edison** | On-Call A/E Services
- **City of Long Beach** | On-Call A/E Services
- **Inland Empire Utilities Agency** | On-Call A/E Services
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement
- **City of Long Beach** | Municipal Urban Stormwater Treatment Facility
- **Southern California Edison** | GO-1 Tenant Improvement
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement
- **Water Replenishment District of Southern California** | Advanced Water Treatment Facility- GRIP
- **Bellflower Somerset Mutual Water Company** | Leahy Avenue Water Well Facility
- **City of Anaheim** | Linda Vista Reservoir and Pump Station
- **City of Riverside** | Pyrite Canyon Water Treatment Facility



Cynthia Perez

Project Coordinator/Designer

ROLE IN THE PROJECT

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in coordinating construction administration, production of construction documents, and administration of the bidding process.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

Ms. Perez has experience working through all project stage processes. Moreover, she worked on many types of projects, such as municipal, administration office, pump station, maintenance facility, firing range, training facility, and corporate yard.

RELEVANT EXPERIENCE

- **Mojave Water Agency** | Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- **Marine Corporation Community Services** | Indoor Firing Range
- **Yorba Linda Water District** | New Administration Facility
- **Moulton Niguel Water District** | Need Assessment on Administration Building
- **City of San Gabriel** | Maintenance Facility Yard
- **City of Riverside** | Pyrite Canyon Water Treatment Facility
- **City of Westminster** | Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- **City of Fullerton** | Public Facility and CNG Station
- **City of Stanton** | Municipal Corporate Facility Yard
- **City of Barstow** | Needs Assessment & Conceptual Design for City Hall Campus
- **Palmdale Water District** | Master Plan & CMU Wall for District Headquarters Facility
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- **University of California, Irvine, Health** | On-Call A/E Services
- **University of California, Irvine, Health** | Gottschalk Exterior Façade Renovation
- **City of Burbank** | Master Plan for Corporate Yard

Experience:

- » Years of Experience: 16
- » Years with GPa: 16

Education:

- » B. Arch., 2006, Architecture, University of California, Berkeley



Richard Suzuki, P.E., S.E.

Structural Engineer

ROLE IN THE PROJECT

Director of Engineering (previously Staff Engineer then Senior Engineer) 1991 to present DCSE Associates, Inc. – Structural Engineers

- Responsible for day-to-day supervision and management of 7 engineers, CAD operator
- Responsible for all phases of structural engineering (design analysis, client meetings, submissions, contractor, etc.) for industrial/commercial buildings, civil infrastructure, retail buildings, police and fire stations, office buildings, and automobile dealerships.
- Responsible for job scheduling (including assignments to engineers), site visits, plan checks, quality control, client relationships, etc.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facilities, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building, and subterranean parking structures. He is involved with the projects from the conceptual design phase all the way through the construction phase. He also performs site visits during construction as well as the review of various structural submittals.

RELEVANT EXPERIENCE

- **Municipal Maintenance Yard Complex, City of San Gabriel** | New administration, vehicle repair garage, storage buildings, in team with Gillis-Panichapan Architects
- **Municipal Maintenance Yard Complex, City of Stanton** | New administration, vehicle repair garage, storage buildings, in team with Gillis-Panichapan Architects
- **Yorba Linda Water District, Yorba Linda, CA** | New administration building, approx. 20,000 sq. ft., in team with Gillis-Panichapan Architects
- **Mojave Water Agency** | New Agency Headquarters Facility–LEED Gold
- **Palmdale Water District** | Master Plan & CMU Wall for facility
- **Water Replenishment District of Southern California** | Administration Needs Assessment and Tenant Improvement
- **South Coast Water District** | Operations Center Facility
- **Yorba Linda Water District** | New Administration Facility
- **Banning Police Department** | Banning, CA
- **City of Paramount** | Tenant Improvement
- **City of Santa Ana** | Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)

Experience:

- » Years of Experience: 33

Registration:

- » 2006, Structural Engineering Certification, CA, S4971
- » 1992, Registered Professional Engineer CA, CE-49775

Education:

- » B.S. Civil Engineering, May, 1987
University of California, Irvine
- » M.S. Structural Engineering, December 2004
Irvine Institute of Technology



Hiten Sheth P.E., LEED® AP

Principal Mechanical Engineer

ROLE IN THE PROJECT

As the Principal/Mechanical Engineer at H2S, he is committed to managing projects as MEP leader with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client.

EXPERIENCE WITH THE REQUIREMENT AND TASKS

Mr. Sheth has more than 15 years of experience of engineering and design for various heating, ventilation and air conditioning systems such as variable air volume system (VAV), constant air volume (DX and Package), chilled water and heating hot water based central plants, variable refrigerant flow system (VRFs), under floor displacement ventilation systems (UFADs) and 100% outside air system for various healthcare and pharmaceutical applications. Mr. Sheth has had large exposure to design of various types of occupancies like office spaces, city halls, auditoriums, hospitals, medical office buildings, laboratories, educational and commercial restaurants.

RELEVANT EXPERIENCE

- **City Of Simi Valley (Prime Consultant)** | Upgrade of existing HVAC system for city hall and DMV building (Double deck AHU upgrade with title 24 compliance and upgrade of existing air distribution system. Pneumatic to DDC controls). A federally funded project (ARRA Stimulus).
- **DEA - Los Angeles** | 40,000 SF TI for existing Federal Facility.
- **16th Floor Wilshire** | Energy Upgrade replacing existing double deck AHUs and CAV system with energy efficient VAV system along with brand new loop air distribution system.
- **IWBT (Interim West Bus Terminal)** | Design of waiting area building (50,000 SF) adjacent to Bradley international terminal at LAX. LEED silver project.
- **Fess Parker Waterfront Hotel** | 5 star hotel with 200 guest rooms, ball room, spa, commercial kitchen, auditorium, indoor swimming pool, lounges and multipurpose spaces. Approximately 200,000 SF of conditioned space.
- **Haven Point, Rancho Cucamonga** | Design of various office TIs.
- **American Career College** | Various large and mid-size TIs for American Career College in Long Beach and Anaheim campuses.
- **American Career College** | Owner's representative for American Career College for their Texas and Florida campuses.
- **USC** | USC ophthalmology TI in city of Arcadia.
- **AHU replacement for USC** | McKibben Hall.
- **USC** | Various tenant improvement projects at USC's Health science campus, Los Angeles, CA.

