CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JULY 1, 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 JULY 1, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Chaplin Lisa Mayo

PLEDGE OF ALLEGIANCE
Led by Mayor Pro Tem Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificate Celebrating One Veg World's 21 Years of Business
- Proclamation Recognizing Parks Make Life Better
- Accommodation Retirement Acknowledging Lydia De Zara's Retirement

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 JUNE 17, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 17, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

That the Council approve the June 17, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the June 17, 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.*

CITY MANAGER'S OFFICE

2) CONSIDERATION OF CANCELLATION OF THE CANCELLATION OF THE AUGUST 5, 2025 AND NOVEMBER 4, 2025 COUNCIL MEETINGS

It is recommended that the City Council cancel the following City Council Meetings:

- August 5, 2025 (National Night Out)
- November 4, 2025 (Election Night)

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN ENGINEERING SERVICES FOR THE AZUSA AVENUE PEDESTRIAN HANDICAP ACCESSIBILITY & SIGNAL SYNCHRONIZATION IMPROVEMENTS PROJECT - PROJECT NO. 23008

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

1. Award Request for Proposals (RFP) No. 2025-07 for Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project to Kimley Horn and Associates, Inc. (“Kimley Horn”).
2. Authorize the Acting City Manager to negotiate and execute a Professional Services Agreement with Kimley Horn, in an amount not to exceed $544,121.31, in such final form as approved by the City Attorney.
3. Authorize a design contingency budget of $90,362.65 for the optional fiber design services to be determined based on the preliminary design recommendations, to be used, if necessary, with the Acting City Manager’s approval.
4. Authorize the Acting City Manager to negotiate and execute any amendments within the authorized contingency.

4) CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT COMPLIANCE SERVICES AND SAFE, CLEAN WATER (SCW) PROGRAM SERVICES

It is recommended that the City Council authorize the Acting City Manager to execute a Professional Services Agreement with John L. Hunter & Associates, Inc. for National Pollutant Elimination System (NDPES) permit compliance services and Safe, Clean Water (SCW) Program services for an initial term of two (2) years, with three optional one (1) year extensions, in an annual amount not to exceed $90,000, in such final form as approved by the City Attorney.

COMMUNITY SERVICES

5) CONSIDERATION OF SUBAWARD BETWEEN LOS ANGELES COUNTY AND CITY OF WEST COVINA FOR 2025-26 ELDERLY NUTRITION PROGRAM (ENP)

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

1. Adopt the following resolution:

RESOLUTION NO. 2025-55 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR THE ELDERLY NUTRITION PROGRAM (SUBAWARD NUMBER ENP 252609) AND AUTHORIZING THE CITY MANAGER OR THE ACTING CITY MANAGER TO EXECUTE THE SUBAWARD AGREEMENT AND FUTURE AMENDMENTS TO THE SUBAWARD AGREEMENT

2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers, including any amendments to such agreements and purchase orders.

FIRE DEPARTMENT

6) CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN WITTMAN ENTERPRISES, LLC AND THE CITY OF WEST COVINA FOR AMBULANCE BILLING SERVICES

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

1. Authorize the Acting City Manager to execute a Professional Services Agreement with Wittman Enterprises, LLC for ambulance billing services for a term of August 1, 2025 through July 30, 2030, in such final form as approved by the City Attorney; and
2. Authorize the Acting City Manager to negotiate and execute all documents necessary in connection with the ambulance billing services, in such final form as approved by the City Attorney.

7) CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN FIRE RECOVERY USA AND THE CITY OF WEST COVINA FOR INSPECTION AND PERMIT BILLING SERVICES

It is recommended that the City Council authorize the Acting City Manager to execute a Professional Services Agreement with Fire Recovery USA, LLC for inspection and permit billing services for a five-year term, in such final form as approved by the City Attorney.

8) CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2532 UPDATING FIRE HAZARD SEVERITY ZONES (FHSZ) WITHIN WEST COVINA PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178 AND THE CALIFORNIA FIRE CODE

It is recommended that the City Council introduce the following Ordinance:

ORDINANCE NO. 2532 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

9) TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING TO CONSIDER THE ISSUANCE OF TAX-EXEMPT BONDS FOR EMANATE HEALTH QUEEN OF THE VALLEY HOSPITAL

It is recommended that the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Emanate Health .
2. Adopt the following Resolution:

RESOLUTION NO. 2025-42 - A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY NOT TO EXCEED $90,000,000, FOR THE BENEFIT OF EMANATE HEALTH, TO FINANCE AND/OR REFINANCE CAPITAL PROJECTS WITH RESPECT TO CERTAIN HEALTHCARE FACILITIES LOCATED IN THE CITY OF WEST COVINA

DEPARTMENTAL REGULAR MATTERS

MAYOR/COUNCILMEMBERS REPORTS

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting July 15, 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 ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE JUNE 17, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 17, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the June 17, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the June 17, 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 - 6/17/2025 Closed Session Minutes Draft

Attachment No. 2 - 6/17/2025 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JUNE 17, 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, June 3, 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 Ollie Cantos, Rosario Diaz, Brian Gutierrez, Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Absent: None

City Staff: Milan Mrakich, Acting City Manager, Roxanne Lerma, Assistant City Manager, Thomas Duarte, City Attorney, Gerardo Rojas, Acting Economic Development and Housing Manager, Attorney Michael Wroniak, Collins + Collins.

DRAFT

ATTACHMENT NO. 1

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

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

1.Ruben Ramirez Vallejo v. City of West Covina, et al. (LA Superior Court Case No.24PSCV02984)

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4)

Number of Cases: One (1)

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

Number of Cases: One (1)

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

Property: (811 S. Sunset Avenue, West Covina) APN: 8468-016-904)
Agency Negotiator: Mrakich, Duarte
Negotiating Parties: Envision Hotel Partners
Under Negotiation: Price and Terms of Purchase

5. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Mrakich, 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

DRAFT

Unrepresented Employee Group
- Department Heads

ADJOURNMENT
A motion to adjourn the Regular Closed Meeting was made by Mayor Tony Wu, and the meeting was adjourned at 11:41p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, July 1, 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

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JUNE 17, 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

MINUTES

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INVOCATION
Led by Pastor Mason Okubo from Immanuel First Lutheran

PLEDGE OF ALLEGIANCE
Led by Councilmember Gutierrez

ROLL CALL
Council Members
Present: Council Members Ollie Cantos, Rosario Diaz, Gutierrez, Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

REPORTING OUT FROM CLOSED SESSION
None

PRESENTATIONS

- Certificates Recognizing the Girl Scouts Gold Award Recipients
- Certificates Recognizing the South Hills School Medical Care Program
- Certificates Recognizing West Covina Police Department Offices for Life-Saving Heroics
- Presentation Highlighting the Palmview Center Open House

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Doug Fore
John Shewmaker
Mathew Prysionsky
Jim Grivich
Valerie Munoz
Brian Amialfitano
Ernesto Garcia
Christina Larios
Brian Calderon Tabatabai
Josh Guerrero
Shahrzad
Marie Thomas
Michael Fortanasce
Adela Harris
Glenn Kennedy
Natale (not sure of the correct name)
Trever Jackson

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 Councilmember Gutierrez, 5-0 to: *Approve Consent Calendar Items 1,2, 4,5,7,8,and 9. (Item No. 3 and 10 were pulled by Councilmember Gutierrez and Councilwoman Diaz pulled Item No. 6)*

ACTION: Motion by Councilmember Cantos and Second by Councilmember Gutierrez, 5-0 to: *Approve Consent Calendar Item No. 3. (Item No. 3 was pulled by Councilmember Gutierrez)*

ACTION: Motion by Councilwoman Diaz and Second by Councilmember Diaz, 5-0 to: *Approve Consent Calendar Item NO. 6. (Item No. 6 was pulled by Councilwoman Diaz).*

DRAFT

ACTION: Motion by Councilmember Gutierrez and Second by Councilman Cantos, 5-0 to: *Approve Consent Calendar Item 10. (Item No. 10 was pulled by Councilmember Gutierrez)*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE JUNE 3, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 3, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

Carried 5-0 to: approve the June 3, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the June 3, 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 INTRODUCTION OF ORDINANCE NO. 2531 TO AMEND CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CHANGES TO THE TRAFFIC COMMITTEE RULES AND ITS DUTIES**

Carried 5-0 to: introduce the following ordinance:

> **ORDINANCE NO. 2531 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CHANGES TO THE TRAFFIC COMMITTEE AND ITS DUTIES**

CITY MANAGER'S OFFICE

3) **CONSIDERATION OF AGREEMENT FOR BUS SHELTER CLEANING SERVICES**

Carried 5-0 to: take the following actions:

1. Find that the City's bidding requirements and procedures are inefficient and not in the best interest of the City for the procurement of bus shelter cleaning services in accordance with Section 2-335(10) of the West Covina Municipal Code.
2. Authorize the Acting City Manager to negotiate and execute an agreement with Valley Light Center for Social Advancement for bus shelter cleaning services, for a term of month to month; and
3. Authorize the City Manager to exercise the extension options.

DRAFT

4) **CONSIDERATION OF ANNUAL REPORT AND RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR THE AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025-26**

Carried 5-0 to:

1. Approve the Annual Report for Fiscal Year 2025-26 for the West Covina Auto Plaza Business Improvement District.
2. Adopt the following resolution:

RESOLUTION NO. 2025-37 - A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AN ASSESSMENT WITHIN THE BUSINESS IMPROVEMENT AREA KNOWN AS THE WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025-26 AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON

COMMUNITY DEVELOPMENT

5) **CONSIDERATION OF AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR TRAFFIC SIGNAL DESIGN SERVICES FOR THE CITRUS STREET AND CAMERON AVENUE TRAFFIC SIGNAL DESIGN PROJECT - PROJECT NO. 23010**

Carried 5-0 to: take the following actions:

1. Award Request for Proposals (RFP) No. 2025-03 for Traffic Signal Design Services for the Citrus Street and Cameron Avenue Traffic Signal Design Project to Kimley-Horn and Associates, Inc.; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed $122,343.00, in such final form as approved by the City Attorney.

6) **CONSIDERATION OF AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PRELIMINARY ENGINEERING PHASE SERVICES FOR SAFE ROUTES TO SCHOOL & PEDESTRIAN SAFETY PROJECT - PROJECT NO. ATPL05259(032)**

Carried 5-0 to: take the following actions:

1. Award Request for Proposals (RFP) No. 2025-04 for Preliminary Engineering Phase Services for the Safe Routes to School & Pedestrian Safety Project to Kimley-Horn and Associates, Inc.; and
2. Authorize the Acting City Manager to negotiate and execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed $183,611.37, in such final form as approved by the City Attorney.

DRAFT

7) **CONSIDERATION OF LIST OF FISCAL YEAR 2025-2026 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2025-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING A LIST OF FISCAL YEAR 2025-2026 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

8) **CONSIDERATION OF APPROVAL OF TRAFFIC RECOMMENDATIONS FROM THE TRAFFIC COMMITTEE MEETINGS BETWEEN FEBRUARY 2025 THROUGH MAY 2025**

Carried 5-0 to: approve the Traffic Committee recommendations detailed in the staff report for traffic engineering improvements citywide from the meetings held between February 2025 through May 2025.

FINANCE DEPARTMENT

9) **CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2025-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026

PUBLIC WORKS

10) **CONSIDERATION OF SIXTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC.**

Carried 5-0 to: authorize the Acting City Manager to execute the Sixth Amendment to the Maintenance Services Agreement with West Coast Arborists, Inc. providing for a month-to-month extension of the agreement, in such final form as approved by the City Attorney.

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

DRAFT

11) **REPORT ON JOB VACANCIES AND RECRUITMENT AND RETENTION EFFORTS PURSUANT TO ASSEMBLY BILL 2561**

Those in Favor:
None

Those in Opposition:
None

Those Neutral:
JD

ACTION: It is recommended that the City Council receive and file this report.

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

12) **PRESENTATION ON THE WEST COVINA HEALTH DEPARTMENT**

It is recommended that the City Council receive and file the presentation.

FINANCE DEPARTMENT

13) **CONSIDERATION OF FISCAL YEAR 2025-26 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

ACTION: Motion by Councilmember Gutierrez and Second by Councilman Cantos Diaz, 5-0 to: *Approve* the Fiscal Year 2025-26 Operating and Capital Improvement Plan Budget by adopting the following resolution:

RESOLUTION NO. 2025-40 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PLAN BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2025-26

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

DRAFT

- *Councilman Cantos – As Council to approve a study by the City Attorney and staff; what are the benefits, pitfalls, and to look at the issue more in depth for a public safety tax. 4-1 (Tony: No)*
- *Councilman Cantos – Start the process to bring aboard an independent entity to recruit a City Manager. – No objection*
- *Councilmember Cantos – Direct HR to establish the principle of progressive discipline/improvement with regard to the evaluation, retention and possible discipline of the City Manager position and other staff.(establish a policy) - 4-1 (Tony: No)*
- *Councilman Cantos – Direct staff to a revisit the Code to allowing for spot zoning (drive through restaurants). – No objection.*
- *Councilmember Gutierrez – Direct staff to provide monthly reports on contracts under the City Managers authority. No objection*
- *Councilmember Gutierrez – Direct the City Manager present on the revenues and expenditures for the Mega Moon Festival as well as Kiwanis and other events held in the City. – No objection.*
- *Mayor Pro Tem Lopez-Viado – what system is in place to address the scope of work on contracts and indemnifications are there.*

CITY COUNCIL COMMENTS

- *Mayor Pro Tem Lopez-Viado – Would like to improve the current system in place to address the scope of work on contracts and RFP's..*

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Tony Wu, and the meeting was adjourned at 10:20 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, July 1, 2025, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Tony Wu
Mayor

DRAFT

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF CANCELLATION OF THE CANCELLATION OF THE AUGUST 5, 2025 AND NOVEMBER 4, 2025 COUNCIL MEETINGS**

RECOMMENDATION:

It is recommended that the City Council cancel the following City Council Meetings:

- August 5, 2025 (National Night Out)
- November 4, 2025 (Election Night)

BACKGROUND:

The City Council holds regular City Council Meetings on the 1st and 3rd Tuesday of each month. Meetings that conflict with a national holiday, lack a quorum, or, at the discretion of the City Council, may be canceled so long as advance notice is provided to the public.

DISCUSSION:

City staff is presenting this item for the City Council's consideration and to provide advance notice to the public. Historically, the City Council has canceled meetings due to special events (i.e. National Night Out, Election Night), proximity to holidays, and light agendas.

Staff is recommending canceling the following City Council meetings:

- August 5, 2025 - this is National Night Out
- November 4, 2025 - meeting lands on Election Day

OPTIONS:

The City Council has the following options:
1) Approve staff's recommendation;
2) Reschedule the meetings to alternative dates; or
3) Provide alternative direction.

Prepared by: Lisa Sherrick, Assistant City Clerk
Additional Approval: Roxanne E. Lerma, Assistant City Manager

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
Enhance City Image and Effectiveness

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN ENGINEERING SERVICES FOR THE AZUSA AVENUE PEDESTRIAN HANDICAP ACCESSIBILITY & SIGNAL SYNCHRONIZATION IMPROVEMENTS PROJECT - PROJECT NO. 23008**

RECOMMENDATION:

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

1. Award Request for Proposals (RFP) No. 2025-07 for Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project to Kimley Horn and Associates, Inc. (“Kimley Horn”).
2. Authorize the Acting City Manager to negotiate and execute a Professional Services Agreement with Kimley Horn, in an amount not to exceed $544,121.31, in such final form as approved by the City Attorney.
3. Authorize a design contingency budget of $90,362.65 for the optional fiber design services to be determined based on the preliminary design recommendations, to be used, if necessary, with the Acting City Manager’s approval.
4. Authorize the Acting City Manager to negotiate and execute any amendments within the authorized contingency.

BACKGROUND:

In April 2022, the City Engineering Department submitted a grant application for the proposed Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project through the Office of Congresswoman Grace F. Napolitano to be considered for the Fiscal Year (FY) 2023 Community Project Funding/Congressionally Directed Spending (CPFCDS) program. The requested funds were in the amount of $7,000,000.

The proposed project was included in the FY 2023 Government Funding Legislation as part of the Community Project Funding for the House and the Congressionally-Directed Spending by the US Senate.

The project involves pedestrian handicap accessibility and signal synchronization improvements along Azusa Avenue from the northerly city limit (West Badillo Street) to the southerly city limit (south of Amar Road). The project will identify existing obstacles limiting accessibility and will provide improvements within the public right-of-way to improve pedestrian accessibility within the corridor. The proposed section of Azusa Avenue is approximately four miles long.

The work involves evaluating public facilities within the public right-of-way for ADA compliance (including curb ramps, sidewalks, curbs and gutters, driveway approaches, pedestrian crossings, and similar infrastructure) and making any necessary improvements to ensure these facilities meet ADA standards. The project also provides traffic signal synchronization along the Azusa Avenue corridor by modifying traffic signal standards (poles, mast arms, cabinets, controllers, conduits, etc.) and signal interconnect improvements. In addition, the work will include pavement rehabilitation on the Azusa Avenue corridor, striping, signage improvements and related improvements.

DISCUSSION:

On April 24, 2025, City staff issued a Request for Proposals (RFP) for Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project. The primary objective of the RFP was to have the selected engineering consultant provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and ready for construction bidding for the improvements outlined in the RFP.

The RFP closed on May 15, 2025, and the City received three (3) proposals from the following firms:

- Kimley Horn and Associates, Inc.
- System Metrics Group, Inc.
- TKE Engineering, Inc.

The process of selecting the most qualified firm to provide the Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project began with careful evaluation of all proposals received, based on the criteria and evaluation point system outlined in the RFP by staff, which is shown on the table below. The review panel of City staff comprised of the Deputy Community Development Director, the Deputy Public Works Director, and the CIP Project Manager.

Evaluation Criteria	**Max Points**
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design within the required time duration.	15
Total Points	**100**

From the review of the proposals, the following score averages were reached for each of the design firms:

Design Firm	**Average Score**
Kimley Horn and Associates, Inc.	94.33
TKE Engineering, Inc.	87.67
System Metrics Group, Inc.	86.67

Based on the review panel scores, staff determined that Kimley Horn submitted the most qualified proposal. Kimley-Horn’s proposal was the most comprehensive and demonstrated the best understanding of the requested services. Kimley-Horn included several similar projects as relevant experience. Furthermore, Kimley-Horn’s proposed project manager and proposed team (including a specialized subconsultant) demonstrated relevant project experience and strong background on similar federal funded projects with strict timelines and requirements.

Staff negotiated the proposed design scope and fees with Kimley Horn, and reduced the proposed design fees fro m $992,861.39 to $544,121.31. Staff also recommends a design contingency budget of $90,362.65 for the optional fiber design services. Based on the preliminary design findings and recommendations, the proposed traffic signal synchronization system (wireless or fiber) can be determined. There is an additional design cost to design the fiber system, which can be added to the budget as a design contingency budget, to be determined later in the design.

Staff recommends that the City Council approve a Professional Services Agreement (PSA) for the Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project to Kimley Horn for a total amount of $544,121.31, authorize a design contingency budget of $90,362.65 for the optional fiber design services to be determined based on the preliminary design recommendations and authorize the Acting City Manager to execute the agreement and any amendments within the authorized contingency in such final form as approved by the City Attorney.

Project Timeline

The project federal funds of FY 2023 Community Project Funding/Congressionally Directed Spending (CPFCDS) for the construction phase requires that the project construction funds are obligated prior to September 30, 2026. This requires that the design efforts as part of this agreement are completed prior to this timeline. The design phase is anticipated to be completed in Summer 2026. Any delay in the award of the design phase contract will put the federal funds for construction at risk due to the September 2026 obligation requirement.

LEGAL REVIEW:

The City Attorney's Office has reviewed the draft agreement and approved it as to form and will review and approve the final form of the agreement prior to execution.

OPTIONS:

The City Council has the following options:

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

Prepared by: Robert Ortega, CIP Project Manager

Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

The following is a breakdown of the design engineering phase for RFP No. 2025-07, Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project (23008).

Design Engineering Services (Contract with Kimley Horn and Associates, Inc.)	$544,121.31
Contingency Allowance	$90,362.65
Total Project Design Phase Estimate	**$634,483.96**

The funding for CIP Project No. 23008 Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project was appropriated with $1,800,000 in Fund 235, Measure M.

Project	Fund	Current Budget Balance	Amount Requested	New Balance
23008, Regional Signal Synchronization	235 MEASURE M	$ 1,800,000.00	$ 634,483.96	$ 1,165,516.04
	Total	**$ 1,800,000.00**	**$ 634,483.96**	**$ 1,165,516.04**

Attachments

Attachment No. 1- Technical Proposal

Attachment No. 2- Fee Proposal

Attachment No. 3 - Draft Professional Services Agreement

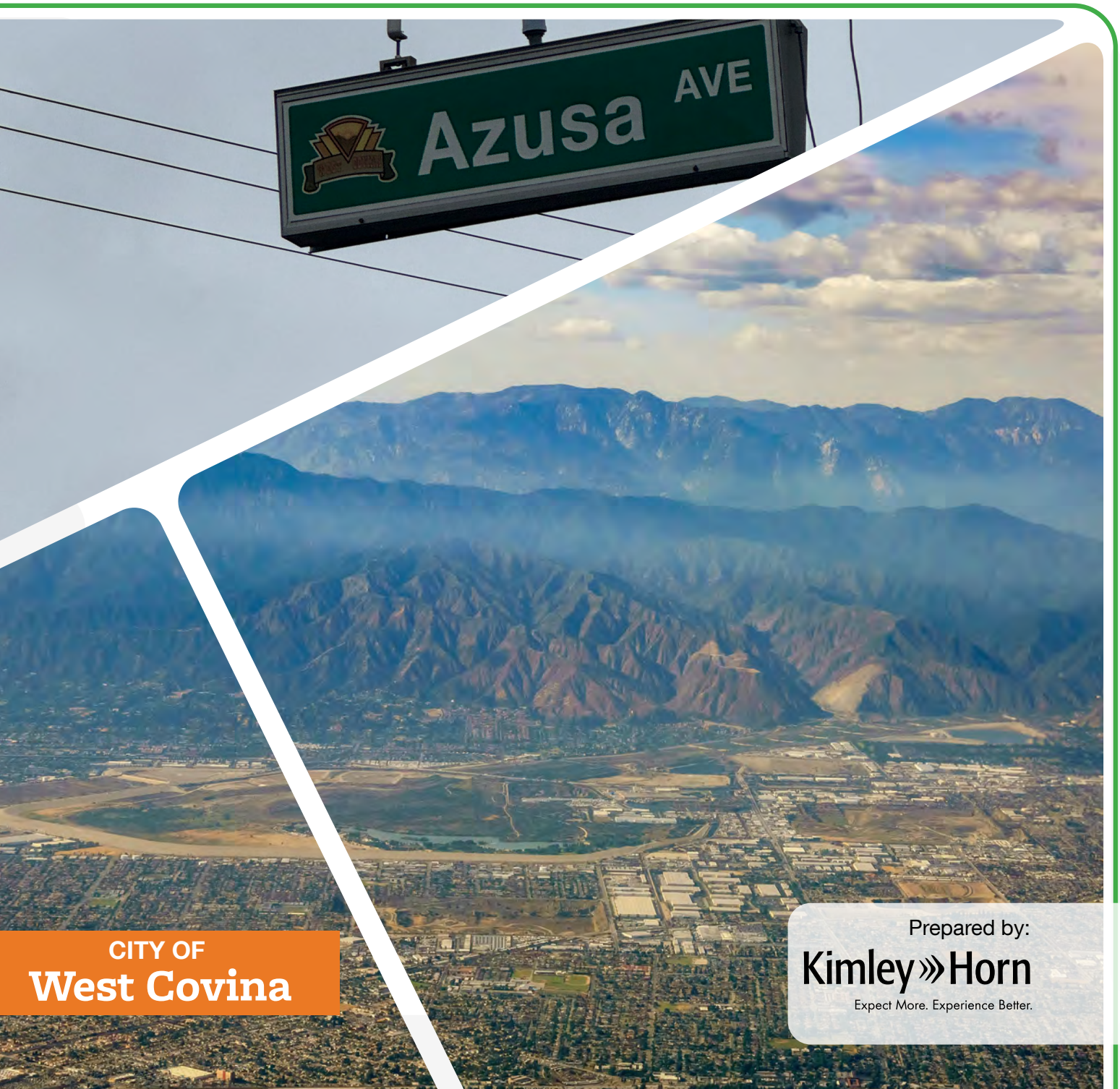
CITY COUNCIL GOALS & OBJECTIVES: An Accessible Community

ATTACHMENT NO. 1

Proposal to

Provide Design Engineering Services for the **Azusa Avenue Pedestrian Handicap Accessibility and Signal Synchronization Improvements Project** (CA985)

Revised June 4, 2025



CITY OF
West Covina

Prepared by:
Kimley»Horn
Expect More. Experience Better.

Cover Letter

June 4, 2025

Jazmin Hernandez, Purchasing Manager
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790

» 660 South Figueroa Street,
Suite 2050
Los Angeles, CA 90017
TEL 213.261.4040

RE: Proposal to Provide Design Engineering Services for the Azusa Avenue Pedestrian Handicap Accessibility and Signal Synchronization Improvements Project (CA985) – RFP No. 2025-07

Dear Ms. Hernandez and Members of the Selection Committee:

The City of West Covina (City) is seeking a responsive consultant to provide pedestrian handicap accessibility and signal synchronization improvements along an approximately 4-mile segment of Azusa Avenue from West Badillo Street to Amar Road. We understand the City seeks to improve pedestrian accessibility within the roadway segment by identifying existing obstacles limiting accessibility and providing improvements within the public right-of-way. Kimley-Horn has extensive experience providing similar services at locations across Los Angeles County. With our project team's extensive local and regional involvement in traffic and safety-related projects, we are well-suited to carry out the City's project needs and goals. *The Kimley-Horn team brings you the following key benefits:*

A Partner You Can Trust. Kimley-Horn has been a partner to the City of West Covina for over 20 years and we value that relationship. Our team is currently working on the City's Highway Safety Improvement Program (HSIP) Cycle 10 project, and we also led the City's Local Road Safety Plan (LRSP) to successful completion. We intend to continue building on this trust the City has already placed in us as we support the efforts of this important project along Azusa Avenue. Project manager Jean Fares, PE will be responsible for leading our team as we provide the scope of services listed in the City's Request for Proposals (RFP). Jean brings over 35 years of experience in the transportation engineering field and has worked closely with numerous San Gabriel Valley municipalities on various traffic signal modification projects. He will be backed by a skilled team of local engineers, planners, and analysts with experience in traffic signal plans, traffic signal timing, bidding/construction support, and more. Our team will approach this project with the needs of the City, residents, and stakeholders in mind—as your partner, we are ready to ***listen, adapt, and develop the right solutions to your concerns*** in order to deliver this project and your vision for Azusa Avenue.

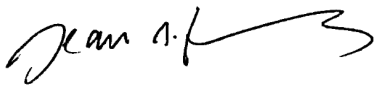
Seasoned Perspective and Client-Oriented Solutions. Our team's vast portfolio of completed projects ranges from street and interchange design to system-wide traffic signal enhancements projects. With our technical knowledge and well-established rapport with City staff, Kimley-Horn offers a flexible and adaptable team who will provide experience-informed solutions for your traffic engineering needs. We are committed to ***providing exceptional service, remaining responsive, and meeting deadlines*** to help keep this project on schedule and within budget.

Extensive Experience with State and Federally Funded Projects. Our team provides tailored solutions to secure and manage funding effectively. Kimley-Horn provides funding administration services to make sure the City is in full compliance with any local, state, and federal regulations and requirements. In addition to our in-house staff, our team includes three subconsultants with whom we regularly partner with on similar projects throughout California: Avant-Garde (Caltrans Grant Administration), Calvada Surveying, Inc. (Survey), and Counts Unlimited (Data Collection). *With Kimley-Horn, you will get a team with the right people, the right City experience, and the right technical expertise*—our streamlined coordination, effective communication, and knowledge of funding guidelines will bring exactly what this project requires to meet your specific needs.

We look forward to the opportunity to continue partnering with the City of West Covina and further your vision for a vibrant and safe community. If you have any questions regarding our proposal, Kimley-Horn's contact person for this proposal will be **Jean Fares, PE**, who can be reached directly at 213.354.9402, via email at jean.fares@kimley-horn.com, or at the Downtown Los Angeles address listed on the previous page.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jean Fares, PE*
Project Manager/Senior Vice President

**Jean Fares, PE has the authority to negotiate and contractually bind the firm.*

Kimley-Horn acknowledges receipt of Addenda 1, 2, and 3 released on May 6, 2025, May 8, 2025, and May 9, 2025, respectively.

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Section 1. Approach and Scope of Work

Project Understanding

The Funding Source

In 2023, the City of West Covina (City) secured $7M of federal funding through the Community Project Funding/ Congressionally Directed Spending (CPFCDS) Program, otherwise known as Congressional Earmark funding, to improve facilities for all road users along Azusa Avenue from the north City limit to the south City limit. Former Congresswoman Grace F. Napolitano supported the City's efforts in acquiring this federal funding and congratulated West Covina for being the third safest city in the United States with a population over 100,000 people.

Congressional Earmark funding requires Caltrans' Local Assistance coordination and administration. The funding is granted to the local agency to which all federalized procedures are required. This funding also includes an Eligibility Application at the time of Final Design, prior to authorizing the funds for use during construction. Even though there are no funds programmed in the design phase, the inclusion of Congressional Earmark funds programmed in construction federalizes the entire project. There is a strict obligation deadline with these funds, so the construction funding must be authorized by September 30, 2026.

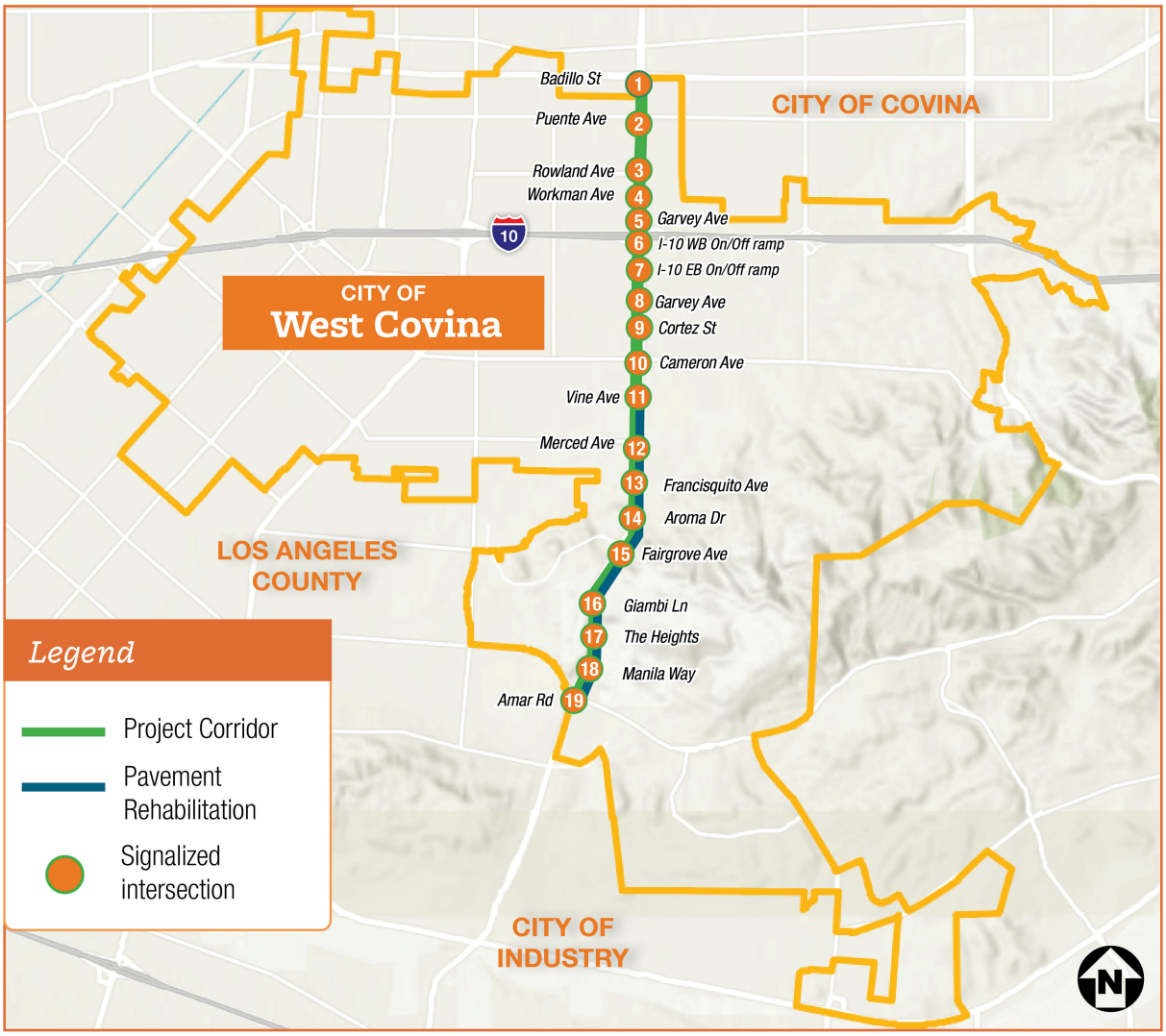
The City plans on using the funding to achieve four primary goals:

1. Improve pedestrian facilities, such as sidewalk, curb ramps, driveway approaches, pedestrian crossings, and curb and gutter to be in compliance with Americans with Disabilities Act (ADA) requirements throughout the corridor.
2. Upgrade and install poles, mast arms, cabinets, controllers, and conduits.
3. Synchronize the corridor by installing signal interconnect.
4. Asphalt resurfacing (coldmill and overlay) and/or pavement maintenance treatments (microsurfacing, etc.) on the south segment of Azusa Avenue between Vine Avenue and the south City limit. This area has a PCI range of 60 to 80.
    a. There is another pavement rehabilitation project from the north City limit to Vine Avenue that we will incorporate into our plans.

The Existing Conditions

This section of Azusa Avenue is approximately 21,120 feet long with 19 signalized intersections as shown on the Vicinity Map in Figure 1. Azusa Avenue is a major arterial road with two lanes in each direction that run north and south in the middle of the City of West Covina, connecting into the City of Covina on the north end and Los Angeles County and the City of Industry on the south end. The I-10 Eastbound and Westbound have exits along the corridor, so the project will require Caltrans Encroachment Permits and review. The corridor is used as a truck route through the City and runs adjacent to residential and commercial land uses.

Figure 1: Azusa Avenue Signalized Intersection Vicinity Map



List of intersections:

1. Azusa Ave and Badillo St
2. Azusa Ave and Puente Ave
3. Azusa Ave and Rowland Ave
4. Azusa Ave and Workman Ave
5. Azusa Ave and Garvey Ave
6. Azusa Ave and I-10 WB On/Off ramp
7. Azusa Ave and I-10 EB On/Off ramp
8. Azusa Ave and Garvey Ave
9. Azusa Ave and Cortez St
10. Azusa Ave and Cameron Ave
11. Azusa Ave and Vine Ave
12. Azusa Ave and Merced Ave
13. Azusa Ave and Francisquito Ave
14. Azusa Ave and Aroma Dr
15. Azusa Ave and Fairgrove Ave
16. Azusa Ave and Giambi Ln
17. Azusa Ave and The Heights
18. Azusa Ave and Manila Way
19. Azusa Ave and Amar Rd

The Kimley-Horn team conducted a field visit on May 4, 2025. Based on this, we have made the following observations:

Table 1: Observable Existing Conditions at Each Intersection

#	Intersections North – South	Existing Conditions				
		Speed Limit (mph)	Existing Timing Operations	Existing Communication Equipment	ADA-Compliant Curb Ramp with Truncated Domes	Existing Detection
1	Azusa Avenue and Badillo Street (City of Covina)	40	Protected left turns on all sides	Wireless	All corners	Loops
2	Azusa Avenue and Puente Avenue	40	Protected left turns on all sides	Wireless	All corners	Loops
3	Azusa Avenue and Rowland Avenue	40	Protected left turns on all sides	Wireless	All corners	Loops
4	Azusa Avenue and Workman Avenue	40	Protected left turns on all sides	Wireless	All corners	Loops
5	Azusa Avenue and North Garvey Avenue	40	Protected left turns on all sides	Wireless	1 non-compliant curb ramp	Loops
6	Azusa Avenue and I-10 WB On/Off ramp (Caltrans)	40	Protected left turns on all sides	N/A	All corners	Loops
7	Azusa Avenue and I-10 EB On/Off ramp (Caltrans)	40	Protected left turns on all sides	N/A	All corners	Loops
8	Azusa Avenue and South Garvey Avenue	40	Protected left turns on all sides	Wireless	All corners	Loops
9	Azusa Avenue and Cortez Street	40	Protected left turns on all sides	Wireless	All corners	Loops
10	Azusa Avenue and Cameron Avenue	45	Protected left turns on all sides	N/A	All corners	Loops
11	Azusa Avenue and Vine Avenue	45	Protected left turns on all sides	N/A	All corners	Loops
12	Azusa Avenue and Merced Avenue	45	Protected left turns on all sides	N/A	All corners	Loops
13	Azusa Avenue and Francisquito Avenue	45	Protected left turns on all sides	N/A	All corners	Loops
14	Azusa Avenue and Aroma Drive	45	Protected left turns on all sides	N/A	Al corners	Loops
15	Azusa Avenue and Fairgrove Avenue	45	Protected left turns on all sides	N/A	All corners	Loops
16	Azusa Avenue and Giambi Lane	45	Protected left turns on all sides	N/A	All corners	Loops

#	Intersections North – South	Existing Conditions				
		Speed Limit (mph)	Existing Timing Operations	Existing Communication Equipment	ADA-Compliant Curb Ramp with Truncated Domes	Existing Detection
17	Azusa Avenue and The Heights	45	Protected left turns on all sides	N/A	All corners	Loops
18	Azusa Avenue and Manila Way	45	Protected left turns on all sides	N/A	2 non-compliant curb ramps	Loops
19	Azusa Avenue and Amar Road	45	Protected left turns on all sides	N/A	All corners	Video

The City has plans to upgrade the curb ramps included in the project limits through the City's ADA Curb Access Ramp Program. We will coordinate with the City to determine where those upgrades will take place while developing the ADA Evaluation Plan. While in the field, we took spot measurements of the existing curb ramps at certain locations. While the curb ramps at the signalized intersections appear to be ADA-compliant, the spot measurements taken show that the curb ramps deviate from ADA standards by less than 1%. For example, at the southwest corner of the intersection of Azusa Avenue and Rowland Avenue, the slope of the ramp is at 9.3%, which exceeds the 2024 Standard Plans for Public Works Construction (SPPWC) maximum by 1% and the 2023 Caltrans Standards by 1.8% (Figure 2).

Figure 2: Southwest Corner at Azusa Avenue and Rowland Avenue



Existing push buttons throughout the corridor use older equipment or are in poor condition, often with faded or missing signs (Figure 3). Pedestrian push buttons at the Caltrans I-10 Eastbound and Westbound ramps were Accessible Pedestrian Signal (APS).

Figure 3: Push Buttons at Manila Way (Left) and Cameron Avenue (Right)



Non-signalized intersections that were stop-controlled at minor streets along the corridor also have ADA-compliant curb ramps with some truncated domes. Figure 4 shows the west leg of the stop-controlled intersection at Azusa Avenue and Portner Street, where a small tip of each curb ramp has truncated domes.

Figure 4: Southwest Curb Ramp (Left) and Northwest Curb Ramp (Right) at Azusa Avenue and Portner Street



Some sidewalks are not ADA-compliant as a result of cracks and bumps due to tree roots. For example, as shown in Figure 5,the sidewalk just south of Portner Street is misshapen due to a nearby tree.

Figure 5: Mishappen Sidewalk South of Portner Street



In our field work, we have identified two signalized intersections that will benefit from curb ramp upgrades: Azusa Avenue/North Garvey Avenue and Azusa Avenue/Manila Way. Figure 6 shows curb ramp measurements at the southwest corner of Azusa Avenue and North Garvey Avenue. Figure 7 shows curb ramp and driveway measurements at the intersection of Azusa Avenue and Manila Way.

Figure 6: Curb Ramp Measurements at Azusa Avenue and North Garvey Avenue

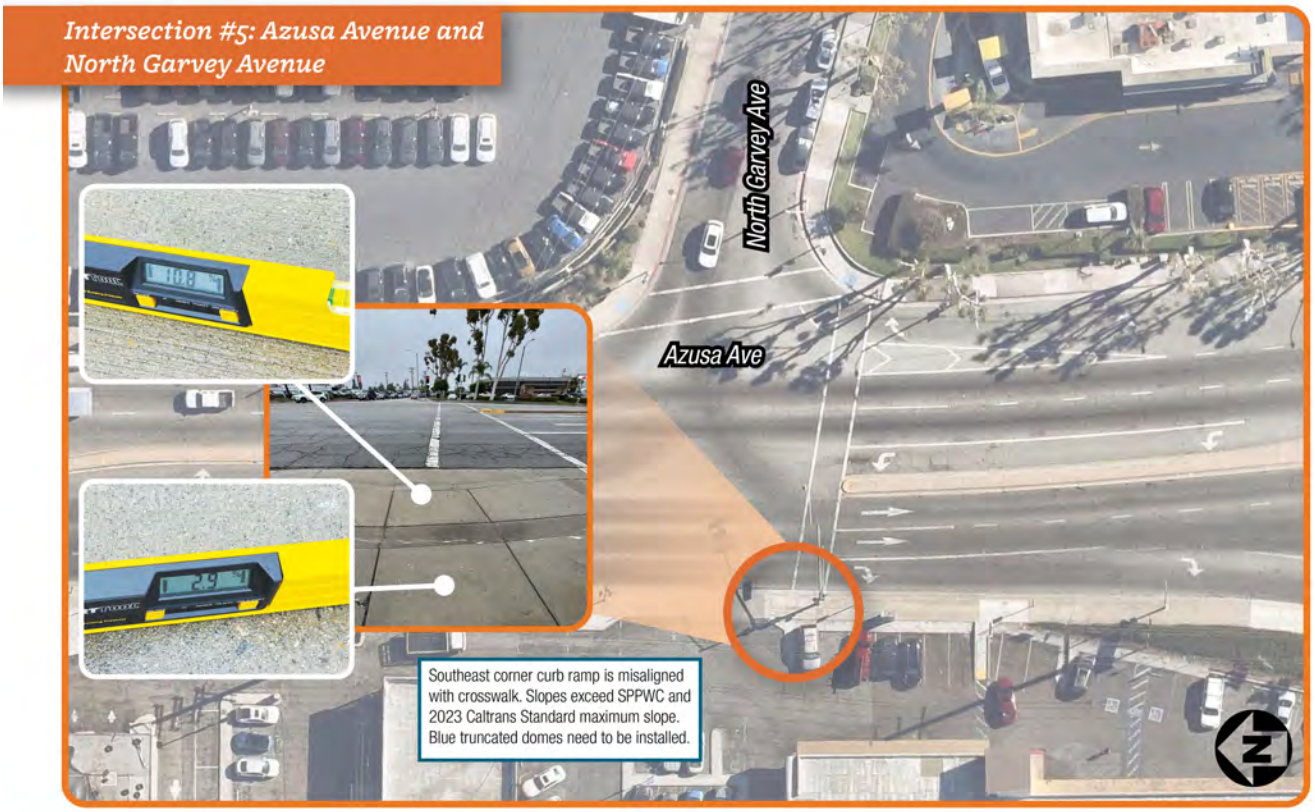
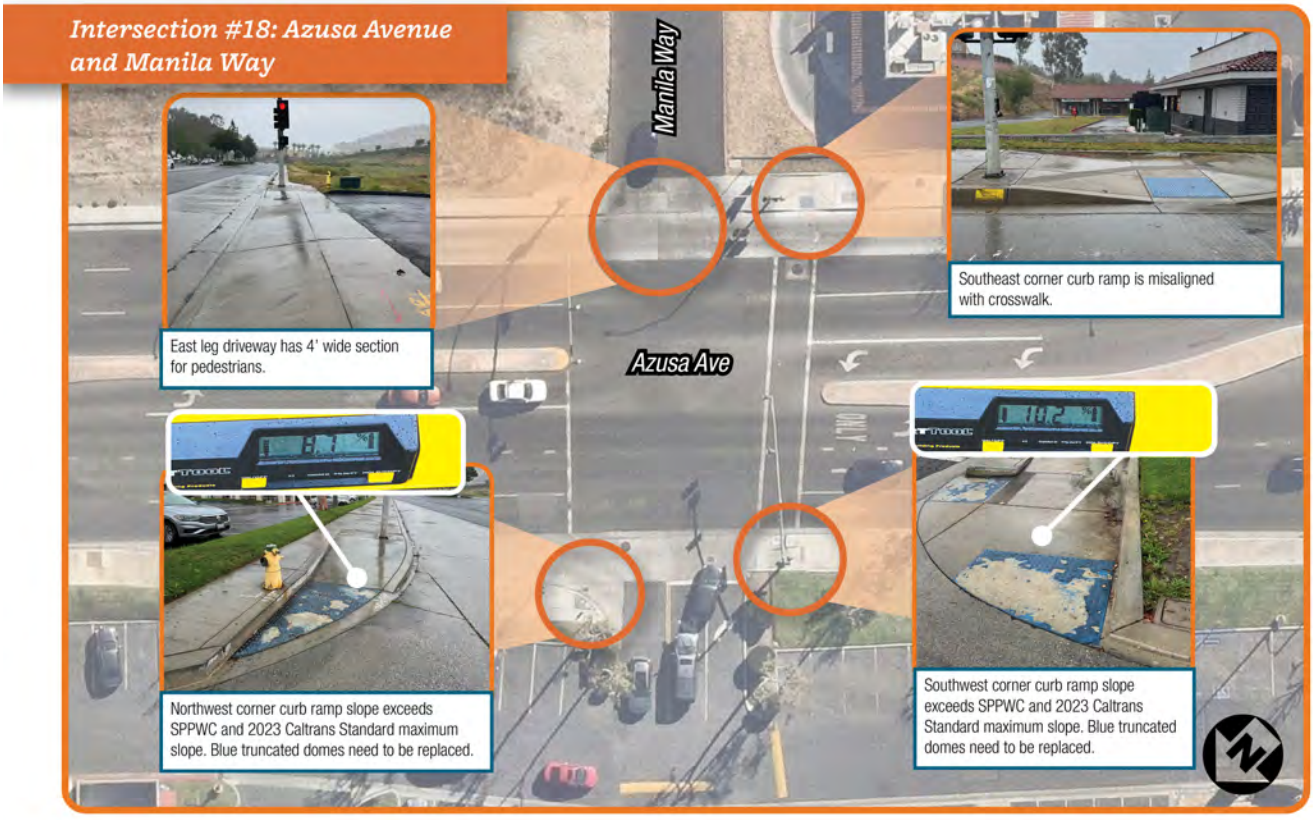


Figure 7: Curb Ramp and Driveway Measurements at Azusa Avenue and Manila Way



Finally, our team has counted 46 total driveways throughout the project corridor. Most of the driveways are located north of the I-10 freeway as seen in Figure 8 below. Our team will assess these driveways and determine compliance with ADA as part of our scope.

Figure 8: Driveways Located Along Azusa Avenue Project Limits



The Collision Data

We analyzed the collision data using the Transportation Injury Mapping System (TIMS) from January 1, 2018 to December 31, 2022 in order to determine any collision patterns that can be prevented with traffic signal upgrades. A total of 188 collisions occurred in that five-year period, 136 of which occurred at or near the signalized intersections. Our biggest takeaways are outlined below:

- Nineteen (19) of the collisions involved pedestrians
  - Ten (10) occurred at marked or unmarked crosswalks
  - Five (5) occurred due to vehicles not stopping before a limit line or crosswalk
  - Seven (7) occurred at nighttime
- Ten (10) collisions involved bicyclists
- Most of the collisions occurred during the day, with the highest density occurring mid-day between 12:00 - 3:00 PM

Table 2 below shows the collision data extracted from TIMS separated by intersection and collision type. The highest number of collisions were in the Rear End and Broadside categories. Better signal timing, detection equipment, and signal equipment will help increase reaction time and make the corridor safer for all road users.

Table 2: Collision Types for Each Intersection

#	Intersections	Collision Type								
		Head-On	Side-swipe	Rear End	Broad-side	Hit Object	Over-turned	Vehicle Pedes-trian	Other	Total
1	Azusa Avenue and Badillo Street			1						1
2	Azusa Avenue and Puente Avenue		3	5	1			2		11
3	Azusa Avenue and Rowland Avenue	1	1	1	2			1		6
4	Azusa Avenue and Workman Avenue			2	4			2		8
5	Azusa Avenue and North Garvey Avenue		1	4	2			1		8
6	Azusa Avenue and I-10 WB On/Off ramp	None Reported								
7	Azusa Avenue and I-10 EB On/Off ramp					1				1
8	Azusa Avenue and South Garvey Avenue		1			1				2
9	Azusa Avenue and Cortez Street			3	2					5
10	Azusa Avenue and Cameron Avenue			5	1					6
11	Azusa Avenue and Vine Avenue			3	2		1		1	7

#	Intersections	Collision Type								
		Head-On	Side-swipe	Rear End	Broad-side	Hit Object	Over-turned	Vehicle Pedes-trian	Other	Total
12	Azusa Avenue and Merced Avenue	1	1	2	1					5
13	Azusa Avenue and Francisquito Avenue			3	4			1		8
14	Azusa Avenue and Aroma Drive	1	1	4	4	2		1		13
15	Azusa Avenue and Fairgrove Avenue		1	3	4					8
16	Azusa Avenue and Giambi Lane		1	1						2
17	Azusa Avenue and The Heights			3	2			1		6
18	Azusa Avenue and Manila Way		2	4		1				7
19	Azusa Avenue and Amar Road	2	2	13	9			5	1	32
	Total	5	14	57	38	5	1	14	2	136

Based on the data outlined above, our team will identify upgrades at signalized intersections based off of similar safety projects in order to make the road safer for all users.

Approach

The Kimley-Horn team takes a hands-on approach and is familiar with taking ADA and safety projects from beginning to end, which puts us in a position to have this project run as smoothly as possible for the City. We will provide turn-key services throughout the project, from design to system configuration to optimized signal timing. Outlined below are some of our key project approaches.