Experience:

- » Years of Experience: 15

Registration:

- » Professional Engineer CA, M35789
- » LEED Accredited Professional

Education:

- » M.S. Mechanical Engineering, University of Bridgeport (CT), 2006
- » B.E. Mechanical Engineering, Sardar Patel University (India), 2002

Professional Affiliations:

- » ASHRAE Associate Member since 2006

7 /

City of West Covina
Request for Proposal
for Architectural &
Design Services

REQUIRED ATTACHMENTS



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

The undersigned declares:

I am the Principal CEO of Gillis + Panichapan 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 12/11/2024 [date], at Newport Beach, CA [city, state].

Firm Gillis + Panichapan Architects Inc. (GPa)



(Signature)

Jack Panichapan - Principal CEO

(Print Name & Title)

Street 1101 Quail St.

City Newport Beach State CA Zip 92660

GPa is not in Exclusions

The screenshot shows the SAM.GOV search page. At the top, there's a navigation bar with 'Home', 'Search', 'Data Bank', 'Data Services', and 'Help'. Below this is a search bar with a dropdown menu set to 'All Words' and a search input field containing 'e.g. 1606N020Q02'. To the left of the search results is a sidebar with a 'Select Domain' section containing 'Entity Information' and a 'Filter By' section with a 'Keyword Search' area. The 'Keyword Search' area has a 'Simple Search' tab selected, showing radio button options for 'Any Words', 'All Words' (which is selected), and 'Exact Phrase'. Below these options is a search input field with the text 'e.g. 123456789, Smith Corp' and a suggestion for 'Gillis & Panichapan Architects'. To the right of the sidebar, a message states 'No matches found' with a 'Go Back' button.

Our ID# - "Active"

GILLIS & PANICHAPAN ARCHITECTS, INCORPORATED

● Active Registration

Unique Entity ID
WBTVTL4UJNB7

CAGE/NCAGE
94AR1

Expiration Date

Jun 4, 2025

Physical Address

**1101 Quail ST
Newport Beach, California
92660-2705, United States**

Mailing Address

**1101 Quail ST
Newport Beach, California
92660-2705, United States**

Purpose of Registration

All Awards

Version

Current Record



GILL&PA-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Lea Coleman PHONE (A/C, No, Ext): (619) 400-1996 FAX (A/C, No): E-MAIL ADDRESS: lea.coleman@ioausa.com																					
INSURED Gillis & Panichapan Architects, Incorporated 1101 Quail Street Newport Beach, CA 92660	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>RLI Insurance Company</td><td>13056</td></tr> <tr> <td>INSURER B :</td><td>Hudson Insurance Company</td><td>25054</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	RLI Insurance Company	13056	INSURER B :	Hudson Insurance Company	25054	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PSB0001119	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Cont liab/Sev Int						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	☐ POLICY ☒ PROTECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							Ded \$ 0
A	☒ AUTOMOBILE LIABILITY			PSA0001116	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ Comp.: \$1,000 ☒ Coll.: \$1,000						PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR			PSE0001038	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 3,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED ☒ RETENTION \$ 0						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0001177	9/1/2024	9/1/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☒ N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab/Crms Made			PRB0619119734	11/8/2024	11/8/2025	Per Claim 2,000,000
B	Ded.: \$5k Per Claim			PRB0619119734	11/8/2024	11/8/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

FOR YOUR REFERENCE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>

ACORD 25 (2016/03)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Gillis + Panichapan Architects, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1101 Quail Street	Requester's name and address (optional) West Covina City Hall 1444 W Garvey Ave S Suite 215 West Covina, CA 91790
6 City, state, and ZIP code Newport Beach, CA, 92660		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
3	3	-	0	9	5	1	6	1	1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date **12/11/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**City of West Covina ADA Compliance and Accessibility Enhancements
City Council Chamber Improvements, Restrooms, and Elevator**

12/11/2024

Project Design Fee Summary

#	Project Task	
1	Inventory and Analysis	\$29,310
2	Conceptual Design and Community Presentation	\$30,590
3	Design Development	\$36,210
4	Construction Documents and Plan Check Support	\$91,760
5	Bid Support	\$6,790
6	Construction Support (3 Phases)	\$86,620
	reimbursibles**	\$1,320

Project Total	\$282,600
----------------------	------------------

*see attached schedule fee chart

** Plan Check excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees. Scope of Entitlement does not include potential accessible upgrades that may be required for the overall building and site outside the immediate project.





City of West Covina ADA Compliance and Accessibility Enhancements
City Council Chamber Improvements, Restrooms, and Elevator

12/11/2024

1 Inventory and Analysis (1 Phase)							
a	Coordination for information gathering: Meet with City staff and others as directed by City staff to review and discuss the design Project scope, design detail and schedule. Prepare meeting minutes.	2	6	4			\$2,190
b	Obtain available Project site documentation, including available record drawings and other documents from the City Engineering Services Division and other sources as required. Access drawings and provide background drawings	2	2	2	2		\$1,350
c	Survey existing and verify record drawings with existing site conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.	2	8	12	12	16	\$6,860
d	Develop As-built File of the field verified record drawings of the City Council chamber, restrooms, and elevator		12	12	12	16	\$7,180
e	Project Management: organized workshops will be provided to share our findings and coordinate with the project team.	1	4	4	4		\$2,070
TASK 1 TOTAL		7	32	34	30	32	\$19,650

2 Conceptual Design and Community Presentation (1 Phase)								
	a	Prepare Conceptual Design, product specifications, and preliminary cost estimates including the design and cost for (2) alternates.	2	12	18	24	9	\$9,270
	b	Meet with City staff and others to obtain input and revise the Conceptual Design and cost estimates as necessary to receive City's approval.	4	8				\$2,320
	c	Prepare color exhibits, renderings and color & material boards of the revised Conceptual Design and cost estimate. Print exhibits on bond in color. Deliver digital copies of all color exhibits to City staff.	4	12	16	24	8	\$9,260
	d	Present the Conceptual Plan and color exhibits to the City Council. Review with City staff, and revise as necessary for City's approval. Provide Color exhibits as described above in hardcopy and digital formats suitable for presentation and reproduction.	4	12	6	6	8	\$5,540
	e	Project Management: review design and documented scope and extent of design is confirmed moving forward.		6	6			\$2,100
TASK 2 TOTAL			14	50	46	54	25	\$26,390

3 Design Development (1 Phase)							
a	Prepare detailed design development plans for City's review and approval. Include the following components in the Design Development plans	2	12	24	24	8	\$10,160
b	Coordinate with City's public seating and vendors, and video/audio consultants in preparing the Design Development plans. Meet with City staff and others to review plans, specifications, and cost estimates.	2	12	16	8	12	\$7,400
c	Design Development deliverables equivalent to at 30% completion of the construction documents.	1	6	12	12	6	\$5,280
d	Project Management: Documents reviewed as a team for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines.		4	6			\$1,730
TASK 3 TOTAL :		5	34	58	44	26	\$24,570

4	Construction Documents and Plan Check Support (1 Phase)											
a	60-Percent CDs: Development of 60-percent Demo, Architectural, and Electrical, Prepare preliminary technical specifications. Provide coordination with Electrical design development. Include technical specifications defining the overall project and design criteria for finishes and millwork casework.						3	12	36	48	60	\$20,310
b	90-Percent CDs and Plan Check Process : Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements to the Council Chambers						2	12	24	24	36	\$12,960
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.						2	4	8	12	8	\$4,660
d	Project Management-coordinate City Requirements with engineer sub-consultants							3	3			\$1,050
TASK 4 TOTAL:							7	31	71	84	104	\$38,980

5 Bid Support (1 Phase with coordination to be split into 3 separe phases for construction)							
a	Bid Phase Services: Attend the pre-bid meeting. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.	1	8	8	12	4	\$4,790
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			4			\$660
TASK 5 TOTAL (CONSTRUCTION DOCUMENTS AND PLAN CHECK):		1	8	12	12	4	\$5,450

6 Construction Support (To be potentially split into 3 Phases)							
a	Engineering Services During Construction: review and guide the progress and direction of construction documents including RFI response, GP will review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents Includes CALGreen Commissioning.	32	48	80	60	60	\$41,700
b	Site Visits During Construction: provide meeting on-site (Up to 8 meetings with Architect)	16	24	48	24		\$18,480
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.	6	4	16	16		\$6,480
d	Project Management- Coordination and administration	2	4	4	4		\$2,280
Task 6 Total		56	80	148	104	60	\$68,940

Hours:	90	196	286	232	143	\$183,980
Total Hours	947					SUB-TOTAL
Hourly Rates:	\$210	\$185	\$165	\$115	\$100	

\$183,980 Architecture

Architecture, Interior Design, and Engineering Total (Task 1-6)	\$281,280
Reimbursibles	\$1,320

Grand Total (Task 1-6)	\$282,600
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** Plan Check excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees. Scope of Entitlement does not include potential accessible upgrades that may be required for the overall building and site outside the immediate project.

Elec. and Plumbing Eng.					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
4	8	12			\$4,260
	8	12			\$3,360
					\$0
					\$0
					\$7,620

					\$0
					\$0
					\$0
		16	12		\$4,200
					\$0
0	0	16	12	0	\$4,200

					\$0
					\$0
4	12	14	18		\$8,040
					\$0
4	12	14	18	0	\$8,040

4	16	36			\$9,420
4	12	28			\$7,440
4	8	24			\$6,060
					\$0
12	36	88	0	0	\$22,920

		4			\$600
					\$0
0	0	4	0	0	\$600

	8	8	12		\$4,560
					\$0
					\$0
0	8	8	12	0	\$4,560

20	36	54	30	0	\$47,940
140					SUB-TOTAL
\$225	\$195	\$150	\$150	\$100	

\$47,940 MEP

Structural Engineering					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
2	4	4		\$2,040	
				\$0	
				\$0	
				\$0	
				\$2,040	

						\$0
						\$0
						\$0
						\$0
						\$0
0	0	0	0	0	0	\$0

					\$0
					\$0
	4	8	8		\$3,600
					\$0
0	4	8	8	0	\$3,600

2	18	40	24		\$15,460
2	12	32	12		\$10,800
	4	8	8		\$3,600
					\$0
4	34	80	44	0	\$29,860

		4			\$740
					\$0
0	0	4	0	0	\$740

2	12	16	16		\$8,500
	8	8			\$3,080
	4	4			\$1,540
2	12	16	16	0	\$13,120

8	20	12	8	0	<u>\$49,360</u>
48					SUB-TOTAL
\$250	\$200	\$185	\$165	\$105	

\$49,360 **Structural Engineering**



City of West Covina ADA Compliance and Accessibility Enhancements
City Council Chamber Improvements, Restrooms, and Elevator

12/11/2024

1 Inventory and Analysis (1 Phase)							
a	Coordination for information gathering: Meet with City staff and others as directed by City staff to review and discuss the design Project scope, design detail and schedule. Prepare meeting minutes.	2	6	4			\$2,190
b	Obtain available Project site documentation, including available record drawings and other documents from the City Engineering Services Division and other sources as required. Access drawings and provide background drawings	2	2	2	2		\$1,350
c	Survey existing and verify record drawings with existing site conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.	2	8	12	12	16	\$6,860
d	Develop As-built File of the field verified record drawings of the City Council chamber, restrooms, and elevator		12	12	12	16	\$7,180
e	Project Management: organized workshops will be provided to share our findings and coordinate with the project team.	1	4	4	4		\$2,070
TASK 1 TOTAL		7	32	34	30	32	\$19,650