Signal System Evaluation, Needs Assessment, and Troubleshooting. Our team has an extensive catalog of needs assessment deliverables for signal system and ITS master plans for numerous municipal, county, and state agencies. As the core piece to providing an accurate needs assessment evaluation, these tasks have included inventorying the network, signal and communication system, traffic management center (TMC), and ITS and local signal equipment. Our team has performed hundreds of similar inventories for both signal and fiber communications.

Turn-Key System Integration and Support. Kimley-Horn has extensive experience with multiple types of controllers. For example, our team has experience providing this work for nearly 500 controllers spanning some of the earliest advanced transportation controller (ATC) controller deployments over the past decade. Our team will work with the City to determine the preferred controller that will best accommodate the buses, trucks, and emergency vehicles that utilize the corridor.

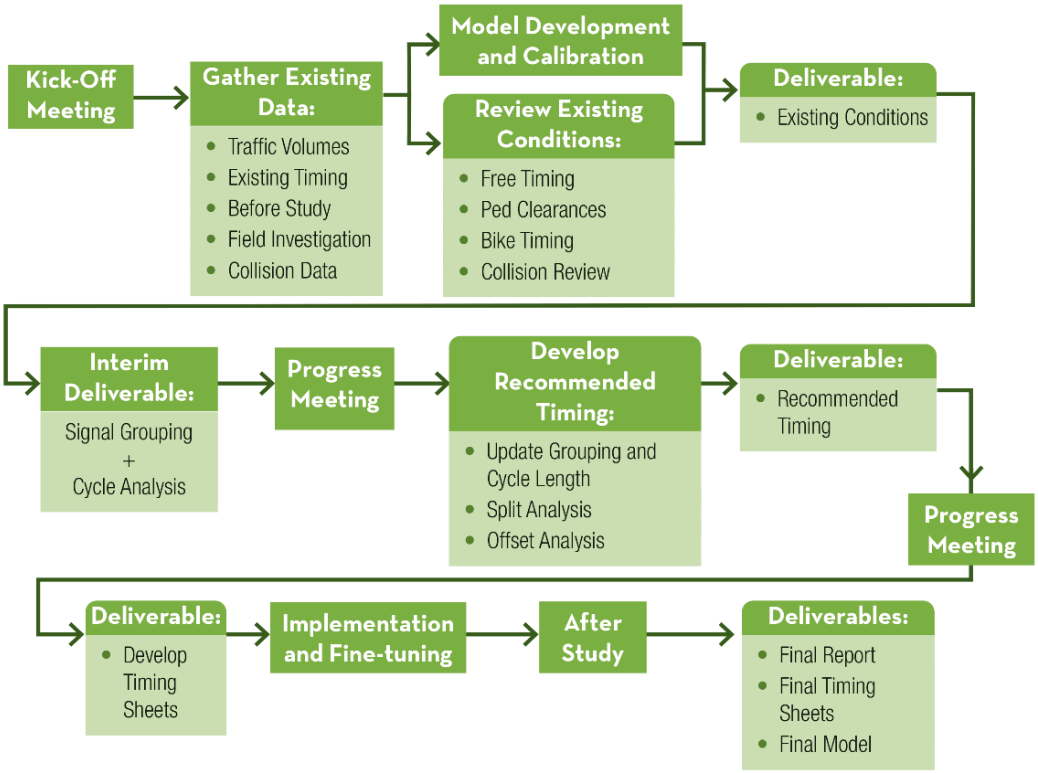
Kimley-Horn has access to multiple controllers and programming softwares. This allows our staff to review and test controllers' operations to verify proper operations are implemented in the field without surprises.

Value Added Services and Innovations for Timing Analysis. As part of our team's innovative project solutions, our Scope of Services proposes the use of WaySync D (Desktop) and WaySync M (Mobile) software for signal timing and travel run analysis. Our team has been working with WaySync on other timing projects for cities of Long Beach, Inglewood, and Culver City. This software program will provide supplemental timing analysis, optimization considerations, and travel time reviews, and it works seamlessly in conjunction with Synchro network files, which greatly limits the need for added work.

WaySync provides superior offset point estimation from modeling of intersection operations impacted by "Phase Early Return to Green", along with algorithms that provide for enhanced trajectory, travel time, and delay views of "time space diagrams". This means less time to find the ideal offset and fine-tuning in the field. Additionally, WaySync works without the use of traffic volumes, which can provide significant cost savings. Our proposal will still include the costs for traffic counts, but we can discuss with the City the further option of using WaySync for the project without counts.

The flowchart in **Figure 9** shows the typical methodology our team employs for similar signal timing projects.

Figure 9: Methodology for Signal Timing Tasks



In-House Synchronization Technology. We will monitor corridor performance using mobile source data (cell phones and other connected devices) to evaluate current conditions and conditions after project implementation. These will be reported using travel time data, as this typically varies by time of day, day of week, whether there are travel time disruptions, how severe those disruptions are, and what times congestion typically peaks. This will help us determine the effectiveness of our synchronization efforts.

We collected travel time data along the corridor using our in-house program **TractionTravel** starting from May 8, 2025, at 1:00 PM and concluding on May 12, 2025, at 3:30 PM for both the northbound direction (**Figure 10**) and southbound direction (**Figure 11**). Presently, the northbound average travel time is around 13 minutes, with a maximum of 16 minutes on Friday, May 9, 2025, from 4:00 PM to 5:00 PM. The southbound average travel time is about 12 minutes, with a maximum of 14

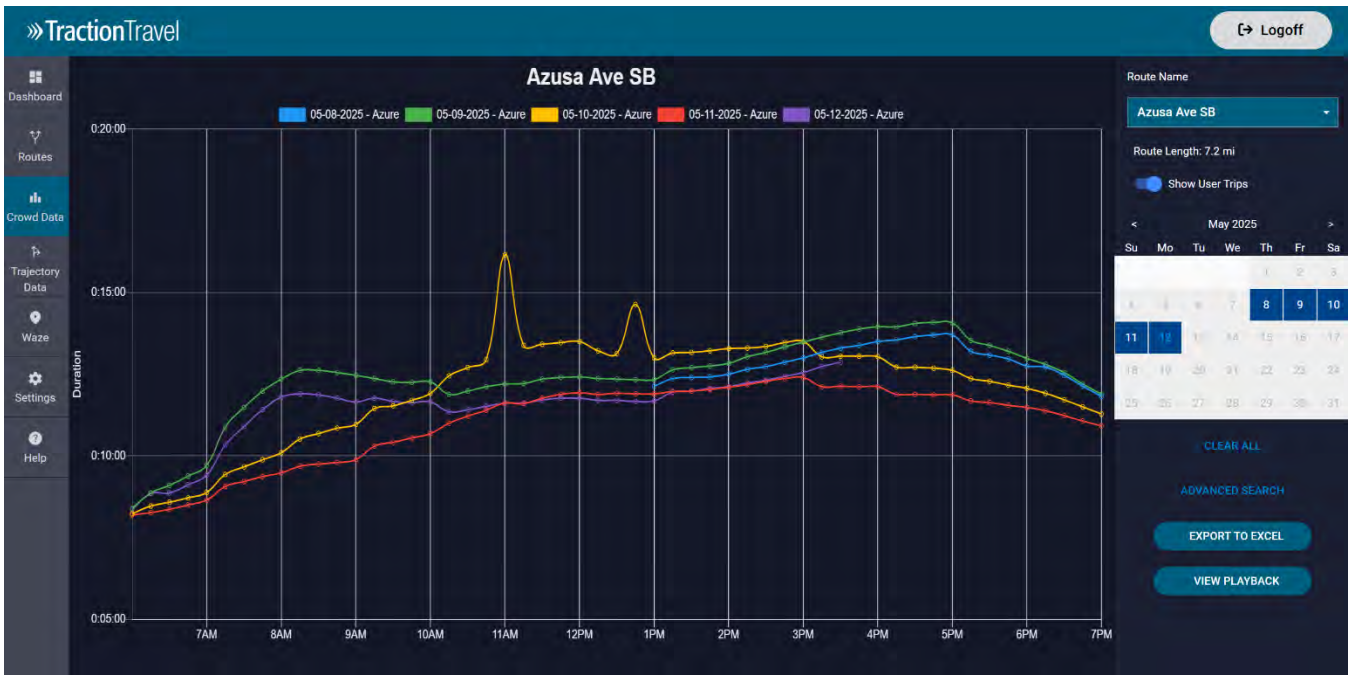
minutes on Friday, May 9, 2025, at 5:00 PM. Saturday, May 10, 2025, had the longest travel time for both directions between 10:00 AM and 1:00 PM, and weekdays showed an increase in travel time during AM peak hours. Generally, the travel time for the northbound direction mirrors that of the southbound direction. There are peaks in the data that show some reliability issues with the travel time. This can be due to unexpected events, such as collisions.

This data will be used to compare against data obtained after synchronization upgrades have been made.

Figure 10: Travel Times for Northbound Azusa Avenue



Figure 11: Travel Times for Southbound Azusa Avenue



Analyzing Collision Data for Signal Improvements. Based on the collision data we analyzed through TIMS, we will discuss with the City the following improvements at the intersections:

- Upgrading vehicle heads to increase signal equipment visibility, such as:
  - Replacing 8" vehicle heads with 12" vehicle heads
  - Installing retro-reflective backplates
- Installing high-visibility crosswalks to increase pedestrian visibility
- Implementing leading pedestrian intervals to allow pedestrians a head start when crossing and provide better pedestrian visibility
- Installing countdown pedestrian heads to inform pedestrian about the amount of time they have left to safely cross an intersection
- Installing APS push buttons to provide better guidance for those who are visually impaired
- Upgrading LED streetlights to increase visibility for all road users at nighttime

Funding Administration. Funding compliance will be monitored by Local Assistance at Caltrans following typical federal requirements, including the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental clearance, right-of-way clearance, and E-76 for construction authorization. At the time of 60% Plans, environmental clearance will follow Local Assistance Procedures Manual (LAPM) Chapter 6 guidelines, including the Preliminary Environmental Study (PES). Once the PES is approved and NEPA clearance is granted by Caltrans, the right-of-way package via Chapter 13 of the LAPM will be prepared and submitted for clearance, which typically happens at 90% Plans. Once the right-of-way is approved, and design is finalized, we will submit the CPFCDS Application for Eligibility Approval. Once this is approved, we will submit the Request for Authorization (RFA) for construction; once approved, this will grant the E-76 for construction and the programmed construction funds will be authorized for use. Advertisement of the construction package cannot begin until the E-76 is received.

Efficient ADA Compliance. It is imperative that we meet the construction authorization deadline of September 30, 2026. In order to accurately conduct an ADA compliance evaluation, Kimley-Horn will perform a topographic survey along the entire corridor. The topographic survey will be an investment for the project, as it will provide our team the necessary data to determine if the corridor meets ADA guidelines, can be used for overlapping future projects, and will eliminate the risk of delays by not having to go through additional Council approval if it were an optional task.

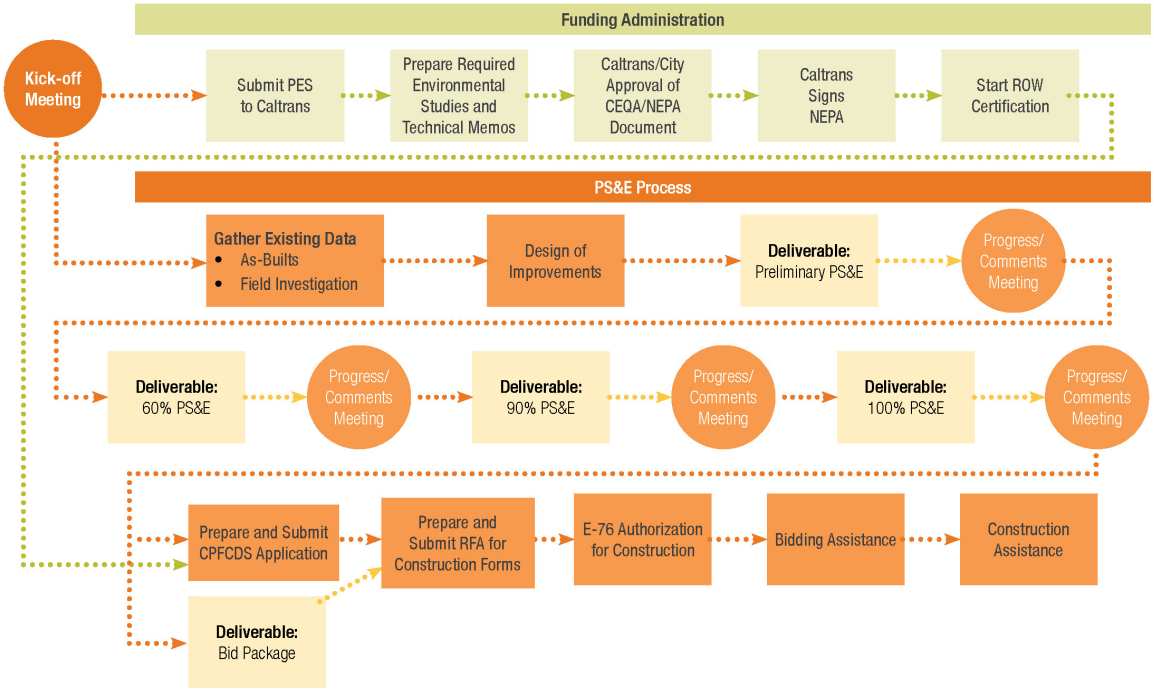
Our team will be using the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), 2024 Standard Plans for Public Works Construction (SPPWC), and 2023 Caltrans Standards in order to determine ADA compliance. We will also be pulling from the 2023 Public Right-of-Way Accessibility Guidelines (PROWAG) that were adopted by the US Department of Justice and Department of Transportation on December 18, 2024.

While California has not yet adopted the 2023 PROWAG, our team will find opportunities to be in compliance with these guidelines where possible so that the upgrades made on the project will be safer and last longer. For example, most of the push buttons along Azusa Avenue are located within ramp flares and do not have a minimum clear space of 30"x48", which is recommended by PROWAG. In this instance, we recommend installing pedestrian push button posts so the push button locations can meet requirements of the 2014 CA MUTCD, 2023 Caltrans Standards, and 2023 PROWAG.

Relevant Experience with the City of West Covina. Kimley-Horn is currently working with the City of West Covina on the HSIP Cycle 10 project, and we have identified an overlap between these projects at the intersection of Fairgrove Avenue and Azusa Avenue. Our team is familiar with West Covina's standards, and by working with the City on the HSIP Cycle 10 project through the Construction Phase, we understand how to determine pole foundation placement and installation. We will use what we have learned in order to reduce additional coordination during construction.

The flowchart shown in **Figure 12** illustrates the step-by-step methodology our team will employ for PS&E projects that use federal funds in construction.

Figure 12: Federally Funded Project Methodology



Quality Control

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality control/quality assurance (QC/QA) manual that every project manager and task manager is required to know and use. **Jason Melchor, PE** will serve as the QC/QA manager for our team and will confirm that we follow our prescribed QC processes. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our clients' needs. There will be no learning curve relative to quality for the Kimley-Horn team.



Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures:

- As the project manager, **Jean Fares, PE** will be responsible for being thoroughly familiar with requirements and will be given the authority to direct the project team and call upon our corporate resources, as required, to satisfy the project needs

- An internal "kick-off" meeting will be held with key individuals assigned to the project to clearly define the scope of services and establish the schedule
- Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a project decision will be documented
- Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bimonthly full team meetings

Schedule and Budget Control

Kimley-Horn understands the importance of meeting the City's schedule and is committed to completing this project on time. Our confidence in being able to meet the City's timeline is attributed to our stringent approach to schedule control. We understand that schedule control must begin with a clear understanding of the scope of work and budget as well as the subsequent preparation of a detailed schedule that includes milestone completion dates, critical path items, and risks for interim deliverables. *We maintain a detailed, integrated Management Information System (MIS), designed primarily to focus on schedule control.* MIS tracks both effort and performance by recording time spent and percent of projects completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments reasonably necessary to maintain project schedules.

Budget control is achieved through two independent processing systems integrated into the MIS, *providing a complete financial and reporting overview of each individual task as well as the entire project.* Our project managers receive detailed status reports twice a month but can also access the system and obtain real time information on an ongoing basis. This level of tracking controls task budgets, allowing us to keep our clients fully informed of all administrative aspects of each task at a moment's notice.

Document Control

We use a redundant document control system in which both hard and electronic copies of project deliverables and significant project communications are filed and tracked by project number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, *allowing us to quickly locate project records and respond to your requests in a timely fashion.*

Scope of Work

Our scope of services contains the following key tasks:

1. Project Management
2. Utility Coordination
3. Preliminary Engineering
4. Plans, Specifications, and Estimate (PS&E)
5. Bidding and Construction Support
6. Prepare Record Drawing (As-Built)

Task 1: Project Management

This task will consist of project coordination with the team, administration, and set up and attendance at project meetings. Kimley-Horn's administration efforts consist of initial development and maintenance of project schedule, work plan, budget, and description of services provided with monthly invoices/progress reports. We will create and maintain a detailed schedule, updating it as needed to manage the project, and as requested by the City.

Kimley-Horn will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule, and the implementation process. After the kick-off meeting, monthly progress meetings will be scheduled as well as meetings to review the preliminary design, 60%, 90%, and 100% submittals with City staff. We anticipate attending up to 15 progress meetings for the project duration.

Kimley-Horn will coordinate with the City of Covina, City of Industry, Los Angeles County, and Caltrans to distribute construction documents and coordinate each Agencies' review for improvements that will occur in each jurisdiction. We assume up to 20 hours of effort for this coordination. It is assumed there will be no Caltrans invoice coordination required.

Task 1 Deliverables:

- Attendance at project kick-off meeting
- Attendance of up to 15 project meetings
- Electronic copy of up to 15 meeting agendas and meeting minutes in PDF format
- Schedule updates at each submittal milestone (60%, 90%, 100%)

Task 2: Utility Coordination

Kimley-Horn will obtain an initial list of existing utilities at up to two intersections using DigAlert and City's Database. Kimley-Horn will prepare Utility Letters on behalf of the City to send to utility companies within the project limits. The Utility Letters will include a project description and request utility record maps to understand utilities within the project limits.

Kimley-Horn will track the date, contact person, phone number, and the documents received from utility companies in a Utility Tracking Matrix. This matrix will be updated and provided to the City to provide a status update of utility information received.

Kimley-Horn will also coordinate with the City to get USA DIG to mark up the intersection within BCR/ECR of each intersection that will receive new pole installation. Permitting and costs to perform markings will be coordinated and paid for by the City. Once markings are complete, Kimley-Horn will visit the intersections and identify proposed pole locations and note any utility conflicts. Kimley-Horn will then adjust pole placement based on the utility markings in the field for the 90% submittal.

In the event that pole installation cannot be done without utility relocation, the potential conflicts will be identified, and follow-up will be conducted to resolve the conflicts or to coordinate relocation requirements. The matrix will be updated to capture this coordination.

To document the existing utility conditions within the project area, Kimley-Horn will develop a Utility Base Map using survey information, field inventory, record drawing information, and underground utility maps provided by utility providers from the Utility Letter.

It is assumed that the detailed design for new or relocated utilities will be prepared by the affected utilities, and construction of the same will be the reasonability of the affected utility.

Kimley-Horn will coordinate with utilities up to the start of construction to facilitate the adjustment and relocation of their facilities if necessary. It is assumed that utility coordination will transfer to another responsible party at the start of construction.

It is assumed SCE coordination is not required for this project for the installation of new service pedestals.

This task includes up to 5 hours of coordination with SCE to discuss requirements for pole installation at locations where there are low hanging utilities.

Task 2 Deliverables:

- Utility Letter in Word and PDF Format
- Utility Conflict Matrix in Excel and PDF Format

Task 3: Preliminary Engineering

Task 3.1 Topographic Survey

Kimley-Horn will acquire topographic survey at two intersections:

a. Azusa Avenue and North Garvey Avenue
b. Azusa Avenue and Manila Way

Kimley-Horn has partnered with qualified subconsultant Calvada to provide a design lead topographic survey with the project limits to establish horizontal and vertical controls at 50-foot intervals. The survey will extend 50 feet beyond the BCR/ECR (beginning of curb ramp/end of curb ramp) at signalized intersections. The survey control, survey features, and utility items to be shown are as follows:

Survey Control

1. The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available. Confirmation of the vertical datum will be required before field mobilization.
2. The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83). Confirmation of the horizontal datum/EPOCH will be required before field mobilization.

Survey Features

1. Survey observations will be taken on a 25-foot natural ground grid and 25-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, driveway aprons and handicap ramps.
2. Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Site.
3. Location of signing and striping within the Site.
4. Location of trees over 6 feet in height, regardless of caliper, within the Site.

Utilities

1. Location, elevation, size, and type of visible above ground utilities within the Site.
2. Flow line invert elevations and sizes of drain inlets, sanitary sewer drain manholes within the Site, unless bolted down.
3. Existing utility lines identified by painted striping from USA markings will be surveyed.

Task 3.1 Deliverables:

- One Final Topographic Survey in CAD and PDF format

Task 3.2 Funding Administration

3.2.1: Environmental Documentation

CEQA Documentation

Kimley-Horn anticipates that the project would seek CEQA clearance under a Class 1 Categorical Exemption, assuming that there would be no increases in capacity. Kimley-Horn will prepare the Categorical Exception documents and coordinate with the City to receive approval. Kimley-Horn will prepare a memorandum to support the project's CEQA clearance using the Class 1 Categorical Exemption. The memorandum will provide a brief project description, summary of the findings, and citations to the CEQA Guidelines.

Kimley-Horn will respond to one set of consolidated comments from the City on the Categorical Exemption. After the City has approved the Categorical Exemption, Kimley-Horn will prepare and provide the final Categorical Exemption.

Kimley-Horn will assist the City with preparing the Notice of Exemption (NOE) for the Project.

NEPA Documentation

The project is federally funded through Community Project Funding/Congressionally Directed Spending (CPFCDS), administered through Caltrans; therefore, environmental documentation pursuant to the NEPA is required, and Caltrans would be the NEPA Lead Agency. The project would be processed through Caltrans' Local Assistance Program. The Kimley-Horn Team assumes that the project would be categorically excluded under the provisions of NEPA; technical studies would be required to support this determination.

Technical Studies as Required

The Kimley-Horn Team will initiate the Caltrans environmental review process through completion of the Preliminary Environmental Study (PES), a Caltrans checklist that helps with identifying the appropriate level of environmental review.

The PES will also identify federal, state and local agencies from which discretionary approval actions or permits would be required, identify efforts to comply with NEPA, and identify the anticipated NEPA pathway and rationale. Technical studies required for NEPA approval would be completed in accordance with the Caltrans' Standard Environmental Reference (SER) guidelines and Local Assistance Procedures Manual (LAPM).

The PES Form will be completed pursuant to Caltrans' SER and LAPM. The Kimley-Horn Team will submit the Draft PES to the City for review and approval. Once the Draft PES has been approved by the City, the Kimley-Horn Team will finalize the revisions, submit the PES to Caltrans. Once comments are received, the Kimley-Horn Team will revise the PES and resubmit the Final PES to Caltrans. The Kimley-Horn Team will complete a desktop review and complete the PES Form.

This scope includes up to two submittals to the City and anticipates one round of consolidated comments for the CEQA and NEPA draft NOE and PES draft.

Task 3.2.1 Deliverables:

- One (1) Draft CEQA CE in PDF electronic format
- One (1) Final CEQA CE in PDF electronic format
- One (1) Draft NEPA CE in PDF electronic format
- One (1) Final NEPA CE in PDF electronic format
- One (1) Draft PES in PDF electronic format
- One (1) Final PES in PDF electronic format

Task 3.2.2: Right-of-Way Documentation

Kimley-Horn understands the project will be completed within the public right-of-way. The project will not require any utility relocation or right-of-way acquisition or easements. If any other work will occur outside of the right-of-way in addition to what is anticipated in this scope of work, additional scope and fee would be required.

Kimley-Horn will fill out Caltrans LAPM Exhibit 13-A for the City to submit to the Caltrans District 7 Right-of-Way office. This will be completed after the 90% PS&E submittal.

This scope includes up to two submittals to the City and anticipates one round of consolidated comments for the draft Caltrans LAPM Exhibit 13-A.

Task 3.2.2 Deliverables:

- One (1) Draft Caltrans LAPM Exhibit 13-A
- One (1) Final Caltrans LAPM Exhibit 13-A

Task 3.2.3: CPFCDS Project Eligibility Confirmation Application Form

Once the PS&E is finalized, the CPFCDS Project Eligibility Confirmation Application Form will be completed by the Kimley-Horn team. Similar to an authorization form, the application includes project information, funding availability, schedule, and milestones. This submittal also includes the NEPA approval form, plans and the opinion of probable construction costs. The Eligibility Application is used by Caltrans to confirm applicable costs consistent with what the Construction funds were programmed/awarded for. This application needs to be approved by the Earmarks Coordinator prior to submitting the Request for Authorization (RFA) for Construction Package for E-76.

Task 3.2.3 Deliverables:

- One (1) Draft CPFCDS Project Eligibility Confirmation Application Form
- One (1) Final CPFCDS Project Eligibility Confirmation Application Form

Task 3.2.4: Construction Authorization

After an approved CPFCDS Project Eligibility Confirmation Application, the Kimley-Horn team will prepare a Request for Authorization (RFA) package to advance the project to construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.

This scope includes up to two submittals to the City and anticipates one round of consolidated comments for the draft RFA package.

Task 3.2.4 Deliverables:

- RFA to Proceed with Construction Draft package
- RFA to Proceed with Construction Final package

Task 3.3 Records Research & Field Reviews

Records Research

Kimley-Horn will obtain copies of readily available records from the City, including street plans, traffic signal plans, signing and striping plans, street improvement plans, and other similar records that the City knowingly has in its possession.

Field Reviews

Kimley-Horn will take photos and field notes at up to 42,240 feet of sidewalk corridors (21,120 feet on each side of the corridor). Elements of corridors that Kimley-Horn will evaluate are sidewalk, utility pull boxes, signage on sidewalks, 46 driveway approaches, and pedestrian street crossings. Kimley-Horn will measure the width of sidewalk in areas that are constrained by above-grade objects.

Horizontal measurements will be taken using a measuring wheel and tape measure. Slopes will be measured with an electronic slope level.

Kimley-Horn will coordinate with City maintenance staff to open the traffic signal cabinets at up to 19 intersections to document existing controllers, cabinet appurtenances, and timing sheets. Kimley-Horn will also take note of existing traffic signal equipment at the intersection: poles, mast arms, luminaire, signal heads (size and mounting), pedestrian heads (countdown or non-countdown), push buttons, street name signs, signs on mast arms, and detection. We will also note if there is any Emergency Vehicle Preemption (EVP) equipment and communication equipment. Kimley-Horn will document push button locations and measure crosswalk markings respective to curb ramp flares.

Kimley-Horn will conduct field investigations up to 350' from BCR/ECR for each approach at the following intersections:

1. Azusa Avenue and North Garvey Avenue
2. Azusa Avenue and Manila Way

We will open the pull boxes at these intersections where proposed traffic signal equipment will be installed. Visual observations will take place to note conduit health and fill capacity. Conduits will be labeled in field notes as "less than 50% full" or "greater than 50% full." The cable types will be determined based off City-provided as-builts and record drawings. It is assumed that pull boxes only labeled "Traffic Signal" or "Communication" will be opened. Any inaccessible pull boxes (e.g., damaged or screwed shut lids, inaccessible on sidewalk or median, requiring unreasonable force to open, etc.) will be documented.

Task 3.3 Deliverables:

- A complete set of legible field notes
- Electronic Files of Photos in JPG format

Task 3.4 Data Collection

Our scope of work for this task will analyze up to three time-of-day plans for coordination for the weekday operation (AM and PM peak hours) and weekend peak period analysis period, with an optional mid-day peak weekday analysis period. Typically, we see the weekend peak operation mimic the existing Mid-day operation. As such, our scope will look to provide as an option time-of-day plan recommendations for the weekend peak hour based on operational inputs recommended for the proposed Mid-day operations.

We propose to collect volumes along each corridor inclusive seven-day, 24-hour average daily traffic (ADT) volume counts will be provided at up to 20 locations along the corridor, in between each signalized intersection. We propose intersection turning movement (ITM) counts for each of the three AM, Mid-Day, and PM, weekday periods for the 19 signalized intersections (6 hours total per intersection). Scheduling of the traffic count work will be closely discussed with the city at the project kick off. Depending on scheduling, this might need to occur after the summer months so data can be collected while schools are in session.

Task 3.4 Deliverables:

- Traffic Counts (19 TMCs: 6 hours total, 20 ADT Counts)

Task 3.5 Preliminary Plans and Opinion of Probable Construction Costs (OPCC)

The preliminary design plan will be developed based off of Field Reviews to provide the basis for the development of the environmental documents and illustrate the anticipated footprint of improvements. We will develop a preliminary Opinion of Probable Construction Costs (OPCC) based on the preliminary design to help the City determine the cost of anticipated improvements during construction.

It is assumed these plans will include key design features, lane widths, and limits of potential impacts. During this phase, Kimley-Horn will determine whether improvements beyond the public right-of-way are required.

The following will be shown on the preliminary plans:

- Opportunities for signal communication upgrades
- Anticipated sidewalk, driveway, and curb ramp upgrade boundaries based off Field Reviews
- Anticipated proposed pole locations at:
    - Azusa Avenue and North Garvey Avenue
    - Azusa Avenue and Manila Way
- Proposed vehicle head upgrades
- Proposed Internally illuminated street name signs (IISNS)
- Proposed APS push buttons
- Proposed countdown pedestrian heads
- Signing and striping improvements
- Cabinet upgrades
- Pavement rehabilitation boundaries

Pole schedule and conductor schedule will not be shown on the preliminary plans.

The preliminary plans will be prepared using Nearmap aerials as a base map with 1200 feet shown on one sheet, totaling up to 18 sheets. At approximately 21,120 feet, we anticipate up to 18 sheets for the preliminary plans.

The plans will be prepared at 1"=40' scale on a full-size, 24"x36" sheet using AutoCAD 2024 version drafting software. It is assumed the preliminary plans and OPCC will be a single submittal. Any comments received from the preliminary plans will be implemented into the 60% plans and OPCC.

Task 3.5 Deliverables:

- Preliminary Plan in PDF electronic format - 18 sheets
- Preliminary Opinion of Probable Construction Cost (OPCC) in PDF electronic format

Task 4: Plans, Specifications, & Estimate (PS&E)

Task 4.1 Traffic Signal Improvement Plans

The following signalized intersections will be included in the scope:

1. Azusa Avenue and Badillo Street (City of Covina)
2. Azusa Avenue and Puente Avenue
3. Azusa Avenue and Rowland Avenue
4. Azusa Avenue and Workman Avenue
5. Azusa Avenue and North Garvey Avenue
6. Azusa Avenue and I-10 WB On/Off ramp (Caltrans)
7. Azusa Avenue and I-10 EB On/Off ramp (Caltrans)
8. Azusa Avenue and South Garvey Avenue
9. Azusa Avenue and Cortez Street
10. Azusa Avenue and Cameron Avenue
11. Azusa Avenue and Vine Avenue
12. Azusa Avenue and Merced Avenue
13. Azusa Avenue and Francisquito Avenue
14. Azusa Avenue and Aroma Drive
15. Azusa Avenue and Fairgrove Avenue

16. Azusa Avenue and Giambi Lane
17. Azusa Avenue and The Heights
18. Azusa Avenue and Manila Way
19. Azusa Avenue and Amar Road

The following signal equipment will be shown on the traffic signal improvement plans:

- Anticipated proposed pole locations at the following intersections:
  - Azusa Avenue and North Garvey Avenue
  - Azusa Avenue and Manila Way
- Proposed vehicle head upgrades
- Proposed IISNS
- Proposed APS push buttons
- Proposed countdown pedestrian heads
- Signing and striping improvements within 50' of the crosswalk
- Cabinet upgrades not related to communication equipment installation or upgrades.(instead shown on Task 4.2 Signal Interconnect Plans)

Pole schedule and conductor schedule will be shown for up to two intersections where there are proposed poles.

After City approval of the preliminary engineering plans, the major traffic signal improvement plans will be prepared with one intersection per plan sheet at 1"=20' scale on a full-size, 24"x36" sheet using AutoCAD 2024 version drafting software. The design will be in compliance with the ADA, PROWAG, 2023 Caltrans Standards, 2014 CA MUTCD, City of West Covina Standards, and the 2024 SPPWC.

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the major traffic signal improvement plan to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will contain the original City comments and Kimley-Horn's responses to the comments.

Based on one set of non-conflicting comments on the 90% plans, Kimley-Horn will advance the major traffic signal improvement plan to a 100% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will contain the original City comments and Kimley-Horn's responses to the comments. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

A title sheet will be prepared to show the project location relative to the City in a vicinity map, a table of contents, utility contacts, and general notes.

This scope includes up to three submittals to the City and anticipates up to two rounds of consolidated comments from the 60% and 90% submittal.

Task 4.1 Deliverables:

- 60% Draft Title Sheet in PDF electronic format - 1 sheet
- 90% Draft Title Sheet in PDF electronic format - 1 sheet
- 100% Final Title Sheet in PDF electronic Format and .dwg format - 1 sheet
- 60% Draft Traffic Signal Improvement Plan in PDF electronic format - 19 sheets
- 90% Draft Traffic Signal Improvement Plan in PDF electronic format - 19 sheets
- 100% Final Traffic Signal Improvement Plan in PDF electronic Format and .dwg format - 19 sheets

Task 4.2 Street Improvement Plans

Kimley-Horn will prepare Street Improvement Plans along Azusa Avenue showing proposed driveway improvements, sidewalk improvements, ADA curb ramp improvements, and pavement rehabilitation.

Proposed driveway, curb, and gutter locations will be shown on the plan and refer to a Construction Detail. It is assumed there are up to 46 driveway locations and the proposed curb and gutter will match existing. The driveway construction detail will show the required minimum and maximum dimensions and minimum and maximum slopes required per City of West Covina Standards, the 2023 Caltrans Standard Plans, 2024 SPPWC, and 2014 CA MUTCD.

Sidewalk improvement locations will be shown as a hatch on the plan and refer to a Construction Detail. The sidewalk detail will show the required minimum and maximum slopes required per City of West Covina Standards, the 2023 Caltrans Standard Plans, 2024 SPPWC, and 2014 CA MUTCD. Width of the sidewalk will be shown on plan.

ADA curb ramps at non-signalized intersections will be shown on the plan and refer to a Construction Detail. It is assumed there are up to 20 curb ramps at non-signalized intersections. The ADA curb ramp construction detail will show the required minimum and maximum dimensions and minimum and maximum slopes required per City of West Covina Standards, the 2023 Caltrans Standard Plans, 2024 SPPWC, and 2014 CA MUTCD.

Pavement rehabilitation will be shown on the street improvement plan as a hatch. This will consist of asphalt resurfacing (coldmill and overlay) or pavement maintenance treatments (micro-surfacing) on the south segment of Azusa Avenue between Vine Avenue and the south City limit (up to 12,050 feet). It is assumed topographic survey will not be needed for the pavement rehabilitation improvements.

The Street Improvement Plans will be prepared with one 1200-feet segment shown on one sheet. With a total length of 21,120 feet, we anticipate up to 18 sheets. Kimley-Horn will prepare up to 2 total Construction Detail sheets for the driveway improvements, sidewalk improvements, and ADA curb ramp improvements using details from the 2023 Caltrans Standard Plans, 2024 SPPWC, and 2014 CA MUTCD.

The plans will be prepared at 1"=40' scale on a full-size, 24"x36" sheet using AutoCAD 2024 version drafting software. This scope includes up to three submittals to the City and anticipates up to two rounds of consolidated comments from the 60% and 90% submittals.

ADA Curb Ramp Details with Topographic Survey – Up to 2 sheets

Kimley-Horn will prepare Curb Ramp Detail Sheets for up to 8 ADA-compliant curb ramps at up to 2 intersections where topographic survey has been performed. The detail sheets will be prepared in accordance with City of West Covina Standards, the 2023 Caltrans Standard Plans, 2010 ADA Standards for Accessible Design, 2024 SPPWC, and 2014 CA MUTCD.

Typical sections along the corridor will not be required as there will be no changes to roadway and sidewalk width.

The ADA Curb Ramp Detail Sheets will show 4 ramps on one sheet and will be prepared at a 5 scale (1"=5') on 24" x 36" full size sheets, using AutoCAD 2024 or later. This scope includes three submittals to the City and anticipates one round of consolidated comments each for the 60% and 90% submittals.

Task 4.2 Deliverables:

- 60% Draft Street Improvement Plan in PDF electronic format – up to 18 sheets
- 90% Draft Street Improvement Plan in PDF electronic format – up to 18 sheets
- 100% Final Street Improvement Plan in PDF electronic format and .dwg format – up to 18 sheets
- 60% Draft Construction Detail Sheet in PDF electronic format – up to 2 sheets
- 90% Draft Construction Detail Sheet in PDF electronic format – up to sheets

- 100% Final Construction Detail Sheet in PDF electronic format and .dwg format – up to 2 sheets
- 60% Draft ADA Curb Ramp Detail Sheets with Topographic Survey in PDF electronic format – up to 2 sheets
- 90% Draft ADA Curb Ramp Detail Sheets with Topographic Survey in PDF electronic format – up to 2 sheets
- 100% Final ADA Curb Ramp Detail Sheets with Topographic Survey in PDF electronic format – up to 2 sheets

Task 4.3 Signing and Striping Plans

Kimley-Horn will prepare signing and striping plans where pavement rehabilitation has occurred: between the south segment of Azusa Avenue between Vine Avenue and the south City limit (up to 12,050 feet). It is assumed that the existing striping configuration will remain.

The Plans will be prepared in accordance with City of West Covina Standards, the 2023 Caltrans Standard Plans, 2024 SPPWC, and 2014 CA MUTCD.

The signing and striping plans will be prepared with one 1200-feet segment shown on one sheet. With a total length of 12,050 feet, we anticipate up to 10 sheets. The plans will be prepared at 1"=40' scale on a full-size, 24"x36" sheet using AutoCAD 2024 version drafting software. This scope includes up to three submittals to the City and anticipates up to two rounds of consolidated comments from the 60% and 90% submittals.

Task 4.3 Deliverables:

- 60% Draft Signing and Striping Plans in PDF electronic format – up to 10 sheets
- 90% Draft Signing and Striping Plans in PDF electronic format – up to 10 sheets
- 100% Final Signing and Striping Plans in PDF electronic format and .dwg format – up to 10 sheets

Task 4.4 Opinion of Probable Construction Costs (OPCC)

Kimley-Horn will prepare an OPCC based on the 60%, 90%, and 100% Plans. The OPCC will be presented to show the proposed bid items, unit prices, contingencies, construction cost escalation, and an overall project cost.

Clients are specifically cautioned that unit prices for construction have been and remain unpredictable and escalating and clients should include significant contingencies and engage in independent contractor pricing exercises. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the volatility of construction costs and unit prices.

Task 4.4 Deliverables:

- 60% Draft OPCC in PDF electronic format
- 90% Draft OPCC in PDF electronic format
- 100% Final OPCC in PDF and Microsoft Excel format

Task 4.5 Technical Specifications

Kimley-Horn will prepare technical specifications for the 90% and 100% submittals. The technical specifications will refer to the 2024 Standard Specifications for Public Works Construction (SSPWC) and be amended by the City's Standard Provisions, as necessary. It is assumed the City will provide boiler plate language for their Standard Provisions. Additional source documents may be used by Kimley-Horn to cover urban design and landscape, irrigation, and other project features not covered by the City Standard Provisions or the Greenbook. A licensed professional engineer will stamp and sign the provisions.

Task 4.5 Deliverables:

- 90% Draft Technical Specifications in PDF electronic format
- 100% Final Technical Specifications in PDF and Microsoft Word format

Task 4.6: Signal Timing Optimization and Implementation

Task 4.6.1 Base Networks (Existing Conditions)

Kimley-Horn will use existing timing sheets and field-reviewed data in the construction of Existing Conditions network models using Synchro 11. Once complete, the existing Synchro models will be submitted for City review along with our "Model Construction" Technical Memorandum. Our scope of work will include a maximum of three separate "pre-timing implementation" field studies using WaySync, or "Before" studies to identify current operations for each time of day plan work. The final performance statistics generated by our analysis programs (Average Delay, Average Speed, and Number Stops) will be used as the benchmark condition for the evaluation of alternative model plans during the optimization process.

This scope includes up to two submittals to the City and anticipates up one round of consolidated comments from the draft submittal.

Task 4.6.2 Basic Timing Review

The timing audit will verify if intersections are up to the latest standards per the CA MUTCD. This conformance with CA MUTCD guidelines is specific to the controller's basic "Phase Timing Assignments" for yellow clearance, pedestrian clearance, and bicycle minimum green times derived through equations with primary controlling criteria of vehicle speed and traveled distance.

These calculations and findings will be summarized in a brief tech memo with appendices data. The results of the final approved review of Phase Timings will be implemented into the new controller timing parameters during optimization. We will provide corridor-wide calculations to compare the existing and recommended basic parameters for agency review and approval before being updated in Synchro and used for new controller "phase" timings.

This scope includes up to two submittals to the City and anticipates up one round of consolidated comments from the draft submittal.

Task 4.6.3: Concept of Operations

Kimley-Horn will prepare and submit a concept of operations plan noting key operational findings and considerations from our evaluation process. This document will also address our plan to handle anticipated challenges and issues specific to coordination, including offset reference points, time clocks, cycle lengths, methods of handling unequal cycle lengths, and others.

The Kimley-Horn team will develop preliminary cycle lengths and signal grouping strategies based on prevailing traffic patterns, critical cycle lengths at major crossing arterials (the lowest general cycle length that accommodates both vehicular traffic and pedestrian crossing demand), and optimal cycle length alternatives for desired progression green bandwidth.

This scope includes up to two submittals to the City and anticipates up one round of consolidated comments from the draft submittal.

Task 4.6.4: Coordinated Optimized Traffic Signal Timing

Kimley-Horn's optimization plan will focus on reducing stops, managing queues, and maintaining vehicle platoons along the corridor. We work big to small through an iterative process of manual adjustments of Synchro models with the approaches set forth in the concept of operations plan. Once complete, the optimized Synchro models will be submitted for City review along with our "Optimized Timings" Technical Memorandum noting final performance statistics benchmark comparisons against existing conditions along with other details print outs, time space diagram plots, and other details.

This scope includes up to two submittals to the City and anticipates up one round of consolidated comments from the draft submittal.

Task 4.6.5: Signal Timing Implementation and Fine Tuning

Kimley-Horn will assist with the turn on of proposed coordinated signal timing and integration into the City Transparity system. Our team will supply a three-team crew to be stationed at the City TMC and driving the corridor for review of operation during

each peak period and make adjustments as needed. Our scope of work will include a maximum of three (3) separate "post-timing implementation" field studies using WaySync for each timing plan to assist in the refining of offsets, phase sequences, and split parameters in close consultation with the City. Final timings will be saved back at the City Transparity system.

Final timings at all intersections will be revised and resubmitted electronically (excel and PDF) for each City acceptance. Upon final approval, Kimley-Horn, we will provide three hard copies of each intersection's timing sheet for use in filing with the City, TMC, and cabinet, with all copies signed and stamped by a licensed California Traffic Engineer.

Task 4.6 Deliverables:

- Base Networks (Existing) and Optimized Synchro Networks
- Basic Signal Timing Memo
- Concept of Operations Report
- Field implementation of optimized traffic signal plans
- Electronic and Hard copy versions of Timing sheets, all other data files, and memorandums

Task 5: Bidding and Construction Support

Task 5.1: Caltrans Encroachment Permit

Kimley-Horn will submit a Caltrans Encroachment permit for the intersections along Azusa Avenue that are within Caltrans Jurisdiction and operated and owned by Caltrans District 7:

1. Azusa Avenue and I-10 WB On/Off ramp
2. Azusa Avenue and I-10 EB On/Off ramp

Improvements at these intersections will need to be reviewed and approved by Caltrans.

The encroachment permit process requires:

- Caltrans Permit Application Form
- Caltrans specific labeling requirements on design plans: removal of work not within the Caltrans right-of-way and labeling of Caltrans right-of-way vs. City right-of-way
- Letter of Authorization

This task assumes Kimley-Horn will provide up to three submittals and revisions based on Caltrans' comments.

Coordination will begin after the 100% plans as required by Caltrans.

Task 5.1 Deliverables:

- Caltrans Encroachment Permit

Task 5.2 Bidding Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will log questions and provide responses to Requests for Information (RFIs) during the bidding phase and prepare up to two project addenda. We will respond up to three RFIs and questions during the bidding phase.

Task 5.2 Deliverables:

- Prepare up to two project addenda
- Respond to three RFIs and questions during bidding phase

Task 5.3 Construction Support

Kimley-Horn will also help coordinate and support during the construction stages of the project. Kimley-Horn will attend the pre-construction meeting and address items for the construction management team to be aware of. We will attend up to 12 construction progress meetings or field meetings. It is assumed these meetings will be in the field.

Kimley-Horn will be involved during the construction phases by responding up to 30 RFIs, reviewing and responding up to 30 material submittals, and reviewing proposed changes by the contractor during construction.

Regularly scheduled construction observation is specifically excluded from this scope of work.

Task 5.3 Deliverables:

- Attendance of up to 12 meetings
  - Pre-construction
  - Job Walk
  - Job-Site
- Respond up to 30 RFIs and 30 Material Submittals

Task 6: Prepare Record Drawing (As-Built)

Kimley-Horn will prepare a record drawing as-built within 20 days after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD, and PDF electronic files shall be sent to the City.

Task 6 Deliverables:

- Record drawing in PDF electronic format
- AutoCAD files for all drawings

Optional Tasks

Task O.1 Signal Interconnect PS&E

Kimley-Horn will perform utility coordination along the corridor where signal interconnect will be installed.

Kimley-Horn will prepare design plans for communication equipment to be installed through the entire corridor, up to 21,120 feet.

It is assumed all conduits will be new for the proposed signal interconnect. The plans will show right-of-way information (provided by others or taken from the LA County GIS database), and curb and gutter will be shown to create the base plan. Proposed conditions and existing equipment will be overlaid on top of the base plan to create the project design. Anticipated proposed design elements include signal interconnect cable, controller cabinet upgrades, and proposed conduits and existing conduit upgrades where needed within the project limits. For new conduit installation, plans will show utilities received by the utility companies. Connection to the City's Traffic Management Center (TMC) will be shown.

The Signal Interconnect Plans will be prepared with 1200 feet shown on one sheet, totaling up to 18 sheets. The plans will be prepared at 1"=40' scale on a full-size, 24"x36" sheet using AutoCAD 2024 version drafting software. This scope includes up to three submittals to the City and anticipates up to two rounds of consolidated comments from the 60% and 90% submittals.

Kimley-Horn will prepare a OPCC and technical specifications for the Signal Interconnect Plans.

Task O.1 Deliverables:

- 60% Draft Signal Interconnect Plans in PDF electronic format - up to 18 sheets
- 90% Draft Signal Interconnect Plans in PDF electronic format - up to 18 sheets

- 100% Final Signal Interconnect Plans in PDF electronic Format and .dwg format - up to 18 sheets
- 60% Draft Signal Interconnect OPCC in PDF electronic format
- 90% Draft Signal Interconnect OPCC in PDF electronic format
- 100% Final Signal Interconnect OPCC in PDF and Microsoft Excel format
- 90% Draft Signal Interconnect Technical Specifications in PDF electronic format
- 100% Final Signal Interconnect Technical Specifications in PDF and Microsoft Word format

Assumptions

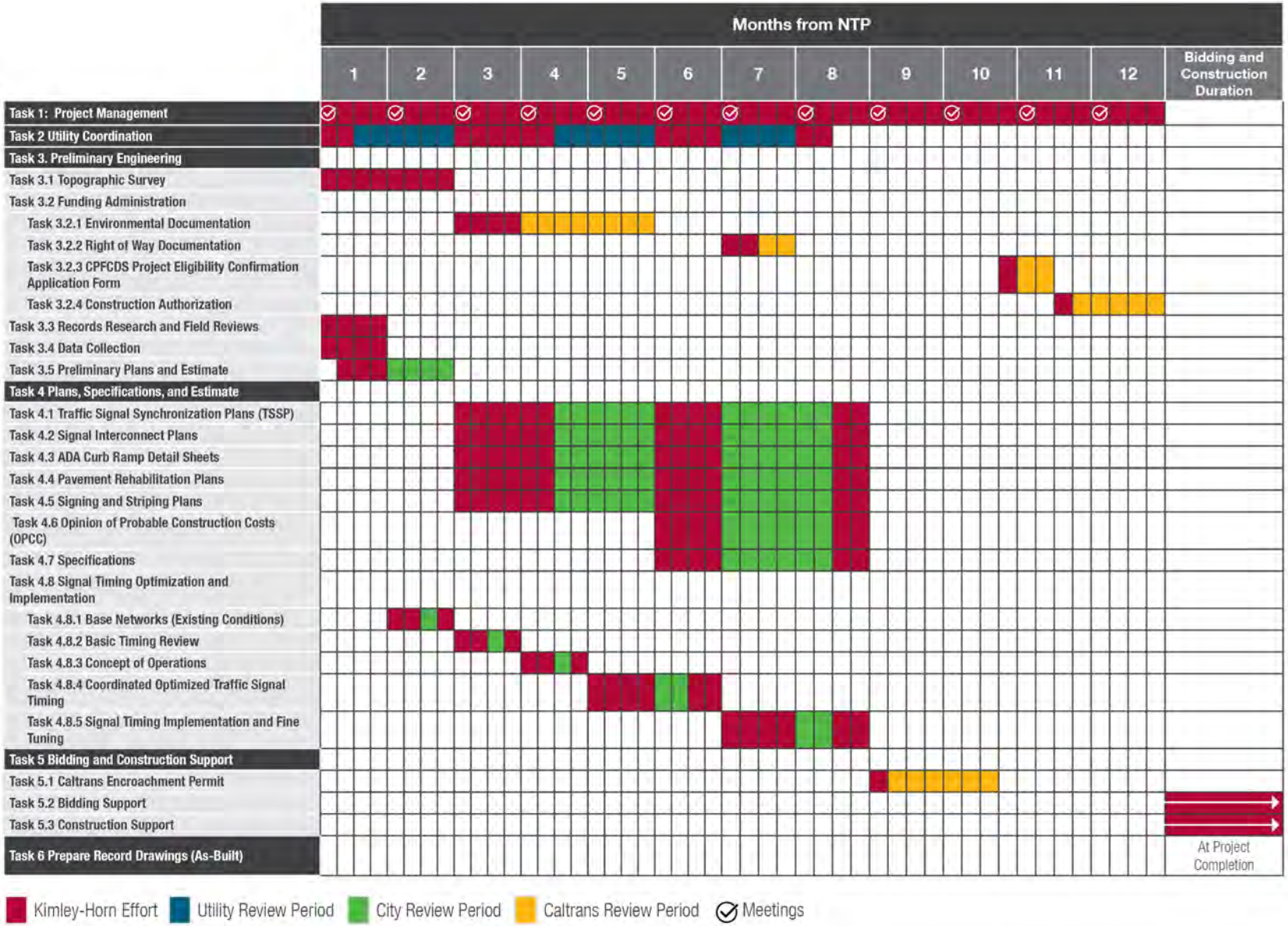
Any services not specifically described in the above scope, as well as any changes in the scope that the City requests, will be considered Additional Services and will be performed at our then-current hourly rates. We assume the following:

- Available record plans and documents will be provided by the City
- Tasks listed in the Optional Tasks section are excluded.
- Utility company fees and the City's and other agencies' permit fees are excluded.
- Community Outreach is not required.
- Right-of-entries support is not required
- Traffic control plans are not required
- Traffic signal improvement plans are not required
- Street Lighting Plans are not required
- Landscape and Irrigation Plans are not required
- Street Improvement Plans are not required
- Sidewalk will not be widened.
- Geotechnical investigations and report are not required.
- Hydrology and Hydraulics (H&H) Report is not required.
- Storm Water Quality Management Plan is not required.
- Borings will be backfilled with cuttings. If there are any utility conflict concerns, then hand auguring will be performed
- Current pavement surface condition survey from the City pavement management program is in the 60 to 80 PCI range.
- Paved surfaces will be patched with cold patch asphalt. Hot patch asphalt is not required and excluded.
- Falling Weight Deflector Meter (FWD) survey is excluded from our services.
- Existing pavement sections (provided by the City) and required design pavement section will be used to determine
- the required pavement overlay.
- Subgrade treatment options (such as cement treatment, lime treatment) are excluded.
- Percolation tests are excluded.