2 Conceptual Design and Community Presentation (1 Phase)								
	a	Prepare Conceptual Design, product specifications, and preliminary cost estimates including the design and cost for (2) alternates.	2	12	18	24	9	\$9,270
	b	Meet with City staff and others to obtain input and revise the Conceptual Design and cost estimates as necessary to receive City's approval.	4	8				\$2,320
	c	Prepare color exhibits, renderings and color & material boards of the revised Conceptual Design and cost estimate. Print exhibits on bond in color. Deliver digital copies of all color exhibits to City staff.	4	12	16	24	8	\$9,260
	d	Present the Conceptual Plan and color exhibits to the City Council. Review with City staff, and revise as necessary for City's approval. Provide Color exhibits as described above in hardcopy and digital formats suitable for presentation and reproduction.	4	12	6	6	8	\$5,540
	e	Project Management: review design and documented scope and extent of design is confirmed moving forward.		6	6			\$2,100
TASK 2 TOTAL			14	50	46	54	25	\$26,390

3 Design Development (1 Phase)							
a	Prepare detailed design development plans for City's review and approval. Include the following components in the Design Development plans	2	12	24	24	8	\$10,160
b	Coordinate with City's public seating and vendors, and video/audio consultants in preparing the Design Development plans. Meet with City staff and others to review plans, specifications, and cost estimates.	2	12	16	8	12	\$7,400
c	Design Development deliverables equivalent to at 30% completion of the construction documents.	1	6	12	12	6	\$5,280
d	Project Management: Documents reviewed as a team for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines.		4	6			\$1,730
TASK 3 TOTAL :		5	34	58	44	26	\$24,570

4	Construction Documents and Plan Check Support (1 Phase)											
a	60-Percent CDs: Development of 60-percent Demo, Architectural, and Electrical, Prepare preliminary technical specifications. Provide coordination with Electrical design development. Include technical specifications defining the overall project and design criteria for finishes and millwork casework.						3	12	36	48	60	\$20,310
b	90-Percent CDs and Plan Check Process : Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements to the Council Chambers						2	12	24	24	36	\$12,960
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.						2	4	8	12	8	\$4,660
d	Project Management-coordinate City Requirements with engineer sub-consultants							3	3			\$1,050
TASK 4 TOTAL:							7	31	71	84	104	\$38,980

5 Bid Support (1 Phase with coordination to be split into 3 separe phases for construction)							
a	Bid Phase Services: Attend the pre-bid meeting. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.	1	8	8	12	4	\$4,790
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			4			\$660
TASK 5 TOTAL (CONSTRUCTION DOCUMENTS AND PLAN CHECK):		1	8	12	12	4	\$5,450

6 Construction Support (To be potentially split into 3 Phases)							
a	Engineering Services During Construction: review and guide the progress and direction of construction documents including RFI response, GPa will review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents Includes CALGreen Comissioning.	32	48	80	60	60	\$41,700
b	Site Visits During Construction: provide meeting on-site (Up to 8 meetings with Architect)	16	24	48	24		\$18,480
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.	6	4	16	16		\$6,480
d	Project Management- Coordination and administration	2	4	4	4		\$2,280
Task 6 Total		56	80	148	104	60	\$68,940

Hours:	90	196	286	232	143	\$183,980
Total Hours	947					SUB-TOTAL
Hourly Rates:	\$210	\$185	\$165	\$115	\$100	

\$183,980 Architecture

Architecture, Interior Design, and Engineering Total (Task 1-6)	\$281,280
Reimbursibles	\$1,320

Grand Total (Task 1-6)	\$282,600
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** Plan Check excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees. Scope of Entitlement does not include potential accessible upgrades that may be required for the overall building and site outside the immediate project.

Elec. and Plumbing Eng.					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
4	8	12			\$4,260
	8	12			\$3,360
					\$0
					\$0
					\$7,620

					\$0
					\$0
					\$0
		16	12		\$4,200
					\$0
0	0	16	12	0	\$4,200

					\$0
					\$0
4	12	14	18		\$8,040
					\$0
4	12	14	18	0	\$8,040

4	16	36			\$9,420
4	12	28			\$7,440
4	8	24			\$6,060
					\$0
12	36	88	0	0	\$22,920

		4			\$600
					\$0
0	0	4	0	0	\$600

	8	8	12		\$4,560
					\$0
					\$0
0	8	8	12	0	\$4,560

20	36	54	30	0	\$47,940
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\$225	\$195	\$150	\$150	\$100	

\$47,940 MEP

Structural Engineering					MEP
Principal	Sr. Engineer	Engineer	Designer	CAD operator	
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				\$0	
				\$0	
				\$0	
				\$2,040	

						\$0
						\$0
						\$0
						\$0
						\$0
0	0	0	0	0	0	\$0

					\$0
					\$0
	4	8	8		\$3,600
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2	18	40	24		\$15,460
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4	34	80	44	0	\$29,860

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2	12	16	16	0	\$13,120

8	20	12	8	0	<u>\$49,360</u>
48					SUB-TOTAL
\$250	\$200	\$185	\$165	\$105	

\$49,360 Structural Engineering



We propose to furnish the services based on the hourly billing rates listed below for the services associated with this project. Often, we propose an “hourly not to exceed” contract at the beginning of our process. Below is a schedule of hourly billing rates.

We tailor our scope and subsequent fee proposals to accommodate the scope of work realizing that there is latitude in both parameters to be discussed during the contract negotiation. These rates we propose will be valid for the contract duration.