Section 2. Schedule

Our draft project schedule, highlighting project tasks, durations, start and completion dates, and conservative time allocations for agency and utility company review, is provided on the following page. This schedule assumes a notice to proceed (NTP) of June 2, 2025, and a final Plans, Specifications, and Estimate (PS&E) completion date within eight months of the City's NTP. After the final PS&E, there will be coordination with Caltrans involved to get construction authorization. It is our intent to review this schedule with the City at the start of the project, make any desired adjustments, and track the project work as a progress schedule by providing regular updates with the understanding of the construction allocation date of September 30, 2026.

Project Schedule



Section 3. Project Team, Key Personnel and Resumes

Project Team

Kimley-Horn has assembled an exceptional team of professionals who possess experience providing similar signal design/timing modification services and the ADA compliance evaluations, have proven project management capabilities, and are committed to providing the City with timely and high-quality deliverables.

Our team will be led by Jean Fares, PE, a successful Kimley-Horn project manager with over 35 years of experience in traffic and transportation engineering in Southern California. Jean will be responsible for day-to-day coordination with the City and our proposed task leaders and will take the lead in preparing all individual task assignments with staff. Jean will coordinate with the City's project manager to execute the scope of work and will personally manage the overall project, schedule, and deliverables, creating a single point of contact for the City to help streamline communication and coordination. Jean will also attend meetings with the City and provide timely performance from our team.

Jean will be supported by the following key staff members who have successfully completed projects in the City of West Covina: Jason Melchor, PE, who brings over 24 years of experience in transportation engineering; Sherry Ranta, PE, ENV SP, who comes with 19 years of transportation engineering experience for public works projects; and Vivian Chong, PE, who has five years of experience in transportation engineering.

In addition to our in-house team, Jean will oversee the efforts of our subconsultants: Avant-Garde for Caltrans coordination services; Calvada for surveying; and Counts Unlimited for traffic data collection. Jean and our team have worked with these subconsultants on similar local projects for many years. *In fact, Avant-Garde is currently partnering with Kimley-Horn on the City's HSIP Cycle 10 Project.*

This core team will be supported by a deep bench of exceptionally qualified engineers and analysts with direct experience working on similar projects for the City and other local Southern California agencies. As a benefit to the City, we are accustomed to responding quickly to the needs of our local clients, and our team will be available on short notice to serve you from our local offices in Downtown Los Angeles, Long Beach, and Orange.

Organization Chart

The organization chart below delineates the roles and responsibilities of both Kimley-Horn's key personnel and our subconsultant staff. Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City's project manager. Resumes that highlight the experience and qualifications of our key personnel are provided starting on the following page.



Resumes for Key Personnel



Jean Fares, PE

Project Manager; Bidding/Construction Support

Professional Credentials

- Bachelor of Science, California State Polytechnic University, Pomona
- Professional Traffic Engineer in California #2097
- Institute of Transportation Engineers (ITE), Member

Jean is a project manager with more than 35 years of professional experience in the fields of traffic and transportation engineering. He has provided traffic signal design at over 2,000 locations, signal system design at over 1,500 locations, traffic signal timing at over 2,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, transportation management plans (TMP), and traffic control plans. Jean also has extensive experience in applying traffic engineering, ITS technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Relevant Experience

- City of West Covina, Preliminary Engineering Phase Services (HSIP), West Covina, CA – Project Manager
- City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect, Santa Clarita, CA – Project Manager
- City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA – Project Manager
- City of Culver City, Signal Upgrade and Left Turn Phasing Project, Culver City, CA – Project Manager
- City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA – Project Manager
- City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA – Project Manager
- City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA – Deputy Project Manager
- City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA – Project Manager
- City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA – Project Manager
- City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA – Project Manager
- City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA – Project Manager
- City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes (HSIP Project), Thousand Oaks, CA – Project Manager
- City of San Marino, Los Robles Avenue Traffic Signal Improvement and Interconnect, San Marino, CA – Project Engineer
- City of Glendale, Smart Corridor-San Fernando Road, Glendale, CA – Project Manager
- Los Angeles County, Pomona Valley Advanced Traffic Management and ITS Project, Pomona Valley, CA – Project Manager
- Los Angeles County, Colima Road and Fullerton Road ITS and Street Improvements, Los Angeles County, CA – Project Manager
- Los Angeles County, Nogales Street Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager

- Los Angeles County, Woodruff Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager
- Los Angeles County, Marine Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager
- City of Burbank, Buena Vista Street and Winona Avenue Improvements, Burbank, CA – Project Manager
- City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA – Project Manager
- City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA – Project Director
- City of Long Beach, Long Beach Boulevard Traffic Signal System Projects, Long Beach, CA – Project Manager
- City of Whittier, Whittier Boulevard Traffic Signal System Projects, Whittier, CA – Project Manager
- Coachella Valley Association of Governments (CVAG), Traffic Signal Synchronization Project, Coachella Valley, CA – Project Manager
- City of Palmdale, On-Call Traffic Signal Design Services, Palmdale, CA – Project Manager



Jason Melchor, PE

QC/QA Manager

Jason has over 26 years of experience in the management, design, and review of traffic engineering projects, and has worked with clients in Los Angeles, Orange, Riverside, San Bernardino, and San Diego counties on a multitude of traffic engineering projects. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, street lighting, and signal interconnect and ITS design plans, and he has served as a key staff member on many transportation studies, traffic and civil engineering design and active transportation projects.

Professional Credentials

- Bachelor of Science, Civil Engineering, Specialization in Transportation, University of California, Irvine
- Professional Engineer in California #65218
- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

Relevant Experience

- City of West Covina, Preliminary Engineering Phase Services (HSIP), West Covina, CA – Project Engineer
- City of Monterey Park, Design Engineering Services for Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA – Project Engineer
- City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA – QC/QA Reviewer
- City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernardino, CA – Project Engineer
- City of Upland, FY2023/2024 Citywide Traffic Signal Modification Safety Project (54 intersections), Upland, CA – Project Manager
- City of Anaheim, Gene Autry Way Improvements (I-5 to State College Boulevard) and State College Boulevard Improvements (West Side), Anaheim, CA – QC/QA Manager
- City of Jurupa Valley, Pedley Road at Jurupa Road Intersection Improvements, Jurupa Valley, CA – Project Manager
- City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA – Traffic Signal Plans Task Lead
- City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA – Project Engineer
- City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA – Project Engineer
- City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA – Project Engineer
- City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA – Project Engineer
- City of Newport Beach, Bristol Street South Traffic Signal Improvements, Newport Beach, CA – Project Manager
- City of Newport Beach, MacArthur Boulevard Traffic Signal Improvements, Newport Beach, CA – Project Manager
- City of Orange, Glassell Street Traffic Engineering Services (HSIP Project), Orange, CA – Project Manager
- City of Orange, Glassell Street at Palmyra Avenue Traffic Signal Improvements (HSIP Project), Orange, CA – Project Manager
- City of Goleta, Citywide Traffic Signal Improvements at 32 intersections, Goleta, CA – Project Manager
- City of Pasadena, Pasadena SAFETEA-LU System Manager, Pasadena, CA – Project Engineer

- City of Burbank, Riverside Fiber Optic Improvements, Burbank, CA – Project Engineer
- City of Ontario, City Municipal Fiber-Optic Network, Ontario, CA – Project Engineer
- City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA – Project Engineer
- LA Metro, Expo Metro Line Construction Authority, Design of LRT Phase 2 (Stage B), Los Angeles, CA – Project Engineer
- City of Jurupa Valley, Flashing Yellow Arrow Signal Modifications at 10 Intersections, Jurupa Valley, CA – Project Manager
- City of Industry, On-Call Traffic Engineering Services, Industry, CA – Project Manager
- City of Eastvale, Systemic Safety Analysis Report, Eastvale, CA – Project Engineer
- City of Santa Clarita, ITS Phases II through VII Projects, Santa Clarita, CA – Project Engineer
- City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA – Project Engineer
- Orange County Transportation Authority (OCTA), Traffic Signal Synchronization Master Plan, Orange County, CA – Project Engineer
- City of Newport Beach, East Coast Highway Signal Rehabilitation Project, Newport Beach, CA – Project Manager



Kameron Qureshi, PE

ADA Evaluation Study

Kameron is a seasoned project manager who brings nearly a decade of comprehensive experience in civil engineering, traffic management, utility management, and drainage design for diverse transportation and public works projects. His proficiency extends to overseeing the design and coordination of roadway developments including the design of bike improvements, ADA improvements, intersection improvements, roadway widenings, and grade separations. With a strong foundation in civil engineering, Kameron has successfully completed numerous hydrology studies, demonstrating his understanding in optimizing drainage systems. Additionally, he is adept at developing intricate traffic control plans and delivering precise cost estimates for public road projects. Kameron's multifaceted skillset and in-depth understanding of civil engineering principles positions him as a valuable asset in the successful execution of complex infrastructure initiatives.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Engineer in California #92631

Relevant Experience

- City of Santa Monica, California Avenue Roadway Reconstruction and ADA Improvements, Santa Monica, CA – Project Manager
- County of San Bernardino, Fontana Avenue and Valley Boulevard ADA Improvements, San Bernardino County, CA – Project Manager
- City of Jurupa Valley, Limonite Avenue Traffic Signal Modification, Jurupa Valley, CA – Project Engineer
- City of Jurupa Valley, Pedley Road and Jurupa Road Intersection Analysis, Jurupa Valley, CA – Project Engineer
- City of Cathedral City, HSIP Cycle 11 Pedestrian and ADA Improvements, Cathedral City, CA – Project Manager
- County of San Bernardino, Third Street Resurfacing and ADA Improvements, San Bernardino County, CA – Project Manager
- County of Riverside, Transportation Department, Mission Boulevard Bridge Replacement, Riverside, CA – Project Manager
- City of Ontario, Ontario Ranch Road Bridge, Ontario, CA – Project Engineer
- City of Beaumont, Pennsylvania Avenue Widening: 1st Street to 6th Street, Beaumont, CA – Project Engineer
- City of Coachella, Local Road Safety Plan, Coachella, CA – Project Manager
- City of Desert Hot Springs, Hacienda Avenue Improvements, Desert Hot Springs, CA – Project Engineer
- City of Indian Wells, Highway Safety Improvement Plan – Project Manager
- City of Indian Wells, Intersection Improvement Project – Project Manager
- City of Indian Wells, Northeastern Traffic Flow Improvement Project, Indian Wells, CA – Project Engineer
- City of Indian Wells, Roadway Rehabilitation Project – Project Manager
- City of Palm Springs, Demuth Park Improvements, Palm Springs, CA – Project Manager
- City of Palmdale, Division Street and Rancho Vista Boulevard Intersection Improvement, Palmdale, CA – Project Manager



Sherry Ranta, PE, ENV SP

Civil Improvements; Bidding/Construction Support

Sherry has over 19 years of experience on public works projects in Los Angeles County and Southern California. She effectively interfaces with clients, supervises and coordinates work with other engineers and drafters, and is responsible for project design and production, overall project coordination, and construction administration. Her background in architecture and construction management gives her a thorough understanding of design and construction. She will contribute valuable engineering services that enhance the project's design and positively affect the budget and schedule.

Professional Credentials

- Master of Science, Civil Engineering, University of California, Los Angeles
- Bachelor of Science, Architecture, Azad University of Art and Architecture, Tehran, Iran
- Professional Engineer in California #77729
- Envision Sustainability Professional

Relevant Experience

- City of Monterey Park, Potrero Grande Intersection Safety Improvements, Monterey Park, CA – Project Manager
- Mindanao Way Street Widening, Marina Del Rey, CA – Principal in Charge
- Caltrans, Lincoln Boulevard Widening, Marina Del Rey, CA – Principal in Charge
- Undergrounding SCE and LADWP Overhead Lines Along Lincoln Boulevard, Marina Del Rey, CA – Principal in Charge
- Wilshire Boulevard Widening Between Fairfax Boulevard and Ogden Drive, Los Angeles, CA – Project Manager
- Santa Monica Boulevard Widening Between Las Palmas and McCadden Place, Hollywood, CA – Principal in Charge
- Hollywood Boulevard Widening Between Highway 101 Offramp and Milton Place, Hollywood, CA – Principal in Charge
- Figueroa Street Widening Between Venice Boulevard and Cameron Lane, Los Angeles, CA – Project Manager
- Figueroa Street Widening at 38th Street, Los Angeles, CA – Project Manager
- Los Angeles County Museum of Arts (LACMA), Broad Contemporary Art Museum Building, Los Angeles, CA – Project Manager



Vivian Chong, PE

Traffic Signals Improvements; Bidding/Construction Support

Professional Credentials

- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #95833

Vivian is a civil engineer and has led and managed projects involving signal design, fiber-optic design, signing and striping, ADA curb ramp design, and traffic control for multiple jurisdictions throughout her career at Kimley-Horn. She has a strong background in projects involved with increasing safety for pedestrians and bicyclists, delivered on multiple projects with strict schedules, and familiar with HSIP, Active Transportation Plans (ATP), and Safe Streets for All (SS4A) grant funding requirements. She has extensive experience at every step of a project, such as executing site visits, producing plans, specifications, and estimate packages, managing budgets, keeping the project on schedule, coordinating with various jurisdictions, subconsultants, and utility companies, and providing support during the bidding and construction phases.

Relevant Experience

- City of West Covina, Preliminary Engineering Phase Services for HSIP Cycle 10 Improvements, West Covina, CA – Analyst
- City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect, Santa Clarita, CA – Analyst
- City of Culver City, MOVE Culver City 2023, Culver City, CA – Analyst
- City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA – Analyst
- City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA – Analyst
- City of Thousand Oaks, Thousand Oaks Boulevard Pedestrian Crossing, Thousand Oaks, CA – Analyst
- City of Palm Desert, Traffic Operations and Capacity Improvements Project, Palm Desert, CA – Analyst
- City of Palm Springs, Citywide Engineering and Traffic Survey (E&TS), Palm Springs, CA – Analyst
- City of Manhattan Beach, Manhattan Beach Advanced Traffic Signal Project, Manhattan Beach, CA – Analyst
- City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements, Palm Springs, CA – Analyst
- City of West Covina, Preliminary Engineering Phase Services for HSIP Cycle 10 Improvements, West Covina, CA – Project Engineer
- City of South El Monte, HSIP Cycle 10 Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA – Project Engineer
- City of South El Monte, HSIP Cycle 10 Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, South El Monte, CA – Analyst
- City of Monterey Park, HSIP Cycle 9 Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA – Analyst
- City of West Hollywood, HSIP Cycle 10 Civil Engineering Design for Sunset/Santa Monica Fiber Loop, West Hollywood, CA – Analyst
- City of Maywood, HSIP Cycle 11 Traffic Signal Improvements at Various Signalized Intersections, Maywood, CA – Project Engineer
- County of Ventura, HSIP Cycle 10 Systemic Countywide Signalized Intersection Improvements, Ventura County, CA – Project Engineer
- County of Ventura, Las Posas Road and 5th Street Intersection Improvements, Ventura, CA – Analyst
- City of Santa Clarita, ITS Phases II-VII Projects, Santa Clarita, CA – Analyst
- City of Santa Clarita, Newhall Bike Boulevard, Santa Clarita, CA – Analyst
- City of Inglewood, ITS Gap Closure Part II, Inglewood, CA – Analyst

- County of Los Angeles, Eastern Avenue Traffic Signal Synchronization Plan (TSSP), Los Angeles County, CA – Analyst
- County of Los Angeles, Rosecrans Avenue TSSP, Los Angeles County, CA – Analyst
- County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA – Analyst



Ryan Calad, PE, TE

Signal Timing

Ryan has more than 19 years of experience and is a recognized leader in the transportation and public works field specializing in intersection and signal system design and operation. He has served as a project manager on various traffic signal PS&E, synchronization, and ITS projects. His experience is in intersection and signal system design and operation. He has conducted extensive work in the development of optimized timing plans for nearly 2,000 signals, in addition to implementing, troubleshooting, and operating controllers and central systems.

Professional Credentials

- Bachelor of Science, Ecology, University of California, Irvine
- Registered Professional Engineer in California #91422
- Registered Traffic Engineer in California #2692
- Institute of Transportation Engineers (ITE), Member
- Intelligent Transportation Society of America (ITS America), Member
- Orange County Traffic Engineering Council

Relevant Experience

- City of Santa Monica, Signal Synchronization, Santa Monica, CA – Project Manager*
- City of Santa Monica, On-Call Traffic Signal Timing Database Conversions, Training, and Deployment Support, Santa Monica, CA – Project Manager
- Los Angeles County Department of Water and Power (LACDWP), Washington Boulevard TSSP Los Angeles, CA – Project Manager*
- City of Seal Beach, Seal Beach Boulevard TSSP, Seal Beach, CA – Project Manager*
- City of Laguna Niguel, Alicia Parkway Regional Traffic Signal Synchronization Program (RTSSP), Laguna Niguel, CA – Project Manager
- City of Inglewood, Arbor Vitae Street, Prairie Avenue, La Cienega Boulevard, and Florence Avenue Traffic Signal Synchronization, Inglewood, CA – Project Manager
- City of Long Beach, Metro Blue Line Signal Synchronization Projects. Long Beach, CA – Project Manager*
- City of Long Beach, Studebaker Road Complete Streets/ITS Project, Long Beach, CA – Task Manager*
- City of Long Beach, Spring Street TSSP, Long Beach, CA – Project Manager*
- City of Long Beach, Willow Street TSSP, Long Beach, CA – Project Manager*
- City of Long Beach, Ocean Avenue TSSP, Long Beach, CA – Project Manager*
- City of Culver City, 2023 Traffic Signal Optimization, Culver City, CA – Project Manager*
- City of Inglewood, Downtown Intelligent Transportation System Project, Inglewood, CA – Project Manager*
- City of Inglewood, ITS Master Plan Phase VI Design Improvements, Inglewood, CA – Project Manager*
- OCTA MacArthur/Talbert TSSP, Orange County, CA – Task Lead

**Prior to joining Kimley-Horn*



Keith LeNoue

Funding Administration

AVANT GARDE

Professional Credentials

- Master of Business Administration, Azusa Pacific University
- Bachelor of Science, Business Management, Azusa Pacific University

Keith has over six years of experience in administrative and municipal program services and contract administration. As Program Manager, Keith's main responsibilities include fund administration, grant research and writing, community outreach support, and program management services. Keith assists clients by identifying federal and state fund allocation balances, assisting in determining eligible projects, and providing advisement of program requirements. He is experienced in issues impacting City governments and has developing expertise in contract administration. His responsibilities have included interfacing with Federal, State and Local Agencies to define, develop, and manage project scopes, schedules, cooperative agreements and overall project management to ensure projects are delivered on time and on schedule. Keith manages the preparation of documents in accordance with the Local Assistance Procedures Manual for federally funded projects. He assists with processing documentation for projects to obtain Caltrans authorizations and reimbursement requests.

Relevant Experience

- OCTA, On-Call Support Services for State and Federal-Aid Project Programming, Orange County, CA – Funding Administration
- California State University, Fullerton (CSUF), Pedestrian/Gateway Bridge Project, Fullerton, CA – Funding Administration
- City of Bell Gardens, Citywide Safety Improvement ATP, Bell Gardens, CA – Funding Administration
- City of Bell Gardens, Citywide Safety Improvement ATP, Bell Gardens, CA – Funding Administration
- City of El Monte, Santa Anita Active Transportation Capital Improvement Project (CIP), El Monte, CA – Funding Administration
- City of Monterey Park, ATP Cycle 4, Monterey Park, CA – Funding Administration
- City of Monterey Park, HSIP Cycle 7 and 9, Monterey Park, CA – Funding Administration
- City of Norwalk, Alondra Boulevard ATP Cycle 3, Norwalk, CA – Funding Administration
- City of Norwalk, Studebaker Rosecrans and Cecila HSIP Cycle 6, 7, and 8, Norwalk, CA – Funding Administration
- City of Norwalk, Alondra Piuma and Shoemaker HSIP Cycle 7 and 8, Norwalk, CA – Funding Administration
- City of South Rosemead, Delta Avenue from Mission to Well ATP, Rosemead, CA – Funding Administration
- City of South El Monte, Signal Modifications at Various intersections HSIP Cycle 7, South El Monte, CA – Funding Administration
- City of Ventura, Harmon Barranca Gap Closure ATP, Ventura, CA – Funding Administration



Lissette Montoya

Funding Administration

AVANT GARDE

Professional Credentials

- Master of Business Administration, California State Polytechnic University Pomona
- Bachelor of Science, Business Management, California State Polytechnic University Pomona

Lissette has more than 20 years of experience in project management, analysis, funding management, grant administration, and community outreach programs. She serves as the Vice-President and CFO of Avant-Garde. Her expertise includes identifying federal and state fund allocation balances, programming funds, and administering long-and-short range programs consistent with the economic capabilities of the City. Lissette directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, and she assists in determining eligible projects for various funding sources. She also manages development and capital improvement programs/projects from conception to completion. Lissette has helped various agencies in performing a variety of analyses and studies to identify State and Federal funding options. Additionally, she has experience in grant writing, project monitoring, labor compliance, and funding administration services. Her team has successfully monitored federal and state funding for municipal agencies throughout Southern California and has secured over $560.5 million in funding for government agencies.

Lissette is proficient in managing and preparing funding reimbursement requests and reporting through various agencies (FHWA, Metro, Caltrans, HUD) for various multi-million-dollar projects. This includes programing projects in the Federal Transportation Improvement Program, processing of fund exchanges and preparing funding packages to Metro (Call for Projects, Local Return, Discretional Funding), the California Transportation Commission, Caltrans and FHWA. Lissette, has completed the lengthy process to receive federal security clearance to access the FHWA database for TIGER reporting purposes. Lissette is very familiar with the Caltrans Local Assistance Process and preparing the necessary submittals to obtain Caltrans approvals for Environmental and right-of-way clearances, and securing obligation (E76) of funds for design and construction projects.

Relevant Experience

- OCTA, On-Call Support Services for State and Federal-Aid Project Programming, Orange County, CA – Funding Administration
- CSUF, Funding Administration for Nutwood Pedestrian/Gateway Bridge, Fullerton, CA – Funding Administration
- City of Bell Gardens, Citywide Safety Improvement ATP, City of Bell Gardens, CA – Funding Administration
- City of Bell Gardens, Citywide Safety Improvement ATP, City of Bell Gardens, CA – Funding Administration
- City of El Monte, Santa Anita Active Transportation CIP, El Monte, CA – Funding Administration
- City of Monterey Park, ATP Cycle 4, City of Monterey Park, CA – Funding Administration
- City of Monterey Park, HSIP Cycles 7 and 9, City of Monterey Park, CA – Funding Administration
- City of Norwalk, Alondra Boulevard ATP Cycle 3, City of Norwalk, CA – Funding Administration
- City of Norwalk, Studebaker, Rosecrans, and Cecila HSIP Cycle 6, 7, and 8, City of Norwalk, CA – Funding Administration



Alyssa Maldonado

Funding Administration

AVANT GARDE

Alyssa, a new team member of Avant-Garde, brings her administrative skills to the Grant Administration team. Since joining Avant-Garde, her responsibilities include working closely with program managers to support clients in preparing documents in accordance with the Local Assistance Procedures Manual for federally funded projects. Additional responsibilities include tracking projects to ensure that all submittal documents are up to date, and assisting with preparing future submittals as needed. She also follows up on projects and requests information needed for documents.

Professional Credentials

- Bachelor of Arts, English, Northwest University
- Associate of Arts, Education, Iowa Western University

Relevant Experience

- CSUF, Pedestrian/Gateway Bridge Project, Fullerton, CA – Funding Administration Program Assistant
- City of Alhambra, STPL Poplar Boulevard Project, Alhambra, CA – Funding Administration Program Assistant
- City of Alhambra, Measure R 710 Mobility Improvement Project (MIP), Alhambra, CA – Funding Administration Program Assistant
- City of Bell Gardens, Eastern Avenue Improvement project, Bell Gardens, CA – Funding Administration Program Assistant
- City of Bell Gardens, Clean California Improvement Hannon Park and Julia Russ Asmus Park, Bell Gardens, CA – Funding Administration Program Assistant
- City of Bell Gardens, HSIP Cycle 11 Intersections of Florence Avenue/Garfield Avenue and Eastern Avenue/Gage Avenue, Bell Gardens, CA – Funding Administration Program Assistant
- City of Industry, Citywide Bridge Project, Industry, CA – Funding Administration Program Assistant
- City of Lynwood, Wright Road, Lynwood, CA – Funding Administration Program Assistant
- City of Monrovia, Huntington Drive Improvement Project, Monrovia, CA – Funding Administration Program Assistant
- City of Monterey Park, Monterrey Pass Road, Monterey Park, CA – Funding Administration Program Assistant
- City of Monterey Park, Measure R 710 MIPs, Monterey Park, CA – Funding Administration Program Assistant
- City of Pico Rivera, HSIP Cycle 11 Citywide Traffic Signal Safety Enhancements Project, Pico Rivera, CA – Funding Administration Program Assistant
- City of Rosemead, Measure R 710 MIPs, Rosemead, CA – Funding Administration Program Assistant
- City of South El Monte, HSIP Cycle 10 Traffic Signals at Lee, Garvey, Durfee, and Peck, South El Monte, CA – Funding Administration Program Assistant
- City of West Covina, STPL Azusa Avenue Steet Rehabilitation Project, West Covina, CA – Funding Administration Program Assistant
- OCTA, Multiple State and Federally Funded Projects, Orange County, CA – Funding Administration Program Assistant



Saul Melgarejo Jr., PLS

Design Survey

CAL VADA SURVEYING, INC.

Saul has worked in the land surveying industry since 2006, in the capacity of project manager for the Topographic/Aerial Survey Division. He has managed projects for some of the industry's largest clients. He is experienced in topographic mapping, boundary surveys, environmental compliance, analysis, and High-Definition Laser Scanning.

Professional Credentials

- Bachelor of Science, Civil Engineering, Geospatial Emphasis, California State Polytechnic University, Pomona
- Professional Land Surveyor in California #9807
- American Council of Engineering Companies (ACEC), Member
- California Land Surveyors Association (CLSA), Member

As the Project Manager for Calvada Surveying, Inc., Saul leads and oversees the land survey team on this project. His daily responsibilities include managing project schedules and budgets, coor dinating the efforts of the field survey team, and ensuring the highest standards of quality and accuracy in all survey work both in the field and the office. Additionally, he is the main point of contact for the project, communicating regularly with clients to provide updates on project progress and address any concerns or issues that may arise. His role is to ensure that the project is completed on time, within budget, and to the satisfaction of the client by managing all aspects of the project and coordinating with other teams and vendors involved in the project. He is also responsible for CAD team oversight, preliminary QC/QA, office and field management, technology development, project coordination, supervision, and final delivery.

Relevant Experience

- City of Fontana, Fontana Safe Routes to School Gap Closure, Fontana, CA – Project Manager
- City of Apple Valley, Civic Center Park – PS&E for New Pickleball Court, Apple Valley, CA – Project Manager
- City of Highland, Northeast Del Rosa ADA Ramps (H15116, H15117, and H15032), Highland, CA – Project Manager
- City of Los Angeles Parks and Recreation Department, Proposed Kittridge Street Park, North Hollywood, CA – Project Manager
- City of Los Angeles Parks and Recreation Department, Pecan Recreation Center, Los Angeles, CA – Project Manager
- City of Los Angeles Parks and Recreation Department, Campo De Cahuenga Park, Studio City, CA – Project Manager
- City of Los Angeles Parks and Recreation Department, Shatto Recreation Center, Los Angeles, CA – Project Manager
- City of Los Angeles Parks and Recreation Department, Tobias Avenue Park, Panorama City, CA – Project Manager
- City of Los Angeles Parks and Recreation Department, North Hollywood Dog Park, North Hollywood, CA – Project Manager
- City of Los Angeles, TOS-98 San Fernando Valley LA Green Streets (Victory) – Project Manager
- City of Los Angeles, TOS-25 Stormwater Capture Parks Program - Six Parks – Project Manager
- City of Los Angeles, TOS-33 Penmar Water Quality Improvement Project Phase III – Project Manager
- City of Los Angeles, TOS-62 – Wilmington Neighborhood Greening Project – Project Manager

Section 4. Company Qualifications

Kimley-Horn Qualifications

Firm Profile



Kimley-Horn is a full-service engineering, planning, and environmental consulting firm with 143 offices nationwide employing more than 8,500 staff members who provide a comprehensive range of services to public and private clients acro ss the nation.

We were founded by professionals in traffic engineering and transportation planning, and these disciplines continue to be at the cornerstone of our practice. Our range of services covers urban and regional transportation planning, traffic signal warrant studies, traffic signal systems design and implementation, signal coordination and timing, traffic impact analyses, and grant funding and administration.

Because traffic engineering and transportation planning have been mainstays of Kimley-Horn's practice for more than 58 years, the City can be assured that we have experienced professionals and resources to meet the project's needs. We have provided a wide range of traffic engineering consulting services to government agencies throughout California and the U.S.

Relevant Services Offered

As a recognized nationwide leader in engineering consulting services, Kimley-Horn's professionals understand the complexities of similar projects and can develop informed solutions tailored to your specific needs. We have an extensive history of completing similar traffic signal network upgrade projects successfully, on time, and within budget. Our technical qualifications and strengths cover a wide variety of project types and requirements that will be used as determined at each project site. Some of our principal practice areas include:

Traffic Signals/Traffic Control Devices

Signal design and construction is one of the cornerstones of Kimley-Horn's professional practice. Over the past five decades, we have developed signal designs for thousands of intersections for state departments of transportation and municipalities nationwide. Our experience in advanced traffic management projects includes citywide signal system designs, transportation control centers, electronic toll facilities and revenue control systems, and innovative transit and public transportation systems. Each of our systems is designed not only to address current needs, but also to accommodate future growth and advances in technology. We have been responsible for virtually every aspect of traffic systems including PS&E packages, conceptual designs, operational feasibility, communication architecture, system design, software development, and deployment and implementation plans.

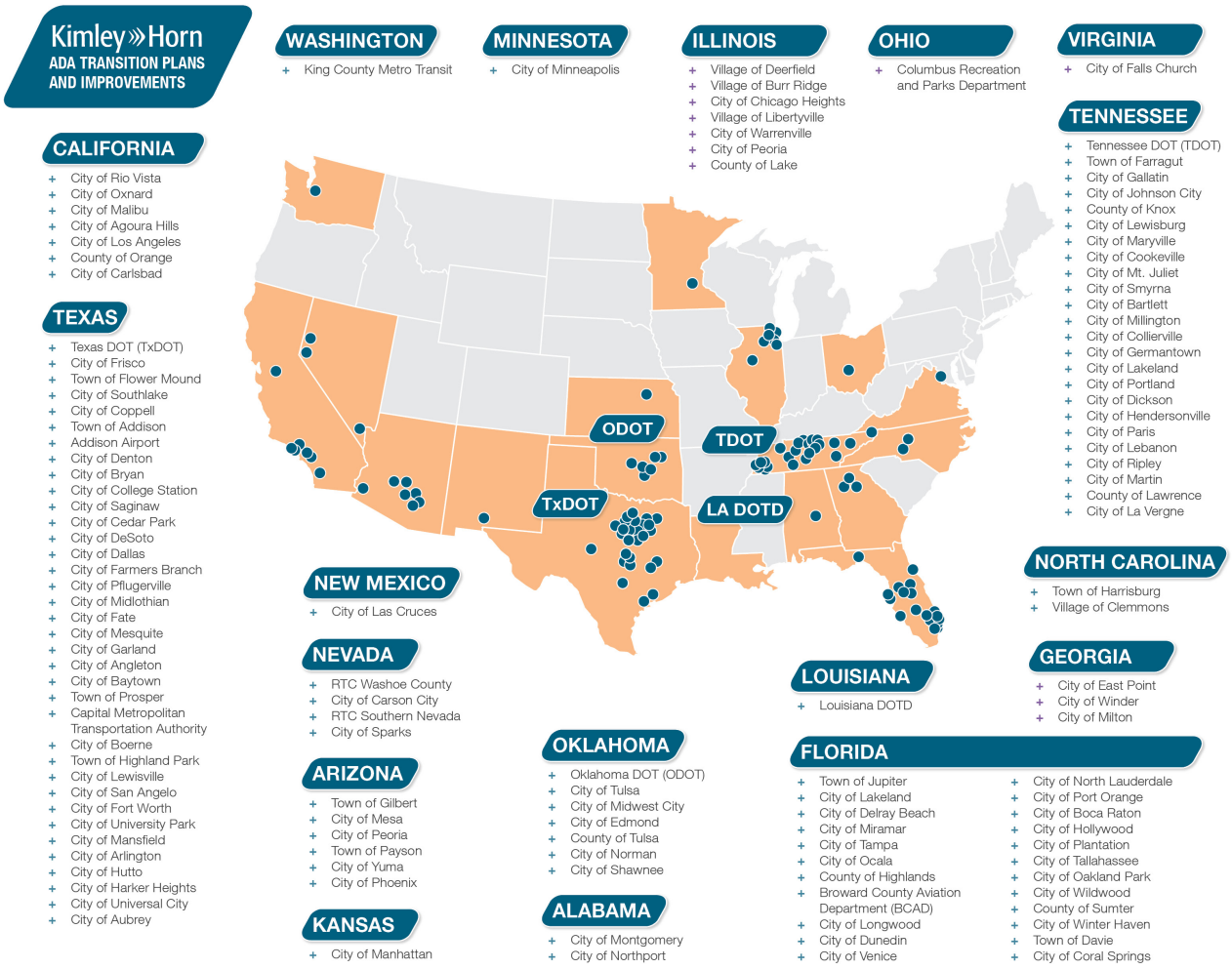
ADA Compliance

Kimley-Horn engineers are on the forefront of ADA compliance implementation, helping municipalities upgrade aging infrastructure to meet applicable ADA standards and ordinances. Our experience and knowledge ranges from curb ramp and

sidewalk design to pedestrian-dedicated paths and walkways. Kimley-Horn understands how to implement improvements that benefit our clients, as well as the general public.

Kimley-Horn is also a recognized leader in developing ADA Transition Plans. Our team has assisted numerous Title II agencies (including Departments of Transportation [DOTs], municipalities, counties, universities, and transit agencies) with developing an implementation plan to upgrade aging infrastructure to meet applicable ADA standards. We understand how to identify and secure funding through active federal grants and implement improvements that benefit our clients and the general public. Kimley-Horn has worked independently and with partner accessibility specialists to deliver ADA services and accessibility solutions and deal with all state and federal accessibility laws.

The map below offers a mere snapshot of the ADA Transition Plans and improvements we have completed or are working on for public agencies across the nation.



Familiarity with Local, State, and Federal Funding Procedures

Kimley-Horn has completed the planning and design for a wide variety of local, state, and federally funded projects across California. We specialize in complying with the requirements that come with grant funded projects and have extensive experience working directly with all the Caltrans districts, including District 7. We routinely work with agencies across California to help them shepherd their projects through Caltrans Local Assistance, assisting them in acquiring E-76s for all

types of projects—from small sidewalk projects to larger freeway-improvement projects that require Caltrans encroachment permits.

Roadway and Intersection Improvements

A roadway intersection is a dynamic element in your transportation infrastructure. The efficiency of intersection operation maximizes the efficiency of the entire roadway system. Every intersection has a unique combination of features—roadway layout, signal equipment, and mix and volume of vehicles, pedestrians, and bicycles. As a result, every intersection requires careful study to develop and apply safe, efficient, and flexible design.

Our in-house staff understands all aspects of roadway design, including intersection geometrics, utility relocations, traffic control, signalizations, signing and marking, and erosion control, allowing us to be an efficient and coordinated partner to the city.

Signing and Pavement Markings

As a component to roadway design and traffic engineering, Kimley-Horn has prepared numerous signing and pavement marking plans for various projects. These projects include studies of extensive signing and pavement marking plans for urban and rural roadway projects. Our goal is to successfully maintain the safety of pedestrians and vehicular traffic. In addition, Kimley-Horn has the capabilities to prepare these plans in accordance with the Manual of Uniform Traffic Control Devices and Caltrans Design Standards.

Bidding and Construction Support

Kimley-Horn routinely serves clients during construction phases of their projects, providing bidding and construction support services to make sure our clients' projects are successful throughout. We can assist in preparing and distributing bid documents for the City, review contractor bids, and prepare bid tabulation and contractor recommendations. Although our aim is to prepare a plan set that can stand by itself, we will respond to contractor requests for information and clarification in a timely manner. Our experience with construction contract administration has made our traffic and transportation designs more cost effective and practical and gives us the ability to solve problems in the field during construction.



Relevant Project Experience

Kimley-Horn has experience performing similar signalized intersection work and ADA compliance services for public agencies throughout Southern California and the U.S. Below is a matrix that summarizes our team's extensive experience. Following this table, we have included a selection of key projects that demonstrate Kimley-Horn's successful track record in greater detail. Additional relevant projects can be found in *Section 5. References* of this proposal.

Projects	Project Management	Background Research	Field Check/Data Collection	Utility Coordination	Environmental Analysis	Right-of-Way	Traffic Signal Design (PS&E)	Signal Timing	Contractor Coordination	Local Assistance Procedures Manual (LAPM)	Bidding	Construction Support	ADA Self-Evaluation	ADA Transition Plan
City of West Covina, HSIP Cycle 10 Improvements	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect	✓	✓	✓	✓			✓							
City of Culver City, MOVE Culver City 2023	✓	✓	✓				✓							
City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
City of Monterey Park, Potrero Grande Drive Intersection Safety Improvements	✓	✓	✓	✓					✓			✓		
City of Thousand Oaks, Lawrence Drive and Teller Road Intersection Improvements	✓	✓	✓	✓	✓				✓		✓	✓		
County of Ventura, Hueneme Road Corridor Traffic Signal and Safety Improvements Project	✓	✓	✓	✓			✓		✓		✓	✓		
City of Palm Springs, Indian Canyon Drive and Via Escuela Traffic Signal Design	✓	✓	✓	✓	✓		✓		✓		✓	✓		
City of Inglewood, IBEC Mitigation Measure PS&E	✓	✓	✓	✓			✓		✓		✓	✓		
City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓		
City of South El Monte, Traffic Signal Improvements at Various Signalized Intersections	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		

Projects	Project Management	Background Research	Field Check/Data Collection	Utility Coordination	Environmental Analysis	Right-of-Way	Traffic Signal Design (PS&E)	Signal Timing	Contractor Coordination	Local Assistance Procedures Manual (LAPM)	Bidding	Construction Support	ADA Self-Evaluation	ADA Transition Plan
City of Santa Clarita, Traffic Engineering Services for Vista Canyon Project			✓	✓			✓							
City of Palm Springs, Traffic Signal Improvements	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
City of Pico Rivera, Citywide Traffic Safety Signal Enhancements	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
City of Manhattan Beach, Advanced Traffic Signal System	✓	✓	✓	✓	✓	✓	✓		✓			✓		
City of Palm Springs, Traffic Safety Enhancements	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
County of Orange, ADA Transition Plan, Phase 2														✓
City of Yuma, AZ, ADA Self-Evaluation and Transition Plan, Phase 2													✓	✓
City of Gallatin, TN, ADA Self-Evaluation and Transition Plan													✓	✓
City of Denton, TX, ADA Self-Evaluation and Transition Plan													✓	✓
Oklahoma Department of Transportation, ADA Self-Evaluation and Transition Plan (Statewide)													✓	✓
City of North Lauderdale, FL, ADA Self-Evaluation and Transition Plan													✓	✓
City of Saginaw, TX, ADA Self-Evaluation and Transition Plan													✓	✓
County of Knox, TN, ADA Self-Evaluation and Transition Plan													✓	✓
Columbus Recreation and Parks Department, OH, ADA Self-Evaluation and Transition Plan													✓	✓
City of Plantation, FL, ADA Self-Evaluation and Transition Plan													✓	✓

City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA

Kimley-Horn is working with the City of South El Monte to improve the safety and operability of 11 signalized intersections throughout the City. The City compiled collision data history and guidance from the Caltrans Local Roadway Safety Manual (LRSM) to develop two countermeasures: improve signal hardware and install pedestrian countdown signal heads. Our team is working with the City to evaluate each project site to determine the upgrades and improvements needed and provide preliminary environmental studies, PS&E, bidding and construction support, and record drawings as-builts. Kimley-Horn is partnering with Avant-Garde, who is responsible for coordinating all grant administration work and Caltrans coordination needed to complete this project in a timely and cost-efficient manner.

City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA

Kimley-Horn is assisting the City of Palm Springs with upgrading traffic signal equipment at nine intersections to improve motorist and pedestrian and bicyclist safety. The City completed a citywide roadway safety analysis and ranked all intersections on collision frequency and severity of collisions. The crash data analysis and field observations indicated that signal hardware upgrades could improve conditions related to injury crashes involving motorists, bicycles, and pedestrians. The nine project intersections were identified based on a high number of unsafe speeding vehicles, traffic signals and signs, and automobile right-of-way related collisions. Kimley-Horn's services include the installation of Advanced Dilemma Zone Detection (ADZD), implementing a protected left-turn phase, and the upgrade of pedestrian signal heads and push buttons (PPBs). In addition, Kimley-Horn is upgrading the ADA curb ramps to improve pedestrian safety where ADA-compliant ramps are currently not present. This project also includes the implementation of new traffic signal timing plans to improve traffic operations and safety throughout the day. The project controllers have Intelight MAXTIME software and are controlled by a MAXVIEW central system. Kimley-Horn is providing civil, traffic, and environmental services, including development of a Preliminary Environmental Study (PES) and CEQA/NEPA documents.

City of Culver City, Signal Upgrade and Left Turn Phasing (HSIP Project), Culver City, CA

Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the City. Duties include field review and survey, utility research, ADA curb ramp design, and the preparation of construction drawings for traffic signal modification design and the installation of left-turn phasing at the intersections.

City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA

Through Caltrans' HSIP Cycle 9 funding, the City of San Bernardino received funding to upgrade various signal hardware for 224 signalized intersections throughout the City. Proposed improvements at the 224 project intersections included upgrades to signal hardware components, including traffic signal heads, push buttons, and pedestrian signal heads. Most of the traffic signal hardware at the study intersections was installed decades ago and required equipment upgrades to bring signal hardware component operations up to date to meet minimum ADA and CA MUTCD requirements. Kimley-Horn provided PS&E services and assisted the City in updating outdated and damaged traffic signal hardware, installing new hardware where necessary, and improving safety by implementing or replacing traffic signal head components, pedestrian signal heads, and pedestrian push buttons. Kimley-Horn is providing civil, traffic, and environmental services, including development of a PES and CEQA/NEPA documents.

County of Orange, ADA Transition Plan, Phase 2, Orange County, CA

Kimley-Horn developed the ADA Transition Plan for the County of Orange, which involved a countywide assessment of 26 unincorporated communities throughout the County to review and assess compliance of public facilities with ADA guidelines. The review included 396 miles of sidewalk, 6,548 curb ramps, and 762 traffic signal push buttons. We presented at 10 community meetings and pop-up events and developed a PublicCoordinate map to solicit resident feedback. We developed

prioritization metrics and prioritized improvements into a recommended project list and schedule for removing barriers. We provided the County with a database to track competition of ADA barrier removal projects over time. The Transition Plan included a review of programs, services, and activities, and complies with ADA requirements.

City of Yuma, ADA Self-Evaluation and Transition Plan, Phase 2, Yuma, AZ

The City of Yuma is developing their ADA Self-Evaluation and Transition Plan in multiple phases, with Phase 2 consisting of an ADA compliance review of the City of Yuma's buildings and associated parking lots/paths of travel, recreational facilities, parks, park sidewalks, signalized intersections, public rights-of-way arterial sidewalks, and associated parking lots/paths of travel, curb ramps, and railroad crossings. Kimley-Horn is currently evaluating nine buildings and parking lots, four recreational facilities and parking lots, 23 parks and parking lots, 46 signalized intersections, 32 linear miles of sidewalk corridors along arterial roadways, 229 unsignalized intersections and driveways, and 588 curb ramps along unsignalized intersections. Our services also include an update of the Transition Plan; assisting the City of Yuma in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public; and ESRI dashboard development.

City of Gallatin, ADA Self-Evaluation and Transition Plan, Gallatin, TN

Kimley-Horn reviewed all of the City of Gallatin's programs, procedures, and policies; employment practices; ordinances; website; and design standards. In addition, the project included an ADA compliance review of 17 buildings and associated parking lots, eight parks and associated parking lots, 20 signalized intersections, 14 linear miles of park sidewalks and associated curb ramps, and 8 linear miles of trails. The Final Transition Plan was submitted and approved by the City Council in December 2018. Following the completion of the initial project, the City of Gallatin asked our team to complete a second phase that included an ADA compliance review of 24 signalized intersections and 79 miles of public right-of-way sidewalk. The City of Gallatin's 2018 Transition Plan was updated in August 2020 to include findings for the additional facility evaluations. As part of the second phase, we provided City of Gallatin staff with training to understand the requirements so that existing facilities and new construction in the public rights-of-way comply with the Public Right-of-Way Accessibility Guideline (PROWAG). The City of Gallatin asked our team to complete a third phase in 2024, which is focused on streamlining the City of Gallatin's tracking, monitoring, and database management tools and training City of Gallatin staff to allow for efficient update of the Transition Plan information as barrier removal projects are completed.

City of Denton, ADA Self-Evaluation and Transition Plan, Denton, TX

Kimley-Horn established the evaluation criteria, methodology, and procedures to evaluate, provide cost projections for, and implement ADA improvements. Facilities we evaluated as part of the first project phase included 124 signalized intersections, 375 miles of sidewalk and associated driveways, and more than 2,500 curb ramps. Facilities we evaluated as part of the second project phase included 72 buildings, 40 parks, 33 miles of paved trails, and 15 miles of unpaved trails. We also reviewed the City of Denton's grievance process and ADA public notice. The team solicited feedback from the public and the City of Denton's Committee on Person with Disabilities on accessibility via survey, interactive web map, and in-person meetings.

Subconsultant Qualifications

Avant-Garde

Avant-Garde has built a strong reputation for providing innovative funding solutions. Their years of practice have resulted in a solid foundation of experience and technical knowledge as well as a dedication to integrity, excellence, and quality. They are proud of their strong reputation in meeting aggressive schedules and their ability to multi-task to provide their clients specialized attention and service. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority

business enterprise (MBE), women business enterprise (WBE), disadvantaged business enterprise (DBE), and small business enterprise (SBE).

Avant-Garde has successfully provided grant research, grant writing, fund administration, compliance management, and community outreach for over 20 years. Their understanding of federal and state requirements, funding administration, and the complex diversity of Southern California makes Avant-Garde uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant; deliver a variety of grants in the fields of park development, recreation, infrastructure, public safety, public health, planning and community development, historic preservation, visual and performing arts, education, and outreach; deliver reports and documents to see projects through from inception to conclusion or termination; and administer federal, state and regional required submittals and reporting. *Avant-Garde has been successful in obtaining $560.5 million in competitive grant funds.*

Relevant Project Experience

California State University, Fullerton, Nutwood Pedestrian/Gateway Bridge, Fullerton, CA

Avant-Garde recently partnered with California State University, Fullerton to provide funding administration services for their pedestrian bridge. This bridge will span a key campus crossing at Nutwood and Commonwealth Avenues, aiming to enhance pedestrian safety, mitigate neighborhood concerns, and improve traffic flow.

OCTA, On-Call State and Federal Aid Project Programming, Orange County, CA

Avant-Garde has recently partnered with OCTA to provide funding administration services for their Congestion Mitigation and Air Quality (CMAQ)/Surface Transportation Block Grant (STBG) call for county-wide projects. The Orange County Complete Streets Program projects are federally funded and require both general and technical assistance, which is Avant-Garde's specialty. With extensive experience managing state and federal funding operated by both Caltrans and OCTA. Avant-Garde operates in accordance with Caltrans' LAPM. The team is knowledgeable about authorized funds, the reimbursement request process, and obtaining necessary clearances.

Calvada Surveying, Inc.

CALVADA SURVEYING, INC.

Calvada is a Disabled Veteran and Minority Disadvantaged-Owned land surveying firm established in 1989. Their seamless integration of Civil 3D ensures efficient digital data transfer, saving both time and costs. Additionally, their ability to deploy field personnel on short notice enables them to meet stringent deadlines and deliver the critical data needed for successful project execution.

Calvada takes pride in being pioneers of advanced land surveying technology while maintaining a strong, family-oriented company culture. Calvada was built on the dedication and expertise of their highly experienced staff, which includes professional land surveyors, skilled field and office personnel, in-house support staff, mapping technicians, and project managers—all of whom uphold the highest standards of professionalism. Calvada's headquarters in Corona is home to 48 professionals, including six licensed Professional Land Surveyors and 12 fully equipped two-person field crews. Calvada leverages the latest in land surveying technology while delivering superior customer service and technical expertise. Their goal is to provide timely, accurate results to keep projects on schedule and within budget.