SCHEDULE OF HOURLY BILLING RATES

Principal	210
Project Director	185
Project Architect	165
Job Captain	115
Designer/ CAD Tech	100
Clerical	80

CONSULTANTS

We will be the primary point of contact and the team leader. Our contract will include and convey all consultant fees and contracts as a subcategory of our fee and services.

STRUCTURAL ENGINEER SCHEDULE OF HOURLY BILLING RATES

Principal	250
Sr. Engineer V.P	200
Sr. Assoc. Engineer	185
Project Engineer	165
Draft person	105
Clerical	95

MEP ENGINEER SCHEDULE OF HOURLY BILLING RATES

Principal Engineer	225
Project Engineer	200
Sr. Mechanical Engineer	195
Sr. Electrical Engineer	195
Sr. Plumbing Engineer	185
Mechanical Designer	150
Electrical Designer	150
Draft Person	100
BIM/CAD Tech	150
Admin	120
Secretary	80

REIMBURSABLES

In our contract we often have a reimbursable allowance. This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice.

MILEAGE

GPa bases our standard mileage rates for the use of a vehicle such as a car, van SUV or pickup will be: 67 cents per mile for business miles based on State of California Employers Association 2024 and the IRS standard rates Mileage Reimbursement Rates Effective January 1, 2024.



We propose to furnish the services based on the hourly billing rates listed below for the services associated with this project. Often, we propose an “hourly not to exceed” contract at the beginning of our process. Below is a schedule of hourly billing rates.

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Principal	210
Project Director	185
Project Architect	165
Job Captain	115
Designer/ CAD Tech	100
Clerical	80

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**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
BRIAN F. KNIGHT, ARCHITECT INC. DBA BFK ARCHITECTURE + PLANNING
FOR
CITY HALL ADA IMPROVEMENTS PROJECT DESIGN**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of March 18, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and BRIAN F. KNIGHT, ARCHITECT INC., a California corporation DBA BFK ARCHITECTURE + PLANNING ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide design services for the City Hall ADA Improvements Project, 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 Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

E. Consultant responded to the City's Request for Proposals (RFP) dated November 19, 2024, incorporated via this reference as if fully set forth herein, and Consultant's response to the RFP was a material inducement to the City ultimately entering into this Agreement; and

F. City issued Addendum #1 to the RFP on November 27, 2024 and Addendum #2 to the RFP on December 5, 2024, both of which are incorporated via this reference as if fully set forth herein.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both 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, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California 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 personal data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Consultant a fixed fee in accordance with the fee schedule set forth in Exhibit “C,” attached hereto and made a part of this Agreement (the “Fee Schedule”). Consultant’s total compensation shall not exceed Two Hundred Thirty-Three Thousand Dollars (\$233,000.00).

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, an additional fee based upon the Consultant’s standard hourly rates as set forth in Exhibit C shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the 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 and the date of performance. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Time Is of Essence. Time is of the essence in Consultant’s performance of its obligations pursuant to this Agreement.

3.2. Completion of Work. Consultant shall perform the services set forth herein in accordance with a project schedule approved by City. Unless otherwise agreed to by the parties, Consultant shall complete all-design related services and deliver to City all design and

construction drawings within one (1) year from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.3. 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 until Consultant completes the Scope of Services and submits all deliverables set forth in Exhibit B to the City's satisfaction, unless previously terminated as provided herein.

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) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each accident.
- (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 California 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 California 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 liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Brian Knight, 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:

BFK Architecture + Planning
215 N. Marengo Ave., Ste. 250
Pasadena, CA 91101
Tel: (626) 823-0150
Email: brian.knight@bfkarch.com
Attn: Brian Knight

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8423
Email: rortega@westcovina.org
Attn: Robert 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.

- (a) General Indemnification. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all

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

- (b) Indemnification for Design Professional Services. To the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold 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 the performance of design professional services under this Agreement by a "design professional," as such term is defined in California Civil Code section 2782.8(c). 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, and 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 California 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 (California Government Code Section 81000, *et seq.*) and California 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.

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

Paulina Morales
City Manager

Date: _____

CONSULTANT

Brian F. Knight
President

Date: _____

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Maria-Luisa Olea
Risk Management

EXHIBIT A

SCOPE OF SERVICES

The scope of work involves designing elements of the Council Chambers and the adjacent areas, 2nd and 3rd floor City Hall restrooms, and City Hall elevators to ensure full compliance with the Americans with Disabilities Act (ADA). This includes evaluating the current layout, access points, and pathways to identify potential barriers for individuals with disabilities. Design modifications will focus on enhancing accessibility, such as by adjusting door widths, reconfiguring seats to eliminate barriers, and optimizing circulation spaces. Additionally, enhancements to signage, and barrier free flooring options will be incorporated to eliminate barriers that facilitate movement for all individuals. The project will also include design to ensure accessible work areas at the dais as well as the area and pathways leading to it, ensuring that all aspects of the Council Chambers and surrounding areas are inclusive and meet ADA standards. Restroom design improvements will include providing design upgrades for the 2nd and 3rd floor City Hall restrooms to eliminate barriers throughout each of the restrooms and ensure compliance with the Americans with Disabilities Act. Elevator improvements will consist of preparing designs for new elevators within City Hall. The plans should be prepared in a manner that allows for bidding as separate projects as funds become available.

EXHIBIT B

CONSULTANT'S PROPOSAL

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

EXHIBIT C

FEE SCHEDULE

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF RESOLUTION REQUIRING AMENDMENT TO CITY'S PURCHASING POLICY TO REQUIRE ALL NEW EXPENDITURES RELATING TO THE HEALTH DEPARTMENT TO BE APPROVED BY THE CITY COUNCIL

RECOMMENDATION:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DIRECTING STAFF TO ADD LANGUAGE TO THE CITY'S PURCHASING POLICY REGARDING CITY COUNCIL APPROVAL OF ALL PROPOSED NEW EXPENDITURES RELATING TO THE ESTABLISHMENT OF THE WEST COVINA HEALTH DEPARTMENT

BACKGROUND:

At the February 18, 2025 City Council meeting, Council Member Cantos requested a resolution establishing a policy requiring all new expenditures relating to the establishment of a Health Department to be approved by the City Council.

DISCUSSION:

In 2021, City Council directed staff to establish a West Covina Health Department and entered into an agreement with Transtech Engineers, Inc. to assist in establishing a West Covina health Department.

The total contract amount, including the 1st Amendment, is \$598,190. During the last three and a half years, the California Department of Public Health (CDPH) has been working towards updating the public health regulations pertaining to establishing a Health Department and other public health issues. Since May 2021, staff has been meeting monthly with CDPH in their development of the application, certification, and regulatory process. There have been monthly costs incurred since initiating a West Covina Health Department.

Council Member Cantos' request is for any and all proposed new expenditures outside the approved budget to be presented to City Council for consideration, review, discussion and adoption before proceeding with any new expenditures. Staff believe this request can be implemented by adding language to the City's Purchasing Policy.

The following is the proposed language to be included in the City's Purchasing Policy:

West Covina Health Department Expenditures

Pursuant to Resolution No. 2025-20, any proposed purchase or budgetary allocation relating to the establishment of the West Covina Health Department requires prior approval from the City Council. This section shall not be amended or removed without prior direction from the City Council.

LEGAL REVIEW:

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

Prepared by: Maria-Luisa Olea, Acting Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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. 2025-10 - Health Department Expenditures

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

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DIRECTING STAFF TO ADD LANGUAGE TO THE CITY'S PURCHASING POLICY REGARDING CITY COUNCIL APPROVAL OF ALL PROPOSED NEW EXPENDITURES RELATING TO THE ESTABLISHMENT OF THE WEST COVINA HEALTH DEPARTMENT

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

WHEREAS, since 2021, the City has been working to establish the West Covina Health Department; and

WHEREAS, on February 18, 2025, Council Member Cantos made a request that the City establish a policy requiring that all proposed new expenditures relating to the West Covina Health Department be presented to the City Council for review and approval; and

WHEREAS, the City Council desires to direct staff to add language to the City's Purchasing Policy requiring that all proposed purchases and budgetary allocations relating to the establishment of the West Covina Health Department first be approved by the City Council.

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

SECTION 1. The City Council hereby directs staff to add the following language to the City's Purchasing Policy:

West Covina Health Department Expenditures

Pursuant to Resolution No. 2025-20, any proposed purchase or budgetary allocation relating to the establishment of the West Covina Health Department requires prior approval from the City Council. This section shall not be amended or removed without prior direction from the City Council.

SECTION 2. City staff shall not amend or remove from the City's Purchasing Policy the language set forth in this resolution without prior direction from the City Council.

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 take effect immediately.

APPROVED AND ADOPTED this 18th day of March, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-20 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of March, 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES TO FOOTHILL TRANSIT

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the Supplemental Law Enforcement Services Agreement with Foothill Transit for the provision of supplemental law enforcement services by the West Covina Police Department.

BACKGROUND:

Foothill Transit, the main public transit company in the San Gabriel and Pomona valleys, recently contacted the West Covina Police Department, seeking law enforcement operations targeting the safety of their bus operations within the City.

DISCUSSION:

Foothill Transit and City staff have cooperatively drafted an agreement to have sworn West Covina Police Officers provide supplemental law enforcement services for targeted bus operations in West Covina, on an overtime basis. These supplemental police services include targeted enforcement of laws at bus stops and along bus routes, deterring criminal activity through police presence along bus corridors, and community engagement with bus riders and operators in West Covina. Officers would be assigned at the Police Department's discretion, subject to workforce availability, and in accordance with 30-day advance written requests from Foothill Transit. Foothill Transit will reimburse the City based on the fully allocated overtime hourly rates (including salaries, benefits, etc.) of the sworn personnel (currently \$133.65 per overtime hour for an Officer, \$148.41 for a Corporal, and \$153.63 for a Sergeant), up to a maximum of \$150,000 per year. The Supplemental Law Enforcement Agreement will have a term of five years unless terminated earlier. The proposed agreement is included as Attachment No. 1.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

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

Additional Approval: Tony Cortina, Chief of Police

Fiscal Impact**FISCAL IMPACT:**

It is anticipated that this agreement will be completed in the last quarter of Fiscal Year 2024-25. As the budget did not account for the proposed contract, the Police Department could possibly absorb the costs for those few months in its current budget, which will be offset by revenue from the contract. For the following Fiscal Year (2025-26), the Police Department will need its overtime budget increased by \$150,000. The additional cost will be offset by reimbursements from Foothill Transit and incorporated into the Fiscal Year 2025-26 Budget, if approved, so there will be no impact to the City's General Fund.

Attachments

Attachment No. 1 – Agreement with Foothill Transit for WCPD Supplemental Law Enforcement Services

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
FOOTHILL TRANSIT**

THIS SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT ("Agreement") is entered into as of March 18, 2025 ("Effective Date") by and between the CITY OF WEST COVINA, a California municipal corporation ("West Covina") and FOOTHILL TRANSIT, a California Joint Powers Authority ("Foothill Transit").

RECITALS

WHEREAS, Foothill Transit is desirous of contracting with West Covina for the performance of supplemental law enforcement functions relating to targeted bus operations in the City of West Covina; and

WHEREAS, West Covina is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0. TERM

The term of this Agreement shall begin on the Effective Date and shall remain in effect for five (5) years, unless sooner terminated or extended as provided herein.