Relevant Project Experience

City of Los Angeles, Design and Support Services During Construction for Backlog Reduction, Vision Zero Initiative, South Bay MSP Curb Ramps, and Traffic Infrastructure Facilities at Various Locations, Los Angeles, CA

As a subconsultant, Calvada provided professional land surveying services for the City of Los Angeles, including the survey of 32 intersections throughout the County of Los Angeles and development of design files for updating the sidewalk and ADA ramps and making other site improvements. Calvada conducted a comprehensive topographic survey of the 32 project areas, which included mapping the natural and man-made features of the area such as elevations, contours, drainage, and structures. With the information gathered, Calvada prepared a topographic survey map and a control map, detailing the survey monumentation, which was crucial for the client's future land development and construction plans.

City of San Luis Obispo, TetraTech, TOS 13 Site 6574 Cass Avenue, San Luis Obispo, CA

As a subconsultant, Calvada provided professional land surveying services for the TOS 13 Site 6574, which required updates to the sidewalks and ADA ramps in the project area as well as additional site improvements. Calvada conducted a comprehensive topographic survey of the project area, which included mapping the natural and man-made features of the area such as elevations, contours, drainage, and structures. With the information gathered, Calvada prepared a topographic survey map and a control map, detailing the survey monumentation, which was crucial for the client's future land development and construction plans. Additionally, Calvada performed a thorough utility investigation. Calvada identified and mapped the location of all underground utilities such as water, gas, and electrical lines to ensure the client's plans were in compliance with local regulations and avoid any potential conflicts or delays.

City of Los Angeles, Sidewalk Improvement Project, Los Angeles, CA

As a subconsultant, Calvada provided professional land surveying services for the City of Los Angeles, including the survewy of 12 intersections throughout the County of Los Angeles and development of design files for updating the sidewalk and ADA ramps and making other site improvements. Calvada also conducted a comprehensive topographic survey of the 12 project areas, which included mapping the natural and man-made features of the area such as elevations, contours, drainage, and structures. With the information gathered, Calvada prepared a topographic survey map and a control map, detailing the survey monumentation, which was crucial for the client's future land development and construction plans.

Counts Unlimited

Counts Unlimited, Inc. is a Riverside, California-based firm specializing in traffic data collection services for over 35 years. Their experienced full-time staff of 20 employees is extensively trained and tested to uphold the highest standards of accuracy, performance, and customer service. They understand the critical role accurate data plays in transportation planning and are committed to delivering reliable, high-quality results.

Counts Unlimited maintains an extensive inventory of traffic counting equipment, including over 200 ADT machines (volume, speed, and classification), 50 manual data collection devices, and more than 150 high-definition video cameras. These tools support a wide range of count types such as intersection turning movement counts, pedestrian and bicycle counts, mainline freeway counts, queuing counts, and license plate surveys. For radar speed surveys, they have 15 handheld radar guns operated by certified staff members. Additionally, their team conducts travel time runs using GPS-enabled laptops paired with dashcam video recording systems.

Counts Unlimited takes great pride in their accuracy and professionalism. Over the decades, they have continually refined their methodologies to meet evolving industry standards. They have extensive experience conducting traffic studies throughout the greater Southern California region, and work directly with many cities and public agencies.

Furthermore, they have *extensive experience conducting traffic counts in the City of West Covina*, and have supported many Signal Synchronization projects, ranging from corridors of 10 intersections to corridors of 150 intersections. To ensure consistency of flow along the corridors, Counts Unlimited always performs intersection counts simultaneously on the same day to avoid any changes in traffic patterns from day to day.

Relevant Project Experience

Coachella Valley Association of Governments, CV Sync, Coachella Valley, CA

Counts Unlimited provided traffic data collection for multiple phases of the CV Sync project to include over 300 intersection turning movement counts, and over 100 ADT counts. All corridors were scheduled to be counted simultaneously, with overlapping corridors counted on the same day as well. Before and after floating car travel time runs were conducted using GPS enabled laptops and dash cam video recorders.

City of Irvine, On-Call Traffic Data Collection, Annual Traffic Counts, Irvine, CA

Counts Unlimited has provided on-call traffic data collection services to the City of Irvine since 2009. Under this contract, they have provided counts for annual count programs and on-call count requests throughout the year. At the beginning of each year, they perform an annual census count that includes 48-hour ADT counts at over 400 locations. Every few years, they perform a citywide intersection turning movement count project that ranges from 350 to 500 intersection counts.

City of Corona, On-Call Traffic Data Collection, Corona, CA

For the past 20 years, Counts Unlimited has collected traffic data for the City of Corona on an on-call basis. Counts Unlimited typically receives multiple requests each month to perform traffic data collection services and similarly performs a large annual batch of traffic count services. Counts Unlimited routinely performs directional volume counts, speed counts, turning movement counts, speed surveys, and stop/signal warrant analysis for the City of Corona.



Section 5. References

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results and we're great people to work with—and we live for that. We are proud of our working relationships with our clients and much of our success over the last 58 years is directly related to our efforts to provide consistent, high-quality, and timely services. As trusted advisors, our firm works diligently on behalf of our clients' needs. We encourage you to contact the clients listed below regarding our team's work history and quality of service.

Below, please find five public agency references for whom Kimley-Horn has provided similar services, including projects completed within the last three years.

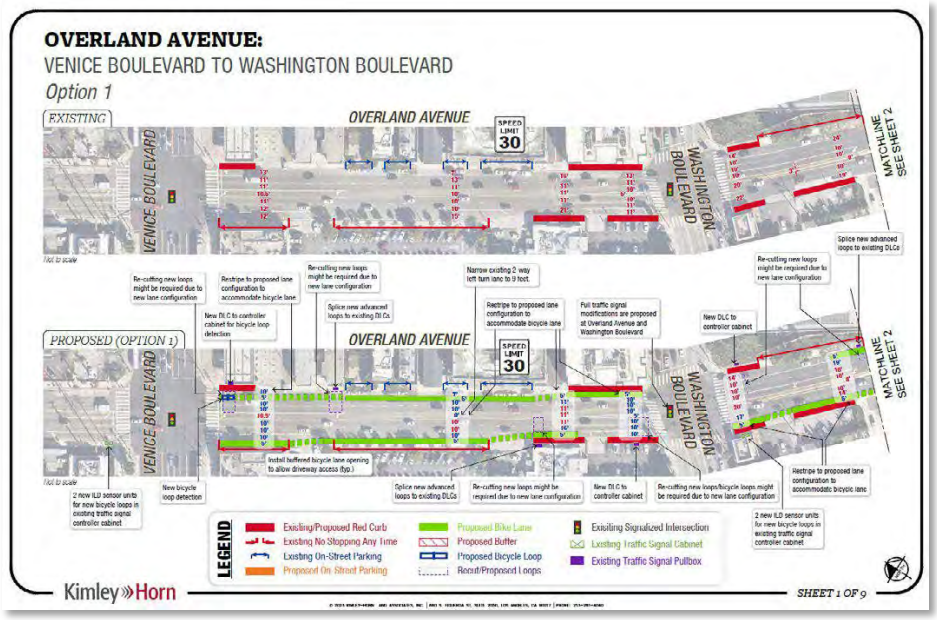
City of Culver City

Overland Avenue Bike Lane, Pedestrian, and High Friction Surface Treatment (HFST) Improvement Project

Kimley-Horn was selected by the City of Culver City to prepare engineering plans, specifications, and an opinion of probable construction cost (OPCC) for proposed bike lane, pedestrian, and HFST improvements. The project corridor is located on Overland Avenue and will include the installation of Class II and Class IV bike lanes, traffic signal modifications at six locations, new traffic signal installation at one location, installation of fiber-optic cable and conduit at three locations, ADA ramp upgrades, sidewalk widening, driveway upgrades, additional shade trees and benches, and HFST improvements. Following a field review of existing conditions, our team prepared conceptual design graphics for the proposed bike lane improvements along the entire project corridor.

After confirmation of the conceptual design, Kimley-Horn will prepare signing and striping plans, traffic signal modification plans, traffic signal installation plans, communication design plans, HFST plans, specifications, and OPCC.

Contract Dates: 2023 – Present
Contact: Andrew Maximous, PE, TE, Mobility and Traffic Engineering Manager
Address: 9770 Culver Boulevard, Culver City, CA 90232
Phone: 310.253.5628
Email: andrew.maximous@culvercity.org



City of Santa Clarita

Copper Hill Drive Traffic Signal and Interconnect

Kimley-Horn completed design work for the City of Santa Clarita for the intersection of Copper Hill Drive at Deer Springs Drive as well as a traffic signal interconnect system that allows for traffic signal coordination along Copper Hill Drive. Following a preliminary investigation, our team set out to prepare the design plan submittals for this project. Plans were developed to utilize as-built street improvements, striping, and traffic signal plans provided by the City and supplemented with findings from a detailed field review. Our staff coordinated with local utility companies during the design phase to identify design controls and considerations for plan preparation and approvals. The traffic signing/ striping and traffic signal and interconnect plans were prepared with right-of-way, roadway features, and traffic control devices relevant to the design clearly identified. Throughout the design process, plans at the 30%, 60%, 90% and 100% stages were submitted to the City for review and approval. Once plans were prepared and approved, Kimley-Horn prepared an Opinion of Probable Construction Estimate (OPCE) and technical provisions per Green Book and supplemented with the Caltrans Standard Specifications. Construction specifications were prepared to the specific project and in line with the City format. Finally, the Kimley-Horn team prepared an itemized construction bid schedule and OPCE.

Contract Dates: 2021 – 2022
Contact: Cesar Romo, Traffic Signal System Administrator
Address: 23920 Valencia Boulevard, Suite 300 Santa Clarita, CA 91355
Phone: 661.286.4002
Email: cromo@santa-clarita.com

City of Monterey Park

Design Engineering Services for Various Signalized Intersections Along Garfield Avenue (HSIP Cycle 9)

Nine intersections along Garfield Avenue underwent improvements through HSIP Cycle 9 funding. The intersections had not been upgraded for more than 20 years and Kimley-Horn worked with the City to upgrade all 8" vehicle signal heads to 12" vehicle heads and install retroreflective borders on backplates and countdown pedestrian heads. The team coordinated with Caltrans to submit all necessary documentation, such as LAPM forms, environmental categorical exemption documents, right-of-way forms, and request for authorization for construction. Kimley-Horn also partnered with Avant-Garde to complete the PES and Caltrans coordination for the project.

Contract Dates: 2022 – 2023
Contact: Ziad Mazboudi, PE, MBA, LEED AP, Diplomate WRE, F. ASCE, Senior Civil Engineer/Project Manager
Address: 320 West Newmark Avenue, Monterey Park, CA 91754
Phone: 626.307.1330
Email: zmazboudi@montereypark.ca.gov

Potrero Grande Drive Intersection Safety Improvements

Kimley-Horn is currently working with the City of Monterey Park to implement safety improvements at the intersections of Potrero Grande Drive at Market Place Drive/Saturn Street and Markland Drive. Improvements for Potrero Grande Drive at Market Place Drive/Saturn Street include designing the East approach to accommodate a dual westbound left-turn lane to increase vehicle capacity. Potrero Grande Drive at Markland Drive will include redesigning the intersection to allow for truck turning radii. For both intersections, weekday and Saturday peak hour turning movement counts were collected and a Synchro network for several scenarios was prepared and presented to the City in a technical memorandum.

Contract Dates: 2022 – 2024
Contact: Ziad Mazboudi, PE, MBA, LEED AP, Diplomate WRE, F. ASCE, Senior Civil Engineer/Project Manager
Address: 320 West Newmark Avenue, Monterey Park, CA 91754
Phone: 626.307.1330
Email: zmazboudi@montereypark.ca.gov

City of Downey

Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project)

This project involves the extension of an existing communication system, which will interconnect the traffic signals along Paramount Boulevard in Downey including all other field devices to be installed along this corridor. The existing communications system consists of a fiber-optic network of communication hubs and signalized intersections all communicating using IP over Ethernet. This solution made the City of Downey the first city in Southern California to deploy a fully operational Ethernet communications system. The communications network essentially consists of a ring topology of field hubs and the Traffic Management Center (TMC)—and star topology of signalized intersections. Services performed include the installation of fiber and video detection on Paramount Boulevard from Telegraph Road to Gardendale Street.

Contract Dates: 2015 – 2016
Contact: Edwin J. Norris, PE, TE, Deputy Director of Public Works
Address: 11111 Brookshire Avenue, Downey, CA 90241
Phone: 562.904.7110
Email: enorris@downeyca.org

Kimley-Horn has a long history of partnering with the City of Downey, including currently ongoing projects.

We have been regularly partnering with the City since 2007.

City of Glendale

Colorado Street Multimodal Improvements Project

Kimley-Horn is providing public outreach, transportation planning, and civil, traffic, and hydraulic design services to the City of Glendale to improve active transportation facilities on Colorado Street between Central Avenue and Lincoln Avenue. The project will help the City develop a design that balances pedestrian access, vehicular traffic, bicycle mobility, bus operations, and parking facilities within the constrained roadway. Before design, Kimley-Horn will conduct community outreach and review feedback to incorporate stakeholder input. The project will determine the most feasible bicycle infrastructure for the corridor through a traffic corridor study and modeling to produce VMT and safety benefits for various alternatives. Kimley-Horn will develop a design that balances transportation modes, is consistent with the community's vision, and includes urban design and landscape features that create a sustainable showcase project.

Contract Dates: 2024 – Present
Contact: Huang Zheng, Civil Engineer II
Address: 633 East Broadway, Room 205, Glendale, CA 91206
Phone: 818.937.8250
Email: hzheng@glendaleca.gov

Wilson Avenue Multimodal Improvements Project

Kimley-Horn is providing public outreach, transportation planning, and civil, traffic, and hydraulic design services to the City of Glendale to improve active transportation facilities on Wilson Avenue between Central Avenue and Verdugo Road. The project will help the City develop a design that balances pedestrian access, vehicular traffic, bicycle mobility, bus operations, and

parking facilities within the constrained roadway. Before planning and design, Kimley-Horn will conduct community outreach and review feedback to incorporate stakeholder input. The project will determine the most feasible bicycle infrastructure for the corridor through a traffic corridor study and modeling to produce VMTs and safety benefits for various alternatives. Kimley-Horn will develop a design that balances transportation modes, is consistent with the community's vision, and include urban design and landscape features that create a sustainable showcase project.

Contract Dates: 2024 – Present
Contact: Armen Avazian, Principal Civil Engineer
Address: 633 East Broadway, Room 205, Glendale, CA 91206
Phone: 818.937.8246
Email: aavazian@glendaleca.gov

Section 6. City's Standard Professional Services Agreement

Kimley-Horn has reviewed the City's standard Professional Services Agreement and will comply with all aspects of the Agreement if awarded the contract for the project.

Section 7. Addenda Acknowledgement

Kimley-Horn acknowledges receipt of the City's Addendum 1, dated May 6, 2025; Addendum 2, dated May 8, 2025; and Addendum 3, dated May 9, 2025, and agrees with the terms and conditions laid out in the released addenda.

Section 8. Required Forms

In the following pages, We have provided the forms listed below as requested by the City's RFP:

- Attachment A: Statement of Non-Collusion by Contractor
- Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
- Attachment C: Sam.gov Verification – Debarment & Suspension Verification
- Attachment D: Fee Schedule (SEPARATE)
  - Per the City's RFP, Kimley-Horn's Fee Schedule is included in our Fee Proposal, submitted as a separate file on PlanetBids.
- Attachment F: Certificate of Insurance
- Attachment G: W-9

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

The undersigned declares:
I am the Senior Vice President of Kimley-Horn and Associates, 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 5/15/2025 [date], at Los Angeles, CA [city, state].

Firm Kimley-Horn and Associates, Inc.

_____
(Signature)

Jean B. Fares, PE, Senior Vice President
(Print Name & Title)

Street 660 S. Figueroa St., Suite. 2050

City Los Angeles State CA Zip 90017

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: Kimley Horn and Associates, Inc.

By: Jean Fares, PE

Title: Senior Vice President

Date: 5/15/2025

SUBCONTRACTOR:

Company: Advanced Avant-Garde Corporation

By:

Title: Vice President

Date: 05/08/2025

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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CONTRACTOR:

Company: Kimley Horn and Associates, Inc.

By: Jean Fares, PE

Title: Senior Vice President

Date: 5/15/2025

SUBCONTRACTOR:

Company: Calvada Surveying, Inc.

By: Armando DuPont, PLS 7780

Title: President

Date: May 14, 2025

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: Kimley Horn and Associates, Inc.

By: Jean Fares, PE

Title: Senior Vice President

Date: 5/15/2025

SUBCONTRACTOR:

Company: Counts Unlimited, Inc

By:

Title: President

Date: 5/14/2025

SAM.GOV®

KIMLEY-HORN AND ASSOCIATES INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
V8PKGG6NLKV6	**0BPM5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 28, 2026**	
Physical Address	Mailing Address	
421 Fayetteville ST **STE 600** **Raleigh, North Carolina 27601-1777** **United States**	**421 Fayetteville ST STE 600** **Raleigh, North Carolina 27601-1777** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
North Carolina 02	**North Carolina / United States**	**https://www.kimley-horn.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 30, 2025	**Jan 28, 2025**	**May 29, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 10, 1967	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
7F8U4	**APHC, INC**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**0BPM5**

Points of Contact

Electronic Business

LINDSEY BALLTZGLIER, CONTROLLER

421 Fayetteville ST
Suite 600
Raleigh, North Carolina 27601
United States

TRAVIS CRISSMAN, GRANT WRITER

421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601
United States

Government Business

TOM SAURO

11400 Commerce Park Drive
Suite 400
Reston, Virginia 20191
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	236220	**Commercial And Institutional Building Construction**
	541320	**Landscape Architectural Services**
	541380	**Testing Laboratories And Services**
	541420	**Industrial Design Services**
	541611	**Administrative Management And General Management Consulting Services**
	541620	**Environmental Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	541990	**All Other Professional, Scientific, And Technical Services**
	562910	**Remediation Services**

Product and Service Codes

PSC	PSC Name
R425	**Support- Professional: Engineering/Technical**

Disaster Response

This entity does not appear in the disaster response registry.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. 19489 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Lloyd's of London 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 370182796 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 WC013711885	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Sample Certificate

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

Gregg Bradford

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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.)

Kimley-Horn and Associates, 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)

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.

421 Fayetteville Street, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code

Raleigh, NC 27601

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

5	6	–	0	8	8	5	6	1	5

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.

Sign Here | **Signature of U.S. person** | **Date** 1/1/2025

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

Contact

Jean Fares, PE

Jean.Fares@kimley-horn.com

213.354.9402

www.kimley-horn.com

660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017



Kimley»Horn

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CITY OF WEST COVINA

Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project, CA985

196.54%	Overhead%		Kimley-Horn and Associates, Inc.								
		Name	Jean Fares	Jason Melchor	Sr. Professional I	Professional I	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
195.57%	Overhead% w/o FCCM	Category/Title	Project Manager	QC/QA Manager							
10%	Fee%	Direct Rate	$131.92	$102.48	$104.84	$68.99	$58.11	$51.57	$42.87		
		Billing Rate	$430.19	$334.18	$341.88	$224.97	$189.49	$168.17	$139.80		
Task 1	**Project Management**		**32**	**0**	**12**	**66**	**0**	**15**	**20**	**145**	**$ 38,035.33**
Task 2	**Utility Coordination**		**4**	**7**	**5**	**20**	**30**	**40**	**0**	**106**	**$ 22,680.50**
Task 3	**Preliminary Engineering**		**2**	**5**	**25**	**78**	**119**	**140**	**0**	**369**	**$ 74,719.75**
3.1	Design Survey					5	5			10	$ 2,072.35
3.2	Funding Administration		0	0	0	8	0	0	0	8	$ 1,799.79
3.2.1	Environmental Documentation					2				2	$ 449.95
3.2.2	ROW Documentation					2				2	$ 449.95
3.2.3	CPFCDS Project Eligibility Confirmation Application Form					2				2	$ 449.95
3.2.3	Construction Authorization					2				2	$ 449.95
3.3	Data Collection				5	5		5		15	$ 3,675.11
3.4	Records Research and Field Reviews					20	74	75		169	$ 31,134.73
3.5	Preliminary Plans and Opinion of Probable Construction Costs (OPCC)		2	5	20	40	40	60		167	$ 36,037.76
Task 4	**Plans, Specifications, and Estimate (PS&E)**		**2**	**44**	**147**	**363**	**410**	**465**	**0**	**1,431**	**$ 303,377.69**
4.1	Traffic Signal Improvement Plans		2	5	20	50	100	100		277	$ 56,383.93
4.2	Street Improvement Plans			10	10	50	150	160		380	$ 73,340.52
4.3	Signing and Striping Plans			5	10	20	60	60		155	$ 31,049.00
4.4	Opinion of Probable Construction Costs (OPCC)			10	20	40	60	60		190	$ 40,638.21
4.5	Technical Specifications			10	40	40	40			130	$ 33,595.82
4.6	Signal Timing Optimization and implementation		0	4	47	163	0	85	0	299	$ 68,370.21
4.6.1	Base Networks (Existing Conditions)				8	48		18		74	$ 16,560.84
4.6.2	Basic Timing Review				2	12		27		41	$ 7,923.99
4.6.3	Concept of Operations			2	6	27		18		53	$ 11,820.98
4.6.4	Coordinated Optimized Traffic Signal Timing			2	12	38		22		74	$ 17,019.65
4.6.5	Signal Timing Implementation and Fine Tuning				19	38				57	$ 15,044.75
Task 5	**Bidding and Construction Support**		**12**	**9**	**30**	**71**	**20**	**10**	**0**	**152**	**$ 39,871.06**
5.1	Caltrans Encroachment Permit			2	5	6	20	10		43	$ 9,199.20
5.2	Bidding Support			2	5	5				12	$ 3,502.64
5.3	Construction Support		12	5	20	60				97	$ 27,169.23
Task 6	**Prepare Record Drawings (As-Builts)**		**0**	**5**	**0**	**10**	**15**	**20**	**0**	**50**	**$ 10,126.45**
		TOTAL HOURS	**52**	**70**	**219**	**608**	**594**	**690**	**20**	**2,253**	
		Subtotal Labor:	**$22,369.73**	**$23,392.89**	**$74,871.74**	**$136,784.39**	**$112,560.01**	**$116,036.07**	**$2,795.96**		**$ 488,810.79**
	Other Direct Costs										**$ 55,310.52**
	Escalation										$ 2,444.05
	Travel/Mileage										$ 2,000.00
	Outside Printing/Courier Services										
	Avant-Garde										$ 24,926.42
	Calvada Surveying, Inc.										$ 17,300.05
	Counts Unlimited										$ 8,640.00
		TOTAL COST:									**$ 544,121.31**

Optional Tasks											
Task O			**0**	**5**	**40**	**60**	**172**	**172**	**0**	**449**	**$ 90,362.65**
O.1	Signal Interconnect Plans			5	40	60	172	172		449	$ 90,362.65
		OPTIONAL TASKS TOTAL HOURS	**0**	**5**	**40**	**60**	**172**	**172**	**0**	**449**	
		Optional Tasks Subtotal Labor:	**$0.00**	**$1,670.92**	**$13,675.20**	**$13,498.46**	**$32,593.13**	**$28,924.93**	**$0.00**		**$ 90,362.65**

CITY OF WEST COVINA

Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project, CA985

			Avant-Garde Inc.					
		Name	Lissette Montoya	Nadine El Sankari	Keith LeNoue	Alyssa Maldonado		
120.00%	Overhead %	Category/Title	Program Dircetor	Program Manager	Program Manager	Program Assistant	Total Hours	Total Costs
10%	Fee%	Direct Rate	$128.65	$50.00	$43.00	$30.00		
		Billing Rate	$311.33	$121.00	$104.06	$72.60		
Task 1	**Project Management**		**6**	**18**	**32**	**6**	**62**	**$ 7,811.52**
1.1	Project Management		6	18	32	6	62	$ 7,811.52
Task 2	**Utility Coordination**		**0**	**0**	**0**	**0**	**0**	**$ -**
Task 3	**Preliminary Engineering**		**8**	**32**	**40**	**22**	**102**	**$ 12,122.26**
3.1	Design Survey						0	$ -
3.2	Funding Administration		8	32	40	22	102	$ 12,122.26
3.2.1	Environmental Documentation - PES		2		12	8	22	$ 2,452.19
3.2.2	ROW Documentation		2		16	8	26	$ 2,868.43
3.2.3	Construction Authorization - RFA		4	32	12	6	54	$ 6,801.65
3.3	Data Collection						0	$ -
3.4	Records Research and Field Reviews						0	$ -
3.5	Preliminary Plans, Specifications, and Estimate						0	$ -
Task 4	**Plans, Specifications, and Estimate (PS&E)**		**0**	**0**	**0**	**0**	**0**	**$ -**
Task 5	**Bidding and Construction Support**		**0**	**18**	**12**	**6**	**36**	**$ 3,862.32**
5.1	Caltrans Encroachment Permit						0	$ -
5.2	Bidding Support						0	$ -
5.3	Construction Support						0	$ -
5.4	Caltrans Award Package			18	12	6	36	$ 3,862.32
Task 6	**Prepare Record Drawings (As-Builts)**		**0**	**0**	**0**	**0**	**0**	**$ -**
Task 7	**Prepare Traffic Signal Timing Sheets**		**0**	**0**	**0**	**0**	**0**	**$ -**
		TOTAL HOURS	**14**	**68**	**84**	**34**	**200**	
		Subtotal Labor:	**$4,358.66**	**$8,228.00**	**$8,741.04**	**$2,468.40**		**$ 23,796.10**
	Other Direct Costs							**$ 1,130.31**
	Labor Escalation							$ 1,130.31
		TOTAL COST:						**$ 24,926.42**

CITY OF WEST COVINA

Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project, CA985

			CALVADA SURVEYING, INC.												
		Name	MATT BARTZ	RAMON GONZALEZ	SAUL MELGAREJO JR.	ARMANDO DUPONT JR.	ROBERT STEFFAN	HECTOR NAVARRO	DANIEL OSWALDO GONZALEZ	ANN MARIE RUELAS	LAND SURVEYOR CHIEF OF PARTY PREVAILING WAGE	LAND SURVEYOR CHAINMAN PREVAILING WAGE	LAND SURVEYOR CHIEF OF PARTY NON PREVAILING WAGE	LAND SURVEYOR CHAINMAN NON PREVAILING WAGE	Total Hours	Total Costs
120.00%	Overhead %	Category/Title	PROJECT SURVEYOR/QA/ QC MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	FIELD DATA PROCESSING MANAGER	SURVEY TECHNICIAN	DRAFTER	RESEARCH	CONTROLLER / LABOR COMPLIANCE						
10%	Fee%	Direct Rate	$56.25	$72.12	$72.12	$32.00	$42.00	$38.50	$22.00	$52.88	$81.24	$80.32	$42.50	$22.50		
		Billing Rate	$136.13	$174.53	$174.53	$77.44	$101.64	$93.17	$53.24	$127.97	$196.60	$194.37	$102.85	$54.45		
Task 1	**Project Management**															$ -
Task 2	**Utility Coordination**															$ -
Task 3	**Preliminary Engineering**		**2**	**2**	**6**	**8**	**14**	**24**	**8**	**1**	**24**	**24**	**9**	**9**	**131**	**$ 17,300.05**
3.1	Design Survey		2	2	6	8	14	24	8	1	24	24	9	9	131	$ 17,300.05
3.2	Funding Administration															$ -
3.2.1	Environmental Documentation															$ -
3.2.2	ROW Documentation															$ -
3.2.3	Construction Authorization															$ -
3.3	Data Collection															$ -
3.4	Records Research and Field Reviews															$ -
3.5	Preliminary Plans, Specifications, and Estimate															$ -
Task 4	**Plans, Specifications, and Estimate (PS&E)**															$ -
Task 5	**Bidding and Construction Support**															$ -
Task 6	**Prepare Record Drawings (As-Builts)**															$ -
Task 7	**Prepare Traffic Signal Timing Sheets**															$ -
		TOTAL HOURS	**2**	**2**	**6**	**8**	**14**	**24**	**8**	**1**	**24**	**24**	**9**	**9**	**131**	
		Subtotal Labor:	**$272.25**	**$349.06**	**$1,047.18**	**$619.52**	**$1,422.96**	**$2,236.08**	**$425.92**	**$127.97**	**$4,718.42**	**$4,664.99**	**$925.65**	**$490.05**		**$ 17,300.05**
		Other Direct Costs														**$ -**
		TOTAL COST:														**$ 17,300.05**

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND KIMLEY-HORN AND ASSOCIATES, INC. FOR AZUSA AVENUE PEDESTRIAN HANDICAP ACCESSIBILITY & SIGNAL SYNCHRONIZATION IMPROVEMENTS PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of July 1, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide design engineering services for the Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization 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 Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

E. City issued Request for Proposals No. 2025-07 (the "RFP"), dated April 24, 2025, incorporated by this reference as if fully set forth herein, and

F. City issued Addendum #1 to the RFP, dated May 6, 2025, Addendum #2 to the RFP, dated May 8, 2025, and Addendum #3 to the RFP, dated May 9, 2025, all of which are incorporated by this reference as if fully set forth herein; and

G. Consultant's response to the RFP was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in

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Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

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

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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, 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 personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B" (the "Fee Schedule"). Consultant's total compensation shall not exceed Five Hundred Forty-Four Thousand One Hundred Twenty-One Dollars and Thirty-One Cents ($544,121.31).

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2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal unless the City Manager, prior to Consultant performing the additional services, approves such additional services in writing, memorialized in an amendment to this Agreement. Any additional services shall be charged at Consultant's standard hourly rates as detailed in the Fee Schedule. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Consultant shall complete Tasks 1-4 of the Scope of Services within nine (9) months from receipt of the City's notice to proceed, unless a later date is agreed upon by the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

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If 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 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 Consultant, if the latter should:

(a) Be adjudged 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 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.

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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 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, Consultant certifies as follows:

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

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

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If 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 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 Consultant pursuant to its contract with the City; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: 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: 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 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.

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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 Eric Sterling, 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.

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IF TO CONSULTANT:

Kimley-Horn and Associates, Inc.
660 S. Figueroa St., Ste. 2050
Los Angeles, CA 90017
Tel: (213) 261-4040
Email: jean.fares@kimley-horn.com
Attn: Jean Fares

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8733
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 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 Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of 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 Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, 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 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 Consultant, its

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employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of 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 Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, 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.

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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.

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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.

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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.

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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

_____ Date: _____
Milan Mrakich
Acting City Manager

CONSULTANT

_____ Date: _____
Jean Fares
Senior Vice President

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

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APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Maria-Luisa Olea
Risk Management

EXHIBIT A

CONSULTANT'S PROPOSAL

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

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EXHIBIT B

FEE SCHEDULE

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

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AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT COMPLIANCE SERVICES AND SAFE, CLEAN WATER (SCW) PROGRAM SERVICES**

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to execute a Professional Services Agreement with John L. Hunter & Associates, Inc. for National Pollutant Elimination System (NDPES) permit compliance services and Safe, Clean Water (SCW) Program services for an initial term of two (2) years, with three optional one (1) year extensions, in an annual amount not to exceed $90,000, in such final form as approved by the City Attorney.

BACKGROUND:

In 1972, the National Pollutant Discharge Elimination System (NPDES) permit program was established under the federal Clean Water Act. The program is administered by the United States Environmental Protection Agency (EPA) and delegated to the State of California through the State Water Resources Control Board and Regional Water Quality Control Boards. The goal of the NPDES program is to regulate and control the discharge of pollutants into the nation's waterways in order to protect water quality and public health.

Under the NPDES program, municipalities are required to obtain and comply with a Municipal Separate Storm Sewer System (MS4) permit. This permit mandates the implementation of programs and best management practices (BMPs) to reduce pollutants in stormwater runoff to the maximum extent practicable. Cities must develop and maintain a stormwater management plan, conduct regular inspections and monitoring, provide public education and outreach, enforce local ordinances related to stormwater, and submit annual reports demonstrating compliance with permit requirements.

Compliance with the NPDES permit is a continuous and resource-intensive effort, requiring technical expertise in water quality regulations, data management, field inspections, and reporting. In order to maintain compliance with current permit requirements and to prepare for future regulatory updates, the City currently contracts with John L. Hunter and Associates, Inc., which specializes in NPDES compliance and stormwater management.

DISCUSSION:

On August 18, 2015, the City entered into an agreement with John L. Hunter & Associates, Inc. for National Pollutant Discharge Elimination System (NPDES) Permit compliance services. The agreement had an initial term of one (1) year and was amended several times, extending the term through June 30, 2020.

On July 1, 2020, the City entered into an agreement with John L. Hunter & Associates, Inc. for National Pollutant Discharge Elimination System (NPDES) Permit compliance services. The agreement had an initial term of one (1) year and was amended several times, extending the term through June 30, 2025.

In accordance with Section 2-335(1) of the City of West Covina Municipal Code, professional services are exempt from competitive bidding requirements. Given John L. Hunter & Associates' familiarity with the City's operations and development, as well as their experience within the San Gabriel Valley, staff requested a proposal from the firm to continue providing NPDES compliance services. The total annual cost of the John L. Hunter and Associates proposal is not to exceed $90,000. This is the same maximum annual cost identified in the most recent agreement entered into in July 2020 and is lower than the previous agreement that was entered into in August 2015.

To ensure uninterrupted NPDES permit compliance services, staff recommends that the City Council approve the attached agreement. Alternatively, the Council may direct the Acting City Manager to negotiate and execute a month-to-month agreement with John L. Hunter & Associates to allow time for consultant selection through the Request for Proposal (RFP) process. However, issuing an RFP does not guarantee receipt of proposals from other firms, nor does it guarantee lower costs.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Authorize the Acting City Manager to negotiate and execute a month-to-month agreement with John L. Hunter & Associates and direct staff to issue a Request for Proposals for NPDES permit compliance services to bring back to the City Council at a later date; or
3. Provide alternative direction.

Prepared by: Jo-Anne Burns, Deputy Community Development Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Currently, the City pays John L. Hunter & Associates through Measure W funding. The new agreement with John L. Hunter & Associates is anticipated to continue being paid utilizing Measure W funding provided to the City for the duration of the agreement. There would be sufficient funds under Measure W in the proposed Fiscal Year 2025-2026 to cover the $90,000 maximum annual cost of the agreement with John L. Hunter & Associates.

Attachments

Attachment No. 1 - Professional Services Agreement

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

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND JOHN L. HUNTER & ASSOCIATES, INC. FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT COMPLIANCE SERVICES AND SAFE, CLEAN WATER PROGRAM SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of July 1, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and JOHN L. HUNTER & ASSOCIATES, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide National Pollutant Discharge Elimination System (NDPES) Permit compliance services and Safe, Clean Water (SCW) Program services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. 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 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 personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's annual compensation shall not exceed Ninety Thousand Dollars ($90,000.00).

2.2. Annual Rate Increases. Commencing on July 1, 2026, Consultant may increase Consultant's hourly rates on an annual basis in an amount equal to the 12-month percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area as reported by the Bureau of Labor Statistics, provided that no annual increase to the hourly rates shall exceed three percent (3%). The change in CPI-U will be calculated based on the 12-month percentage change in CPI-U from April to April. If Consultant desires to increase the hourly rates as set forth herein, Consultant shall provide written notice to the City on or before June 1, which notice shall include reference to the CPI index, the percentage change in the CPI-U, and the revised hourly rates and rate schedule based on such CPI increase. If written notice is submitted as required herein, the annual increase will go into effect on July 1. No increase to the hourly rates will be retroactive.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in 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 Consultant's standard hourly rates shall be paid to Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with

laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and Consultant. Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

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

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

If 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 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 Consultant, if the latter should:

(a) Be adjudged 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 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 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, 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.

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 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 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 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 Consultant pursuant to its contract with the City; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: 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: 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 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 Cameron McCullough and Hugo Garcia, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been

received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
John L. Hunter & Associates	City of West Covina
6131 Orangethorpe Ave #300	1444 West Garvey Ave. South
Buena Park, CA 90620	West Covina, CA 91790
Tel: (562) 726-4259	Tel: (626) 939-8423
Email: cmccullough@jlha.net	Email: rortega@westcovina.org
Attn: Cameron McCullough	Attn: Roberto Ortega

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of 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 Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of 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 Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its 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.

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONSULTANT

_____ Date: _____
Cameron McCullough
Vice President

_____ Date: _____
Jillian Brickley
Secretary

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

CONSULTANT'S PROPOSAL

Municipal NPDES and SCW Program Services



PROPOSAL
2025.06.12

Prepared for: The City of West Covina
1444 W Garvey Ave
West Covina, CA 91790

Prepared by: **John L. Hunter & Associates**
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Cameron McCullough

Project Manager
cmccullough@jlha.net

Hugo Garcia

Project Lead
hgarcia@jlha.net

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1. Project Team

Table 1 lists the key personnel for this project and their typical project roles. Resumes are included in the following pages

Table 1. Key Project Team Personnel and Roles

Program Title	Team Member Information	
Project Manager	Name	**Cameron McCullough**, MS, CPSWQ, QSD/P, IGP ToR
	Roles	POC, leads project team, oversees budget and schedule
	Contact	cmccullough@jlha.net, 562.726.4259
Project Lead	Name	**Hugo Garcia**, CPSWQ, CESSWI, QSD/P
	Roles	POC, leads implementation of services and trash compliance services
Project Lead	Name	**Jillian Brickey**, MS, CPSWQ, QSD/P, CGP ToR
	Roles	POC, leads PLD services, and provides technical assistance.
Project Engineer	Name	**Michelle Staffield**, PE, MSE, CPSWQ, QSD
	Roles	Reviews plans.
Project Lead	Name	**Michelle Kim**, MSE, CPSWQ, QSD
	Roles	Reviews plans
Sr Compliance Specialist	Name	**Wilson Duong**, CPSWQ, CESSWI, QSP
	Roles	Assists in implementing and leading field services.
Staff Engineer	Name	**Chris Chew**, PE, QSD/P
	Roles	Oversees plan review and engineering.
Principal in Charge	Name	**John Hunter**, PE
	Roles	Provides as-needed technical assistance and project oversight.

Cameron McCullough, CPSWQ, QSD/P, IGP ToR

Director

21 years of project experience

Education
M.S., Applied Mathematics, CSULB
B.S., Physics, CSULB

Certifications
CPSWQ, EnviroCert (#0842)
QSD/QSP, CASQA (#22706)
IGP Trainer of Record, CASQA (#079)

Affiliations
Phi Beta Kappa Society
Society for Industrial & Applied Math

Cameron McCullough has 21 years of experience in the environmental compliance field, specializing in municipal surface water quality. His experience includes municipal NPDES, TMDL, and SSO control programs administration and implementation, funding—including the Safe, Clean Water Program, compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Recent experience and qualifications

Mr. McCullough currently serves as a contracted project manager and primary contact for nine local cities' surface water quality programs and provides as-needed general technical assistance to 28 local cities. Programs administered include those for state NPDES stormwater discharge permits (MS4, IGP, CGP), state non-stormwater discharge permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these programs (e.g., for the Safe, Clean Water Program, stormwater and urban runoff pollution prevention, and FOG/Industrial Waste Control). The table below lists specific clients, roles, and tasks for relevant contracted services.

Relevant Experience Currently or Recently Provided

Project Manager for contracted Municipal NPDES Program implementation assistance	
Clients	Arcadia, Burbank, Glendale, Inglewood, South El Monte, South Pasadena, Stanton, Villa Park, and West Covina (9 cities total)
Tasks	Varies per client, including client representation with watershed groups and regulators, program administration, WMP/TMDL/trash prohibition compliance planning, training, reporting, studies, and oversight of control programs such as inspections and public outreach.
Budget	$600,000/year total
Lead Technical Support for as-needed Municipal NPDES technical assistance	
Clients	The clients listed above, as well as Artesia, Baldwin Park, Compton, Covina, Diamond Bar, Downey, Hawthorne, Hermosa Beach, Lomita, Long Beach, Monterey Park, Norwalk, Paramount, Pasadena, Pico Rivera, RPV, Temple City, West Hollywood, and Whittier (28 total)
Tasks	Varies per client, including but not limited to staff training, NPDES Permit compliance inquiries, and assistance with strategic WMP/TMDL compliance planning.
Lead Technical Support for contracted Safe, Clean Water Program (SCWP) implementation assistance	
Clients	The 28 clients listed above, and Hawaiian Gardens, La Mirada, and Lynwood (31 total)
Tasks	Varies per client, including Annual Plan and Expenditure Report development and preparation, and general technical assistance. For Burbank (2020), Diamond Bar (2020), and South Pasadena (2 in 2020, 1 in 2021), tasks included project concept planning and TRP application preparation.
Project Manager for Watershed Management Group Reporting and WMP Adaptive Management	
Clients	Agencies within the Lower LA River and Lower San Gabriel River Watershed Management Groups
Tasks	Administering the preparation and adaptive management of WMPs and watershed reporting.
Client Representation for NPDES Program Audits	
Clients	Diamond Bar (2019), Glendale ('20), Seal Beach ('10, '06), Stanton ('14, '10), Villa Park ('19)
Tasks	Represented cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA.

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Assistant Project Manager

Education
B.S., Environmental Science, UCR

Certifications and Training
CPSWQ, EnviroCert (#1183)
CESSWI, EnviroCert (#4769)
QSD/P, CASQA (#27064)
Professional Certificate in GIS
Basic Inspector Academy, Cal EPA
Spanish fluency

Hugo Garcia has 13 years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, and South Gate). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants.

Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR

Project Manager

19 Years of Experience in Water Quality

Education

M.S., Environmental Science, CSUF
B.S., Zoology, Cal State Poly Pomona

Certifications

CPSWQ, EnviroCert (#0845)
QSD/QSP, CASQA (#22731)
CGP Trainer of Record, CASQA

Jillian Brickey has 19 years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program implementation, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Municipal NPDES Permit Management: Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, South Gate: 2024, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

Watershed Management: Ms. Brickey served as a Project Manager for the development of the WMPs for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of LID ordinances as required by the WMP development process. This included preparing a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also led multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff, and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

Michelle Staffield, PE, MSE, CPSWQ, QSD

Project Manager

Education
M.S., Civil Engineering, LMU
B.S., Ecology, Behavior, & Evolution, UCSD

Certifications
CA Professional Civil Engineer (#88904)
CPSWQ, EnviroCert (#1136)
QSD, CASCA (#26529)

Michelle Staffield has 18 years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—funding, including the Safe, Clean Water Program, assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

Municipal NPDES Permit Management: Some of Michelle's current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Pico Rivera, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, West Covina, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, Fullerton, La Habra, Laguna Woods, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Fullerton, Hawaiian Gardens, La Habra, Laguna Woods, Norwalk, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, West Hollywood, and Whittier.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Compton, Hawthorne, Hermosa Beach, Inglewood, Lomita, Rancho Palos Verdes, Signal Hill, and West Hollywood. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

Watershed Management: Through representation of municipal clients' stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Dominguez Channel, Los Cerritos Channel, Lower Los Angeles River, Lower San Gabriel River, and Peninsula Cities.

Michelle Kim, MSE, CPSWQ, QSD

Project Engineer

18 years of project experience

Education
M.S., Civil Engineering, Loyola Marymount
B.S., Environmental Science, UC Berkeley
B.A., Public Health, UC Berkeley

Certifications
CPSWQ, EnviroCert (#1134)
QSD, CASQA (#26504)
EIT, NCEES (#141554)
Grade 3 Laboratory Analyst, CWEA (#130133001)

Michelle Kim has 18 years of experience in the water quality industry, which includes potable water, wastewater, and stormwater. Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, implementation, and funding (including the Safe Clean Water Program). Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, industrial/commercial activities, and public information and participation. She is also involved in the development and review of Watershed Management Programs (WMPs), Water Quality Management Plans (WQMPs), and LID Plans. Her experience also includes compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the Cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Covina, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the Cities of La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification inspections.
- Conducting training to municipal staff on LID.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in MS4 Permit Project Management for the Cities of Diamond Bar, Downey, La Mirada, Long Beach, Lynwood, Monterey Park, Pico Rivera, Temple City, and Whittier. Tasks include serving as a point-of-contact with city staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing Annual Reports.
- Assisting in Watershed Management efforts under the LA County area-wide MS4 Permit. This includes management of the Lower Los Angeles River Watershed Management Group (WMG), Lower San Gabriel River WMG, and Long Beach Nearshore WMG. Tasks include administering meetings, managing subcontractors, representing the groups in interactions with regulators, and preparing compliance reports, such as Watershed Annual Reports, WMP Progress Reports, and Adaptive Management reports.

Wilson Duong, CPSWQ, CESSWI, QSD/P

Senior Inspector

Education

B.S., Environmental Science, UCR

Certifications and Training

CPSWQ, EnviroCert (#1548)
CESSWI, EnviroCert (#5626)
QSD/P, CASQA (#28450)
Basic Inspector Academy, Cal EPA

Wilson Duong has nine years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Wilson provides TMDL implementation and reporting, and serves as one of JLHA's GIS Specialists.

Recent Experience and Project Qualifications

Mr. Duong currently serves as an Environmental Senior Compliance Specialist whose responsibilities include implementing compliance inspection programs for stormwater, industrial waste, and fats, oils, grease (FOG), as well as providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, Specific examples of recent experience and project qualifications include:

- Conducting industrial waste and FOG inspections at industrial/commercial facilities (e.g., food service establishments, food processing, manufacturing, and automotive body/repair/wash).
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Covina, El Monte, South El Monte).
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (South El Monte).
- Assisting with reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities. (South El Monte).
- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the Industrial General Permit), and construction sites.
- Assisting with implementation of Senate Bill 205 (Business Licenses: Storm Water Discharge Compliance). (Artesia, La Mirada, Long Beach, Pico Rivera, Signal Hill, Stanton, West Covina).
- Training and supervising new JLHA inspectors on proper inspection procedures for the NPDES, and Industrial Waste/FOG programs.
- Developing and maintaining inspection facility databases for the NPDES, and Industrial Waste/FOG programs
- Assisting with the implementation component of Trash TMDLs. (Burbank, Monterey Park).
- Assisting with the implementation component of the Lower Los Angeles River Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs. (Burbank, Glendale, Long Beach, Pico Rivera).
- Assisting with the development of GIS-based implementation plans to comply with the Statewide Trash Provisions for 22 local municipalities.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs.

Chris Chew, PE, QSD

Staff Civil Engineer

Overview

Mr. Chew serves as a Staff Civil Engineer. He has over 20 years of municipal experience reviewing structural and architectural plans. His specialty lies in reviewing such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets /Erosion Control), Building Codes, and other State Laws.

Education

- M.S. Civil Engineering, Texas Tech University
- B.S. Civil Engineering, Texas Tech University

Certifications and Licenses

- CA Professional Civil Engineer (#47147)
- Qualified SWPPP Developer (QSD)

Related Experience

With JLHA (Starting 2021)

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects.
- Code Consultant.

City of Glendale, Principal Civil Engineer (2015-2020)

- Supervise and manage the Land Development, GIS, Surveying, Real Property, Stormwater and Wastewater Sections.
- Supervise and manage the review of grading and public improvement plans, encroachment plans, subdivision maps, covenant and agreements, street vacations and dedications.
- Update City's ordinances relating to engineering requirements in the Glendale Municipal Code, Glendale Building Code and Low Impact Development Ordinance.
- Review development plans for construction and code compliance.
- Represent the City of Glendale in meetings with other public agencies relating to wastewater and stormwater issues.
- Manage and implement the Municipal Separate Storm Sewer System (MS4) program.
- Responsible for the management of the Wastewater contracts with City of Los Angeles relating to the Amalgamated System and the Los Angeles Glendale Water Reclamation Plant.
- Manage wastewater rate study involving cost of service analysis.
- Solicit, prepare, and manage professional service agreements.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review City Council's staff report submittals.
- Review and evaluate employee's job performance.

City of Glendale, Senior Civil Engineer (2009-2015)

- Supervise and manage the Land Development, GIS, and Surveying Groups.
- Review development plans for construction and code compliance.
- Determine requirements for subdivisions, grading permits, construction permits and bonds.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review Council's staff report submittals.
- Response to citizen's requests and complaints.
- Manage the construction of federally funded slope repair project and supervise the analysis and reports on disputed construction costs, procedures, bids, and contract.
- Oversee preparation and revision of maps, surveys, wastewater records, and the storage and filing of various records and project files.
- Develop a handbook that describes the permitting procedures for various permits.
- Review and evaluate employee's job performance.

Over 30 years of project experience

John L. Hunter, PE
Principal

Education
B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCI

Certifications and Licenses
CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees or otherwise assists with: (1) elements of over 40 separate municipal NPDES programs that covers sub-programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, training, O&M activities, public outreach, and monitoring and reporting; (2) elements of 30 municipal Safe, Clean Water Programs, (3) eleven municipal FOG or Industrial Waste programs encompassing permitting, inspections and enforcement; (4) six municipal Used Oil Recycling programs; (5) three municipal Beverage Container Recycling programs; and (6) two water conservation programs.

Related Experience

Representation, Advocacy, and Leadership

Since May 2016, Mr. Hunter has served as the chair for the LA Permit Group, which facilitates discussions and provides area wide Permit updates to affected parties within LA County that are under the Regional MS4 NPDES Permit. He coordinates this role with staff from the County of Los Angeles, as well as other Permit stakeholders. Historically, he has also chaired the Los Angeles River Watershed Management Committee and the Santa Monica Bay Bacterial TMDL J7 Subcommittee.

For decades Mr. Hunter has regularly represented client interests in meetings with Regional Board staff and members, most recently regarding topics such WMPs, CIMPs, TMDLs, trash provisions, and other new Permit mandates. Most recently this included providing written and oral comments on the 2021 Regional MS4 NPDES Permit on behalf of the Lower San Gabriel River and Lower LA River Watershed Management Groups.

Through these experiences, Mr. Hunter has played a leadership role in the continued countywide development and implementation of the Municipal NPDES Program in the LA Region.

Watershed Management and Safe, Clean Water Program

Mr. Hunter serves as the Principal-in-Charge for contracted program administration and implementation assistance to the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Services overseen include preparation and adaptive management of the WMPs, CIMP monitoring, annual compliance reporting, project concept planning, and SCWP application preparation. This includes presenting SCWP funding projects to the Watershed Area Steering Committees (WASCs). He also participates as needed in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads and NPDES Permit Implementation

Mr. Hunter oversaw development of the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP. He has also administered Trash TMDL studies and associated compliance reports for 19 cities, and continues to oversee the development and implementation of the federally required NPDES Municipal Permit Minimum Control Measures for over 30 cities.