2.0. WEST COVINA'S DUTIES

2.1. Scope of Services. West Covina agrees, through its Police Department, to provide supplemental law enforcement services to Foothill Transit for targeted bus operations as requested by Foothill Transit and as mutually agreed upon by Foothill Transit and West Covina. Such services shall be rendered by regularly appointed peace officers who are employed by West Covina and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the West Covina Police Department. The amount and type of supplemental law enforcement services provided by West Covina to Foothill Transit for any specific operation shall be subject to availability as determined by West Covina in its sole and absolute discretion. Foothill Transit acknowledges, understands and agrees that West Covina may decline to provide supplemental law enforcement services for specific operations based on such determinations of availability.

2.2. Provision of Equipment. West Covina shall furnish and supply all necessary personnel, equipment, and supplies necessary to provide the supplemental law enforcement services to be provided pursuant to this Agreement.

2.3. Employment Benefits. West Covina shall be responsible for the payment of all salaries, wages, and other compensation and benefits to West Covina employees who perform supplemental law enforcement services to Foothill Transit pursuant to this Agreement. All West

Covina employees who provide services pursuant to this Agreement shall remain employees of West Covina and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Foothill Transit based on this Agreement. No West Covina employees shall become employees of Foothill Transit in connection with providing services pursuant to this Agreement.

2.4. Supervision and Discipline. Except as set forth herein, West Covina shall be responsible for the supervision and discipline of all employees who perform services to Foothill Transit pursuant to this Agreement in accordance with the West Covina's Police Department's policies and procedures.

3.0. Foothill Transit Duties

If Foothill Transit requires supplemental law enforcement services for a specific operation, Foothill Transit shall submit a written request to the Chief of Police of West Covina at least thirty (30) days prior to the date of the event. The request shall contain the date or dates of the operation, number of hours of services requested, number of personnel requested, classification of personnel requested, and duties and responsibilities associated with the services requested. Foothill Transit acknowledges and agrees West Covina will be under no obligation to consider requests for services that have not been requested by Foothill Transit at least thirty (30) days prior to the operation.

4.0. Compensation; Billing

4.1. Compensation. Foothill Transit agrees to pay West Covina at West Covina's then-current Fully Allocated Hourly Rates, based on the Patrol rates, for officers providing services pursuant to this Agreement. Foothill Transit acknowledges and agrees that such hourly rates will be adjusted on July 1 of each year to reflect the budgeted salaries and benefits for each position. For reference, the current Fully Allocated Hourly Rates are set forth below.

Police Officer - \$133.65 per hour
Corporal - \$148.41 per hour
Sergeant - \$153.63 per hour

4.2. Maximum Annual Compensation. West Covina and Foothill Transit agree that West Covina's annual compensation shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00).

4.3. Invoices and Payments. West Covina will submit to Foothill Transit an invoice for the services provided on a quarterly basis. Foothill Transit agrees to pay each invoice within thirty (30) days from the date of West Covina's invoice.

5.0. Indemnification

5.1. Foothill Transit Indemnification and Hold Harmless. To the fullest extent permitted by law, Foothill Transit shall indemnify, defend, and hold harmless West Covina, its elected and appointed officials, officers, employees, and agents 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 or connected with Foothill Transit's acts and/or omissions arising from and/or relating to this Agreement.

5.2. West Covina Indemnification and Hold Harmless. To the fullest extent permitted by law, West Covina shall indemnify, defend, and hold harmless Foothill Transit, its elected and appointed officials, officers, employees, and agents 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 or connected with West Covina's acts and/or omissions arising from and/or relating to this Agreement.

6.0. INSURANCE

West Covina and Foothill Transit shall each provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at each party's sole option and discretion, to satisfy its indemnity obligations under this Agreement.

7.0. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to the other party. In the event of termination, Foothill Transit shall compensate West Covina for services performed through the effective date of the termination.

8.0. NOTICES

All notices, invoices, requests or approvals to be given under this Agreement must be in writing and will be deemed served when delivered personally, by email, provided that no delivery failure notification has been received, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

To Foothill Transit:

Foothill Transit
Attention: John Curley, Chief of Safety and Security
100 S. Vincent Avenue Suite 200
West Covina, CA 91790

To West Covina:

City of West Covina Police Department
Attention: Tony Cortina, Chief of Police
1444 W. Garvey Ave. S.
West Covina, CA 91790

9.0. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the express written consent of the other party.

10.0. WAIVER

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.

11.0. FORCE MAJEURE

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.

12.0. 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.

13.0. 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.

14.0. INDEPENDENT CONTRACTOR

The parties understand and agree that in performing the services under this Agreement, West Covina and any person employed by or contracted with West Covina to furnish labor and/or materials under this Agreement shall act as and be an independent contractor and not an agent or employee of Foothill Transit.

15.0. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into for the sole benefit of West Covina and Foothill Transit 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.

16.0. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, 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.

17.0. GOVERNING LAW; VENUE

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.

18.0. 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, approved as to form by the City Attorney for West Covina and General Counsel for Foothill Transit; and signed by the parties in interest at the time of such modification.

19.0. 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.

20.0. 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.

[SIGNATURE PAGE FOLLOWS.]

CITY OF WEST COVINA

Paulina Morales
City Manager

Tony Cortina
Chief of Police

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Sherrick
Assistant City Clerk

Thomas P. Duarte
City Attorney

FOOTHILL TRANSIT

Doran Barnes
Chief Executive Officer

Date

APPROVED AS TO FORM:

Darold Pieper
General Counsel



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 18, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: PENSION PREFUNDING INFORMATION

RECOMMENDATION:

It is recommended that the City Council provide direction.

BACKGROUND:

At the February 18, 2025 City Council meeting, Councilmember Cantos requested that the City Council explore feasibility of establishing Section 115 Pension Trust, as City of Cypress, and compare returns vs State Treasury.

DISCUSSION:

Attached please find the PowerPoint presentation.

OPTIONS:

Receive and file.