2. Firm Profile

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting cities implement water quality and conservation programs. This includes NPDES/pollution prevention, watershed management, sewer spill prevention, water conservation, and recycling. Services include administration, planning, reporting, and funding, as well as inspections, engineering, monitoring, public education, and training.

2.1. Relevant Firm Experience

Our firm's experience in Municipal NPDES begins with the inception of MS4 Permits in the 1990s. Table 2 of this proposal includes a complete list of the MS4 NPDES services we provide to current municipal clients, as well as our years of service. These services include the following:

- 44 cities, 4 Watershed Management Groups (WMGs): Program management or technical support,
- 48 cities: Field inspections, including evaluation of LID, construction, and industrial/commercial BMPs,
- 43 cities, 3 WMGs: Compliance reporting (e.g., MS4 NPDES Permits, TMDLs, and WMPs),
- 37 cities, 4 WMGs: Staff training,
- 44 cities, 4 WMGs: WMP/TMDL Program assistance,
- 42 cities: Funding assistance, including the SCW Program and grants,
- 40 cities: Public education,
- 26 cities: Plan review of LID Plans, WQMPs, and SWPPPs,
- 4 WMGs, 2 cities: Water quality monitoring.

The following are several similar projects in the last few years, including the relevant team member managing them:

- Updating WMPs and (C)IMPs for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), Nearshore (Long Beach), and Peninsula Cities WMGs. (Jillian Brickey, Michelle Kim, Cameron McCullough, John Hunter. 2021-2025.)
- Representing the Cities of Glendale, Diamond Bar, Villa Park, Compton, and South Gate, and assisting the City of LA in MS4 NPDES compliance audits conducted by state and federal regulators. (Cameron McCullough, Jillian Brickey, Michelle Staffield, Hugo Garcia. 2019-2024.)
- Assisting three cities in the South Bay in responding to MS4 NOVs and penalties issued by the LA Water Board, including drafting technical arguments. (Cameron McCullough, John Hunter, Michelle Staffield. 2024.)
- Preparing over 20 applications and securing funding for SCWP infrastructure projects. (Jillian Brickey, Michelle Staffield, Michelle Kim, Cameron McCullough, Hugo Garcia. 2019-2024.)
- Administering a grant for the Ford Park Stormwater Capture Project in Bell Gardens. (Jillian Brickey. 2023.)

- Conducting 6,000 industrial/commercial facility inspections in 20 months for the City of LA. (Cameron McCullough. 2022-2024.)
- Preparing MS4 Permit guidance documents and holding training for City of LA WPD staff. (Cameron McCullough. 2023-2024.)
- Training the Dominguez Channel WMG members in the CII Permit. (Cameron McCullough. 2023.)
- Conducting trash generation studies for 24 local municipalities. (Hugo Garcia. 2019-2024.)

Our interagency compliance planning experience includes serving as the lead consultant for the development of the WMPs for the LLAR, LSGR, Nearshore, and Peninsula Cities WMGs. This included oversight of the development of Coordinated Integrated Monitoring Programs (CIMPs). Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees. We also serve as the consultant team lead for the Nearshore, LLAR, LSGR, and Peninsula Cities WMGs. Services include administering monitoring activities, overseeing the development of and submitting funding applications for SCW Program projects, preparing watershed annual reports, holding technical committee meetings, and implementing other relevant tasks such as feasibility studies.

We also represent municipal clients in WMGs for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel, Ballona Creek, Beach Cities, and Los Cerritos Channel. Through our work in the Dominguez Channel and Los Cerritos Channel WMGs, we are versed in the requirements of the upcoming CII NPDES Permit. In Orange County we represent six municipal clients in WMG planning activities led by the Orange County Public Works.

Table 2. Municipal NPDES Clients and Services

Local cities served (48) and years of service					
Arcadia: 30	Culver City: 2	Inglewood: 10	Lynwood: 11	Rolling Hills: 16	South Gate: 34
Artesia: 11	Diamond Bar: 18	La Habra: 14	Manhattan Beach: 15	Rancho Palos Verdes: 31	South Pasadena: 20
Baldwin Park: 5	Downey: 14	La Mirada: 8	Monterey Park: 20	San Gabriel: 5	Stanton: 18
Buena Park: 4	Fullerton: 8	Laguna Woods: 5	Norwalk: 15	San Marino: 5	Temple City: 22
Burbank: 8	Glendale: 12	Lakewood: 10	Paramount: 11	Santa Fe Springs: 9	Villa Park: 12
Cerritos: 10	Hawaiian Gardens: 13	Lomita: 10	Pasadena: 10	Seal Beach: 20	West Covina: 10
Compton: 5	Hawthorne: 25	Long Beach: 11	Pico Rivera: 9	Signal Hill: 40	West Hollywood: 30
Covina: 17	Hermosa Beach: 5	Los Angeles: 3	Placentia: 12	South El Monte: 8	Whittier: 11

Services offered		
Category	**Brief description**	**Cities served**
Program administration		
1. Administrative support	Program oversight, City representation, and/or technical and regulatory support	48
2. Funding	Grant/SCWP application and management and/or SCWP Plan and Report preparation	42
3. Reporting	Annual Report, TMDL Report, WMP Report, and/or Monitoring Report preparation	46
4. Monitoring oversight	Oversight of surface water quality monitoring subcontractors	22
Control measure implementation		
5. Compliance planning	Program and project planning to comply with NPDES, TMDLs, and WMPs	48
6. Plan review	LID Plan, WQMP, SWPPP and other NPDES-related plan review	26
7. Trash provisions	Trash TMDL and Trash Provisions planning and implementation	41
8. Training	Staff training in NPDES requirements, either in-person, remote, or online	41
9. Field inspections	Construction, industrial/commercial, municipal site and/or LID BMP inspections	48
10. Public outreach	Public outreach content development and distribution	40

Services provided by City
Cities with all or most services provided (39)
All services: Diamond Bar, Downey, Lakewood, Lynwood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, Signal Hill, South Gate, Whittier. **All services except #4**: Culver City, Fullerton, La Habra, Monterey Park, Pasadena, Placentia, Seal Beach, South El Monte, Stanton, Villa Park, West Covina, West Hollywood. **All services except #6**: Artesia, Cerritos, Compton, Hawaiian Gardens, La Mirada, Long Beach. **All services except #4 and #6**: Arcadia, Glendale, Hawthorne, Hermosa Beach, Inglewood, Lomita, San Gabriel, San Marino, South Pasadena, Temple City.
Cities with select services provided as labeled (9)
Baldwin Park (1, 2, 3, 5, 9, 10), Buena Park (9), Burbank (1, 2, 3, 5, 7), Covina (1, 3, 5, 6, 8, 9), Laguna Woods (1, 5, 6, 9), Los Angeles (1, 5, 8, 9), Manhattan Beach (9), Rolling Hills (7), Santa Fe Springs (2, 3, 4, 6, 9)

3. Scope of Services Available to the City and Approach

We welcome the opportunity to continue providing municipal NPDES and SCW Program services to the City of West Covina. Our aim is to provide a comprehensive suite of services to assist the City with Municipal NPDES Permit compliance. The timeframe of this proposal is for a period of one (1) year. Our approach prioritizes clear communication, tailored actions, superior technical expertise, and cost efficiency. Table 3 lists our scope of services available to the City.

Table 3. Scope of Municipal NPDES and SCW Program Services Available to the City

Tasks	Description
1 Program Administration, Compliance Planning, and Reporting	
Program updates	Provide project and program status updates.
Interagency meetings	Represent the City in meetings/correspondence with program stakeholders.
Technical assistance	Share technical program information and expertise with City staff.
Program development	Assist in preparing and updating program documents.
Program assessment	Assess program compliance and recommend actions.
WMP and CIMP	Assist with the development and implementation of the WMP and CIMP.
TMDLs	Assist with TMDL compliance planning, implementation, and reporting.
Trash Provisions	Assist the City with the Statewide Trash Provisions.
Compliance Reports	Assist with the preparation of NPDES and TMDL compliance reports.
Database management	Operate and maintain an accessible online databases of program records.
Other assistance	Assist with Municipal NPDES-related services not listed in this scope.
2 Program Funding Assistance	
SCWP Plans and Reports	Prepare SCWP Annual Plan and Annual Reports.
Fees, budgets, agreements	Develop and administer fees, budgets, and cost share agreements.
Additional services	Provide additional Municipal NPDES program-related funding services.
3 Control Programs	
3.1 Capital Projects and Programs	
Project implementation	Assist with NPDES capital projects and program implementation.
3.2 Planning and Land Development	
Tracking	Update records with available program inventory information.
Reviewing	Review LID Plans and Green Street plans BMP implementation.
Inspections	Conduct BMP inspections, follow-ups, and issue enforcement.
3.3 Construction	
Tracking	Update site records with available program inventory information.
Reviewing	Review SWPPPs and ESCPs for BMP implementation.
Inspections	Conduct BMP inspections, follow-ups, and issue enforcement.
3.4 Industrial/Commercial Facilities	
Tracking	Update industrial/commercial facility records using available data sources.
Educating	Distribute, develop, and purchase educational material.
Inspections	Schedule and conduct BMP inspections, follow-up, and issue enforcement.
3.5 Public Agency Activities and Training	
Tracking	Update records for inventoried city facilities with available information.
Inspections	Inspect BMPs at City facilities and assist in selecting BMPs.
Training	Develop and provide Municipal NPDES training for city staff as applicable.
3.6 Illicit Discharge Investigations	
Investigations	Conduct field investigations, follow-up, and issue enforcement.
3.7 Public Information and Participation	
Tracking	Update records for public outreach activities.
Events	Assist with community events to promote pollution prevention.
Material distribution	Provide and distribute educational materials.
Material development	Update and develop educational materials and content.

4. Rate Schedule and Estimated Costs

4.1. Rate Schedule

The following rate schedule is effective as of 2025. The rates are subject to consumer price index (CPI) increases in subsequent years. Rates are based on JLHA's employee titles. Employee titles for the key team members are listed in their resumes.

Principal	$232 / hour
Director	$206 / hour
Program Manager	$206 / hour
Staff Engineer	$206 / hour
Project Manager	$195 / hour
Assistant Project Manager	$174 / hour
Project Engineer	$174 / hour
Senior Compliance Specialist	$153 / hour
Compliance Specialist II	$143 / hour
Project Analyst II	$143 / hour
Compliance Specialist I	$132 / hour
Project Analyst I	$132 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	$90 / hour
State Certified Laboratory Analysis	Cost + 5%
Subcontracted equipment	Cost + 5%

This rate schedule is subject to annual consumer price index (CPI) increases in subsequent years (pending city approval).

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

4.2. Estimated Annual Not-to-Exceed Total

The annual not-to-exceed costs for the municipal NPDES and SCW Program services are included in Table 4.

Table 4. Estimated Annual Not-to-Exceed Costs

Task name	Cost	Total
Municipal NPDES and SCW Program		$90,000
1 Program Administration, Compliance Planning and Reporting	$23,800	
2 Program Funding Assistance	$5,000	
3.1 Capital Projects and Programs	$200	
3.2 Planning and Land Development	$4,900	
3.3 Construction	$18,000	
3.4 Industrial/Commercial Facilities	$31,500	
3.5 Public Agency Activities and Training	$4,000	
3.6 Illicit Discharge Investigations	$1,400	
3.7 Public Information and Participation	$1,200	
Total Not to Exceed		**$90,000**

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF SUBAWARD BETWEEN LOS ANGELES COUNTY AND CITY OF WEST COVINA FOR 2025-26 ELDERLY NUTRITION PROGRAM (ENP)**

RECOMMENDATION:

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

1. Adopt the following resolution:

   RESOLUTION NO. 2025-55 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR THE ELDERLY NUTRITION PROGRAM (SUBAWARD NUMBER ENP 252609) AND AUTHORIZING THE CITY MANAGER OR THE ACTING CITY MANAGER TO EXECUTE THE SUBAWARD AGREEMENT AND FUTURE AMENDMENTS TO THE SUBAWARD AGREEMENT

2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers, including any amendments to such agreements and purchase orders.

BACKGROUND:

The Los Angeles County Aging & Disabilities Department, Area Agency on Aging (AAA), as part of the Older Americans Act of 1965, a federally funded program, provides grant funds to cities with a required 12% match paid by the cities. The City of West Covina has been using AAA grant funds since 1995 to provide nutritious hot lunches five days per week at the Senior Center. Seniors over the age of 60 are eligible for the meal program and meals are provided on a first-come first-served basis.The City currently serves approximately 150 meals per day on average to local seniors. Using the AAA grant funds, the City uses its own Head Cook and limited services support kitchen staff to prepare fresh meals for seniors daily. Senior volunteers supplement the City staffing to ensure continuity of service.

DISCUSSION:

To provide ongoing services and maintain the current partnership with the County of Los Angeles, it is requested that the City Council approve and adopt Resolution No. 2025-55. The resolution, which is required by the County, designates the City Manager or the Acting City Manager as the City's Authorized Representative for purposes of the subaward agreement, authorizes the City Manager or the Acting City Manager to execute the subaward agreement and any future amendments to the subaward agreement, and to approve and accept subaward funds.

Entering into the subward agreement will allow the City to continue the unique and beneficial meal program for the seniors who reside in the City of West Covina and its surrounding cities. The initial term of the subaward is July 1, 2025 through June 30, 2026, with the option for the County to extend the term for three (3) additional one (1) year periods. The City's total allocation for Fiscal Year 2025-26 from AAA is $361,100. These funds will be used to serve a minimum of 30,000 senior meals to West Covina residents and non-residents for Fiscal Year 2025-26. If extended, the County projects allocating to the City $361,100 per fiscal year that the subaward agreement is extended.

The County requires subrecipients to contract with meal providers from their list of approved caterers when contracting for such meals. The list of approved caterers for Fiscal Year 2025-2026 is included as Attachment No. 3. Staff is requesting that the City Council authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from providers on the approved caterer list, including any amendments to such agreements and purchase orders.

LEGAL REVIEW:

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

Prepared by: Susie Perez, Deputy Community Services Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The City will be reimbursed $7.92 per meal served up to $361,100. The grant requires a 12% match, which amounts to $43,332.

	Total
Funding Allocation	361,100
Match Contribution	43,332
Program Total	**404,432**

This grant saves the City funding which may have otherwise come from the General Fund. The Senior Meals program and match were included in the Fiscal Year 2025-26 budget to be utilized for this match. The match was included in the Program Year 2025 Community Development Block Grant Action Plan, so there is no cost to the General Fund.

Activity	**Fund Source**	**FY 2025-26**	**Grant Obligation**	**Balance**
Meals	Fund 146, Senior Meals Program	361,100	361,100	0
Match	Fund 131, CDBG	60,000	43,332	16,668
	TOTAL	421,100	404,432	16,668

Attachments

Attachment No. 1 - 2025 ENP Subaward
Attachment No. 2 - Resolution No. 2025-55
Attachment No. 3 - Approved Caterers, FY 25-26

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES
AGING AND DISABILITIES DEPARTMENT

AND

CITY OF WEST COVINA

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP252609

SUBAWARD PERIOD: JULY 2025 – JUNE 2026

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Exhibit D (County's Administration)

Exhibit E (Subrecipient's Administration)

Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

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

Exhibit J (Charitable Contributions Certification)

Exhibit K (Information Security and Privacy Requirements)

Exhibit L (California Civil Rights Laws Certification)

Exhibit M (FEMA Provisions)

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

Exhibit O (Subrecipient's Compliance with Encryption Requirements)

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

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

Exhibit T (List of Lower Tier Subawards)

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

RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into on **July 1, 2025** (“Execution Date”) by and between the parties identified below:

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

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

and

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

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

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

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

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

WHEREAS, pursuant to Program Memo No. 23-12 issued on June 112, 2023, the State of California, through the CDA, has allocated nutrition modernization funds to the Area Agencies on Aging (AAA) for modernization of the OCA to encourage the AAAs to advance and expand OCA programs, with a focus on ensuring ongoing sustainability; and

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

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient will establish and implement written administrative, management and personnel policies and procedures

to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and,

WHEREAS, on **May 13, 2025,** the Los Angeles County Board of Supervisors (“Board”) authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties County and Subrecipient hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, B1.1, B1.2, C1.1, C1.2, D, E, F1, G, I, J, K, L, M, N, O, P, Q, R, S, T, and U are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Intentionally Omitted.

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

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, visit County's website at: https://www.lacountyad.org/business.

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

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

1.6.1 Exhibit A (Statement of Work and Attachments)

1.6.2 Exhibit B1.1 (Budget)

1.6.3 Exhibit B1.2 (Budget)

1.6.4 Exhibit C1.1 (Mandated Program Services)

1.6.5 Exhibit C1.2 (Mandated Program Services)

1.6.6 Exhibit D (County's Administration)

1.6.7 Exhibit E (Subrecipient's Administration)

1.6.8 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.9 Exhibit G (Safely Surrendered Baby Law)

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

1.6.11 Exhibit J (Charitable Contributions Certification)

1.6.12 Exhibit K (Information Security and Privacy Requirements)

1.6.13 Exhibit L (California Civil Rights Laws Certification)

1.6.14 Exhibit M (FEMA Provisions)

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

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

1.6.17 Exhibit P (Definitions)

1.6.18 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.19 Exhibit R (Joint Funding Revenue Disclosure)

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

1.6.21 Exhibit T (List of Lower Tier Subawards)

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

1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Contracts_Download_Page/

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

2.0 DEFINITIONS AND HEADINGS

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

2.2 **Federal and County Terms**

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

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of West Covina for Elderly Nutrition Program Subaward Number ENP252609 Subaward Period July 1, 2025 – June 30, 2026;

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

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

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

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

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of West Covina Elderly Nutrition Program Subaward Number ENP252609 Subaward Period July 1, 2025 – June 30, 2026;

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

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

2.2.2.4 **Subcontractor:** A third-party

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

3.0 WORK

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

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

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

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

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

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

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

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

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

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward will be one (1) year commencing on July 1, 2025, upon execution by the parties, and will continue through June 30, 2026, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

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

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

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

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

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

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

Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

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

5.1.2 **Funding Allocations**

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **$361,100 (which includes OAA Funds in the amount of $300,200 and Modernizing Older Californians Act (MOCA) Funds in the amount of $60,900)** ("Subaward Sum Year 1") and the year-to-date funding allocation is **$361,100** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **$361,100** ("Subaward Sum Year 2"); **$361,100** ("Subaward Sum Year 3"), and **$361,100** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **$1,444,400**.

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

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

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

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

5.1.3.2.1 Subaward Sum: **$300,200**

5.1.3.2.2 Service Area: **Supervisorial District 1**

5.1.3.2.3 Period of Performance: July 1, 2025 – June 30, 2026

5.1.3.2.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 Modernizing Older Californians Act (MOCA) funds for ENP Congregate Meal Services

5.1.3.3.1 Subaward Sum: **$60,900**

5.1.3.3.2 Service Area: **Supervisorial District 1**

5.1.3.3.3 Period of Performance: July 1, 2025 – June 30, 2026

5.1.3.3.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation or Elderly Nutrition Program Services

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

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

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

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

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

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

5.5 INVOICES AND PAYMENTS

5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments), Mandated Program Services exhibit(s) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for the Fiscal Year under this Subaward).

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

5.5.3 **Intentionally Omitted**

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Monthly invoices must also include any amounts related to matching funds and program income, if applicable. Upon direction of County, Subrecipient must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS which may include the Contract Management System (CMS) – Subrecipient's Gateway or via other ITS identified by County. Subrecipient must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient must

submit an invoice for Services provided in October by November 10th for reimbursement). In instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.1.1 Subrecipient must submit the final, year-end invoice to County no later than the 3rd calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year, unless otherwise instructed by County. In instances, when the 3rd calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.1.2 Subrecipient must report all final costs incurred under this Subaward. If applicable, Subrecipient must also include any matching funds and program income in the final year-end invoice.

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

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

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

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

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

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

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

5.5.5 **County Approval of Invoices**

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

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any

questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.6 **Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work and Attachments) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

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

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

5.5.6.4 **Past Due Invoice**

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

5.5.6.5 **Method of Compensation Adjustment**

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

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

5.5.7 **Subaward-Related Documents**

5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or

under this Subaward. Such documents must include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work and Attachments), Attachment 7 (Site Summary); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (List of Lower Tier Subawards); and Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program).

5.5.8 **Preference Program Enterprise– Prompt Payment Program**

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

5.6 **COST OF LIVING ADJUSTMENTS (COLA's)**

5.6.1 If requested by Subrecipient, the Subaward hourly, daily, monthly or Unit Rate amount may, at the sole discretion of County, be increased annually based on the most recent published percentage change in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Subaward commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where County decides to grant a COLA pursuant to this Subparagraph for living wage subawards, County may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Subaward) from the base upon which a COLA is calculated, unless Subrecipient can show that its labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Subaward, it will require a written amendment to this Subaward first, that has been formally approved and executed by the

parties. To request a COLA, Subrecipient must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Subparagraph 4.2. At no time will any increase in the Subaward hourly, daily, monthly or Unit Rate amount, or COLA adjustment, ever result in the Subaward Sum exceeding the Subaward Sum or Maximum Subaward Sum.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

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

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

5.7.3 **Limitations on Subaward Sums**

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

5.7.3.2 Subrecipient must only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 **Prohibitions on Subaward Sums**

5.7.4.1 Subrecipient must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal

employee to award, make or amend any Federal subaward, grant, loan, or cooperative agreement. Subrecipient must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

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

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

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

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

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

5.8 OTHER SUBAWARDS

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

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

5.9 JOINT FUNDING REVENUES

5.9.1 Funds made available under this Subaward will supplement and not supplant any other Federal, State, or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or

expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient must submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 **FEDERAL AWARD INFORMATION**

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

5.10.2 Subrecipient Name: City of West Covina

2.5.8 Subrecipient's UEI Number: ZHHFLMKMZKL1

5.10.3 Federal Award Identification Number (FAIN): 2501CAOACM-01

5.10.4 Federal Award Date: July 1, 2025

5.10.5 Subaward Period of Performance Start and End Date: July 1, 2025 – June 30, 2026

5.10.6 Amount of Federal Funds Obligated by this Action: $361,100

5.10.7 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $361,100

5.10.8 Total Amount of Federal Award (Maximum Subaward Sum): $361,100

5.10.9 Federal Award Project Description: Federal Title IIIC1 3C1L

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

5.10.11 Assistance Listings Number and Title: 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services)

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

5.10.13 Indirect Cost Rate for Federal Award: Not to exceed 15% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 SUBRECIPIENT INDIRECT COSTS

5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is fifteen percent (15%) of Subrecipient's modified total direct costs for Title III C-1 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).

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

5.11.3 Subrecipient must not charge indirect costs exceeding the fifteen percent (15%) maximum to this Subaward. Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

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

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

5.12 **MATCH CONTRIBUTION**

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

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

5.12.3 **Forms of Match Contributions**

5.12.3.1 **Match Cash Contribution**

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

5.12.3.2 **Match In-Kind Contribution**

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

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

5.12.5.3.1 Volunteer services may be used to meet the match contribution requirement and must be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match must not exceed

more than fifty percent (50%) of the required match contribution.

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

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

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

5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 **COUNTY'S CONTRACT MANAGER**

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

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

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

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

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

6.3 **COUNTY'S PROGRAM MANAGER**

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

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

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

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

6.4 **COUNTY'S COMPLIANCE MANAGER**

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

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

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

6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 **COUNTY'S CONTRACT ANALYST**

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

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 **SUBRECIPIENT ADMINISTRATION**

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

7.2 **SUBRECIPIENT'S PROJECT MANAGER**

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

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

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

7.3 **APPROVAL OF SUBRECIPIENT'S STAFF**

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

7.4 **SUBRECIPIENT'S STAFF IDENTIFICATION**

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

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

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation must be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

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

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

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

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

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

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

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

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

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

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

7.5.6 Subrecipient must immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer, or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient must not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590

(i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

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

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

7.6 **CONFIDENTIALITY**

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

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

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

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

7.6.5 **Unauthorized Disclosure**

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

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

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

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

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

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

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

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, including expenditure of Pool Dollars, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program

memorandum or an administrative directive which will all have the same effect as an Amendment. Such Change Notice will be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice will be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient must adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

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

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

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

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

8.3 **AUTHORIZATION WARRANTY**

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this

Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

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

8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient must submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence must adhere to the following requirements outlined in this Subparagraph 8.3.3.

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

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

the new Authorized Representative within five (5) days of being approved by the Governing Body.

8.4 **BUDGET REDUCTIONS**

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

8.5 **COMPLAINTS**

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

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

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

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

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

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

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

8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must

ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

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

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

8.6 **COMPLIANCE WITH APPLICABLE LAWS**

8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

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

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower

Protections (Title 48 Code of Federal Regulations Subpart 3.908 Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient must also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it will comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient must pay all Federal and State payroll taxes; and Subrecipient must make all tax deposits required by Federal and State laws within the time limits required.

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

8.7 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

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

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

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

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

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

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

8.8 **COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

8.8.1 **Jury Service Program**

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

8.8.2 **Written Employee Jury Service Policy**

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

Contractor or that Contractor deducts from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor will also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8 will be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 **CONFLICT OF INTEREST**

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

8.9.2 Subrecipient must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 will be a material breach of this Subaward.

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

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

8.11 **CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Subaward (that is, "Contract"). It is County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

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

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

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor

Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

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

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

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

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

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

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

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 **COUNTY'S QUALITY ASSURANCE PLAN**

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

8.16 **DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

8.17 **EMPLOYMENT ELIGIBILITY VERIFICATION**

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

Subrecipient must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 **COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION**

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

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

8.19 **FAIR LABOR STANDARDS**

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

8.20 **FORCE MAJEURE**

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

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower

Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient will not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

8.23 **INDEMNIFICATION**

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

8.24 **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

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

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

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

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

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

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

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

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

County of Los Angeles
Aging and Disabilities Department
Contracts Management Division
Attention: County's Contract Manager
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

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

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

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

8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient must require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

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

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

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

8.24.11 **Claims Made Coverage**

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

8.24.12 **Application of Excess Liability Coverage**

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

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

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

8.25.2 **Automobile Liability**

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

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Subrecipient will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in

advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Sexual Misconduct Liability**

8.25.4.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.

8.25.5 **Intentionally Omitted**

8.25.6 **Property Coverage**

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

8.25.7 **Crime Coverage**

8.25.7.1 A Fidelity Bond or Crime Insurance policy with limits of not less than fifty thousand dollars ($50,000) per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Subrecipient, and apply to all of Subrecipient’s directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.8 **Intentionally Omitted**

8.25.9 **Cyber Insurance Liability**

8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars ($3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 **LIQUIDATED DAMAGES**

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

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

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

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

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction will be one hundred dollars ($100). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

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

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

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

8.27 **MOST FAVORED PUBLIC ENTITY**

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

8.28 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

8.28.2 Contractor certifies to County each of the following:

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

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

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

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

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

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

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

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

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

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

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

8.29 **NON-EXCLUSIVITY**

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

8.30 **NOTICE OF DELAYS**

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

8.31 **NOTICE OF DISPUTES**

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

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

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

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

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at: Baby Safe Surrender Program – COUNTY OF LOS ANGELES.

8.34 **NOTICES**

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

8.35 **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

8.36 **PUBLIC RECORDS ACT**

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

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

8.37 **PUBLICITY**

8.37.1 Subrecipient must not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County will not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

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

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

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

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

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

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

8.38.1.2 Subrecipient must adhere to the requirements of the authorized retention period, which will be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by

Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which will be communicated to Subrecipient in writing).

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

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

8.38.2 **Access to Records**

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

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient must maintain all records relative to such action and must make

them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

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

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.1.1 Subrecipient acknowledges County is required to verify directly with clients that they have received the Services specified in this Subaward and billed

by Subrecipient to County. Subrecipient must provide all client contact information upon request.

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

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

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

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend one million dollars ($1,000,000) or more in a year in Federal awards, including pass-through awards, must obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500

et seq.), Subrecipient must ensure that such audit will be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient must submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

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

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient must file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in

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

8.38.5 **Failure to Comply With Requirements**

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

8.39 **RECYCLED BOND PAPER**

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

8.40 **LOWER TIER SUBAWARD**

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

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

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

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

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

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

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

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

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

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

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

ensure delivery of all such documents to County's Contract Manager or designee.

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

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

8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions, and requirements of this Subaward must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP252609 with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.

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

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

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

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

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

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

8.42 **TERMINATION FOR CONVENIENCE**

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

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

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

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

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

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

8.43 **TERMINATION FOR DEFAULT**

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

8.43.1.1 Subrecipient has materially breached this Subaward; or

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

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

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

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance

schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

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

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

8.44 **TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

8.45 **TERMINATION FOR INSOLVENCY**

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

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

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

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

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

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

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

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

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

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

8.48 **VALIDITY**

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

8.49 **WAIVER**

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

8.50 **WARRANTY AGAINST CONTINGENT FEES**

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

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

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

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

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

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

8.53 **TIME OFF FOR VOTING**

8.53.1 Subrecipient must notify and provide its employees, and must require each Lower Tier Subrecipient to notify and provide its employees, information

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

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

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

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

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

8.55 **INTENTIONALLY OMITTED**

8.56 **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

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

8.57 **COMPLIANCE WITH COUNTY POLICY OF EQUITY**

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

subject Subrecipient to termination of contractual agreements as well as civil liability.

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

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

8.59 **INJURY AND ILLNESS PREVENTION PROGRAM**

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

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 **ALLEGATIONS OF FRAUD AND/OR ABUSE**

9.1.1 **Fraud Prevention Reporting**

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

9.1.2 **Child Abuse Reporting**

9.1.2.1 Subrecipient's staff working on this Subaward must comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and must report all known

and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward must also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff must submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 **Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Subrecipient's staff working on this Subaward must comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward must report the abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 **Withholding of Payment**

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

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

9.2.1 Subrecipient must abide by all applicable Federal, State, and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or

would fundamentally alter the nature of, Subrecipient's operations. Subrecipient must submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

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

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

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

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

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

9.6 LIMITATION ON CORPORATE ACTS

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

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

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

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

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

9.7 INTENTIONALLY OMITTED

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 MODIFICATIONS

9.9.1 Modifications to this Subaward

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the

parties must modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:

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

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

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

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

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification must not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items must not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification will not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward.

Subrecipient must notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification must supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 **Program Modifications**

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

9.10 **NEPOTISM**

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

9.11 **OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

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

original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

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

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

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

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

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

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

9.12.1 Subrecipient must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any

actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County will inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

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

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

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

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

9.13 PROBATION AND SUSPENSION

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

9.13.2 **Probation**

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

9.13.2.2 When County places Subrecipient on probation, County will provide Subrecipient a written notice indicating the reasons for the probation (which will include a description of the areas of

Subrecipient's non-compliance), the date upon which this probation will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

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

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

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

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

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

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

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

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

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

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

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

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

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient must allow County or a newly

selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient must continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

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

9.14.2 **Transition Plan**

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

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

9.14.3 **Elements of the Transition Plan**

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

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

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

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

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State, or local laws and regulations.

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

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

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

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

9.14.4 **Implementation of the Transition Plan**

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

9.15 **TRAVEL EXPENSES**

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

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

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

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

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

9.16 **DRUG-FREE WORKPLACE**

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

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

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

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

9.17 **INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS**

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

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

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

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

9.17.3.1 **Data Entry**

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

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

Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.3.2 **Data Records**

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

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

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

9.17.3.3 **MIS Personnel**

9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient must designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient must ensure that its users do not share their user identification and password information.

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

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

9.17.4 **County Information Assets**

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

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

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

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

9.17.4.1.4 Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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

9.17.5 **Data Destruction**

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

9.17.5.2 Subrecipient must destroy such County Information Assets by:

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

9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: Guidelines for Media Sanitization (nist.gov) and United States Department of Defense 5220.22-M (DoDI 5220.22, "National Industrial Security Program (NISP)," March 18, 2011; Incorporating Change 2 on September 24, 2020 (navy.mil)) data sanitization and clearing directive such that the PSCI cannot be retrieved.

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

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

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

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

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

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

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

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

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

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

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

9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

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

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

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

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

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

9.17.7 **Software Maintenance and Operational Management**

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

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

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

9.17.7.4 Subrecipient must ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.8 **Security Incident Reporting**

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

9.17.8.2 **Notification of Security Breach to County**

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

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

9.17.8.3 **Notification of Security Breach to Clients**

9.17.8.3.1 Subrecipient and any approved Lower Tier Subrecipient must give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the

Information Practices Act of 1977, and State policy.

9.17.9 **Electronic Backups**

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

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

9.18 **REMEDIES FOR NON-COMPLIANCE**

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

9.19 **PAYMENT AND PERFORMANCE GUARANTIES**

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

thousand dollars ($25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 **Payment Guaranty**

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

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

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

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty will provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty

payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

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

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

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

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

9.19.3.2.4 Cash

9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

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

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums

to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which will be initiated through a budget modification. This budget modification must be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient will ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient must continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 **SUBAWARD DOCUMENT DELIVERABLES**

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

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

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

9.20.3.2 **Certificate of Insurance**

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

9.20.3.3 **Fire Department Inspection Report**

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

ongoing compliance with fire inspection pursuant to local ordinances and regulations.

9.20.3.4 **Public Health Permit**

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

9.20.3.5 **Health Department Inspection Report**

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

9.20.3.6 **Vehicle Smog Certification**

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

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

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

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

9.20.4.2 **Board of Directors' Resolution**

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Lower Tier Subaward**

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

9.20.4.8 **Tax Exempt Status Letter**

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

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

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

9.20.5.2 **Closeout Report**

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

9.20.5.3 **Other Reporting Documents**

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

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 Cost Allocation Plan for Cost Reimbursement Activities

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

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)) which may be obtained at Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf, Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:

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

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

9.21.1.2.3 List of all the funded programs.

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

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

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

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

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

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

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

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

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

County's requirements will subject Subrecipient to remedies available under this Subaward.

9.21.2 **Closeout Reporting Requirements**

9.21.2.1 The final year-end invoice final year-end invoice will serve as the closeout; however if necessary, the County may impose a closeout process that occurs after the final year-end invoice submission. The closeout will take place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made. County will notify the Subrecipient if a closeout is required, and the Subrecipient must comply with the closeout reporting requirements as outlined in Subparagraph 9.21.2.

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

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

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

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

9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is

distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

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

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

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

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of $100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be $100, and the Amount Received reflected on the Closeout Report for Space will be $100. Alternatively, if the Subaward Sum for Space is reflected on the final approved Budget(s) as $100 but the Grant Share for Space is reflected on the Closeout Report as $95, and the Amount Received for Space is reflected on the Closeout Report as $95 then the $5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

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

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

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

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

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

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

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

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

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

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

9.22 **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters)

will have its own, UEI number. Subrecipient may register for a UEI number at https://sam.gov/content/entity-registration. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.

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

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

9.23 UNUSUAL OCCURRENCES AND CRIME

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

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

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

9.24 FEMA PROVISIONS

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

Subrecipient must complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

9.25 **INTENTIONALLY OMITTED**

9.26 **REDUCING SINGLE-USE PLASTICS**

9.26.1 **Reduce Single Use Plastics**

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

9.26.2 **Procurement Data Reporting**

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

10.0 SURVIVAL

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions and Headings)

Paragraph 3.0 (Work)

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

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

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

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

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

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

City of West Covina
Subrecipient's Legal Name

ENP252609
Subaward Number

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By_____
Airionna Whitaker
Deputy County Counsel

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

ATTACHMENT NO. 2

RESOLUTION NO. 2025-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR THE ELDERLY NUTRITION PROGRAM (SUBAWARD NUMBER ENP 252609) AND AUTHORIZING THE CITY MANAGER OR THE ACTING CITY MANAGER TO EXECUTE THE SUBAWARD AGREEMENT AND FUTURE AMENDMENTS TO THE SUBAWARD AGREEMENT

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

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

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

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

WHEREAS, AD has allocated funding to the City in the amount of $361,100.00 in order for the City to provide ENP services for Fiscal Year 2025-26; and

WHEREAS, the subaward agreement between the County and the City provides the option for the County to extend the subaward agreement for three (3) additional one (1) year periods. If extended, the projected funding to be provided to the City for each fiscal year the subaward agreement is extended is $361,100.00; and

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

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

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

SECTION 1. The City Council hereby designates the City Manager or the Acting City Manager as the City's Authorized Representative in connection with the Subaward by and between County of Los Angeles Aging and Disabilities Department and City of West Covina for Elderly Nutrition Program (ENP), Subaward Number ENP252609 ("Subaward").

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

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 1st day of July, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-55 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 1st day of July, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk

ATTACHMENT NO. 3

LOS ANGELES COUNTY AGING & DISABILITIES DEPARTMENT
AREA AGENCY ON AGING
ELDERLY NUTRITION PROGRAMS
APPROVED CATERERS, FY 2025-2026

1	Cater4You 22753 Ventura Blvd Woodland Hills, CA 91364 Contact: Odonchimeg (Ogi) Jiimen 323-606-3000 Sushikoo11@gmail.com	2	Chef Dora Presents 2083 Torrance Blvd. Torrance, CA 90501 kim@chefdorapresents.com 347-602-07436
3	Everytable (PENDING APPROVAL) 3305 E. Vernon Avenue Vernon, CA 90058 Contact: Robert Camarena robertcamarena@everytable.com 310-401-4549	4	Hirsh Family Kosher Kitchen 338 N. Fairfax Los Angeles, CA 90036 Contact: Siri Perlman, RD (JFS) sperlman@jfsla.org Hugo Perez, Food Service Manager hperez@jfsla.org 323-937-5843 (JFS) 323-937-6560 (Kitchen) Fax: 323-934-0540 Kosher hot and frozen meals
5	Huntington Culinary, Inc. – On-site caterer at South El Monte 7071 Warner Ave, Suite F-714 Huntington Beach, CA 92647 On site Address: 1556 Central Ave South El Monte, CA 91733 Contact: Carroll Klett Carroll@hcifood.com 714-231-8782 Fax: 928222-9618 American-style meals Hot Meals	6	Judd's Catering 4806 Vineland Ave North Hollywood, CA91601 323-687-5300 Contact: Eric David info@juddscatering.com www.juddscatering.com
7	Langlois Fancy Frozen Foods, Inc. 2975 Laguna Canyon Rd. Laguna Beach, CA 92651 949-497-1741 Fax: 949-497-4739 Frozen Meals	8	Los Comales Café 3329 W 8th Street Los Angeles, CA 90005-2433 Frank Vasquez 213-254-7914 Frankvasquez88@sbcglobal.net

9	Revolution Foods 5743 Smithway Street, Ste 103 Commerce, CA 90040 Contact: Patrick Fierro pfierro@revolutionfoods.com 323-838-5555 Fax: 323-838-5419 Cell: 909-289-8900 Revolutionfoods.com Frozen Meals	10	Rolling Wok Restaurant 1609 South San Gabriel Blvd. San Gabriel, CA 91776 Contact: Mingling (Tony) Wang RollingWok91776@gmail.com 626-435-5223 Fax: 323-464-2399 Chinese-style meals
11	Sophy's Cambodian Town 3240 Pacific Coast Highway Long Beach, CA 90804 562-489-5589 sophykhut@yahoo.com Cambodian/Thai-style meals	12	St. Vincent Senior Nutrition Program 2303 Miramar St. Los Angeles, CA 90057 Contact: Veronica Dover vdover@stvincentmow.org 213-484-7775 Fax: 213-484-7276 American-style meals Danny Franco: dfranco@stvincentmow.org Kathy Sato: ksato@stvincentmow.org Julio Sagustume: jsagastume@stvincentmow.org
13	Trio Community Meals – Azusa On-site Caterer Contact: Joel Medina joel.medina@triocommunitymeals.com Contact: Aleli Garzon: aleli.garzon@triocommunitymeals.com Contact: Miguel Gomez Miguel.gomez@triocommunitymeals.com Azusa Senior Center: 740 N. Dalton Ave Azusa, CA 91702	14	Trio Community Meals – Glendale On-site Caterer Glendale Adult Recreation Center: 201 E. Colorado Glendale, CA 91205 Contact: Trio Community Meals – Long Beach Contact: Joel Medina joel.medina@triocommunitymeals.com
15	Trio Community Meals – Huntington Park 3355 E Gage Ave. Huntington Park, CA 90255 Contact: Joel Medina 323-749-6780 joel.medina@triocommunitymeals.com Contact: Jose Vargas Jose.vargas@triocommunitymeals.com 562-218-2813 American-style meals	16	Trio Community Meals - Inglewood On-site Caterer 111 No. Locust Street Inglewood. CA 90301 Contact: Hector Ortega hector.ortega@triocommunitymeals.com Inglewood Nutrition Director: Bharat (Baz) Devlia bdevlia@cityofinglewood.org 310-412-4360 American-style meals

17	Trio Community Meals – North Hills Culinary Center 8329 De Celis Place North Hills, CA 91343 Contact: Carlos Giese: Carlos.giese@triocommunitymeals.com 818-895-1161 Fax: 818-895-1177 American-style meals	18	Trio Community Meals – Paramount On-site Caterer 14400 Paramount Blvd. Paramount, CA 90723 Site: 562-220-2090 Joel Medina joel.medina@triocommunitymeals.com American-style meals

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN WITTMAN ENTERPRISES, LLC AND THE CITY OF WEST COVINA FOR AMBULANCE BILLING SERVICES**

RECOMMENDATION:

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

1. Authorize the Acting City Manager to execute a Professional Services Agreement with Wittman Enterprises, LLC for ambulance billing services for a term of August 1, 2025 through July 30, 2030, in such final form as approved by the City Attorney; and
2. Authorize the Acting City Manager to negotiate and execute all documents necessary in connection with the ambulance billing services, in such final form as approved by the City Attorney.

BACKGROUND:

Wittman Enterprises, LLC ("Wittman") has provided ambulance billing services to the City since 2005. In 2015, the City issued a Request for Proposal ("RFP") for ambulance billing services. Following the RFP process, the City entered into a three-year agreement with Wittman, with two one-year extension options.

On September 1, 2020, the City Council approved dispensing with formal bidding requirements in connection with the procurement of ambulance billing services and authorized the City Manager to negotiate and execute a new agreement with Wittman. The current agreement has a term of August 1, 2020 through July 31, 2025.

Under Wittman's current agreement with the City, the scope of services includes:

- Preparing invoices and follow-up mailings with both English and Spanish instructions. Initial invoicing occurs within three (3) days of receipt of transport tickets.
- Prepares all invoices and electronically conveying them to Medicare and MediCal fiscal intermediaries.
- Handling delinquent claims for patients with claims aging over 45 days.
- Providing Electronic Patient Care Report services with the Digital EMS system in use by the City.
- Providing Ambulance Subscription Program Management services, which consists of an online web portal that accepts new applications and renewals.

DISCUSSION:

The Fire Department is requesting to continue its relationship with Wittman for ambulance billing services by piggybacking onto the City of Pasadena's agreement with Wittman. Wittman has been a trusted and valued partner with the City since 2005.

Pursuant to Section 2-335(7) of Division 2 of Article VII of the West Covina Municipal Code, purchases made using another governmental or public agency's contract of substantially the same terms are exempt from the City's competitive procurement requirements, provided: (a) the other agency used a solicitation method substantially similar to the method required by Division 2 of Article VII of the Municipal Code; and (b) the Purchasing Officer determines the City will realize overall value by utilizing the other agency's contract or contract terms compared to the City performing its own procurement. The Purchasing Division has verified that the City of Pasadena's RFP meets the City of West Covina's bidding requirements as outlined in the City's Municipal Code and determined that the City will realize overall value by utilizing Pasadena's contract terms compared to the City performing its own procurement. Pursuant to the City of Pasadena's agreement with Wittman, Wittman charges Pasadena at a rate of 3.75% for net collections and $13.50 per enrollment for membership program administration services.

The Fire Department is required to have an Electronic Patient Care Reporting System ("ePCR") as mandated by Los Angeles County Department of Health Services provider agency mandates. The City uses Digital EMS as its ePCR vendor. As part of Wittman's scope of services provided to the City, Wittman purchases the ePCR program annually for the sum invoiced by Digital EMS, currently at the rate of $4.25 plus $.10 for faxing. Digital EMS estimates the number of uploads each year. If the number of incident uploads is less than the estimated number, Wittman obtains a refund of the unused incident uploads from Digital EMS and tenders the same to the City. Wittman passes through pre-paid Digital EMS ePCR costs to the City for payment as part of regular monthly invoices.

Revenues for ambulance services provided by Wittman are remitted to the City through two methods. The first method is direct payment to Wittman on behalf of the City. The second method is direct deposit for patients eligible for Medi-Care and/or Medi-Cal. Wittman remits revenues they receive to the City as a pass-through and then invoices the City for the cost of services.

Fiscal Year	Rate	Revenue to City	Cost for service to Wittman
Fiscal Year 2019/2020	4.5%	$2,650,362.86*	$119,266.32*
Fiscal Year 2020/2021	3.9%	$2,600,000.00**	$101,400.00**
Fiscal Year 2021/2022	3.9%	$2,826,506.02	$152,594.47 (includes Digital EMS)
Fiscal Year 2022/2023	3.9%	$3,062,584.69	$120,646.09
Fiscal Year 2023/2024	3.9%	$4,569,572.01	$258,472.66 (includes Digital EMS)

Consistent with the terms of Pasadena's agreement, under the proposed agreement, Wittman will charge West Covina at a rate of 3.75% for net collections and $13.50 per enrollment for Ambulance Subscription Program services.

LEGAL REVIEW:

The City Attorney's Office has reviewed the draft agreement and approved it as to form and will review and approve the final form of the agreement prior to execution.

OPTIONS:

The City Council has the following options:

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

Prepared by: Mike Browne, Acting Fire Chief
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

Wittman currently charges a 3.9% rate of net collections. Under the proposed agreement, Wittman will charge the City a 3.75% rate of net collections. The cost of the ePCR program is at a rate of $4.25 plus $0.10 for faxing as charged by Digital EMS . These costs are expected to remain the same under the new agreement The cost breakdown for Wittman, Digital EMS, and related costs (based on a projected 7,657 emergency medical service calls in FY 2023-24) is as follows:

	Ambulance transport collection	Wittman*	Wittman expenditure with Digital EMS	Estimated revenue Total**
Current	$4,828,044.67	3.9% (net collections)*	$258,472.66	$4,569,572.01**
Proposed	$4,900,000.00	3.75% (net collections)*	$230,000.00	$4,760,000.00**

**No fiscal impact.*
***Fiscal impact includes the cost of ePCR. The total assumes 7,700 emergency medical service calls as estimated for FY 2023-24.*

Revenue will be deposited into Account No. 110.408.32.00.00.00.46.46090 (Ambulance Services). The cost of the proposed service is budgeted for Fiscal Year 2025-26 in Account 110.502.32.10.00.00.61.61200 (Other Contractual Services). If there is an increase to revenue, there will be an increase to expenditures in which case, Council will be updated through a budget amendment.

Attachments

Attachment No. 1 - Pasadena RFP
Attachment No. 2 - Agreement between Pasdena and Wittman
Attachment No. 3 - Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community

ATTACHMENT NO. 1

CITY OF PASADENA



REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTIONS

FOR THE

FINANCE DEPARTMENT

CITY OF PASADENA PURCHASING DIVISION

NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT

All responses to this Request for Proposal (RFP) accepted by the City of Pasadena (City) shall become the exclusive property of the City. At such time as the City Manager recommends a contractor to the City Council, and such recommendation, with any recommended contract appears on the Council agenda, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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A. INTRODUCTION

1. Summary

The City is seeking billing and collection services for Emergency Medical Services provided by the Fire Department as outlined in this RFP.

2. Background

The City of Pasadena is an ethnically diverse community that is home to approximately 141,029 people. Pasadena is the ninth-largest city in Los Angeles County. It is one of the primary cultural centers of the San Gabriel Valley. The City covers approximately 22.5 square miles, with an average of ten residents per acre. The median age of its residents is approximately 36.9 years. There are over 100,000 jobs in a wide variety of industries in the City of Pasadena.

The Pasadena Fire Department consists of approximately one hundred and sixty Paramedics and Emergency Medical Technicians operating out of eight fire stations with a total of eight fire engines, two fire trucks, five rescue ambulances (RAs) and five reserve RAs. The Pasadena Fire Department received calls for approximately 17,022 unique incidents in FY 2021, seventy-seven percent of which were categorized as medical calls. Patients from the City of Pasadena are routinely transported to local area hospitals, but may also be sent to more distant hospitals. Transports are accomplished via one of the five RAs, but due to operational needs reserve RAs may also be placed into service. The City currently issues approximately 9,899 bills totaling almost twenty million dollars annually. The collection rate is approximately 27% of the gross billed amount or 66.55% of net charges.

The City of Pasadena is currently using the Medic ClipBoard system by Digital EMS Solutions, Inc. to collect electronic patient care information. This data is uploaded to Wittman Enterprises, LLC who bills the patients (including insurance companies, Medicare, and MediCal), generates the necessary reporting, and follows up with any required progress billings or reminders. Uncollected accounts are ultimately turned over to the City of Pasadena Collections Unit for collection actions. It is the intention of the City to continue to utilize technology to the City's best advantage.

3. Contact Information

Project Contact:
Maria Torres
Management Analyst
Email: mtorres@cityofpasadena.net
Phone: (626) 744-4351

Procurement Contact:
Antonio Watson
Project Manager
Email: awatson@cityofpasadena.net
Phone: (626) 744-8382

Department:
FINANCE DEPARTMENT

4. Timeline

Release Project Date	May 11, 2022
Question Submission Deadline	May 26, 2022, 4:30pm
Proposal Submission Deadline	June 2, 2022, 4:30pm

B. SUBMITTAL PROCESS AND INSTRUCTIONS

1. Funding Source

This procurement is funded by City of Pasadena. Vendors must submit all required document with their proposal.

2. Electronic Submission and Delivery Instructions

Parties interested in responding are required to submit proposals electronically through Planet Bids no later than 4:30 pm on Thursday, June 2, 2022.

The entire proposal must be formatted on standard-size 8½"x11" pages; printed on one side only; 12 point font only and no more than 50 grand total pages including all required attachments.

All Proposals shall be in PDF files uploaded into Planet Bids.

Upload sufficiently early electronically through Planet Bids before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the system prior to the deadline.

Proposals received after the Proposal Deadline may not be accepted by the City.

3. PRICE PROPOSAL: PRICE Proposal Submittal

Parties interested in responding are required to submit their Cost Proposal with their Technical proposal through Planet Bids.

The pricing must include the total price proposed to accomplish all the performance and deliverables requested in this RFP, and offered by your firm. Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The cost proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for all materials and supplies.

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Costs shall include the proposed costs and, if necessary, the approximate number of hours to provide the services as described in your proposal. Any additional fees outside the scope of the agreement must be approved in writing before commencing services for said fees. Vendor's RFP response must be inclusive of all costs and expenses associated with travel, lodging, and any other incidental costs. The City will not separately reimburse costs not included in the proposal.

4. Deadline for RFP Questions

The deadline to submit questions related to this RFP is Thursday, May 26, 2022, prior to 4:30 pm.

Questions regarding this Request for Proposals should be directed only to the person(s) designated below. Do not contact any other City employee or official regarding this RFP.

Questions shall be in written format and be submitted ONLY via e-mail

General and/or technical questions:

FINANCE DEPARTMENT

Maria Torres, Management Analyst
(626) 744-4351
mtorres@cityofpasadena.net

Questions regarding the City of Pasadena Purchasing Procedures, and Pasadena Living Wage Ordinance:

Antonio Watson, Project Manager
Department of Finance
(626) 744-8382
awatson@cityofpasadena.net

Any questions submitted after the date and time specified will not be considered.

Vendor Registration Instructions & Customer Service information:

Click here to register onto Planet Bids:
https://www.planetbids.com/portal/portal.cfm?CompanyID=14770

If you are already registered and need help logging in or retrieving your user information call 818-992-1771 x0.

Additional instructions are included in this solicitation (See section named "Instructions for Registering onto Planet Bids").

Customer Service

For assistance with e-bidding or uploading documents: Contact Planet Bids

Monday through Friday 5am - 5pm PST, except statutory holidays

5. No Pre-Proposal Meeting

The City does not plan to hold a pre-proposal meeting. Instead, the City will accept written questions via email.

6. Definitions

The words (A) "City", (B) "Department", (C) "Director", or (D) "Contractor", as used in this RFP, shall be understood to refer respectively to (A) the City of Pasadena, California; (B) the several departments therein; (C) the directors of the several City departments; or any of their properly authorized assistants; and (D) the person, firm or corporation with whom the contract is made by said City or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

7. Addenda

If any person contemplating submitting a proposal of the items or services listed herein is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City representative(s) identified in the subsection named "Deadline for RFP Questions," above, a written request for an interpretation or correction thereof.

Any interpretation or correction of City specifications will be made only by addendum, duly issued by the City representative(s) identified in Section 3, above. Addenda (if any) shall be made available to each Proposer. A proposer's failure to address the requirements of any and all addenda may result in the proposal not being considered. If the City determines that a time extension is required for the proposal, the City will issue an addendum that will give the new submission date. The Proposer is responsible to register with "PLANET BIDS" at www.cityofpasadena.net to insure they receive all RFP documents including addendums which are available as a download.

The City reserves the right to change any part of these Instructions to PROPOSERS and Specifications any time prior to Deadline for Submissions. Any changes shall be in the form of addenda and will become a part of the Proposal documents and of the contract.

8. Withdraw of Proposal

Any Proposer may withdraw their proposal, by written request at any time prior to the time set for the opening of proposals.

C. SCOPE OF WORK

1. SCOPE OF WORK

The City of Pasadena is seeking proposals from companies that provide EMS billing and collection services. Proposers will receive electronic patient care information from another city hired vendor, convert this information into proper billing statements, and perform all required follow up and customer services which result in the collections of City revenues for emergency medical services. The billing and collection solution must provide all of the applicable hardware, software and connectivity components for the EMS billing and collection services, as well as a conversion plan for migration from current provider if they are not selected.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Each proposer shall propose the services described in this section, Scope of Work, and shall describe how it intends to provide each service.

2. EMS BILLING AND COLLECTION SERVICES DETAILED SCOPE OF WORK

Each proposer shall propose complete EMS Billing and Revenue Collection services using imported electronic data provided by the City, currently via the Medic Clipboard by Digital EMS or any data source contracted by the City, including the following:

1. Provide all supplies, equipment, personnel, computer hardware and software, billing forms, insurance forms, lien forms, envelopes, postage and supplies necessary to administer, on a day to day basis, the City's EMS billing and accounts receivable functions.

2. Comply with all provisions and specifications of the Health Insurance Portability and Accountability Act (HIPAA), as well as other federal, state and local statutes and regulations addressing patient privacy issues.

3. Maintain proficiency and comply with all statutory, regulatory and other legal requirements, including amendments to such requirements, which might impact billing, reimbursement and/or collections for EMS and release of private medical information.

4. Bill insurance companies and individuals within two days (48 hours) of receipt of information for EMS provided by the City, collect fees paid by billed parties, deposit fees collected into City accounts and provide continued collection efforts for up to 120 days from the date of initial billing (associated with item 7, below). At least two additional notices shall be mailed on all unpaid accounts on a schedule to be determined prior to award of contract.

5. State whether or not billing to insurance companies and individuals can be accomplished within one day (24 hours) rather than two day (48 hours) of receipt of information for EMS provided by the City. If not able to do 100% of the time, please indicate what percent of the time is achievable.

6. The proposed service/product must have the capability to customize wording and images used on customer mailings. Customized mailings must be reviewed and approved by the City to ensure that the City is properly represented to the public.

7. After 120 days of collection efforts, unpaid accounts must be turned over the City's Collection Department within one week of 120th day. Additionally, when the responsible party's billing information is not identified by proposer within 60 days, the account must be turned over to the City's Collection Unit within one week of 60th day. The successful proposer will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results. The City will be the final arbiter of disputes between the successful proposer and customers; its decision will be final.

8. Perform all follow up work required in order to maximize collection of all payments, including additional correspondence and telephone calls. This includes management of all third-party claims and inquiries as well as Medicare and Medi-Cal claims and billings.

9. Provide sufficient qualified personnel to meet all provisions of the Scope of Work in a timely manner, including timely generation of bills for over 15,000 individual patient contacts per year (all contacts do not result in a billing). The successful proposer shall generate a patient's initial bill within 48 hours of receipt by the proposer of all information necessary to generate such a bill.

10. Provide customer service; including a 24-hour telephone service for customers, 24-hour voice mail system and 800-number. System must be able to accept voice mail messages and route to appropriate person 24 hours per day. The successful proposer must make a good faith effort to contact customers within 24 hours after initial contact from the customer. Periodic reports on customer service response times should be provided to City at least annually.

11. Contractor shall accept payments directly, and shall within one day of receipt, deposit payments into the City's general bank account. City may opt to utilize Lock Box services with a bank selected by City. Payments shall be posted to patient's accounts within one working day of receipt.

12. Provide monthly reports detailing deposits, adjustments, refunds, and balances to the City (to the Finance and Fire Departments) within three working days after month end. Please provide sample report(s) documenting this step.

13. Provide a reconciliation of cash receipts of the City used in determining monthly net receipts used to calculate payment as invoiced to City for services rendered.

14. Proposer shall maintain an active Quality Assurance, Internal Auditing Controls, and audit program for detecting, correcting and avoiding processing errors.

15. Proposer shall follow industry best practices regarding data security.

16. Proposer shall indicate whether or not they have completed a Statement on Standards for Attestation Engagements (SSAE 16) SOC 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy. If it has been completed, please submit a copy. If it has not been completed please indicated if one is planned or if proposer is willing to have this completed at their own cost.

17. Cost of Services – The cost of services shall be stated as a percentage of collected revenue, less any refunds or adjustments. Provide rates to reflect a 60 month agreement with an optional one year extension.

18. Provide monthly reports of any and all disclosures or releases of data or information and the reasons therefore.

19. Describe your approach for researching the ability of all persons who may be legally obligated to pay for services provided and bill accordingly.

20. Provide eligibility screening and insurance assistance to customers who lack current coverage, including providing Medical information and instructions for processing.

21. Describe your solution for handling the City's outstanding accounts receivable from billings for services rendered prior to transition to the successful proposer. Also state what fees will be charged for this solution.

22. Describe the specific collection process and techniques that would be used to assist the City of Pasadena in collecting accounts receivable due to the City of Pasadena Fire Department for Emergency Medical Services (EMS).

23. Describe any other aspect of collection capabilities of your firm that distinguishes it from other firms offering this service.

24. Describe the expected method of compensation for these services. The City expects to pay a percentage of net collection for the services provided.

25. Describe your experience interfacing with the Medic ClipBoard system by Digital EMS Solutions, Inc. It should be noted that the City retains the option to replace this electronic patient care reporting (ePCR) vendor with another qualified vendor during the term of the contract.

26. The successful firm shall seek to obtain reimbursement for the charges generated by the City's Emergency Medical Services. Reimbursement shall be pursued through the billing of patients, property owners, third-party payors (i.e. public or private healthcare insurance carriers), etc., for services rendered.

27. Please explain your experience with California AB 678, California Ground Emergency Ambulance Transportation (GEMT) and how you have assisted clients in handling.

28. The successful firm shall provide on-going consultation to assist the City on matters related to the collection of the above charges, to include advice on current developments in Medi-Cal and Medicare reimbursements, private healthcare insurance reimbursements, and claims management techniques. The successful firm shall provide monthly management reports required to manage the account receivables generated by the Emergency Medical Services. Please submit samples of all reports that are available to the City by including them in your proposal. That information shall include, but not be limited to, the following reports required on a monthly basis:

a. A report of gross and net charges for the current month, gross and net charges for the same month during the prior year and a 12-month average of gross and net charges.

b. A report of gross and net collections for the current month, gross and net collections for the same month during the prior year and a 12-month average of gross and net collections.

c. A report of the net collection percentage for the current month, net collection percentage for the same month during the prior year and a 12-month average of the net collection percentage.

d. A detailed accounts receivable aging report.

e. An analysis of gross charges and gross receipts by pay classification (i.e. self-pay, commercial insurance, Medicare, etc.).

f. An analysis of bad debts written off.

g. A reconciliation of beginning and ending accounts receivable balances for the month.

29. Describe analysis on ePCR submissions and format proposer will perform to help identify areas of improvement and assist with staying current with trends in the profession.

30. Describe training proposer will provide to Pasadena Fire Department (PFD) staff aimed at improving report writing, data collection, etc. which would improve collections.

31. Accounting

Monthly reports will be submitted to the City of Pasadena Fire Department and the Finance Department. Prior to implementation and if future changes are proposed, these reports in draft form will be submitted for review and approval by the City Finance Department and the Fire Department for adherence to generally accepted accounting principles and the needs of the City of Pasadena.

a. TRANSACTION SUMMARY – On or before the seventh day of each month the Billing Agent will provide a report indicating the billing status of each account listed alpha, by name and numeric by account as of the end of the previous month.

b. AUDIT CLAUSE – The City reserves the right to audit the records of Billing Agent. The Billing Agent shall make and keep full and complete records and books of accounts of revenue and income, costs and expenses that specifically relate to performance under this contract. Records and books of account, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by Billing Agent, shall be open to examination during regular business hours by the City or its representatives for the purpose of inspection, auditing, verifying, or copying the same or making extracts there from. The Billing Agent shall make and keep said records and books of account in accordance with generally accepted accounting practices and legal records retention requirements.

c. POLICY MANUALS – The Billing Agent shall provide to The City manuals outlining the policies and procedures established to facilitate the processing of the contract between the parties.

d. PAYMENT TERM – The Billing Agent must remit all funds collected to The City. Payments made to the Billing Agent will be based upon "net billings", payments less amounts refunded or credited as a result of overpayments, erroneous payments or bad checks, with a scheduled disbursement of net 30 days.

e. BANK ACCOUNT – A bank account will be maintained in the name of The City of Pasadena, at a bank approved by the City, and all cash receipts will be received daily into said account. Billing Agent will have no ownership rights in the bank account. Money brought directly into the office by customers will be handled separately. Billing agent is to recommend optimum banking/deposit arrangement and options with a clear description of all internal controls.

f. REFUNDS – Any refunds to be issued will be initiated by the Billing Agent or the City Office of Accounting with the appropriate documentation provided by the Billing Agent. Checks will be written and mailed from the City's Accounting Office.

g. RECORD RETENTION REQUIREMENTS – The successful proposer shall comply with all Federal, State, and City requirements for records retention. Upon the termination of the contract all records requiring retention shall be returned to the City in a complete and organized manner complying with the City's then current storage and retention requirements.

32. During the Transition Period, it is anticipated that as of a specific date the successful proposer shall beginning billing all services and Wittman would continue to bill the services performed prior to the specific cutover date. If an alternate solution is desired, please provide details.

33. The successful proposer shall transition the City, its employees, officers and staff to the use of their electronic system for billing and collection for services rendered. Each proposer shall propose an implementation and training schedule.

34. A Waiver Policy for EMS related fees will be implemented in FY 2023 by the City. Contractor should outline capabilities and experiences with administering Waiver Policies on behalf of jurisdictions.

35. Contractor shall provide a designated Account Manager / Representative that will serve as a Liaison between the City and contractor for all inquiries, and will respond to all questions and requests within three (3) business days. An Account Manager shall be made available Monday through Friday, during normal business hours, excluding holidays recognized by contractor.

36. Contractor must have the ability to provide and customize monthly key performance indicator (KPI) reports of electronic patient care reporting (ePCR) forms on a scheduled basis determined by the City.

37. Contractor must have the resources and ability to perform randomized audits regarding the completion rates of the Department's ePCR forms, and report audit results on a scheduled basis determined by the City.

38. Contractor must have experience with California AB 678, California Ground Emergency Ambulance Transportation (GEMT) enacted in 2011, and detail experience with assisting client jurisdictions in handling cost reporting.

39. Contractor must describe extent of familiarity with the Public Provider Intergovernmental Transfer (PPIGT) program.

40. Contractor must have experience with EMS and ambulance balance billing.

41. Contractor must be able to distribute and collect quarterly Patient Satisfaction Survey Forms from the Pasadena community and provide survey results to the Pasadena Fire Department on a consistent basis; any additional cost for this service must be clearly outlined.

3. SUBSCRIPTION PROGRAM SCOPE OF WORK

1. The Fire Department plans to initiate a Paramedic Subscription Program in Fiscal Year 2023. The successful contractor must have experience managing EMS billing for a Paramedic Billing Subscription or Membership Program.

2. Contractor will receive membership application payments, enter City members into contractor's billing system, and track said members thereafter for membership purposes.

3. Contractor will deposit membership monies into the City's bank account.

4. Contractor will send monthly reports regarding membership and correlating revenues.

5. Contractor will mail membership annual renewal notices to existing paid City members.

6. Contractor will track all Paramedic Subscription Program membership accounts and services provided such as transports and treatments provided without transport to a medical facility.

7. Contractor will report these Paramedic Subscription Program membership accounts, applicable balance adjustments, and associated services rendered, to the City.

This task will be initiated upon the approval of the Director of Finance.

D. PRICE PROPOSAL

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The table(s) below is intended to be a sample. Proposers may add necessary line items provided they are in compliance with instructions in this RFP for "Cost Proposals." The cost proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for materials and supplies.

EMS BILLING SERVICES

Vendors are required to provide a percentage breakdown of their fees based on the total estimated dollar amount to be collected. Vendors must enter their percentage into the column named "Proposed Fees." Total cost will be the estimated revenue to be collected x the percentage of the "Proposed Fees."

Line Item	Description	Proposed Fees	Unit of Measure	Unit Cost
1	EMS BILLING SERVICES DETAILED SCOPE OF WORK		Percentage	

SUBSCRIPTION PROGRAM

Vendors are required to provide a percentage breakdown of their fees based on the total estimated dollar amount to be collected. Vendors must enter their percentage into the column named "Proposed Fees."

Line Item	Description	Proposed Fees	Unit of Measure	Unit Cost
2	SUBSCRIPTION PROGRAM		Percentage	

E. EVALUATION CRITERIA

Evaluation of the proposals will be based on a competitive selection process, in which the evaluation of proposals will not be limited to price alone. The capability of the proposer to satisfy the City requirements identified in the Scope of Services, and the experience of the proposer in providing services of this type, size and scope will also be considered in the selection. A minimum of five (5) years of experience providing similar services is required.

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective consultant's qualifications.

The City, in consultation with the selection panel, reserves the right to reject any and all proposals. The selection panel will grade and score responsive proposals with the following criteria and weights: The competitive selection evaluation criteria are as follows:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Project Understanding** Points will be assigned based on how well the proposer demonstrates an understanding of the project. The proposal should explain how they will accomplish each task identified in this RFP. Also, the proposer should be able to identify how the overall project objectives are related to the current situation and discuss possible pitfalls with the project. The proposer must demonstrate familiarity and understanding of EMS billing and collections and the City's requirements.	Points Based	15 *(15% of Total)*
2.	**Experience** Points will be assigned for "Experience with Projects of this Size and Scope in an Agency of Similar Size" based on a vendor's previous experience with municipal agencies, as delineated in the SCOPE OF WORK, and CLIENT REFERENCES. Greater points will be awarded to proposers who can provide references and clients from at least five (5) other Fire Departments of similar sizes, or clients from local and surrounding jurisdictions.	Points Based	15 *(15% of Total)*

3.	**Cost Proposal** Points will be assigned based on a "Ratio Method." The proposer's cost must include the delivery of the proposed solutions, as well as any recurring costs (if any) as delineated in the Scope of Work and the PRICE PROPOSAL. With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula: **Lowest Price / Evaluated Price X maximum points available = Awarded Points** Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost = 30 points. ($100,000 / $125,000) X 30 = 24 points	Points Based	20 *(20% of Total)*
4.	**Local Pasadena Business** To be awarded a 5 point preference for this category, the proposer must have an official business address within the City of Pasadena at the time that this RFP is posted on the City's Website.	Points Based	5 *(5% of Total)*
5.	**Small or Micro-Business Preference Entitlement** To be awarded a 5 point preference for this category, the proposer must be certified by the State of California as a small or micro-business. Refer to the State of California Department of General Services Division for further information. https://caleprocure.ca.gov/pages/sbdvbe-index.aspx	Points Based	5 *(5% of Total)*
6.	**Project Approach** Points will be assigned based on industry best practices and sound project approach or methodology. The project approach should discuss issues and challenges for each task and demonstrate alternative ways that would be practical and cost effective. In addition to the project approach proposal specific for this project, proposer should include a listing of similar completed projects to illustrate any unique or innovative project solutions that their firm has done in the past.	Points Based	25 *(25% of Total)*

7.	**Staffing of Project / Ability to Perform** Points will be assigned based on the availability and capability of the project team. The qualification of staff or project team members, provided in the Statement of Qualifications section of your proposal will be evaluated. It is important to note how a particular staff's expertise is related to the skills or tasks that would be required to provide the best solution and project deliverables.	Points Based	15 *(15% of Total)*

F. REVIEW AND AWARD RECOMMENDATION PROCESS

1. Review and Award

A screening committee will determine which proposals are responsive to City requirements and needs. The technical portions of responsive proposals will be evaluated by a selection panel consisting of personnel from the City. The selection may be based solely on the written proposals submitted.

PROPOSERS may be invited to a meeting to provide additional clarification of the content of their proposal. The City reserves the right to invite all of the PROPOSERS for an oral clarification OR only the top three (3) ranked firms based on the initial written proposal review. The meeting will not alter the selection criteria but will be used to clarify content of the proposal. The final scoring and ranking will be made after the meetings. Proposals shall consist of the sections named in the "Contents of Proposal" outlined below.

Once an agreement is reached with a Proposer, staff will recommend award of a contract. The City reserves the right to select the firm which, in its sole judgment, best meets the needs of the City.

Any contract resulting from this RFP, if $25,000 or more, shall not be effective until approved by the City Manager. Any contract resulting from this RFP, if $75,000 or more, shall not be effective until approved by the City Council.

G. GENERAL REQUIREMENTS

1. Pasadena Living Wage Ordinance

This project is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The ordinance requires that contractors providing labor or services to the City under contracts in excess of $25,000 pay no less than the City's Living Wage to all employees who spend any of their time providing labor or delivering services to the City.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department
Purchasing Division
626-744-6755 - phone
626-744-6757 – fax

Please visit https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/ for the current calendar year Pasadena Living Wage rate.

2. Local Preference

The City of Pasadena is committed to promoting the economic health and well-being of its residents. To this end, Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Contract and which are performed within the City.

- The Contractor will be required to make good-faith effort to hire Pasadena residents for all new hires, including subcontractor new hires.
- A good-faith effort will include requests to unions or community organizations designated by City to provide a list of qualified Pasadena residents. If qualified candidates available, Contractor will conduct interviews with assistance of City and union/community organizations.
- Residents are individuals who are, and have been one year prior to the effective date of the contract, residents of the City of Pasadena.
- Submission to the City of documentation of requests and interviews will constitute proof of a good-faith effort.
- Interviews of Pasadena residents, if conducted, shall be completed and documentation submitted to the City prior to commencement of Contract work.

3. Certificate of Insurance

Proof of insurance is not required to be submitted with your proposal, but will be required prior to the City's award of the contract. A copy of the City standard has been attached herein.

4. Standard terms and conditions

Prior to the award of any work hereunder, City and contractor shall enter into a written contract in substantially the form attached hereto with such revisions thereto as the City may determine necessary and appropriate. PROPOSERS responding to this RFP are strongly advised to review all the terms and conditions of the contract, and shall be deemed to have accepted them.

5. Equal opportunity contracting

Policy - The City of Pasadena is committed to a policy of Equal Opportunity Contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

Compliance – To the extent permitted by law, Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

The successful Proposer may be required to submit documentation during the term of the contract to evidence on-going compliance with the City's Contracting Ordinance. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Questions regarding the City of Pasadena's Contracting Ordinance and policy should be directed to the Department of Finance, Purchasing & Payables Division 626.744.6755.

6. Firm commitment of availability of service

Once a proposal is opened, a PROPOSER is expected to maintain an availability of service as set forth in its proposal for at least four months after date for opening proposals.

7. Reservations

The City reserves the right to reject any or all bids and any item or items therein, and to waive any non conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

8. Documents to be construed together

The Request for Proposals, the Proposal, the Non Collusion Affidavit, and all documents referred to in the complete specifications and the Contract to be entered into between the Contractor

and the City, and all modifications of said documents, shall be construed together as one document.

9. Errors and omissions

PROPOSER and/or the Contractor shall not be allowed to take advantage of any errors in or omissions from in the Request for Proposals. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

10. RFP not contractual

Nothing contained in this Request for Proposals shall create any contractual relationship between the PROPOSER and the City. The City accepts no financial responsibility for costs incurred by any PROPOSER regarding this RFP.

11. Patent fees; patent, copyright, trade secret and trademark fees

Each PROPOSER shall include in the price bid any patent fees, royal¬ties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

12. Taxes

Price bid shall include all federal, state, local and other taxes.

13. Taxpayer protection amendment

Under the provisions of the City of Pasadena Taxpayer Protection Amendment ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract are prohibited from receiving gifts, campaign contributions or employment from Contractor for a specified time. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Contract.

14. PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

Observe attached details regarding Public Contract Code Section 9204. AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works

project. These new requirements contain burdens for both private contractors and public entities and are specifically made applicable to charter cities.

15. Request for Proposal (RFP) quantities:

The quantities contained in the RFP documents are approximate only and are for the sole purpose of comparing proposals. The City may, in accordance with the specifications, request additional services as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of services actually provided as determined by the City and accepted at the unit prices noted in the proposal.

16. CHANGE ORDER MANAGEMENT

CHANGE ORDER MANAGEMENT

Any additional work identified during the course of the project that is deemed necessary, but outside the original Scope of Services, must be recorded as a Change Order and approved by the City Project Manager in writing before work is started.

17. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)

The highest scoring proposer may be required to submit a completed and signed IRS Form W-9. Failure to submit this form may result in the bidder being deemed non-responsive.

Link: https://www.irs.gov/pub/irs-pdf/fw9.pdf

18. Pasadena Business License

The winning vendor may be required to obtain a Pasadena Business License Prior to contract award. Information can be found online here:
https://www.cityofpasadena.net/finance/licenses/business-licenses/#general-information

19. CONFLICT OF INTEREST STATEMENT

The proposing Consultant shall disclose any financial, business or other relationship with the City of Pasadena that may have an impact upon the outcome of the contract or any construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project related to this solicitation.

Proposers must complete and submit the following Form: Conflict of Interest Statement

20. Invoice Submission Portal

Invoice Submission Portal

The invoice submission process is activated when an invoice is submitted through the Vendor Invoice Portal. Invoices submitted are automatically sent to the department being invoiced for review. Once the city department verifies its accuracy, the department will submit the invoice to Accounts Payable for payment processing. One final review and approval by the department who was invoiced is needed in order for a check to be issued. Checks are issued on Tuesday and Thursday.

How to submit invoices to the City of Pasadena?

Create an account: Visit the City's Invoice Submission website: https://invoice.cityofpasadena.net/ and select "Create Account"

Refer to the "Invoice Submission Portal - Vendor User Guide" for detailed instructions.

21. Contract Duration

The initial term of the Contract resulting from this proposal is for five years from the date the City executes the contract. The compensation set forth in the Proposal shall remain valid and in effect during the initial term of the contract. No optional extension periods will be included with this contract.

H. INSURANCE REQUIREMENTS

1. Insurance Requirements (PROFESSIONAL SERVICES)

https://www.cityofpasadena.net/finance/wp-content/uploads/sites/27/Professional-Services.pdf?v=1623280176766

I. PUBLIC CONTRACT CLAIMS PROCEDURE

PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities and are specifically made applicable to charter cities.

For this legislation, a "public works project" is defined as "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind." This definition is not as broad as in the Prevailing Wage Law.

A "claim" is defined as "a separate demand by a contractor sent by registered mail or certified mail with return receipt requested…" and is limited to three types of contract disputes:

1. "A time extension…for relief from damages or penalties for delay assessed by a public entity…."

2. "Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled", and/or

3. "Payment of an amount that is disputed by the public entity."

Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."

For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.

If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute." The public entity must schedule the meet and confer conference within 30 days of the demand.

Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute.

Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation." If mediation fails to resolve the dispute, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).

The full text of this new legislation is set forth below:

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

The Department of Water Resources as to any project under the jurisdiction of that department.

The Department of Transportation as to any project under the jurisdiction of that department.

The Department of Parks and Recreation as to any project under the jurisdiction of that department.

The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

The Military Department as to any project under the jurisdiction of that department.

The Department of General Services as to all other projects.

The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

J. CONTENTS OF PROPOSAL

The response to this RFP must be made according to the requirements set forth in this Article, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposal.

1. Mandatory Contents

- Cover letter
- Table of Contents
- Required Certifications AND Forms (see Attachments)
- Work Plan
- Price Proposal, Fee Table
- Statement of Qualifications and Experience
- Additional Data
- Sample Reports

2. Cover Letter

"Cover Letter" shall be a maximum one-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation or joint venture; and the name, mailing/e-mail addresses, and telephone/fax numbers the contact person who will be authorized to make representations for the organization.

3. Table of Contents

The Table of Contents shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

4. Required Certifications

If your proposal does not include all of the below items, it may be deemed non-responsive.

A. Each PROPOSER must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless PROPOSER has an approved form on file with the City. Form AA-2 is required to be submitted for projects involving labor or services in excess of $25,000. Form AA-3 is Optional. (Copies attached)

B. A completed and signed "Declaration of Non-Collusion." (Copy attached)

C. Evidence of certification by State of California as a small or micro-business, if claiming such preference – https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx

D. Disclosure pursuant to the City of Pasadena Taxpayer Protection Amendment of 2000, Pasadena City Charter, Charter, Article XVII

5. Technical Proposal, and Price Proposal

"TECHNICAL PROPOSAL, AND PRICE PROPOSAL" should demonstrate the PROPOSER'S full understanding of the SCOPE OF WORK and the effort needed to complete the Project on time and within the budget through the submittal of a proposed work plan including project deliverables (identify specifically and thoroughly for each portion of and phase).

The TECHNICAL PROPOSAL shall include a proposed work schedule to indicate duration and completion dates, including the dates of Deliverables/Milestones and estimates of the amount of time to be spent with City Staff during each phase of the project.

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer's lump-sum price for performing all services and work called for in the SCOPE OF WORK. The Proposer's lump-sum price shall include, without limitation:

A. all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);

B. performance of each and every portion of the work

C. all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;

D. all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;

E. all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;

F. payment of all salaries, wages, benefits, and expenses of the Proposer's employees;

G. compensation for all risks, liabilities, and contingencies assigned to the Proposer; and

H. all other costs needed or incurred to complete the Project.

6. Additional Data

"Additional Data" shall include any other data the PROPOSER deems essential to the evaluation of the proposal, i.e., letter of reference, other related projects, etc.

7. PROPOSER'S CHECKLIST

TO THE PROPOSER:

The following list is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render your proposal unacceptable. Please check appropriate items and submit with your proposal.

- PROPOSAL (Signed by Proposer)
- DECLARATION OF NON-COLLUSION (Signed by Proposer)
- VENDOR QUESTIONNAIRE (forms AA1; and AA2 signed by Proposer)
- TAX PAYER PROTECTION AC

Subsequent to the closing of this solicitation, the selected vendor will be required to provide the following documents within 10 calendar days of being notified, otherwise the submitted proposal may be deemed non-responsive.

- REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)
- Pasadena Business License
- ALL INSURANCE REQUIREMENTS

8. ADDITIONAL REQUIREMENT

For RFP/RFQ where the selected vendor/contract will require City Council approval (check with City project manager for clarification), the following requirement applies:

- TAX PAYER PROTECTION ACT – PROPOSER SUBMITS A COPY OF THE COMPLETED TPA FORM TO THE CITY CLERK'S OFFICE

E-MAIL: OfficialRecords-CityClerk@Cityofpasadena.net
FAX: (626) 744-3921

K. CONFLICT OF INTEREST

DISCLOSURE AND CERTIFICATION REGARDING CONFLICT OF INTEREST

The City of Pasadena strives to provide full and open competition that is free of real or perceived unfair competitive advantage or conflict of interest. This document is intended to provide guidance on when a conflict of interest may exist, and how Proposers may propose to mitigate conflicts to contract with the City. In this document, "Proposer" means the person(s) or entity submitting a bid or proposal to any solicitation, any subcontractors, and all related entities including parent companies, subsidiaries, and companies owned, controlled, or owned and controlled by the same or closely related people.

When does a conflict of interest exist?

An organizational conflict of interest occurs when any of the following circumstances arise:

a. Lack of Impartiality or Impaired Objectivity. When the Proposer is unable, or potentially unable, to provide impartial or objective assistance or advice due to other activities, relationships, contracts, or circumstances.

b. Unequal Access to Information. The Proposer has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

c. Biased Ground Rules. During the conduct of an earlier procurement, the Proposer has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Conflicts of interest may exist at an organizational level, and at a personal level. Conflicts of interest may be "actual," meaning they currently exist, or they may be "perceived," meaning a reasonable person with all the material facts believes there appears to be a conflict, whether or not the organizations or individuals involved are in relationships that actually create or experience bias or unfair advantage. Actual, potential, and perceived conflicts of interest are collectively referred to as "conflicts of interest" in this document.

Please note that the information provided serves as a guide only, and a conflict may arise in other situations not described in this document.

For federally funded procurements, please see: 49 C.F.R. 19.43; 2 C.F.R. 200.319(b)(5).

Disclosure of Conflict of Interest

A Proposer shall either: (1) disclose all conflicts of interest and propose a plan to mitigate the conflicts to successfully perform work for the City; or (2) certify that the Proposer is unaware of any facts or circumstances which would give rise to a conflict of interest in performing work under this solicitation. A disclosure will not automatically disqualify the Proposer from being awarded a contract.

Failure to disclose

If, in the City's sole discretion, a conflict is discovered after award or execution of a contract, the City may cancel the contract. In the event the Proposer was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City, in its sole discretion, may terminate the contract for default whether the conflict can be mitigated or not.

Instructions for Preparation of Disclosure and Certification Regarding Conflict of Interest form

The Proposer must determine if a conflict of interest exists. Proposers and their subcontractors or subconsultants must complete and submit a Disclosure and Certification Regarding Conflict of Interest form as part of the bid or proposal (see following page), including forms for all proposed first-tier subcontractors. If the Proposer determines that a conflict of interest exists, it must provide a Mitigation Plan to the City for approval. Proposers may disclose a potential conflict of interest at any time by submitting the Disclosure of Conflict of Interest form to the RFP Administrator named in the solicitation package. The City, in its sole discretion, will make the final determination as to whether a conflict of interest exists and whether the Proposer's Mitigation Plan is sufficient.

Disclosure and Certification Regarding Conflict of Interest

1. Certification. The Proposer hereby acknowledges that it has read the Conflict of Interest Guidelines included in the solicitation and has, to the best of its knowledge and belief:

(Choose One)

____Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Proposer may provide an explanation or any supporting documentation).

OR

____Determined that one or more conflicts of interest exists. (Proposer must provide a Mitigation Plan).

2. Flow-Down. The Proposer must include a signed copy of this certification form for each of its subcontractors and subconsultants with the terms "contract," "Proposer," and "City" modified appropriately to preserve the City's rights. The Proposer must submit all subcontractor/subconsultant forms to the City with its proposal.

3. Continuing Obligations. The Proposer has a continuing obligation to the City to disclose conflicts of interest to the City during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict of Interest Form(s) and any related mitigation plan(s) must be submitted to the RFP Administrator. After the City issues a Notice to Proceed, all documents must be submitted to the Contract Manager.

By signing below, the Proposer certifies that the information contained in this form is accurate to the best of its knowledge, and that the Proposer agrees to comply with the requirements herein. The Proposer has a continuing obligation to the City to disclose conflicts of interest to the City during the solicitation phase or, if awarded a contract, throughout the duration of the contract.

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

Date

L. PLANET BIDS INSTRUCTIONS

Follow these simple steps to submit your proposal electronically:

If you are already registered and need help logging in or retrieving your user information call 818-992-1771 x0.

STEP ONE – Copy the highlighted link into your Internet browser bar to access the **City of Pasadena VENDOR PORTAL** (Planet Bids):

https://www.planetbids.com/portal/portal.cfm?CompanyID=14770

Electronic Submission of Bids

All Bidders are required to submit their bid pricing electronically via the eBid system Bid Schedule tab. The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda. In addition, an electronic copy of the Bid Proposal Package must be uploaded to the eBid system.

Bidders are responsible for submitting and having their bid accepted before the closing time set forth in this solicitation or as changed by addenda. NOTE: Pushing the submit button on the electronic system may not be instantaneous; it may take time for the Bidder's submittal and documents (if applicable) to upload and transmit before the bid is accepted. It is the Bidder's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive in time electronically. The City will have no responsibility for bids that do not arrive in a timely manner, no matter what the reason.

Upon closing of the Bid, Bid Results will be available on the eBid system under the Bid Results tab.

In the case of a discrepancy between the electronic bid schedule (pricing) and any uploaded Bid schedule document or pricing, the electronic bid schedule will be the accepted bid.

Bid Proposal Package shall be ONE (1) PDF file, uploaded to the eBid system. Failure to submit a single PDF file may result in a non-responsive Bid.

Steps to Submit Your Electronic Proposal:

To submit an offer to the City, vendor must complete the following

1. Acknowledge all Addenda
2. Select Place eBid
3. Accept City of Pasadena Terms and Conditions Message
4. Accept PlanetBids Message
5. Complete all tabs within the ebid form. Bidder may save their work and return.
6. Select Submit when offer is complete.
7. Confirm submission to the City
8. Receive confirmation. Bidder will receive an onscreen and email confirmation if successfully submitted. Bidder may return to edit their bid if there is still time.

Note: If an addenda is issued after a bidder has submitted a proposal to the city, bidder must return to take steps below. Failure to do both steps will result in an invalidated offer.

1- Acknowledge the new addenda; and

2- Select Place ebid, return to their offer and select submit again.

M. Vendor Questionnaire (Form AA-1)

Purchasing Division
100 N. Garfield Ave., Room 328
Pasadena, CA 91101
(626) 744-6755

Affidavit of Equal Opportunity Employment & Non-segregation

By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Additionally, no employees, consultants, or board members of your company or your subcontractors are current employees of the City of Pasadena.

Name of Company _____ Telephone _____

Address _____ Fax Number (optional) _____

City _____ State _____ Zip _____

Contact Person _____ E-mail Address _____

DBA (if applicable) _____

Active City of Pasadena Business License Number _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company would provide on this contract:

Required For All Public Works: Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code, you must provide your Registration Number under the Department of Industrial Relations:	

Small and Micro Business Preference Program: If certified by California Department of General Services as a small or micro business, please provide DGS Reference Number: (Visit the Purchasing Division website for additional information)	

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American _____ Asian _____ Armenian _____ Hispanic _____ Native American _____ Disabled _____ Female _____

(626) 744-6757 Fax

N. Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at $25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: _____ Project:_____

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract

Are any current employees or potential new hires Pasadena residents? If so, how many?		

O. Current Permanent Workforce Utilization (Form AA-3)

(OPTIONAL)

Name of Company: _____

Project: _____

Completion of this form is OPTIONAL. Any information supplied by Proposers is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers								
Service Workers								
TOTAL								

P. Non-Collusion Declaration

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH BID/PROPOSAL

The undersigned declares:
I am
_____,

_____
(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)
of_____
(Insert name of Proposer)

The party making the forgoing bid/proposal submitted herewith to the City of Pasadena declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other Proposer or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said Proposer:

a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his or her bid/proposal;

c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/proposal price, or of that of anyone else;

d. Did not, directly or indirectly, submit his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, or to any individual or group of individuals thereof to effectuate a collusive or sham bid, except the City of Pasadena, and has not paid, and will not pay, any person or entity for such purpose or to any person or persons who have a partnership or other financial interest with said Proposer in his or her business.

Any person executing this declaration on behalf of a Proposer 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 Proposer.

I certify under penalty of perjury of the laws of the State of California that the above information is correct.

By: _____ Title: _____

Date: _____

Disclosure Pursuant to the
City of Pasadena Taxpayer Protection Amendment
Pasadena City Charter, Article XVII

Contractor/Organization hereby discloses its trustees, directors, partners, officers, and those with more than 10% equity, participation, or revenue interest in Contractor/Organization, as follows:

(If printing, please print legibly. Use additional sheets as necessary.)

1. Contractor/Organization Name:

2. Type of Entity:
□ non-government □ nonprofit 501(c)(3), (4), or (6)

3. Name(s) of trustees, directors, partners, officers of Contractor/Organization:

4. Names of those with more than 10% equity, participation or revenue interest in Contractor/Organization:

Prepared by: _____

Title: _____

Phone: _____

Date: _____

SERVICES CONTRACT NO. 32370

THIS CONTRACT is made between the CITY OF PASADENA ("City"), a municipal corporation, and WITTMAN ENTERPRISES, LLC, a limited liability corporation with headquarters at 11093 Sun Center Drive, Rancho Cordova, CA 95670 ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR.

1.1 City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on August 8, 2022, as provided in Exhibit "A" hereto (see Scope of Services below).

1.2 The term of this Contract shall be five (5) years from September 1, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all services necessary to complete the services set forth in the Request for Proposals dated May 11, 2022 (Exhibit "A"), Contractor's Response to the City's RFP ("Proposal") dated June 2, 2022 (Exhibit "B"), and Cost Proposal dated July 27, 2022 (Exhibit "C"), all of which are attached to and incorporated into this Contract by reference.

2.2 All services shall be performed to the satisfaction of City.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

3.4 PASADENA LIVING WAGE. Contractor shall also not knowingly pay less than the Living Wage as that term is defined in the Pasadena Living Wage

Ordinance, Pasadena Municipal Code, Chapter 4.11. If there is a difference between the State minimum wage rates and the Pasadena Living Wage, the Contractor and his subcontractors shall pay not less than the higher wage rate.

4.0 TIME OF PERFORMANCE.

4.1 Contractor shall commence its services on September 1, 2022 and shall complete the services on August 31, 2027.

4.2 The time for performing the services may only be extended in writing by City, and only upon a showing of good cause, in the City's sole discretion.

5.0 COMPENSATION AND FEES.

5.1 For satisfactory and timely performance of the services provided for hereunder, the City will pay Contractor an amount not to exceed 3.75 percent of net collections for emergency medical services (EMS), billing, and collection services. Services will include a membership program processing and implementation fee upon implementation of $13.50 for each application and annual renewal received. The fee will transition to 15 percent of net collections once the annual membership program fee reaches $90.00 due to CPI adjustments. Services will be provided in accordance with the payment schedule set forth in Exhibit "C", attached and incorporated herein by reference. See attachment for additional language.

5.1.1 For purposes of this section, "net collections" shall mean the grand total, gross amount of all payments actually collected by Contractor for Contractor-billed paramedic services which are deposited to the City of Pasadena bank account, adjusted by:

(1) First, subtracting the following amounts: (a) payments on account turned back to the City of Pasadena for collections even after collection-related contact by Contractor; (b) refunds or credits for overpayments; (c) erroneous payments; (d) duplicate payments; (e) chargebacks; and (f) bad checks; and

(2) Second, adding the following amount: collections paid directly to the City of Pasadena prior to the account being turned back to the City of Pasadena for collections efforts.

5.2 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

6.0 PAYMENT.

6.1 Payment shall be made in accordance with the schedule provided in the Cost Proposal attached hereto as Exhibit "C" and incorporated herein by reference.

6.2 Each such invoice shall state the basis for the amount invoiced, including the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.5 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

7.1 There is no change order authority provided in this Contract.

8.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an

agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer tapes, computer drives, disks, compact discs, tapes, digital files, printouts, studies, memoranda, computation sheets and other documents (whether on paper or stored in any electronic/digital form) prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services

furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness.

9.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including without limitation the Pasadena Living Wage Ordinance.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any

oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.10 TIME OF ESSENCE. Time is strictly of the essence with respect to provisions under this Contract and each and every covenant, term and provision hereof.

9.11 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under $25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be

entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

9.13 INDEMNITY.

9.13.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. any activity on or use of City's premises or facilities or any performance under this Contract;

B. any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract; or

C. any billing disputes arising out of the sole actions of Contractor, its employees, representatives, subcontractors, or agents, including, but not limited to additional fees charged and/or payment responsibility.

9.13.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

9.14 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to

itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE.

9.15.1 Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth in Exhibit "D". The policies shall state that they afford primary coverage.

9.15.2 Prior to commencement of performance, Contractor shall furnish City with the required proof of coverage for each policy, in accordance with Exhibit "D".

9.15.3 Failure to maintain insurance as required at all times shall constitute a material breach of the Contract. City, at its sole option, may terminate this Contract at any time and obtain damages from Contractor resulting from said breach. Alternatively, City may, but has no obligation to, purchase coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by City for such insurance.

9.16 NOTICES. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City:

Matthew E. Hawkesworth, Director of Finance
Finance Department
CITY OF PASADENA
100 North Garfield Avenue, Rm. S348
Pasadena, CA 91101

If to the Contractor:

Corinne Wittman-Wong, Chief Executive Officer
WITTMAN ENTERPRISES, LLC
11093 Sun Center Drive
Rancho Cordova, CA 95670

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the

address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION WITHOUT CAUSE (For Convenience). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.18 TERMINATION FOR CAUSE (Default). In the event either party materially defaults on its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of the termination as set forth in the notice, which date shall be no sooner than ten (10) days after the date of notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination and except for reimbursement of (1) any payments made by the City for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.19 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION. Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sections 15) or under the Cartwright Act Chapter 2 (Commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor agrees to comply with Chapter 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code Section 12900 et seq.) and to this end:

10.1.1 Contractor certifies and represents that, during the performance of this Contract, the Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, gender identity. Contractor further certifies that it will not maintain any segregated facilities.

10.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity.

10.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity.

10.1.4 If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

10.1.5 Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Contract and which are performed within the City.

10.1.6 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

10.1.7 The Contractor shall include the provisions set forth in paragraphs numbered 10.1.1 through 10.1.6 of subsection 10.1 of this Contract, inclusive, in each of its subcontracts.

10.2 PASADENA BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Pasadena business license which may be required by the Pasadena Municipal Code.

10.3 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least 3 years after termination of the Contract.

The Contractor shall maintain all such records in the City of Pasadena. If not, the Contractor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

10.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

11.0 TAXPAYER PROTECTION AMENDMENT. Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article

XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract/transaction are prohibited from receiving specified gifts, campaign contributions or employment from Contractor/Organization for a specified time. As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/ Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract/transaction.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

10/11/2022

CITY OF PASADENA

By: Nicholas Rodriquez (Oct 11, 2022 11:06 PDT)

Miguel Márquez
City Manager

ATTEST:

Mark Jomsky (Oct 11, 2022 13:28 PDT)

Mark Jomsky, CMC
City Clerk

DATED:

10/11/2022

WITTMAN ENTERPRISES, LLC

By: Corinne Wittman-Wong (Sep 6, 2022 10:17 PDT)

Corinne Wittman-Wong
Chief Executive Officer

APPROVED AS TO FORM:

Javan Rad (Oct 5, 2022 17:54 PDT)

Javan N. Rad
Chief Assistant City Attorney

REVIEWED:

Erika Estrada Alvarez
Purchasing Administrator

JNR/gc
Rev. 9/1/2022
#S56V5G1S0D3YQNv1

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of August 1, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and WITTMAN ENTERPRISES, LLC, a California limited liability company ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide ambulance billing services, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

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

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City

Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City will pay Contractor in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated herein (the "Fee Schedule").

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on July 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior

written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

(a) Be adjudged bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(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 Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor 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.

Contractor 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 Contractor 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 Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

If Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained

by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Contractor shall make available the professional services of Judy Vang, Client Liasion, 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 CONTRACTOR:	IF TO CITY:
Wittman Enterprises, LLC	City of West Covina
11093 Sun Center Drive	1444 West Garvey Ave. South
Rancho Cordova, CA 95670	West Covina, CA 91790
Tel: (916) 669-4608	Tel: (626) 939-8824
Email: cwittmanwong@webillems.com	Email: mbrowne@westcovina.org
Attn: Corinne Wittman-Wong	Attn: Mike Browne

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

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

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

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel agreed upon by City and Contractor, indemnify, and hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of or in connection with Contractor's, or Contractor's employees', agents', or subcontractors' performance of this Agreement. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement shall be and remain the sole property of City. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

6.16. Prohibited Employment. Contractor 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 Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. 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 Contractors for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONTRACTOR

_____ Date: _____
Corinne Wittman-Wong
Chief Executive Officer

ATTEST:

_____
Lisa Sherrick, CMC
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

I. Private Billing

Wittman Enterprises, LLC ("Wittman") to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 X 11 billings and will be placed in envelopes, sealed and mailed postage prepaid. Initial invoicing occurs within three (3) days of receipt of transport tickets. Toll-Free number provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this call, Wittman will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

1.	Invoice	Immediately
2.	Statement	30 days
3.	Past Due	20 days
4.	Final Demand	10 days

II. Medicare, Medi-Cal, Medi-Medi

Wittman will prepare all invoices and electronically convey to Medicare and Medi-Cal fiscal intermediaries.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

III. Workers' Compensation and Private Insurance

Wittman will bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation, billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow-up necessary to secure insurance payments will be performed by Wittman.

IV. Delinquent Claim Handling

Patients with claims aging over 45 days will be contacted by telephone for payment arrangements. Telephone follow-up will continue until payment in full is received or account is dismissed by the City to any outside collection agency. Wittman will utilize installment billing as allowed by the City in cases of financial hardship.

V. Receipts Processing

Wittman will receive direct payment, posting and depositing cash receipts within one (1) day of receipt. Bank deposit receipt will be faxed or emailed to the City. Wittman shall have no access to the proceeds of the receipts. All funds are under the exclusive control of the City of West Covina.

VI. Reports

Monthly, Wittman will perform accurate month-end close procedures that will result in the following

reports:

Monthly Ticket Survey
Monthly Sales Journal
Monthly Cash Receipts Journal
Monthly Receivables Aging
Management A/R Analysis
Statistical Reports customized to City's needs

VII. Provider Responsibilities

- Submit necessary transport information, including pay source information and patient condition, to Wittman for billing purposes.
- Forward to Wittman all necessary information relating to patient transports services, payments and patient eligibility.
- Notify Wittman of any accounts that require special attention.
- Obtain signature of patient or guardian.
- Provide patient's Social Security Number

VIII. Source Documents

Wittman will retain all source documents including attachments for six (6) years. When agreement is terminated, all source documents are returned to City at the City's expense.

IX. ePCR

Wittman will provide Electronic Patient Care Report services with the Digital EMS system. On behalf of City, Wittman will purchase the Electronic Patient Care Program from Digital EMS annually for the term of the agreement.

X. Customer Survey

Wittman will provide a Customer Satisfaction Survey Program.

XI. Ambulance Subscription Program

Wittman will provide Ambulance Subscription Program Management services. The scope of work for said services is as follows:

1. Wittman shall provide an online web portal that will accept new applications and renewals. The web portal should accept online payment via credit card.

2. Wittman shall provide a toll-free number to answer questions about the program. Wittman will accept new applications and renewals along with payment via credit card. Wittman will provide the mailing address for checks.

3. Wittman shall provide a mailing address when payments (new registrations and renewals) will be accepted and processed by Wittman.

4. Wittman shall process credit cards using City's gateway network and merchant number. Wittman shall deposit checks into City's bank account.

5. Wittman shall mail renewal forms to existing members and cover the cost of postage

and processing.

6. Wittman shall provide access to an online portal to provide monthly reporting.

EXHIBIT B

FEE SCHEDULE

I. Fees

A. Percentage of Net Collections	3.75% of net collected revenue
B. Monthly Reports	Included

Net collections are the dollars eligible for collection after adjusting for Medicare and Medi-Cal write downs. “Collected Revenue” is the net dollars collected minus any refunds or payor adjustments. Billing services are offered for a percentage of collected revenue as agreed upon by the two parties as indicated above.

II. Fees for ePCR Service

On behalf of City, Wittman will purchase the Electronic Patient Care Reporting (ePCR) program from Digital EMS annually for the term of the agreement for the sum invoiced by Digital EMS, currently at the rate of $4.25 plus $.10 for faxing. Digital EMS estimates the number of uploads each year. Should the number of incident uploads be less than the estimated number, Wittman will obtain a refund of the unused incident uploads from Digital EMS and tender the same to City. Wittman will pass through pre-paid Digital EMS ePCR costs to the City for payment as part of regular monthly invoices.

III. Fees for Customer Survey

City will pay one dollar and twenty-five cents ($1.25) per survey prepared by Wittman under the Customer Satisfaction Survey Program.