Prepared by: Maria-Luisa Olea, Assistant Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Prefunding Information

SECTION 115 PENSION TRUST FUND

MARCH 18, 2025

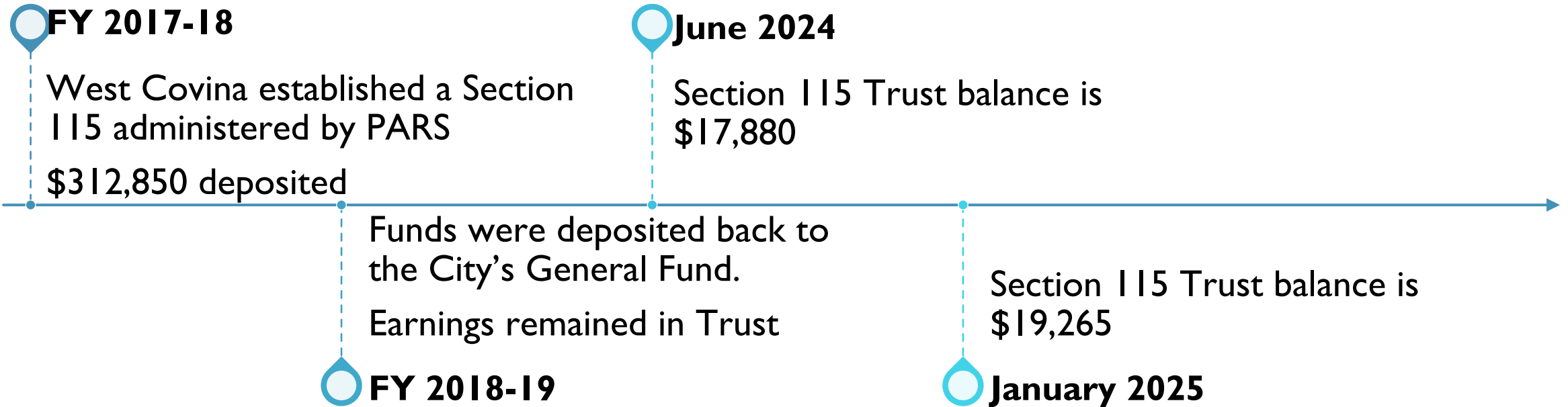


SECTION 115 TRUST

What is a Section 115 Trust

- Trust designed for the purpose of pre-funding pension obligations and/or OPEB obligations
- Tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California

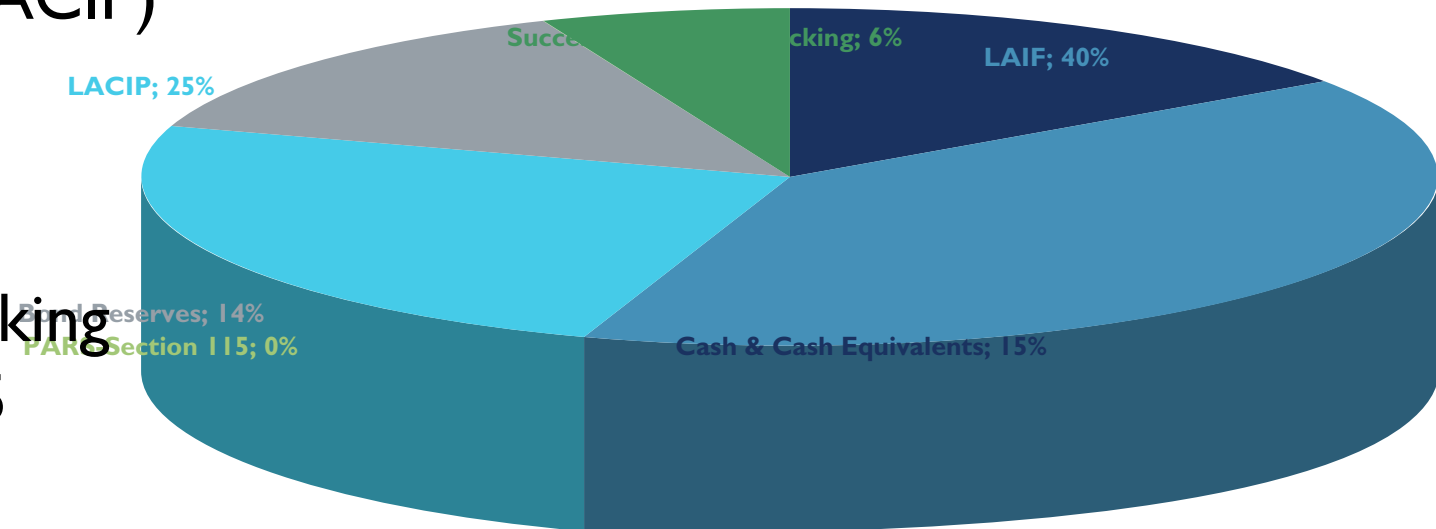
BACKGROUND



CURRENT INVESTMENT PORTFOLIO SNAPSHOT

- 40% invested in Local Agency Investment Fund (LAIF)
- 25% invested in Los Angeles County Investment Pool (LACIP)
- 14% held in Bond Reserves
- 15% City's Cash & Cash Equivalents
- 6% Successor Agency Checking
- Less than 1% in Section 115

INVESTMENT PORTFOLIO
AS OF JANUARY 31, 2025



PRO'S OF A SECTION 115 TRUST

Grow assets for future pension contributions (Normal Cost, UAL)

- Create a rainy day fund and preserve liquidity
- The assets are offset with the liability (OPEB or Pension)

Earns higher than LAIF or County Treasurer

	1 Year	3 Year	5 Year	Current Holdings
LAIF	3.93%	2.16%	1.78%	\$56M
LACIP	4.19%	3.67%	2.47%	\$36M
PARS	11.92%	2.29%	6.68%	\$19K



Review Cash and Fund Balance available with the budget process to determine what funds can be made available for Section 115 consideration



As part of the Corrective Action with the State, the City will be maintaining 18% as unassigned General Fund balance. There were funds set aside for OPEB liabilities that were transferred back to the General Fund.



Issue an RFP for investment management and advisory services

FUTURE STEPS

QUESTIONS