IV. Fees for Ambulance Subscription Program Services

Wittman will be compensated for the Ambulance Subscription Program Management services as follows: $13.50 per enrollment.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN FIRE RECOVERY USA AND THE CITY OF WEST COVINA FOR INSPECTION AND PERMIT BILLING SERVICES**

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to execute a Professional Services Agreement with Fire Recovery USA, LLC for inspection and permit billing services for a five-year term, in such final form as approved by the City Attorney.

BACKGROUND:

Pursuant to California Health & Safety Code Section 13145 and 13146, the Fire Department conducts annual state-mandated inspections of state-regulated buildings and structures, such as daycare facilities, schools, institutional facilities, multifamily residential dwellings, and high-rise buildings.

Also, in accordance with the California Fire Code sections 105.1.1 through 105.7.18, the Fire Department conducts annual operational inspections that allow the applicant to conduct an operation or a business for which a permit is required. The fees for these inspections are set forth in the City's Master Fee Schedule.

DISCUSSION:

Fire Recovery USA provides third-party billing services for Fire Department inspections and other Fire Department services. The Fire Department spends a significant amount of time billing for and receiving payment for state-mandated fire inspections and annual operational inspections. It is more efficient and cost-effective to have a third party bill for these fire inspections. By using a third-party billing service for these administrative responsibilities, fire inspectors can focus their efforts on conducting inspections to ensure compliance with the Fire Code.

Fire Recovery USA is the nation's largest cost-recovery company created to serve fire departments across the U.S. Since 2006, they have provided cost recovery services to departments in 33 states and are the leading provider of incident cost recovery in the nation. Their proprietary system and software allows Fire Recovery USA to efficiently and effortlessly bill for fire inspections in accordance with the City's Master Fee Schedule. Because of efficiencies delivered by their software and support services, Fire Recovery USA offers cost recovery that is extremely efficient and cost-effective.

Section 2-335(7) of Division 2 of Article VII of the West Covina Municipal Code provides an exemption

from competitive bidding requirements for purchases made using another governmental or public agency's contract or substantially the same terms, provided: (a) the other agency used a solicitation method substantially similar to the method required by the City; and (b) the Purchasing Officer determines the City will realize overall value by utilizing the other agency's contract or contract terms compared to the City performing its own procurement. The Purchasing Division has verified that the City of San BuenaVentura's RFP (Attachment No. 1) meets the City of West Covina's bidding requirements as outlined in the City's Municipal Code and has confirmed that City will realize a greater overall value in cost savings and efficiency by using substantially the same terms as the City of San BuenaVentura's agreement with Fire Recovery USA (Attachment No. 3).

Fire Recovery USA will process, invoice, and collect the inspection billing revenue on behalf of the City. Fire Recovery USA charges the City $18.50 per paid collection. It collects its fees from the amounts collected on behalf of the City prior to issuing such amounts to the City. Because Fire Recovery USA is conducting cost-recovery services for the City and deducting its fees directly from the amounts collected on behalf of the City, there is no maximum compensation amount specified in the agreement. However, staff estimate that Fire Recovery USA's compensation will not exceed $30,000 annually.

LEGAL REVIEW:

The City Attorney's Office has reviewed the draft agreement and approved it as to form and will review and approve the final form of the agreement prior to execution.

OPTIONS:

The City Council has the following options:

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

Prepared by: Mike Browne, Acting Fire Chief
Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

For each inspection conducted for state-mandated properties (ex. daycare facility commercial/residential, convalescent hospital, medical facility, hospitals, high-rise buildings, hotels/motels/apartments, schools, public/private) and operational annual inspections (ex. aerosol products, battery system, combustible fiber storage handling, combustible material storage, etc.), Fire Recovery will charge a $18.50 fee per each paid inspection. Each time Fire Recovery generates an invoice, the $18.50 fee is applied. If Fire Recovery is unable to collect on an invoice, the $18.50 fee does not apply, and the City will not need to reimburse Fire Recovery.

Fiscal Year	Revenue to City
Fiscal Year 2019-2020	$148,116
Fiscal Year 2020-2021	$158,515
Fiscal Year 2021-2022	$140,591
Fiscal Year 2022-2023	$169,434
Fiscal Year 2023-2024	$146,584

Fire inspectors work hard to obtain accurate responsible party information when the inspection is conducted so that the billing process will be simplified for Fire Recovery. When Fire Recovery has an outstanding non-paid bill in excess of 90 days, they will ask the City to recover the inspection fee using the City's collection agency. If successful, the City would pay Fire Recovery the $18.50 fee.

Attachments

Attachment No. 1-RFP No. 20 Fire department 3rd Party Inspection Billing

Attachment No. 2-Total Proposal - Ventura

Attachment No. 3 - Agreement between Ventura and Fire Recovery USA

Attachment No. 4 - Ventura - First Amendment

Attachment No. 5 - Professional Services Agreement

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



CITY OF VENTURA

FIRE DEPARTMENT 3RD PARTY INSPECTION BILLING
REQUEST FOR PROPOSALS
PROPOSAL NO. P-130000622
March 1, 2021

The City of Ventura invites your proposal for **Fire Department Inspection Billing Services,** per the attached Instructions/General Background, Scope of Work, Proposal Submittals, Proposal Format, Evaluation Factors, Evaluation Criteria, Award of Contract, General Provisions for Standard Form Contracts, and Attachment "A" - Standard Form General Services Agreement.

All questions shall be submitted via email to Jennifer Yates, Purchasing Supervisor, at jyates@cityofventura.ca.gov, no later than Wednesday, March 10, 2021, at 2:00 PM.

Closing Time and Date

Your proposal and six (6) identical copies and a digital copy must be submitted in a sealed envelope marked "RFP No P-130000622." prior to:

Wednesday, March 31, 2021, at 4:00pm

Until further notice Purchasing and Contracts will only accept electronic bid submittals. Please follow the instructions on how to utilize the Form Center to submit your bids/proposals.

1. Go to https://www.cityofventura.ca.gov/FormCenter/Purchasing-13/Bid-Opportunity-93
2. Enter all the fields listed. "Bid Number" is the only ***required*** field, but we are asking bidders to fill in all the fields.
3. Select "Browse…". to upload your bid/proposal. ***NOTE: Each File size cannot exceed 20 MB.***
4. Check "Receive an email copy of this form" and enter your email address
5. Select Submit
6. For additional information, please contact Jennifer Yates at (805) 658-4710.

Proposals received after the scheduled submittal deadline will be returned unopened.

Proposals will not be opened publicly, and the City will endeavor to keep such confidential until an award of contract.

Any communication with City staff, except for the Purchasing and Contracts Division, regarding this RFP, is prohibited. Disregard of this provision shall the result in rejection of the proposal.

Copies of the bid package and subsequent addenda may be obtained at www.cityofventura.ca.gov/bids

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1. RFP Overview

1.1. Background

City of Ventura Description

The City of Ventura (City), incorporated in 1866 as the City of San Buenaventura, has a population of 109,000 and employs approximately 660 full-time employees and up to 450 temporary employees. Located in the State of California thirty (30) miles south of Santa Barbara, and sixty (60) miles northwest of Los Angeles, Ventura is a coastal community known for its historic downtown, harbor, pier, golf courses, beaches, parks, and passion for art and culture. The City operates under its own charter with the Council-Manager form of government. Ventura is a full-service city providing police and fire services, parks and recreation, public works, and community development in addition to water treatment and distribution, stormwater processing, and wastewater management.

City of Ventura Fire Department

The Ventura City Fire Department maintains a highly trained and skilled workforce in many disciplines due to the unpredictable nature of emergencies. Our Firefighters provide exemplary service out of six fire stations located strategically across the City. The Fire Suppression/Operations Division provides daily staffing of 22 Firefighters to protect the city, with one Battalion Chief overseeing the on-duty crews as well as a three-man 40-hour roving engine. In 2018, Ventura City Fire responded to over 16,000 calls for service.

The Fire Prevention Division is responsible for developing and implementing programs and policies that prevent or reduce the magnitude of emergency occurrences such as loss of property and life, personal injury, or environmental damage. In addition, this division reviews permits and oversees the proper installation of fire sprinkler, fire alarm, and fire suppression systems. Fire inspectors conduct inspections to ensure that current codes and standards are followed. Hazardous Materials Specialists provide inspections for regulatory programs involving storage tanks and dangerous materials.

A program administered by the Fire Prevention Division is the state mandated annual inspection program which involves performing annual inspections of over 2,600 buildings including public and private schools, apartments, hotels/motels, condominiums, other R1 or R2 occupancies and Jails. Additionally, the Fire Prevention Division performs fire clearance, operational permit inspections, approximately 6,500 annual Fire Hazard Reduction Inspections, and other fire/life inspections of occupancies and parcels. In addition, the FPD also performs complaint inspections for complaints related to fire/life safety hazards at properties while another division within the City, Code Enforcement (which is part of the Community Development Department), performs nuisance and other non-life safety related complaint inspections.

1.2. Statement of Purpose and Objectives

The primary objective of this request for proposal is to seek a vendor to provide a range of billing for fire inspections and other fire prevention services as per the City adopted fee schedule for five years (beginning May 2021) with the option to extend services on a year-to-year basis after May 2026. The fee schedule is adopted by the City Council annually for fee increases and every two years for more substantial fee schedule changes. The revenues from these services will be utilized for the Fire Department to appropriately staff the Fire Prevention Division to perform the required inspections.

The Ventura Fire Department currently utilizes the Digital Health Department (DHD, a Tyler product) to document performance of inspections from the field on a tablet. Billing for inspections would be based on the City approved fee schedule and data from the DHD inspection program (from a billing export report provided to the vendor by the City on a recurring basis) on recent inspections performed.

The vendor must indicate what information is needed from the City (i.e., billing contacts, billing amount, etc.) in order to administer billing for the above programs. Additionally, the vendor must identify the cost to bill which will be added onto the customer's invoice; consideration should be given to the invoice amount. A 7% Technology fee will also be added to each invoice as per the City's adopted fee schedule.

Vendor billing and collections for services rendered on behalf of the Fire Department and City must be handled efficiently and effectively by an organization with experience providing similar services. We are looking for specified criteria in addition to an organization that will be responsive to staff needs. We are also seeking an organization that will be attentive to customer needs and inquiries through a friendly and helpful customer service-oriented staff. The Fire Department billing for Hazardous Materials inspections as participating agency (PA) in the California Environmental Reporting Agency (CUPA) Program is currently performed by the County CUPA and new construction fire protection system plan check, and inspections are billed by the City; services for billing types do not need to be included in the vendors proposal.

Thus, the City of Ventura and the Ventura Fire Department (Herein referred to as the CITY) is accepting proposals that meet the terms, conditions, guidelines, and special requirements listed in this request for proposals.

1.3. Basic Information Requested

To be considered to begin an association with the City of Ventura, please include all applicable scope of services offered as well as the following:

A. **Billing Procedure** – Utilization of billing contacts, updating billing contacts, creating and mailing/emailing invoices, invoice and payment tracking, late notice reminders/tracking/billing, account reconciliation, payment processing, City access to

billing software program for checking payment status, internal workings.

B. **Cashing Procedure** – Payment processing fee, internal schedule of procurement and deposit or mailing of check for revenues collected (on behalf of the City) to City Finance Department.
C. **Customer Service** – As a professional representative of the Ventura Fire Department and City, specify how the vendor will address answering questions from customers on billing (process, the reason for billing, etc.), retrieving phone calls, accessibility, designated email address, online payment and other payment options for customers, response time to customer inquiries/messages, etc. Vendors should consider that the City is seeking a vendor to provide the full scope of billing service from start to finish to reduce the workload on Fire Department and City staff (which is not staffed sufficiently to perform billing services without a 3rd party vendor performing the billing, accounts receivable, collections, answering customer questions on billing contacts used/amounts/fire services provided, and complaints before escalating to Fire or City staff) to administer a billing program.
D. **Reporting:** Recurring reporting to the City on amounts billed and collected (cost recovery percentages) based on billing types.
E. **Billing Structure**: Consider and specify billing costs for specific types of billing. For instance, vendor should specify whether billing amounts are graduated (based on invoice amount or inspection type such as a parcel inspection vs. an occupancy inspection). **Note:** The City may pursue billing for additional services in the future (as approved with fee schedule changes) such as for short duration inspections (i.e., a fifteen-minute inspection billable at an hourly rate) and the cost for invoicing for those inspections vs. longer duration inspections should be considered and specified.
F. Cost recovery methodology and track record on cost recovery percentages
G. **Information and City involvement** for vendor to provide the above services.
H. Billing Implementation Process and proposed timeline

1.4. RFP Schedule of Events

Request for Proposal Issued	March 1, 2021
Deadline for Submitting Questions	March 10, 2021, by 2:00 PM
Proposal Submission Deadline	March 31, 2021
Interviews/Selection of selected firm	Completed by April 30, 2021
Planned Award of Contract	May 2021

1.5. Term of Agreement

The term of this Agreement shall be May 2021, or the date both parties execute this Agreement (the “Effective Date”) and ending June 30, 2024.

Option to Extend for Good Performance: The City, with the consent of the Contractor, shall have the option for two (2) consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement. Any price increases or decreases shall be negotiated at the time of contract extension.

2. Content Requirements and Information

2.1. Responsibilities of Vendor

Provide adequate staffing that has a high enough level of expertise to implement a billing program meeting the needs of the City and City customers.

Consultant technician(s) is expected to provide their own transportation between City sites during their support activities.

Identify level of information and resources to collect from City departments. Identify level of City staff time across all development services’ departments needed to participate in project scope of work.

2.2. Basic Qualifications of Vendor

The qualified firms shall have extensive experience performing the billing services required for agencies of similar size and range of services as the City of Ventura.

The qualified firms must be properly licensed, staffed, equipped, and financed to perform the work relevant to a project of this nature.

The qualified firms shall have proven methodologies for implementation of billing programs in coordination with agencies and shall provide a project manager to lead the vendors efforts in implementing the required billing services.

2.3. Vendor’s Employee Conduct

Vendor will agree to remove any employee whose conduct is improper, inappropriate, or offensive as determined by the City. A removed employee is not to work on City premises or services for

the City without the written consent of the City. The Vendor will remove any employee from working in, or delivering to, City facilities that are convicted of a felony during his/her employment.

2.4. Staffing

The City may, at its sole discretion, relinquish the services of any and all of the Vendor's staff without further obligation to the Vendor. In the event that the City relinquishes the services of one or more staff of the Vendor, the City may elect but shall not be obligated to accept alternate personnel from the Vendor to fulfill outstanding requirements. The vendor shall have the right to withdraw the services of individual Vendor staff upon 14 days written notice to the City.

3. Proposal Submission Requirements

3.1. General Instructions

Proposals should provide a straightforward, concise description of the vendor's qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and any specific data/staff time needed from City departments to implement the specified services. Glossy sales and marketing brochures are not necessary or desired. Proposals should be organized, consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP.

3.1.1 Examination of the Content of the RFP: By submitting a proposal, the Vendor represents that it has thoroughly examined and become familiar with the contents of the RFP and that it can perform quality work to achieve the City objectives. The submission of a *signed* proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.

i. Sample Agreement: A Sample General Services Agreement is attached (**Attachment "A"**) for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement.

ii. Exceptions: If the Vendor suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Vendor will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the City.

3.2. Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

Section 1.0 – RFP Cover Page: Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation. This section of the proposal must include the following company information:

1. Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e., Corporation, LLC, etc.).
2. Identify if the vendor is a subsidiary of a larger company. If so, whom?
3. Provide the proposal contact name, address, phone number, and email address.
4. Identify the location of company headquarters and office which will support the service.
5. Identify any pending litigation against the vendor.
6. Identify if the vendor has filed any bankruptcy or insolvency processing in the last 10 years.
7. Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, an explanation providing relevant details).

Section 2.0 – Vendor Response to RFP: Answers should be complete and in the order presented. The proposal should be as short as possible and do not include generic marketing materials.

Section 3.0 – Optional Appendices or Exhibits: Vendors may include sample reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the Vendor. Do not include generic marketing materials.

Section 4.0 – Company Background

This section should identify the following:

1. A description of the vendor's background, nature of business and organizational history.
2. A statement of how long the vendor has been providing support as required by this RFP.

The Company Background section should not exceed three (3) pages.

Section 5.0 – Company Qualifications

In this section of the proposal, identify company and staff qualifications and experience providing the requested services.

More specifically, this section should identify the following:

1. Describe your experience in government/municipal billing

2. Identify your existing client base including the number of clients you provided the services being proposed here.

The Company Qualifications section should not exceed three (3) pages.

Section 6.0 - References

Provide at least three references. For each reference, provide a technical and functional contact. To the extent possible, the City prefers references from local government agencies with full City services like the City of Ventura.

For each reference, vendor should provide the following information:

1. Entity name
2. Customer technical and functional contact information (name, title, phone, and email)
3. Scope of work performed identifying the services provided

Section 7.0 - Pricing

The City is seeking a clear and comprehensive understanding of all costs associated to provide the requested services.

4. Proposal Evaluation

Evaluation:

- Firm/Consultant Qualifications, services offered to satisfy RFP criteria, Experience, and Resources: experience, qualifications, and resources of the Proposer as reflected in the nature of its organization, its past experience, and its reputation.

- Completeness of Proposal: compliance with Proposal submittal requirements, including overall quality, clarity and concise presentation.

- References: quality of service, communications, and professionalism.

- Reasonableness of Cost.

Evaluation Criteria and Award of Contract

Proposals submitted will be subject to the City's selection procedures for consultants. Accordingly, the final selection will be based upon overall capability to perform services, and not exclusively upon cost of services.

All proposals received by the submittal deadline will be evaluated in two phases by an evaluation team, based on the selection criteria described herein, and its associated point value.

The City of Ventura reserves the right to reject any or all proposals, in part or in their entirety. In addition, the City will award any resulting contract in a manner consistent with the City Purchasing and Contracts ordinance.

A selection panel will evaluate proposals that satisfactorily meet the evaluation criteria. These proposals will be evaluated in the following areas:

Scoring Component		**% of Score**
1.	Qualifications, services offered to satisfy RFP criteria, experience, resources, including expertise, competence, and availability of consultant	50%
2.	Completeness of Proposal	10%
3.	References	20%
4.	Reasonableness of Cost	20%
Total Possible Score		100%

5. CITY OF SAN BUENAVENTURA - GENERAL PROVISIONS FOR STANDARD FORM CONTRACTS

Please Read Carefully
These provisions are part of your Bid/Proposal/Quotation and any resultant Agreement

Definitions:

A. "Bidder' is any individual, partnership, or corporation that submits a bid, proposal, or quotation.

B. "Bid," "Proposal," or "Quotation" shall hereafter be referred to as "Bid."

C. "Assistant Finance Director" shall mean the Assistant Finance Director or designee.

The Bidder agrees that:

A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done;

B. Bidder understands the meaning, intent, and requirements of the items to be furnished or work to be done; and

C. Bidder will enter into a written contract and furnish the item(s) or complete the work required in the time specified, in strict conformity with the specifications of the City of San Buenaventura ("City") for the prices quoted.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written in with ink adjacent to the error. The person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to show the total price for each item bid. Any difference between the unit price extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security: NOT REQUIRED

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City, or a bid bond. If the bid security is a bond, it shall be executed by an insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the Bidder and enclosed with the bid in the sealed bid envelope.

3. Faithful Performance Bond: NOT REQUIRED

If required, the Bidder will furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

4. Items Offered:
If the item offered has a trade name, brand, and/or catalog number, such shall be stated in the bid. If the Bidder proposes to furnish an item of a manufacturer or bidder other than that mentioned on the face hereof, Bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal."

5. Brand Names:
Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the Bidder. They are guidelines to minimum qualifications. The Bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications, or where submitted literature does not fully support the meaning of the specifications, must be clearly cited in writing by the Bidder.

An equivalent ("or equal") may be offered by the Bidder, subject to evaluation and acceptance by the City. It is the Bidder's responsibility to provide, at Bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the right to reject a substituted component that will not meet or exceed City specifications.

6. Samples:
Samples may be required for bid evaluation and testing purposes. Bidders agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

7. Verification of Quotations:
Prices must be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

8. Firm Prices:
Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City shall receive the benefit of such decline.

9. Alternative Bids:
To be responsive, Bidder must submit a bid that meets all specific bid requirements. Once Bidder has proposed a product which is responsive to the specification, Bidder may include with the bid any additional bids or alternative products that Bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

10. Confidential Information:
Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by law. Otherwise, the information shall be considered a public record. Information or data submitted with a bid will not be returned.

11. Quality:
Unless otherwise required in the specifications, Bidder shall assume that all goods furnished shall be new and unused.

12. Tropical Hardwoods:
Bidder shall not provide any tropical hardwood items to the City.

13. Modification or Withdrawal of Bids:
Bids may be modified or withdrawn by written notice sent by regular U.S. mail or email and received by the Purchasing and Contracts Section of the City's Finance & Technology Department prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

14. Late Bids:
Bids received after the exact time and date specified for receipt will not be considered.

15. Mistake in Bid:
(a) If the Bidder discovers a mistake in the bid prior to the hour and date specified for receipt of bid, Bidder may correct the mistake by modifying or withdrawing the bid in accordance with Section 13 above.

(b) If prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in the bid of a serious and significant nature which is unfavorable to Bidder, Bidder may request consideration be given to modify the bid if it remains the lowest, responsive, and responsible bid. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Assistant Finance Director is final with regard to acceptance or rejection of requests for correction of bids.

16. Signature:
All bids shall be signed, and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee, or agent, and indicate his or her title.

17. Litigation Warranty:
The Bidder warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or performance relative to the same or similar material or service to be supplied pursuant to this bid. Bidder further warrants that no judgments or awards have been made against Bidder on this basis. Disclosure to the City in the bid of pending litigation, arbitration, judgment, or award involving the same or similar material or service as to be supplied herein may disqualify the Bidder. The City reserves the right to consider the facts surrounding such disclosure and, in the event the bid is awarded to Bidder, to require Bidder to furnish the City with a surety bond pursuant to Section 2, above.

18. Royalties, Licenses and Patents:
Unless otherwise specified, the Bidder shall pay all royalties, license fees, and patent fees. The Bidder warrants that the materials to be supplied do not infringe any patent, trademark, or copyright, and further agrees to defend any and all suits, actions, and claims for infringement that are brought against the City, and to defend, indemnify, and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Bidder, or those furnishing materials to Bidder to meet the bid specifications.

19. Performance Standards:
Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

20. Warranties:
(a) All material, labor, or equipment provided under the contract shall be warranted by Bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by Bidder on the bid as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods or equipment provided by Bidder under this bid, regardless of whether Bidder is an agent, broker, fabricator, or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines.

21. Addenda:
Before submitting a bid, each bidder shall ascertain whether any addenda have been issued. Failure to cover in this bid any such addenda issued may render the bid non-responsive and result in its rejection.

22. Taxes:
The City is exempt from Federal Excise Tax. The City is liable for State, City, and County Sales Taxes.

23. Living Wage Requirements:
Bidder understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), Bidder will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services required pursuant to the solicitation.

Moreover, Bidder will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out of the performance of the services required to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing such services.

24. Prevailing Wage Requirements:
Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to projects for alteration, demolition, repair, or maintenance work over $15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.
For information, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

Use of Prevailing Wages vs. Living Wages: In the event that there is a difference between the amount of wages to be paid under the City's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

25. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with Bidder. The Bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the Bidder is to report it immediately to the Assistant Finance Director. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and Bidder may be subject to damages and/or debarment or suspension.

26. Gratuities:

The City may rescind the right of the Bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

27. Insurance: REQUIRED

Prior to commencement of the services required by this bid, the Bidder shall procure and maintain in full force and effect all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

28. Indemnification:

As a separate and independent covenant from BIDDER's obligations under Section 27 hereof, BIDDER shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to BIDDER's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, BIDDER shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

BIDDER also understands and agrees that it is being employed to perform the services provided for by this Agreement because of BIDDER's professed expertise and experience in performing such services. In addition, BIDDER understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by BIDDER pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, BIDDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by BIDDER pursuant to this Agreement.

The BIDDER's obligations under this Section of the Agreement shall survive the termination of the agreement.

29. Award of Contract:

(a) Bids will be analyzed, and award will be made to the lowest, responsive, and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City.

(b) The City reserves the right to reject any item or items.

(c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require unless the bidder clearly specifies otherwise in his bid.

Upon acceptance by the City, the solicitation, bid, price quotation, and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions.

30. Request for Proposal (RFP) Submittals:

The documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There will be no disclosure of any bidder's information to competing bidders prior to the award of the proposal. At that time, the executed contract and proposals will become public information.

31. Protests:

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Assistant Finance Director no later than ten (10) calendar days from the date of the letter of notice. Failure to submit a timely written protest to the Assistant Finance Director shall bar consideration of such protest. The Assistant Finance Director shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Assistant Finance Director shall be submitted in writing to the Finance & Technology Director no later than five (5) calendar days after the original determination is communicated to the Bidder. The Finance & Technology Director shall hear the documented arguments of the protest and a written determination will be made and returned to the affected bidder(s). Determinations by the Finance & Technology Director concerning protests are final.

32. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance, and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in the bid being declared non-responsive and rejected, and at City's option, if a bid bond was required, it may be attached for damages suffered.

33. Document Ownership:

(a) All technical documents and records originated or prepared pursuant to this solicitation, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

(b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this solicitation shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by Bidder without infringing Bidder's copyright or any license granted to City.

34. Advertisements, Product Endorsements:
City employees and agencies or organizations funded by the City are prohibited from making endorsements, either implied or direct, of their company, commercial products, or services, without prior written approval of the City Manager.

35. Optional Cooperative Purchase Agreement
It is intended that any other public agency (i.e., city, district, public agency, municipality, or state agency) located within California shall have the option to participate in any award made as a result of this bid. The City shall incur no financial responsibility in connection with purchase orders or contracts made by the Bidder with another public agency resulting from this bid. The public agency shall accept sole responsibility for placing orders and making applicable payments to the Bidder. The option shall not be considered in the bid evaluation.

36. City Provisions to Prevail:
The City's General Provisions shall govern any contract award. Any standard terms and conditions submitted by Bidder may result in the rejection of the bid. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

37. Invalid Provisions:
In the event that any one or more of the provisions of this bid shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

38. Lawful Performance:
Bidder shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this solicitation. In addition, all applicable permits and licenses required shall be obtained by the Bidder, at Bidder's sole expense.

39. Venue:
This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the Superior Court of California, County of Ventura.

40. Small Local Business Purchasing Preference: NOT APPLICABLE
In determining the lowest responsible bidder for any city purchase of goods or public works construction contract that is for $250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business," as defined in Attachment "B."
C**ertification:** Should Bidder meet the requirements of a Small Local Business, Attachment "B" must be completed and returned with a valid and authorized quotation.

APPROVED AS TO FORM
PER SBMC, SECTION 4.600.050
Gregory G. Diaz, City Attorney

6. AUTHORIZATION SHEET

REQUEST FOR PROPOSAL P-130000622 FIRE DEPARTMENT 3RD PARTY INSPECTION BILLING SERVICES

1. Price, terms and any other conditions quoted shall remain valid and in effect from bid closing date to _____.

2. This is to certify that I have carefully reviewed the City of San Buenaventura's Proposal for REQUEST FOR Proposal NO. P-130000622 Fire Department 3rd Party Inspection Billing Services and have clearly indicated in writing any exceptions my firm is making. Therefore, I, the undersigned, hereby agree to both furnish and deliver the Proposal in this quotation complete as specified, if awarded, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

_____
COMPANY NAME

_____ _____
PHONE NUMBER FAX NUMBER

_____
COMPLETE MAILING ADDRESS

_____
EMAIL ADDRESS

_____
NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

_____
SIGNATURE DATE

Attachment "A"

CITY OF VENTURA

GENERAL SERVICES AGREEMENT

CITY OF SAN BUENAVENTURA AND _____
AGREEMENT NO. _____

By this General Services Agreement ("Agreement"), the City of San Buenaventura ("CITY") agrees to engage the services of CONTRACTOR (identified below), and CONTRACTOR agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. FEDERAL FUNDING.

☐ Check this box if the Agreement is funded by a federal grant or cooperative agreement program, either directly or indirectly. If checked, Exhibit D must be included with and applies to this Agreement. (*Indirect funding is when the City of San Buenaventura receives federal funding through a source other than the federal government. E.g., the federal government provides funding to the State of California and the State then passes the funding through to a local government entity such as the City of San Buenaventura.*) In the event of any contradictions or inconsistencies between Exhibit D and the provisions of the Agreement itself, the terms of Exhibit D shall control.

2. SUMMARY DESCRIPTION OF SERVICES. _____
_____
_____

3. PARTIES.

CITY OF SAN BUENAVENTURA ("CITY"), a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002

_____ ("CONTRACTOR"), [capacity]_____
_____, located at _____

4. TERM OF AGREEMENT: From (Date): _____ ("Effective Date") To (Date): _____

Optional Extension (initial term, plus any option to extend, shall not exceed a total of five (5) years):
_____
_

5. AGREEMENT AMOUNT: $_____

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONTRACTOR's services shall be performed or immediately supervised by the CONTRACTOR's Representative:

CITY Designated Representative: CONSULTANT Designated Representative:

Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be approved as to form by the City Attorney, then executed by the CONTRACTOR, after which the Agreement may be executed by an authorized person on behalf of the CITY.

7.2. A request for modification of the terms herein must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

8. CONTRACTOR'S SERVICES.

CONTRACTOR shall perform/agrees to perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 18 of this Agreement.

9. COMPENSATION.

CITY shall pay CONTRACTOR for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 18 of this Agreement.

10. PAYMENT.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONTRACTOR of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11. COMMENCEMENT OF PERFORMANCE.

CONTRACTOR shall not perform any work under this Agreement until: (i) CONTRACTOR furnishes proof of insurance as required under Section 21 of this Agreement, and (ii) CITY provides CONTRACTOR a signed General Services Agreement, which shall serve as a Notice to Proceed. All services required of CONTRACTOR under this Agreement shall be completed on or before the end of the term of the Agreement.

12. STATUS OF CONTRACTOR.

The Parties agree that CONTRACTOR (and any subcontractors), in performing the services herein specified, shall act as an independent contractor and shall have control of all work for which CONTRACTOR is responsible, and the manner in which it is performed. CONTRACTOR shall be free to contract for similar service to be performed for other employers while under contract with CITY, provided that such work does not create a conflict of interest. CONTRACTOR shall have no right or power to bind the CITY to any contracts or agreements with third parties. CONTRACTOR is not an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides for its employees. However, the CITY retains the right to provide general instructions to and observe the CONTRACTOR in the performance of all services done on behalf of the CITY.

In the event CONTRACTOR or an employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction with the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, protect, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or their employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which might otherwise be deemed the responsibility of the CITY.

13. LAWFUL PERFORMANCE.

CONTRACTOR shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. SAFETY REQUIREMENTS.

CONTRACTOR shall not perform any services for the CITY when the CONTRACTOR is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of the CONTRACTOR from such standard of care and workmanship.

15. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONTRACTOR in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

15.1. Records and Inspections. The CONTRACTOR shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

15.2. Deliverables. CONTRACTOR shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONTRACTOR shall, upon completion of all work, submit to the CITY all information developed in the course of the CONTRACTOR's services. CONTRACTOR shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONTRACTOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONTRACTOR by the CITY.

15.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONTRACTOR agrees that CITY may make modifications to computer software furnished by CONTRACTOR without infringing CONTRACTOR's copyright or any license granted to CITY, unless otherwise agreed.

15.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

15.5. Confidentiality. CONTRACTOR may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for CONTRACTOR to perform its obligations pursuant to this Agreement. If CONTRACTOR is granted such access to confidential information, CONTRACTOR shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

15.6. Disclosure of Information. CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

16. NON-APPROPRIATION OF FUNDS.

Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

17. TERMINATION OF AGREEMENT.

At any time, with or without cause, the CITY shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR pursuant to Section 31 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, CITY shall be liable to CONTRACTOR only for work done by CONTRACTOR up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law. CONTRACTOR may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) days' written notice.

17. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may be extended on a daily, month-to-month, annual, or other basis by modification pursuant to Section 18 of this Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

18. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the San Buenaventura Municipal Code, sections 4.600.190 and 4.600.200.

19. ASSIGNMENT.

This Agreement is for the non-professional services of CONTRACTOR. Any attempt by CONTRACTOR to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONTRACTOR's services pursuant to this Agreement shall be provided by the CONTRACTOR's Designated Representative or directly under his/her supervision, and CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

20. INDEMNIFICATION & HOLD HARMLESS.

As a separate and independent covenant from CONTRACTOR's obligations under Section 21 hereof, CONTRACTOR shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to CONTRACTOR's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees,

agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, CONTRACTOR shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

CONTRACTOR also understands and agrees that it is being employed to perform the services provided for by this Agreement because of CONTRACTOR's professed expertise and experience in performing such services. In addition, CONTRACTOR understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, CONTRACTOR waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement.

The CONTRACTOR's obligations under this Section of the Agreement shall survive the termination of the Agreement.

21. INSURANCE.

Prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, the CONTRACTOR shall procure and maintain in full force and effect all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

22. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONTRACTOR understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), CONTRACTOR will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement.

23. PREVAILING WAGE REQUIREMENTS.

23.1. Application. The payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over $25,000 and projects for alteration, demolition, repair, or maintenance work over $15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

23.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

23.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

23.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

24. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.

25. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other Party. The Party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the Party received notice of breach, the non-breaching Party may terminate this Agreement.

26. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

27. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONTRACTOR. The decision of the CITY's Designated Representative shall be final and conclusive unless CONTRACTOR requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

28. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation

and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) days, unless the maximum time is extended in writing by both Parties.

29. TAXPAYER IDENTIFICATION NUMBER.

CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service.

30. USE OF THE TERM "CITY."

Reference to "CITY" in this Agreement includes the CITY, its City Manager, or any authorized representative acting on behalf of the CITY.

31. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 5. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

32. FORCE MAJEURE.

Neither the CONTRACTOR nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

33. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

34. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

35. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

36. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

37. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

38. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

39. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

40. ACKNOWLEDGEMENT.

By signing below, CONTRACTOR acknowledges that it has reviewed the CITY's General Services Agreement terms and conditions and insurance requirements, and that CONTRACTOR hereby agrees to full compliance.

Signatures Follow

In witness whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").

CITY OF SAN BUENAVENTURA

_____
Name:
Title:

_____
Date

[CONTRACTOR NAME]

_____
Name:
Title:

_____
Date

_____
Name:
Title:

_____
Date

_____
Tax Identification Number

APPROVED AS TO FORM
GREGORY G. DIAZ, CITY ATTORNEY
PER SBMC, SECTION 4.600.050

Any modification to this pre-approved Standard Form requires further review and approval by the City Attorney.

EXHIBIT A

GENERAL SERVICE AGREEMENT
(City of San Buenaventura and ___)

SCOPE OF SERVICES

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of San Buenaventura and ___)

SCHEDULE OF COMPENSATION

EXHIBIT C

GENERAL SERVICES AGREEMENT
(City of San Buenaventura and ___)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONTRACTOR/SELLER/BIDDER (hereafter referred to as "Contractor") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodilyinjury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL)	 $2 million $4 million
b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence(or non-owned & hired if contractor has no autos). Auto Liability Aggregate or Combined Single Limit	$1 million
c) Worker's Compensation *with a Waiver of Subrogation in favor of the City* Employer's Liability	$ 1million
d) Crime/Employee Dishonesty Policy *The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertainsto IT and Financial contracts. Contact Risk Manager for specific requirements.*	$2 million
e) Cyber Liability Policy with Network Security/Data Privacy Coverage *Pertains to contracts with IT component. Contact Risk Manager for specific requirements.*	$2 million
f) Technology E&O/Technology Professional Liability *Contact Risk Manager for specific requirements.*	$2 million

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. Assuch, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.

b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.

c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:

An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND

and Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.

e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.

f) The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30-day notice of cancellation will be provided to the Certificate Holder.

g) A Certificate of Insurance must include the following language in the Certificate Holder section:

City of San Buenaventura, its officers, officials, agents, employees and volunteers
501 Poli Street
Ventura, CA 93002

h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.

i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross-liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.

k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross-liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.

m) Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.

n) Contractor shall require all sub-contractors or other parties hired by

Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.

q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.

r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and

liability of any kind attributed to City, or City's officers, employees, agents, orvolunteers as a result of such failure.

Please note:

t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g., telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy

u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.
Examples:
Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

ATTACHMENT NO. 2



City of Ventura

Fire Department 3rd Party Inspection Billing

Jennifer Yates
Purchasing Supervisor
501 Poli Street
Ventura, CA 93001

DUE DATE: Wednesday, March 31, 2021

Justin Powell
VP of National Sales

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661-3065

email: j.powell@FireRecoveryUSA.com
office: 1.888.640.7222
cell: 916.297.0205

www.FireRecoveryUSA.com

Fire RecoveryUSA
Fire & EMS Billing Solutions

CITY OF VENTURA

Section 1	RFP Cover Page
Section 2	Vendor Response to RFP
Section 3	Optional Appendices or Exhibits
Section 4	Company Background
Section 5	Company Qualifications
Section 6	References
Section 7	Pricing

Fire Recovery USA
Fire & EMS Billing Solutions

SECTION 1 - RFP COVER PAGE

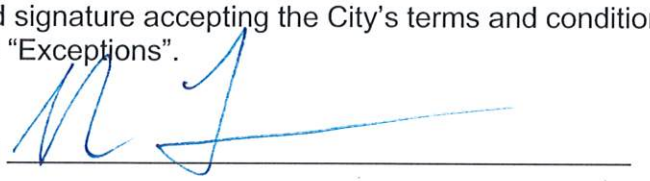
Fire Recovery USA, LLC
2271 Lava Ridge Ct, Suite 120
Roseville, CA 95661

(888) 640-7222
(916) 943-1661 – fax

www.FireRecoveryUSA.com

Contact: Justin Powell – (916) 229-8852 – j.powell@FireRecoveryUSA.com
Business Hours: 6 AM (PST) to 6 PM (PST)
Incorporation: California, USA
Years in Business: 15
Work to be performed at office location listed above.

Authorized signature accepting the City's terms and conditions as stated in this solicitation (other than listed "Exceptions".

Signature: 

Name: Rick Benner - CFO

Legal Name: FIRE RECOVERY USA, LLC
Fire Recovery USA, LLC
FEIN: 26-2305306
Bus. Lic.# 036266

Identify if the vendor is a subsidiary of a larger company. **No.**

Identify any pending litigation against the vendor. **None.**

Identify if the vendor has filed any bankruptcy or insolvency processing in the last 10 years. **No.**

Identify any mergers, acquisitions, or sales of the vendor company within the last five years. **None.**

SECTION 2.0 – VENDOR RESPONSE TO RFP

A. Billing Procedure

Fire Recovery has numerous current customers that are of the similar size and scope of the City's program and we are confident that we will be able to effectively implement and manage the program for the City of Ventura. We have years of previous experience implementing customers both large and small. The process is similar regardless if the customer invoices 1,000 invoices per year or 10,000 invoices per year.

Fire Recovery USA has a proprietary billing system developed specifically to meet industry needs of invoicing fire inspections directly to the customer/business owners that the fire department has inspected. Data will be received electronically, and invoices will be first class mailed within one business day. If an email address is available invoices are emailed to the business owner or representative.

We Will:

Perform Address Confirmation using the USPS address validation tools to ensure invoices are delivered accurately and reliably. Any billable address issues are identified prior to mailing.

Process all invoices the same or following business day from the time the billing data is received from the City.

Mail or Email the Invoice – email delivery of invoices to your customer results in an average payment being received in 18 days. If an email address is unavailable or if it is not delivered, we will mail the invoice using USPS First Class Mail.

Cross Check System data with your Standard Practices to assure your invoice is billed in accordance with your standard practices. Any abnormalities are brought to your administrator's attention for confirmation and/or adjustment.

Account Tracking/Aging – Our system will track the invoice and all activities on this invoice from the day it is received until the day it is paid. The system provides 100% transparency to our clients so they can see the detailed status of any invoice in our system.

Log all Customer contact – Our system allows the City to see any contact with your customer by date and time. All communications are logged, date and time stamped with detail regarding the contact or action on the account.

Confirm Receipt – 10 Days after mailing or emailing the invoice we will confirm receipt with the account to affirm receipt and to answer questions or clarify details of the invoice. We stimulate resolution of questions and prompt payment of invoices.

Send a reminder email within 15 days from invoice date as a reminder that payment has not been received.

Provide late notice or billing of subsequent late fee, if required, 30 days after invoice date.

Provide online portal for accepting payments via credit card or e-check.

Provide an online help desk and ticketing system to ensure communications for accounts are tracked and prompted for immediate resolution. This system notifies the City of the question we need assistance with and logs the question and response to assure we provide the proper resolution to questions and issues. It further prompts our staff for follow up on open issues, which are unresolved to assure prompt resolution. All contacts and communications are logged and retained for future reference.

Receive and process all payments in our offices and deposit all monies into the City's bank account nightly.

Promptly post all payments the day they are received for prompt recording and credit to your account.

Any delinquent accounts will be handled in a manner acceptable to the City. Each customer has a different approach for handling delinquent accounts, however if Fire Recovery feels an account is collectible, we will exhaust all efforts before providing the account back to the City or to collections, whichever is appropriate to the City.

Provide ALL Accounting and Account Reconciliation – We provide all accounting and audit trail necessary for the City thus reducing the need for internal functions other than to confirm our Monthly Reporting and Audit of payments. This is a major advantage over our competition and significant cost savings for the City. This includes Income and Expense, Adjustments and Accounts Receivable reports.

Provide all front-line customer service to your businesses via telephone and email to answer general and specific questions regarding invoices, basis for billing, and payment status. We provide W-9's as requested.

Any customer complaints will be handled through our JitBit Help Desk ticketing system so that all inquiries/complaints and documented and handle appropriately. If the City has a specific dispute resolution policy, Fire Recovery will follow that policy.

Most Importantly we will provide consistent and repetitive business support for the City. We pride ourselves on timeliness, detail, and consistency. Through this approach, we become an effortless key piece of your business process. All with Best Practices and a full audit trail for the City.

All billing data and customer contacts are 100% transparent and available in real time 24/7 to the end to the end user through the secure Recovery Hub portal (www.therecoveryhub.com)

B. Cashing Procedure

We will provide an online portal for accepting payments via credit card or e-check.

We will pass an electronic payment processing fees (convenience fee) of 3% for payments made by E-check or credit card to the consumer paying each invoice.

We will pay the funds due to the City for its inspections and/or permits on a monthly basis.

C. Customer Service

Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.

Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a "Ticketing System" whereby we contact a City employee, as designated by the City, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked at they remain open until completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the "Ticketing System" as time allows within their work schedule.

As part of his or her training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, business-like demeanor in all contact and correspondence with our clients and their constituents.

Fire Recovery USA's ownership and management believe in modeling our commitment to high-level customer service. Employees are our "customers" and need a regular demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

D. Reporting:

All billing data and customer contacts are 100% transparent and available in real time 24/7 to the end to the end user through the secure RecoveryHub portal (www.therecoveryhub.com).

Your administrative team will have access to the RecoveryHub from any computer with internet access and see REAL-TIME data and reports, 24/7. This fully transparent system will allow you to see every contact and phone call we've made, the status of the bill, and track and reconcile every payment we've received. Each step in our process is visible to you, the end user, so you always know the status of your recovery efforts.

E. Billing Structure

We will bill per the City's approved Fee Schedule, as provided to Fire Recovery USA. This could entail graduated fees (based on invoice amount or inspection type such as a parcel inspection vs. an occupancy inspection). We can also bill for additional services in the future (as approved with fee schedule changes) such as for short duration inspections (i.e., a fifteen-minute inspection billable at an hourly rate) and the cost for invoicing for those inspections vs. longer duration inspections should be considered and specified. We will also add a billing/administrative fee for each invoice if approved and allowed per the City's fee schedule. A 7% technology fee will also be added to each invoice per the City's approved fee schedule.

F. Cost recovery methodology and track record on cost recovery percentages

In order to not duplicate information, this is listed above in ***A. Billing Procedure***. Our average collection percentage is greater than 94%. ***See Exhibit A (Marketing Brochure/Statement of work)***

G. Information and City involvement for vendor to provide the above services.

Upon approval and or award of the contract we will provide a new client setup form with questions relating to the setup of your account. The City will also need to produce and Excel or .CSV file form Tyler/DHD with the below required fields in the order listed to be able to import the inspection data into the billing software. Fire Recovery will provide an Excel template. Once the contract is approved Fire Recovery USA will configure the City's billing account and generate sample invoices for the City to approve. We will provide an initial invoice, a reminder invoice, a delinquent invoice and a final notice. We

will then upload test data to ensure the file format and invoices generate correctly in the billing software and review this with the City.
This is outlined in the section below: ***H. Billing Implementation Process and Proposed Timeline***

H. Billing Implementation Process and Proposed Timeline

Upon signing of the contract with the City, Fire Recovery will immediately get to work implementing the program. Our recommended project plan will be to immediately coordinate a meeting with stakeholders from the City and Fire Recovery. During this meeting we will layout the tasks along with implementation dates for each task.

Configuration of the City's account in Fire Recovery's billing system will take approximately one day. We will then provide sample invoices from our system. We will provide an initial invoice, a reminder invoice, a delinquent invoice and a final invoice. We will work with the City to make any modifications to these invoices and once approved they will be ready for mail and email to the customers. Sample invoices are attached for your review.

Once we configure the billing system, we will need to test sample data based in information/data provided to us from the City's software used to collect inspection and permit information. We will upload test files and make any modifications to our data import to ensure accuracy and integrity. Each and every inspection that is loaded into our system is checked by a member of our billing team to ensure data accuracy. Each address is also confirmed with an address validation too and noted as a valid or invalid address in our billing system. Any discrepancies in this data will result in our processing team generating a Help Desk ticket that will define and explain the issue as well as notify a representative at the City of the discrepancy. It will be up to the City's staff to provide a resolution or clarification on the discrepancy. This is the same process used to address any irregularities or discrepancies after an invoice is produced.

Lastly, we will configure the payment processing workflows. The finance representative from the City will work directly with our CFO to determine the best workflows for receiving and depositing cash.

Contacts and or personnel needed from the City will include a data contact who is responsible for extracting and providing data on the inspections. We will also need a contact for someone wo can help resolve any billing issues or question on addresses, inspection questions and invoice irregularities. Reports are provided on a monthly or an as needed bases and a list of contacts or an email group will be needed for those reports. **The only specific tasks required of City staff is to work with us to provide the necessary data and contacts to implement this program.**

SECTION 3 – OPTIONAL APPENDICES OR EXHIBITS

Fire Recovery USA is an industry leading billing service provider. As a billing provider City staff will be hands off on the billing process once data is imported via a CSV file into Recovery Hub. Fire Recovery USA will work with the City to ensure that the export format from the City's software for collecting permit and inspection data is accurate and easily imported into The Recovery Hub. It is our expectation that the City will see a dramatic increase in collection rate from what was provided in the RFP as based upon prior work with other similar sized municipalities, all with a decrease in workload for City staff as information collected by inspectors is used for the purposes of billing and no City staff hours are required to sustain the billing process.

Fire Recovery USA has aligned itself with some of the best service providers in the industry to ensure the security of our client's data and availability of our services. Our entire infrastructure is hosted in Microsoft's Azure Cloud Platform. This platform has its own Security Center that is inherent to that environment. However, we go a step further. Qualys is a third-party application that we use to monitor for malware and conduct additional vulnerability scans. The combination of the 2 services provide us a robust security solution with real time threat detection and a true geo-redundant footprint.

We know how important and how difficult it can be to become and remain PCI compliant. Once again, we have aligned with an industry leader. Authorize.net handles all of our online transactions and maintains a full PCI DSS/SSAE-16 compliant data center to secure your client's sensitive financial data. A full copy of the PCI DSS/SAE-16 compliance report, document handling, and full Business Continuity Disaster plan can be provided upon request.

Microsoft Azure

- Geo-Redundant Services with real time database replication (backed up in real time) and application failover
- Database uptime 99.9999%
- The only public cloud platform to offer continuous security and health monitoring using Azure Security Center
- All connections and data transfers are encrypted
- All databases are encrypted at rest
- More certifications than any other cloud platform including ISO and HIPAA
- Real time health alerts and active scaling based on predefined threshold limits

Qualys

- Provides additional 3rd party web applications scans and malware monitoring
- Zero-day vulnerability scans utilizing behavioral analysis
- Web application scanning for OWASP top 10 defined threats
- Real time alerts on active threats

Authorize.net (A Visa Solution)

- All customer billing transactions are conducted through Authorize.net servers and are PCI DSS compliant
- SSAE-16 compliance validated annually

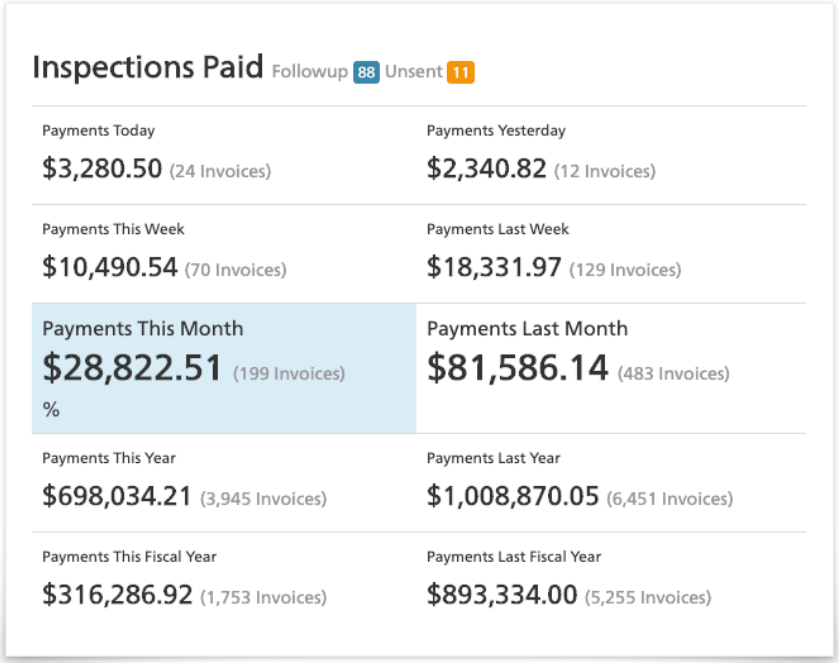
- HIPAA, GLBA, & California Senate Bill 1386 (SB1386) compliant. Regular audits conducted as required to maintain compliance.

Fire Recovery will receive the data provided by the City in a secure format agreeable to both parties. Our current process requires to place files in a secure Microsoft Azure Storage container that Fire Recovery can then access and upload the data directly into our Recovery Hub Billing Platform. If that is not acceptable to the City, we can also support a Secure FTP location provided by the City. It is our preference to automate this process to maximize efficiency.

Inspections

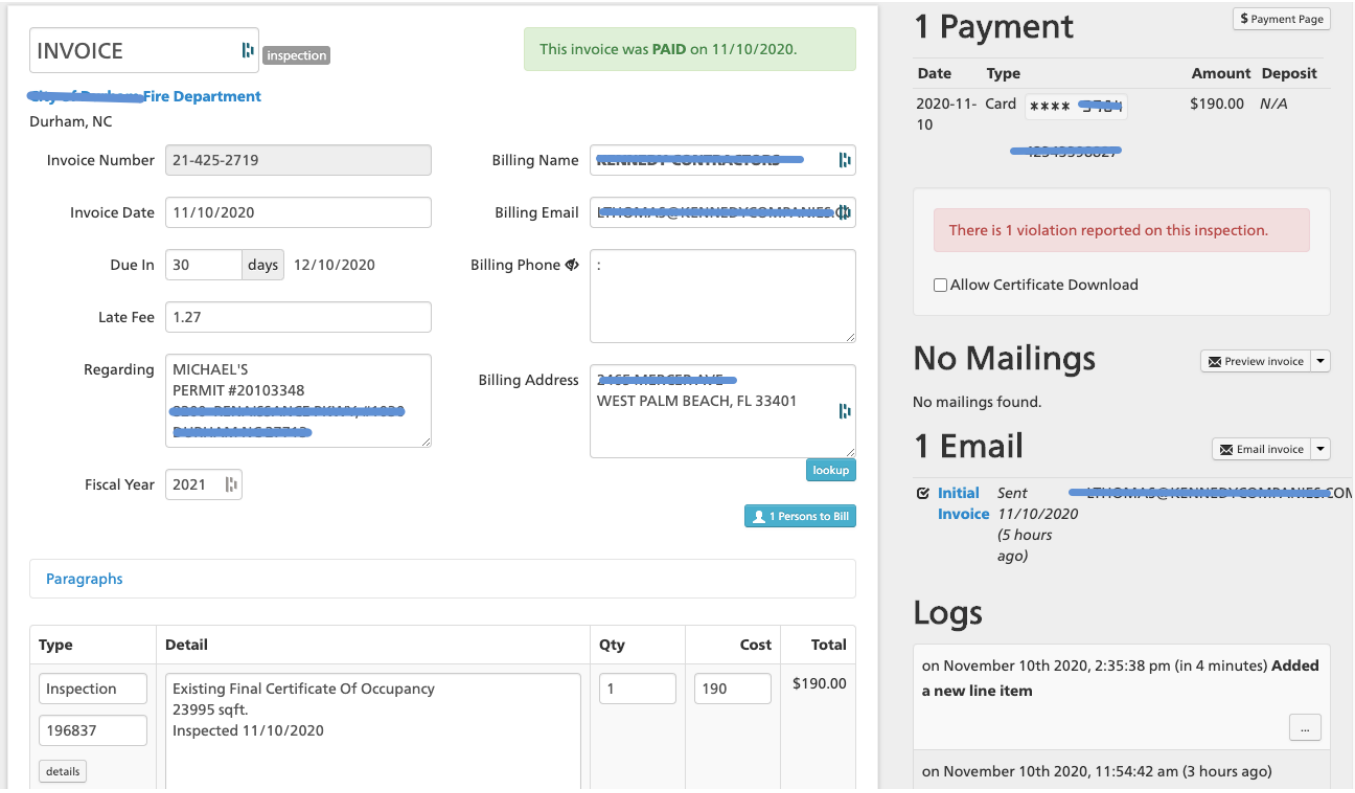
Billing by Status (FRUSA Collection activity)

Billing Status	Total	Fire Department Amount
Open	581	$81,571.03
-30 days	425	$57,635.50
-60 days	95	$14,654.85
-90 days	44	$6,605.90
90+ days	17	$2,674.78
Collections	2	$131.32
Paid	42004	$5,592,175.80
Refunded	3	$279.50
Returned To Department	936	$82,961.77
All	43526	$5,757,119.42



The Recovery Hub billing application is a proprietary system designed and built by Fire Recovery. This application was specifically designed to suit our needs and the needs of our client as well has the end user/customer. This software has been used by our team for over 10 years and has billed millions of invoices. We support our inhouse billing program with a team of developers, quality control and database analysts as well as system security and web security project managers. The system is browser based and all web traffic is secured. Our system is accessible to our clients 24x7 and we recommend using 64-bit web browsers.

Each of the screens in our system provides a different level of billing details and access for our clients.



RECORDS MAINTENANCE

Fire Recovery USA produces all inspections invoice in our proprietary billing system, The Recovery Hub (www.therecoveryhub.com). Every invoice is electronically produced and mailed or emailed to the end user. We also log and track all correspondence in The Recovery Hub. Each time a change is made to an invoice an audit record is logged. Each time we have correspondence with a customer, either by phone or email, it is also logged in The Recovery Hub. These documents and records are available to the City using The Recovery Hub in real time, 24x7. Records are maintained in a digital format indefinitely in our system.

Customer complaints, invoice discrepancies or questions and questions regarding invoices are all tracked electronically using our Help Desk Ticketing system JitBit. City personnel would also have access to this system and these records are also maintained indefinitely.

REPORTS

Fire Recovery USA is committed to providing the City with the most advanced reporting tools available through our website, The Recovery Hub. Recovery Hub provides custom report capabilities that we continue to develop in order to satisfy your needs.

We will provide monthly detail and summary reports (automatically and electronically).

We will provide an accounts receivable aging report.

We provide a web-based portal to appropriate your Community Risk Reduction and Accounting staff to access and view the status of all relevant reports or files, all updated real time. This is based on user security and roll access to the system.

Fire Recovery will also develop any custom reports that you require. The City will have the ability to download all invoice data in a csv. xls. or .html format on demand. This data can be produced electronically or via hard copy/printed. If desired, we can automate these reports to be distributed to you weekly or monthly.

AUDITING

Fire Recovery balances deposit totals daily by checks, credit card and E-checks. On a monthly basis we perform a detailed audit of all payments received to assure the receipts balance to the detailed invoice by invoice report that will be provided to the City as support for the amounts received by the City and for the invoice for Fire Recovery' s services. We will comply with any reasonable audit request made by the City. Our records will be made available to the City; however, all invoicing records are available to the City 24 hours a day 365 days a year through our web-based processing site, The Recovery Hub.



You Inspect

WE INVOICE AND COLLECT

Fire Recovery USA
Fire & EMS Billing Solutions

94%
AVG. COLLECTION RATE

OUR PROCESS DELIVERS RESULTS

Our average collection rate is above 94%.

Call today!

Fire Recovery USA is the leader in Cost Recovery & Efficiency services for the fire industry. Call today to find out how we can help your department.

1.888.640.7222

info@firerecoveryusa.com

www.firerecoveryusa.com

INCREASED EFFICIENCY AND REVENUE

- **ELECTRONIC DATA TRANSFER** – No transposition errors. Data is extracted automatically from Streamline Inspections or from your RMS.
- **ADDRESS CONFIRMATION & ADJUSTMENT** – Adjustment Automatically updates address received to Standard Postal Code Address to ensure your lookup tables are accurate and consistent. Any billable address issues are identified up front prior to costly delays and mailings.
- **INVOICE CREATION** – The next business day after the inspection is completed we will create an invoice based on your inspection data (which is received directly from Streamline Inspections).
- **MAIL OR EMAIL THE INVOICE** – email delivery of invoices to your customer results in a faster payment. If a email address is unavailable or if it is not delivered we will mail the invoice using USPS First Class Mail.
- **ACCURACY CHECKS** – Cross Check System data with your Standard Practices to assure your invoice is billed in accordance with your standard practices. Any abnormalities are brought to your administrator's attention for confirmation and/or adjustment.
- **AUTOMATICALLY UPDATE BILLING INFORMATION** – Fire Recovery USA Staff, with the City's permission, will update billing information in the Streamline Inspections Software if more accurate billing information is found during the billing efforts.
- **ACCOUNT TRACKING/AGING** – Our system will track the invoice and all activities on this invoice from the day it is received until the day it is paid. The system is transparent to our clients so they can see the detailed status of any invoice in our system.



Invoice Processing Services

DESIGNED FOR FIRE INSPECTIONS

Integrates Seamlessly with Streamline Inspections!

Fire Recovery USA
Fire & EMS Billing Solutions

- **LOG ALL CUSTOMER CONTACTS** – Our system allows our Clients to see any contact with their customer by date and time. All communications are logged, date and time stamped with detail regarding the contact or action on the account.
- **CONFIRM RECEIPTS** – 10 Days after invoice we will confirm receipt with the account to affirm receipt and to answer questions or clarify details of the invoice. We stimulate resolution of questions and prompt payment of invoices.
- **EMAIL REMINDERS** – Reminder email is sent 15 days from invoice date (we recommend invoices be due upon receipt for prompt payment).
- **LATE NOTICE/FEE** – Provide late notice or billing of subsequent late fee (if your fee schedule provides for one) 30 days after invoice date.
- **PAYMENT PORTAL** – Provide online portal for making payments by credit card or e-check. (we find much faster payment remittance by this convenience) Visa/Mastercard
- **LOCKBOX PAYMENTS** – We utilize a regional lockbox system to receive mailed payments promptly and with proper logging. Based upon your location we will direct you to the nearest location.
- **PAYMENTS POSTED PROMPTLY** – We post all payments the day they are received in most cases but never longer than the next business day for prompt recording and credit to your account.
- **ISSUE NECESSARY PERMITS** – We issue the appropriate Fire Inspection Notice, Permit or Certification of Inspection when Inspection is completed and passed and payments are made.
- **ACCOUNTING & ACCOUNT RECONCILIATION** – We provide all accounting and audit trail necessary for your Municipality thus reducing the need for Municipal Accounting functions other than to confirm our Monthly Reporting and Audit Trail. This is a major advantage over our competition and significant cost savings for your Municipality. This includes Income and Expense, Adjustments and Accounts Receivable reports.
- **CUSTOMER SERVICE** – We provide customer service to your businesses via telephone and email to answer general and specific questions about inspection programs, basis for billing, and payment status. We provide W-9's as requested by inspection accounts.
- **HELP DESK** – We provide an online help desk and ticketing system to ensure communications for accounts are tracked and prompted for immediate resolution. This system notifies a department of the question we need assistance with and logs the question and response to assure we provide the proper resolution to questions and issues. It further prompts our staff for follow up on open issues, which are unresolved to assure prompt resolution. All contacts and communications are logged and retained for future reference.
- **DATA TRANSFER** – One of the key benefits of utilizing FRUSA is our ability to convey data back to your system at the conclusion of the business transaction with your client. This allows your system to update contact information and billing information to your system for future use as well as confirmation of payment.
- **SUPPORT** – Most Importantly we will provide consistent and repetitive business support for your Department. We pride ourselves on timeliness, detail, and consistency. Through this approach we become an effortless key piece of your business process. All with Best Practices and a full audit trail for your Municipality.
- **TRANSPARENCY** – All billing data and customer contacts are 100% transparent and available in real time 24x7 to the end to the end user through the secure Recovery Hub portal (www.therecoveryhub.com)
- **INTEGRATED 2 WAY API** – Works with/integrated 2 way API with Streamline Inspections
- **COMPATIBLE WITH OTHER INSPECTION SOFTWARE** – Also works with any other inspection software by uploading Excel or Csv files for billing.

SECTION 4 – COMPANY BACKGROUND

Fire Recovery USA, LLC was founded in 2006, is located in Roseville, California. We provide cities and fire departments across the United States with cost recovery funding programs in conjunction with motor vehicle incidents, structure fires, hazardous material spills, and fire inspection programs. Fire Recovery USA is the sole provider of these programs and the software developed to administer them. We do not use partners to administer the above-mentioned programs.

Inspections and Emergency Incident billing is handled in our Roseville, CA facility and is staffed by over 25 employees. EMS transport billing is handled in our Arlington Heights IL facility and is staffed by over 50 employees. Our system provides 24/7 access to our billing software and reporting system from any web-browser.

Fire Recovery USA has established and implemented systems for over 1,300 customers in 42 states (over 100 in California). We have the experience and brand recognition that has positioned us as the market leader in this niche. The company has a proprietary and very successful billing system developed specifically to meet industry needs. This system and its efficiencies have proven to successfully provide collection rates far superior to other competitors.

Fire Recovery USA has developed a methodology to process claims that has not been matched by the competition. This methodology centers around the company's policy of communicating and corresponding with the responsible parties as well as providing flexible payment options and electronic communication.

TOTAL ORGANIZATION

Fire Recovery USA is one of three entities that comprise our family of cost recovery and technology services.

1. **Fire Recovery USA**
2. **Fire Recovery EMS**
3. **Streamline Inspections**

1. Fire Recovery USA provides eight main cost recovery programs.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

Inspection and/or Permit Billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments; have 24/7 live data reporting and the highest recovery rate in the industry.

First Responder Support Program - There are real costs to responding to medical incidents. Medical insurance typically covers the cost of the EMS service while most first responders have had to absorb these enormous costs. Our First Responder Support Program allows you to track and bill to recover these costs. We bill, collect, and pass the revenue back to our departments monthly.

Paramedic Subscription Program - Our Paramedic Subscription Program is an "insurance policy" to help cover first responder fees for resident in your region. Combined with our First Responder Support Program, the Paramedic Subscription Program allows for affordable fees to cover a possible first responder event. For a small annual fee, a resident or business can pre-pay for any incident for their family or employees.

2. Fire Recovery EMS provides EMS Transport billing services. With nearly 20 years experience and advanced technology, let Fire Recovery EMS perform for you. Our track record is impeccable, our recovery rates among the highest, and our reporting is real time. Plus, we handle all the headache of collecting.

3. Streamline Inspections Fire Recovery USA and Streamline Inspections develop, market, and support our proprietary systems used for false alarm management. All components of this response are controlled by Fire Recovery USA, so no other vendors/partnerships are necessary for this response.

Data and information is seamlessly and automatically transferred from the CAD or RMS into the secure, online web based user interface and customized front-end portal. It is securely and conveniently stored in the cloud for remote and immediate access for updates, validation and follow-up. Streamline's proprietary software is hardware agnostic, meaning you can access your data via any computer, tablet device, or smartphone. Our proprietary systems allow for complete customization, and quick and agile turnkey deployment. Customizable features include personalized portals, site management, billing, mapping and interface design, among other elements.

Streamline Inspections is a mobile and cloud-based inspection platform designed for state and local government and business performing inspection services. Streamline is designed to make inspections easier and more cost effective to manage regardless of the department or AHJ. The Application was designed by inspectors for inspectors and

with multiple programs in mind: Fire Inspections, HazMat, Brush or Weed Abatement, Community Development and Code Enforcement, together in one system.

It is designed to work the way you work: our iPad-based software goes anywhere you need to go. Locally stored data on the device allows you to work where there is no connection to Wi-Fi or cell. Push notices allow notification of time critical new tasks.

The checklist-based system will incorporate any checklist and data field, from true/false to text, photos, numeric values, dynamic rules and more. Have you found violations not on your checklist? No problem, your local codes can be loaded on the device as well. We have agreements with ICC and NFPA, to deliver a number of different code sets. No shuffling multiple inspection forms or using software that just doesn't meet your needs. It's the most intuitive and versatile inspections application on the market.

HIPAA

Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected or harvested. In addition, we have been certified by a third-party consultant as not having any exposure to HIPAA. None of the data we collect falls within HIPAA regulations.

Our EMS division is located in a separate office and all programs that require HIPAA information to be collected are run through that facility in order to insure 100% compliance and information protection.

NON-DISCRIMINATION

Fire Recovery USA affirms that we comply with all state and federal regulations related to non-discrimination.

STAFF CRITERIA

Fire Recovery USA strives to employ highly competent and efficient processors. Once a prospective employee is identified they are screened through the E-Verify system to establish and document their legal work status. Each candidate is subject to several interviews with management personnel and must pass a series of tests Fire Recovery has developed. These proprietary tests measure a candidate's ability to perform at established standards in computer competence, language skills and customer service.

Upon employment, new processors are teamed with an experienced staff member who spends a week with them in intensive side-by-side training. The new processor is able to experience how a veteran processor handles the various challenges of their workday and is exposed to the high standards expected by Fire Recovery USA. Once the week of intensive training has concluded, the new processor remains assigned to the experienced staff member who continues to act as a mentor until the new processor is able to operate independently.

CUSTOMER SERVICE PHILOSOPHY

Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.

Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a "Ticketing System" whereby we contact a City employee, as designated by the City, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked at they remain open until completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the "Ticketing System" as time allows within their work schedule.

As part of his or her training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, business-like demeanor in all contact and correspondence with our clients and their constituents.

Fire Recovery USA's ownership and management believe in modeling our commitment to high-level customer service. Employees are our "customers" and need a regular demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

SECTION 5 – COMPANY QUALIFICATIONS

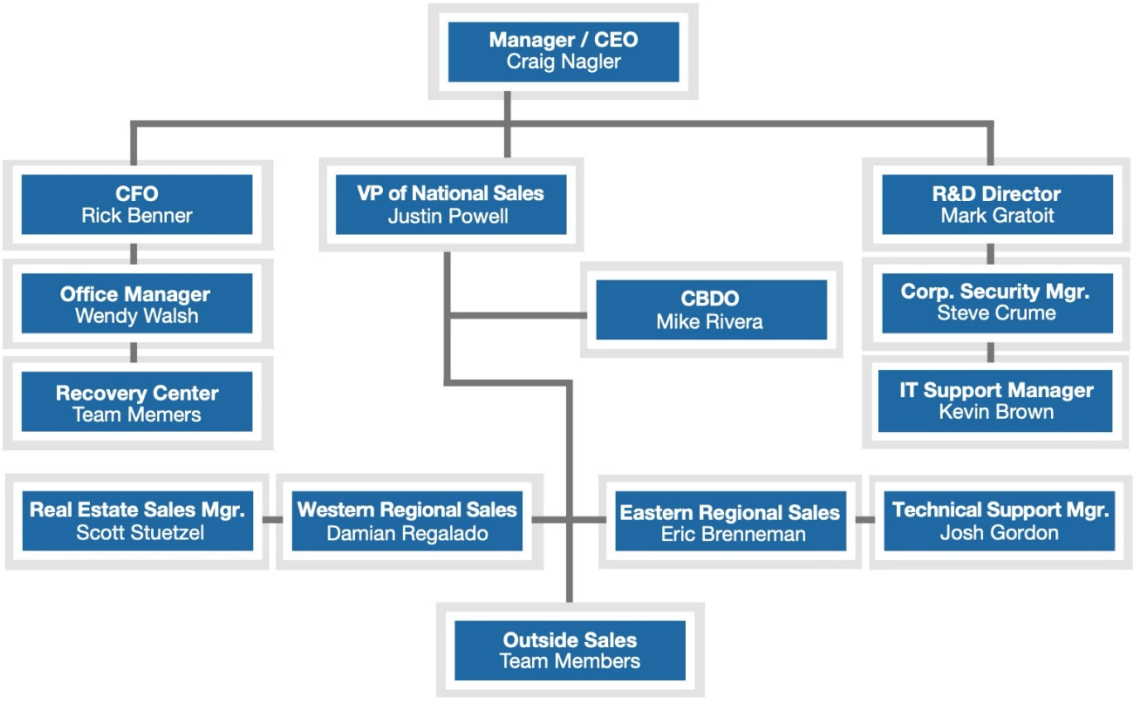
Fire Recovery USA, LLC was founded in 2006 and is located in Roseville, California and provides cities and fire departments across the United States with cost recovery funding programs in conjunction with motor vehicle incidents, structure fires, hazardous material spills, and fire inspection programs. Fire Recovery USA is the sole provider of these programs and the software developed to administer them. We do not use any partners to administer the above-mentioned programs.

Fire Recovery USA has established and implemented systems for over 1,300 customers in 42 states. We have the experience and brand recognition that has positioned us as the market leader in this niche. The company has a proprietary and very successful billing system developed specifically to meet industry needs. This system and its efficiencies have proven to successfully provide collection rates far superior to large competitors.

Fire Recovery USA has developed a methodology to process invoices and permits that has not been matched by the competition. This methodology centers around the company's policy of communicating and corresponding with the responsible parties as well as providing flexible payment options and electronic communication.

As for similar projects we have notated these where applicable, but we would draw your attention to the city of Oxnard, CA, Redondo Beach, CA, Durham, NC, and Greensboro, NC. Based on our overall collection percentages for these three agencies it is safe to say that Fire Recovery USA has a reputation in the industry as a leader as a billing service when implemented in great cooperation with the City.

ORGANIZATIONAL STRUCTURE



Working as a cohesive team utilizing project management technology such as Basecamp, Google Hangouts, and JitBit Ticket Tracking software, we have on-boarded over 1,300 clients quickly and efficiently. Damian Regalado will be the project manager and will oversee project implementation, including on-boarding and the delegation of tasks to the appropriate internal personnel. He will oversee the progress and work to keep the project on schedule.

KEY INDIVIDUALS and Assigned Time Percentage

Damian Regalado – Regional Account Manager, co-project manager (50% time assigned)
Justin Powell – VP of Sales, co-project manager (20% assigned)
Rick Benner – Coordinate and facilitate financial account setup (15% assigned)
Wendy Mangan – Office Manager and secondary project manager (15% assigned)
Steve Crume – Technical/data import contact
Josh Gordon – Technical/data import contact

Identify your existing client base including the number of clients you provided the services being proposed here.

Our References are located in "Section 6.0 – References" as requested in your Proposal Format.

EXPERIENCE OF THE FIRM

As the nation's largest and most successful biller of Emergency Incidents for cities and fire departments, our growth of clients of clients over the past 36 months has been staggering. We've grown from 373 clients in January of 2014 to over 1300 clients as of the date of this proposal, over 100% growth in three years. Our collections are the highest in the industry averaging between 70% and 80% depending on the type of run.

Emergency Incident billing is handled in our Roseville, CA facility and is staffed by over 25 employees. EMS transport billing is handled in our Arlington Heights IL facility and is staffed by over 125 employees. Our Emergency Incident system provide 24/7 access to our billing software and reporting system from any web-browser.

We will provide one person for the live training component of the project and unlimited web-based live webinar training for new employees.

Virtually all of our metro/muni clients are government clients (local government / city or county) and our experience is the equivalent as with our non-government accounts. They achieve the same high collection rates of between 70% and 80% depending on the type of run.

Fire Recovery USA is a privately held LLC, and as such does not provide financial information, however, we are happy to provide banking references upon request.

Damian Regalado

Regional Account Manager

Fire Recovery USA
D.Regalado@FireRecoveryUSA.com
(916) 462-6739 - Direct

January 2017 – Present

Regional Sales and Account Manager (Western Territory)
Fire Recovery USA

Damian began a career in sales with State Farm Insurance in fall of 2007 in Monterey, CA. After two years he moved to Folsom, CA and found a position with a local State Farm Agent where he continued to develop his skills in the industry. In 2010 Damian moved into a management position with State Farm where he conducted team member training sessions for sales, CSR and enterprise application usage.

He maintained his management position until April of 2017 when he took the Regional Account Manager position with Fire Recovery USA. Since he took his position with Fire Recovery, he has helped grow the customer base by nearly 2-dozen new customers, all of which he has trained and/or is currently training personally.

Damian will be the project manager with the assistance of the Fire Recovery USA management team and will personally conduct any necessary onsite training for the department. His training sessions focus on providing ample knowledge of the system to the department users and aiding the department in configuring the system in full to be fully functional by the end of training.



March 2013 – Present

In March of 2013 Justin made the transition to join the Executive Management team at Fire Recovery USA. As the market demand grows and the increasing need for service and technology unfolds, strong leadership and direction is needed, as is in-depth knowledge of industry systems and practices. As part of the Executive Management team, Justin is responsible for providing direction and vision for company decisions and investments of the company's capital and resource. Justin is also responsible for leading our sales and marketing team with an intense focus on product and service delivery. Our complete focus is to provide the best overall experience to our customers. The first point of contact in any organization is your sales representative and our commitment is to be available to our customers, listen to their needs and deliver.

National Sales Manager
FIREHOUSE Software
September 2007 – March 2013 (5 years 7 months) Urbandale, IA
Growing the market-leading Fire Records Management Software domestically and internationally. Responsible for leading all advertising and marketing campaigns using print and web media. Involved in market research, product development and R&D to lead company direction and industry leading products. Advising software development for .net conversion and application development for iPad and Android platforms.
Led an external independent sales staff of 4 and an internal staff of 3.

Firefighter/EMT
City of Clive
August 2006 – November 2011 (5 years +) Clive, IA
Primary EMS care on ambulance and engine company response. Structural fire suppression. Life safety fire inspections and prevention Public education FFI, FFII, HazMat Operations, Driver Operator, EMT

Rick Benner

Chief Financial Officer

Fire Recovery USA
rick@firerecoveryusa.com
(916) 462-6721 – Direct

January 2008 – Present

Rick began his career as a certified public accountant with Coopers & Lybrand, an international public accounting firm. After five years with the firm he became Vice President of Finance for the National Basketball Association's Kansas City Kings before relocating with the team to Sacramento, California in 1985. He quickly developed an expertise in the NBA's salary cap and negotiated multi-million dollar player contracts on behalf of the Kings' organization. Rick was promoted to president of the Kings and Arco Arena in 1989 and at the time was the youngest president of any major professional sports franchise. As president he had overall responsibility for ticket sales, radio and television game broadcasts and advertising sales, media and public relations, in arena advertising and arena operations, including concessions, security and parking. He remained in the role as president through 1999.

After leaving the Kings, he has owned and participated in the development of businesses in the health care, airline transportation and mortgage industries.

Rick joined Fire Recovery USA in 2008 and has made a major contribution to the development of the company's proprietary software assuring proper financial controls are in place. While his primary responsibility is managing all financial and legal aspects of the company's operations, he assists in all areas of the company's business development.

Wendy Mangan

Manager – Processing Center

Fire Recovery USA
wendy@firerecoveryusa.com
(916) 462-6723 – Direct

January 2010 – Present

As a member of the Fire Recovery management team Wendy brings with her a significant amount of experience. Her previous experiences uniquely position her to lead our service and processing center. Wendy is an experienced manager specializing in professional billing services and superior customer manager. She is an experienced police dispatcher in a metropolitan agency and knows first hand the difficulties in providing public safety. At Fire Recovery Wendy is responsible for all processing center staff. Wendy manages scheduling and staff performance and insures the office is compliant with all state, OSHA and HIPAA laws and regulations.

Manager – Medical Office
Curts G. Croft, DDS
January 2008 – 2010 (2 years +) Roseville, CA
Responsible for staff schedule and staff performance and ensured the office was compliant with all state, OSHA and HIPAA laws and regulations. Observed and protected patient confidentiality per policies and procedures. Managed business re- cords as well as accounts receivable/payable.

Dispatcher
Sacramento Police Department
January 2004 – 2008 (4 years +) Sacramento, CA
Duties required the ability to effectively communicate, multi-task, evaluate, prioritize and quickly make decisions in extremely critical situations demanding immediate and accurate response while providing a high level of service to the public. Responsible for providing pertinent data in response to requests for information regarding vehicle registration, driving records and warrants. Monitored direct emergency alarms and complex public safety radio frequencies while operating a variety of communications equipment.

EXCEPTIONS

We cannot add fees to invoices that are not associated with the fee schedule.

EXPERIENCE IN PROVIDING SIMILAR SERVICES

Fire Recovery USA, LLC was founded in 2006 and is located in Roseville, California and provides third party billing services to fire and EMS agencies across the United States. In our Roseville office our team specializes in only billing for fire related incidents, fire and life safety inspections and false alarms.

Fire Recovery USA has established and implemented systems for over 1,300 customers in 42 states and we invoice and collect nearly 45,000 inspection invoices annually, for 31 Cities/Fire Departments.

CUSTOMER REFERENCES

REDONDO BEACH FIRE DEPARTMENT
401 S Broadway
Redondo Beach, CA 90277
Contact: Fire Marshal Jason May
310.318-0663 X4346 – jason.may@redondo.org
Description of Project - Fire and Life Safety Inspection Billing
Start Date - December 6, 2017
Overall Collection Rate: 97%

OXNARD FIRE DEPARTMENT
360 W 2nd St
Oxnard, CA 93030
Contact: Fire Marshal Stephen McNaughten
805.385.7720 – stephen.mcnaughten@oxnard.org
Description of Project - Fire and Life Safety Inspection Billing
Start Date – November 13, 2017
Overall Collection Rate: 96.8%

CITY OF GREENSBORO
1514 N. Church St.
Greensboro, NC 27405
Contact: Fire Marshal Timothy Henshaw
336.373.2032 - Timothy.henshaw@greensboro-nc.gov
Description of Project - Fire and Life Safety Inspection Billing
Start Date July 1, 2020
Overall Collection Rate: 96.21%

CITY OF DURHAM
2008 E. Club Blvd
Durham, NC 27704
Contact: Fire Marshal Jody Morton
919.560.4242 – Jody.morton@durhamnc.gov
Description of Project - Fire and Life Safety Inspection Billing
Start Date June 1, 2013
Overall Collection Rate: 97.78%

TOWN OF CHAPEL HILL
403 Martin Luther King Jr. Blvd
Chapel Hill, NC 27514
Contact: Deputy Fire Marshal Rob Pruitt
919.968.2781 – rpruitt@townofchapelhill.org
Description of Project – Fire and Life Safety Inspection Billing
Start Date: September 1, 2015
Overall Collection Rate: 97.49%

TOWN OF DAVIE
6901 Orange Dr
Davie, FL 33314
Contact: Assistant Chief Frank Suriano
954.797.1213 - frank_suriano@davie-fl.gov
Description of Project – Fire and Life Safety Inspection Billing
Start Date: July 1, 2015
Overall Collection Rate: 92.88%

CITY OF MYRTLE BEACH
921-B Oak St
Myrtle Beach, SC 29577
Contact: Fire Marshal James Clement
843.918.1109 - jclement@cityofmyrtlebeach.com
Description of Project – Fire and Life Safety Inspection Billing
Start Date: June 7, 2013
Overall Collection Rate: 97.72%

Additional Fire and Life Safety Inspection Billing Client List

North County FPD, CA
El Dorado County FPD, CA
City of South Lake Tahoe, CA
City of Selma FD, CA
Palm Springs Fire Department, CA
Delta Fire Protection District, CA
Arcata Fire Protection District, CA
Newcastle FPD, CA
City of Beverly Hills, CA
Monterey County Fire District, CA
City of El Cajon, CA
City of Morgan Hill (CAL FIRE), CA
Santee Fire Department, CA
Clayton County Fire Department, GA
French Village Fire Department, IL
Harvey Fire Department, IL
Country Club Hills Fire, IL
Morrisville Fire/Rescue Department, NC
Burlington FD, NC
North Lyon County Fire District, NV
Oberlin FD, OH
Murrells Inlet-Garden, SC
Tyler Fire Department, TX
Farmers Branch FD, TX

6. AUTHORIZATION SHEET

REQUEST FOR PROPOSAL P-130000622 FIRE DEPARTMENT 3RD PARTY INSPECTION BILLING SERVICES

1. Price, terms and any other conditions quoted shall remain valid and in effect from bid closing date to **June 30, 2021**.

2. This is to certify that I have carefully reviewed the City of San Buenaventura's Proposal for REQUEST FOR Proposal NO. P-130000622 Fire Department 3rd Party Inspection Billing Services and have clearly indicated in writing any exceptions my firm is making. Therefore, I, the undersigned, hereby agree to both furnish and deliver the Proposal in this quotation complete as specified, if awarded, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

Fire Recovery USA, LLC

COMPANY NAME

(888) 640-7222 | **(916) 943-1661**

PHONE NUMBER | FAX NUMBER

2271 Lava Ridge Court, Suite 120, Roseville, CA 95661

COMPLETE MAILING ADDRESS

j.powell@FireRecoveryUSA.com

EMAIL ADDRESS

Rick Benner - CFO

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

SIGNATURE

March 20, 2021

DATE

SECTION 7 - PRICING AND SCOPE

1. Company agrees to bill the responsible party on the City's behalf for fire inspection services rendered by the City and recorded and processed by Company, as well as any issued permits by the City.

2. Company will provide, as a normal matter of business; processing and invoicing of inspections and permits and submission to the responsible party for payment, receipts of monies deemed due to the City, payments of the agreed upon amounts of said monies to City, and reporting of progress via The Recovery Hub.

3. Company will assist the City to determine a workflow of acceptable process to enter the information in The Recovery Hub for inspections/permits.

4. Company agrees to bill to the best of its ability all inspections and permits provided to Company by the City through The Recovery Hub

5. Company agrees to remit to City the full amount collected for each inspection less a processing fee of Eighteen Dollars and Fifty Cents ($18.50) for each paid inspection and permit invoice. Parties acknowledge a critical component to the success of the billing effort is the acquisition by the City of the necessary contact information for the responsible party at each inspection location to whom the invoice will be sent. The City agrees to obtain, for each business location, the e-mail address and telephone number for the responsible party for payment, inspection type, square footage and, number of units.

6. Company will pass an electronic payment processing fee (convenience fee) of 3% for payments made by E-check or credit card to the consumer paying each invoice.

7. Company agrees to pay the funds due to the City for its inspections and/or permits on a monthly basis.

8. Company agrees to make reports available via The Recovery Hub, a password protected website, for the City which will set forth the status of all inspections and provide an accounting of all payments and amounts due the City under the terms of this Agreement.

9. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal inspections or permits performed by City.

10. Online Training will be conducted at no charge to the City. If on-site training is required a fee of $1,495 would apply. This fee would include any travel and expense. The City's training of our systems will take around 60 minutes.

CITY OF VENTURA

GENERAL SERVICES AGREEMENT

CITY OF SAN BUENAVENTURA AND FIRE RECOVERY USA
AGREEMENT NO. P2021-035

By this General Services Agreement ("Agreement"), the City of San Buenaventura ("CITY") agrees to engage the services of CONTRACTOR (identified below), and CONTRACTOR agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. FEDERAL FUNDING.

☐ Check this box if the Agreement is funded by a federal grant or cooperative agreement program, either directly or indirectly. If checked, Exhibit D must be included with and applies to this Agreement. (*Indirect funding is when the City of San Buenaventura receives federal funding through a source other than the federal government. E.g. the federal government provides funding to the State of California and the State then passes the funding through to a local government entity such as the City of San Buenaventura.*) In the event of any contradictions or inconsistencies between Exhibit D and the provisions of the Agreement itself, the terms of Exhibit D shall control.

2. SUMMARY DESCRIPTION OF SERVICES. FIRE DEPARTMENT 3RD PARTY INSPECTION BILLING

3. PARTIES.

CITY OF SAN BUENAVENTURA ("CITY"), a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002

Fire Recovery USA, LLC ("CONTRACTOR"), limited liability corporation of the State of California, located at 2271 Lava Ridge Court, Suite 120 Roseville, CA 95661-3065

4. TERM OF AGREEMENT: From: May 1, 2021 ("Effective Date") To: June 30, 2024

Optional Extension (initial term, plus any option to extend, shall not exceed a total of five (5) years): The City, with the consent of the Contractor, shall have the option for two (2) consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement. Any price increases or decreases shall be negotiated at the time of contract extension.

5. AGREEMENT AMOUNT: $Refer to Exhibit "B" Schedule of Compensation

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONTRACTOR's services shall be performed or immediately supervised by the CONTRACTOR's Representative:

CITY Designated Representative:
Name: Joe Morelli
Title: Fire Marshall
Phone: 805-658-4717
Email: jmorelli@cityofventura.ca.gov
Mailing Address:
1425 Dowell Dr., Ventura, CA 93003

CONSULTANT Designated Representative:
Name: Justin Powell
Title: VP of National Sales
Phone: 916-297-0205
Email: j.powell@FireRecoveryUSA.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be approved as to form by the City Attorney, then executed by the CONTRACTOR, after which the Agreement may be executed by an authorized person on behalf of the CITY.

7.2. A request for modification of the terms herein must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

8. CONTRACTOR'S SERVICES.

CONTRACTOR shall perform/agrees to perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 18 of this Agreement.

9. COMPENSATION.

CITY shall pay CONTRACTOR for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 18 of this Agreement.

10. PAYMENT.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONTRACTOR of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11. COMMENCEMENT OF PERFORMANCE.

CONTRACTOR shall not perform any work under this Agreement until: (i) CONTRACTOR furnishes proof of insurance as required under Section 21 of this Agreement, and (ii) CITY provides CONTRACTOR a signed General Services Agreement, which shall serve as a Notice to Proceed. All services required of CONTRACTOR under this Agreement shall be completed on or before the end of the term of the Agreement.

12. STATUS OF CONTRACTOR.

The Parties agree that CONTRACTOR (and any subcontractors), in performing the services herein specified, shall act as an independent contractor and shall have control of all work for which CONTRACTOR is responsible, and the manner in which it is performed. CONTRACTOR shall be free to contract for similar service to be performed for other employers while under contract with CITY, provided that such work does not create a conflict of interest. CONTRACTOR shall have no right or power to bind the CITY to any contracts or agreements with third parties. CONTRACTOR is not an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides for its employees. However, the CITY retains the right to provide general instructions to and observe the CONTRACTOR in the performance of all services done on behalf of the CITY.

In the event CONTRACTOR or an employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction with the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, protect, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or their employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which might otherwise be deemed the responsibility of the CITY.

13. LAWFUL PERFORMANCE.

CONTRACTOR shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. SAFETY REQUIREMENTS.

CONTRACTOR shall not perform any services for the CITY when the CONTRACTOR is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY’s Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of the CONTRACTOR from such standard of care and workmanship.

15. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONTRACTOR in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

15.1. Records and Inspections. The CONTRACTOR shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

15.2. Deliverables. CONTRACTOR shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONTRACTOR shall, upon completion of all work, submit to the CITY all information developed in the course of the CONTRACTOR's services. CONTRACTOR shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONTRACTOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONTRACTOR by the CITY.

15.3. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

15.4. Confidentiality. CONTRACTOR may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for CONTRACTOR to perform its obligations pursuant to this Agreement. If CONTRACTOR is granted such access to confidential information, CONTRACTOR shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

15.5. Disclosure of Information. CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

16. PCI DSS COMPLIANCE.

In the event CONTRACTOR engages in payment card transactions as a part of the services provided to CITY, CONTRACTOR shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the

Term of this Agreement. CONTRACTOR accepts responsibility for the security of CITY's and/or any customer's credit card data in its possession.

17. ATTORNEY-IN-FACT

CITY appoints CONTRACTOR as CITY's attorney-in-fact for the following purposes:

(a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to CITY, in connection with CITY's provision of inspection and permits, and to receive all Collections on CITY's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of CONTRACTOR's or CITY's right to collect such amounts; and
(b) Endorsement: To take possession of and endorse in CITY's name any notes, checks, money orders, and any other instruments received as Collections.

18. NON-APPROPRIATION OF FUNDS.

Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

19. TERMINATION OF AGREEMENT.

At any time, with or without cause, the CITY shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR pursuant to Section 31 of this Agreement, and such termination shall be effective 30 days after giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, CITY shall be liable to CONTRACTOR only for work done by CONTRACTOR up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law. CONTRACTOR may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) days' written notice.

20. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may be extended on a daily, month-to-month, annual, or other basis by modification pursuant to Section 21 of this Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

21. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the San Buenaventura Municipal Code, sections 4.600.190 and 4.600.200.

22. ASSIGNMENT.

This Agreement is for the non-professional services of CONTRACTOR. Any attempt by CONTRACTOR to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONTRACTOR's services pursuant to this Agreement shall be provided by the CONTRACTOR's Designated Representative or directly under his/her supervision, and CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

23. INDEMNIFICATION & HOLD HARMLESS.

As a separate and independent covenant from CONTRACTOR's obligations under Section 21 hereof, CONTRACTOR shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to CONTRACTOR's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, CONTRACTOR shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

CONTRACTOR also understands and agrees that it is being employed to perform the services provided for by this Agreement because of CONTRACTOR's professed expertise and experience in performing such services. In addition, CONTRACTOR understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, CONTRACTOR waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement.

The CONTRACTOR's obligations under this Section of the Agreement shall survive the termination of the Agreement.

24. INSURANCE.

Prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, the CONTRACTOR shall procure and maintain in full force and effect

all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONTRACTOR understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), CONTRACTOR will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over $25,000 and projects for alteration, demolition, repair, or maintenance work over $15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

27. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.

28. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other Party. The Party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party

within fifteen (15) days from the date on which the Party received notice of breach, the non-breaching Party may terminate this Agreement.

29. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONTRACTOR. The decision of the CITY's Designated Representative shall be final and conclusive unless CONTRACTOR requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) days, unless the maximum time is extended in writing by both Parties.

32. TAXPAYER IDENTIFICATION NUMBER.

CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service.

33. USE OF THE TERM "CITY."

Reference to "CITY" in this Agreement includes the CITY, its City Manager, or any authorized representative acting on behalf of the CITY.

34. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 5. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

35. FORCE MAJEURE.

Neither the CONTRACTOR nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the

Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, CONTRACTOR acknowledges that it has reviewed the CITY's General Services Agreement terms and conditions and insurance requirements and that CONTRACTOR hereby agrees to full compliance.

Signatures Follow

In witness whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").

CITY OF SAN BUENAVENTURA

Name: David Endaya
Title: Fire Chief

4/26/2021
Date

[CONTRACTOR NAME]

Name: Rick Benner
Title: CFO

4/23/2021
Date

Name: M. Craig Nagler
Title: Manager CEO

4/23/2021
Date

26-2305306
Tax Identification Number

APPROVED AS TO FORM
GREGORY G. DIAZ, CITY ATTORNEY

Digitally signed by Megan Lorenzen
Date: 2021.04.22 16:25:23 -07'00'

Megan Lorenzen
Assistant City Attorney

4/22/21
Date

EXHIBIT A

GENERAL SERVICE AGREEMENT
(City of San Buenaventura and Fire Recovery USA)

SCOPE OF SERVICES

In accordance with Fire Recovery USA Request for Proposal No. P-130000622.

Perform Address Confirmation using the USPS address validation tools to ensure invoices are delivered accurately and reliably. Any billable address issues are identified prior to mailing.

Process all invoices the same or following business day from the time the billing data is received from the City.

Mail or Email the Invoice – email delivery of invoices to your customer results in an average payment being received in 18 days. If an email address is unavailable or if it is not delivered, we will mail the invoice using USPS First Class Mail.

Cross Check System data with your Standard Practices to assure your invoice is billed in accordance with your standard practices. Any abnormalities are brought to your administrator's attention for confirmation and/or adjustment.

Account Tracking/Aging – Our system will track the invoice and all activities on this invoice from the day it is received until the day it is paid. The system provides 100% transparency to our clients so they can see the detailed status of any invoice in our system.

Log all Customer contact – Our system allows the City to see any contact with your customer by date and time. All communications are logged, date and time stamped with detail regarding the contact or action on the account.

Confirm Receipt – 10 Days after mailing or emailing the invoice we will confirm receipt with the account to affirm receipt and to answer questions or clarify details of the invoice. We stimulate resolution of questions and prompt payment of invoices.
Send a reminder email within 15 days from invoice date as a reminder that payment has not been received.

Send a reminder email within 15 days from invoice date as a reminder that payment has not been received.

Provide late notice or billing of subsequent late fee, if required, 30 days after invoice date.

Provide online portal for accepting payments via credit card or e-check.

Provide an online help desk and ticketing system to ensure communications for accounts are tracked and prompted for immediate resolution. This system notifies the City of the question we need assistance with and logs the question and response to assure we provide the proper resolution to questions and issues. It further prompts our staff for follow up on open issues, which are unresolved to assure prompt resolution. All contacts and communications are logged and retained for future reference.

Receive and process all payments in our offices and deposit all monies into the City's bank account nightly, unless other arrangements are agreed upon with the City.

Promptly post all payments the day they are received for prompt recording and credit to your account.

Any delinquent accounts will be handled in a manner acceptable to the City. Each customer has a different approach for handling delinquent accounts, however if Fire Recovery feels an account is collectible, we will exhaust all efforts before providing the account back to the City or to collections, whichever is appropriate to the City.
Provide ALL Accounting and Account Reconciliation – We provide all accounting and audit trail necessary for the City thus reducing the need for internal functions other than to confirm our Monthly Reporting and Audit of payments. This is a major advantage over our competition and significant cost savings for the City. This includes Income and Expense, Adjustments and Accounts Receivable reports.

Provide all front-line customer service to your businesses via telephone and email to answer general and specific questions regarding invoices, basis for billing, and payment status. We provide W-9's as requested.

Any customer complaints will be handled through our JitBit Help Desk ticketing system so that all inquiries/complaints and documented and handle appropriately. If the City has a specific dispute resolution policy, Fire Recovery will follow that policy.

Most Importantly we will provide consistent and repetitive business support for the City. We pride ourselves on timeliness, detail, and consistency. Through this approach, we become an effortless key piece of your business process. All with Best Practices and a full audit trail for the City.

All billing data and customer contacts are 100% transparent and available in real time 24/7 to the end to the end user through the secure Recovery Hub portal (www.therecoveryhub.com)

B. Cashing Procedure
We will provide an online portal for accepting payments via credit card or e-check.
We will pass an electronic payment processing fees (convenience fee) of 3% for payments made by E-check or credit card to the consumer paying each invoice.
We will pay the funds due to the City for its inspections and/or permits on a monthly basis.

C. Customer Service
Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.
Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a "Ticketing System" whereby we contact a City employee, as designated by the City, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked at they remain open until completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the "Ticketing System" as time allows within their work schedule.
As part of his or her training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, businesslike demeanor in all contact and correspondence with our clients and their constituents.
Fire Recovery USA's ownership and management believe in modeling our commitment to high-level customer service. Employees are our "customers" and need a regular demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

D. Reporting:
All billing data and customer contacts are 100% transparent and available in real time 24/7 to the end to the end user through the secure RecoveryHub portal (www.therecoveryhub.com).
Your administrative team will have access to the RecoveryHub from any computer with internet access and see REAL-TIME data and reports, 24/7. This fully transparent system will allow you to see every contact and phone call we've made, the status of the bill, and track and reconcile every payment we've received. Each step in our process is visible to you, the end user, so you always know the status of your recovery efforts.

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of San Buenaventura and Fire Recovery USA)

SCHEDULE OF COMPENSATION

PRICING AND SCOPE

Invoice all the commercial/industrial/multi-family/state mandated and other inspections (with the exception of defensible space inspections as noted below) in accordance with our response in the RFP for a fee of $18.50 plus a 3% credit card fee for electronic payments on each invoice collected. We will bill per the City's approved Fee Schedule, as provided to Fire Recovery USA; we can also bill for additional services in the future (as approved with fee schedule changes). We will also add a billing/administrative fee for each invoice if approved and allowed per the City's fee schedule. A 7% technology fee will also be added to each invoice per the City's approved fee schedule.

Invoice for the defensible space inspections for a fee of $16.50 plus a 3% credit card fee for electronic payments on each invoice collected. Each defensible space invoice we create will include an initial invoice, a reminder invoice, and a delinquent invoice. We will state in the delinquent invoice that if unpaid the fees may be turned over to a collection agency to help increase the collection rates of these invoices. Because we do not have any contact information such as email addresses or phone numbers, we are relying only on mail to help collect these invoices, therefore we cannot accept a fee less than $16.50. If the City would like, a late fee could be applied to these subject to the City approved fee schedule.

1. Company agrees to bill the responsible party on the City's behalf for fire and inspection services rendered by the City and recorded and processed by Company, as well as any issued permits by the City.

2. Company will provide, as a normal matter of business; processing and invoicing of inspections and permits and submission to the responsible party for payment, receipts of monies deemed due to the City, payments of the agreed upon amounts of said monies to City, and reporting of progress via The Recovery Hub.

3. Company will assist the City to determine a workflow of acceptable process to enter the information in The Recovery Hub for inspections/permits.

4. Company agrees to bill to the best of its ability all inspections and permits provided to Company by the City through The Recovery Hub

5. Company agrees to remit to City the full amount collected for each commercial/industrial/multi-family/state mandated and other inspections (with the exception of defensible space inspections as noted below) inspection less a processing fee of Eighteen Dollars and Fifty Cents ($18.50) for each paid inspection and

permit invoice. Company agrees to remit to City the full amount collected for each fire hazard reduction inspection (also referred to as defensible space inspection) inspection less a processing fee of Eighteen Dollars and Fifty Cents ($18.50) for each paid inspection and permit invoice. Parties acknowledge a critical component to the success of the billing effort is the acquisition by the City of the necessary contact information for the responsible party at each inspection location to whom the invoice will be sent. The City agrees to obtain, for each business location, the e-mail address (when available to the City) and telephone number for the responsible party for payment, inspection type, square footage (where needed for billing) and number of units. If an email address is not available, invoices will be mailed to the responsible party via USPS First Class mail. **If an email address is not available we will mail all invoices via USPS First Class mail. We do encourage users to collect email addresses as it enhances the delivery of the invoices and in turn revenue to the City, but we will mail invoices without email addresses.**

6. Company will pass an electronic payment processing fee (convenience fee) of 3% for payments made by E-check or credit card to the consumer paying each invoice.
7. Company agrees to pay the funds due to the City for its inspections and/or permits on a monthly basis.

8. Company agrees to make reports available via The Recovery Hub, a password protected website, for the City which will set forth the status of all inspections and provide an accounting of all payments and amounts due the City under the terms of this Agreement.

9. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal inspections or permits performed by City.

10. Online Training will be conducted at no charge to the City. If on-site training is required a fee of $1,495 would apply. This fee would include any travel and expense. The City's training of our systems will take around 60 minutes.

EXHIBIT C

GENERAL SERVICES AGREEMENT
(City of San Buenaventura and Fire Recovery USA)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONTRACTOR/SELLER/BIDDER (hereafter referred to as "Contractor") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodilyinjury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL)	 $2 million $4 million
b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence(or non-owned & hired if contractor has no autos). Auto Liability Aggregate or Combined Single Limit	$1 million
c) Worker's Compensation *with a Waiver of Subrogation in favor of the City* Employer's Liability	$ 1million
d) Crime/Employee Dishonesty Policy *The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertainsto IT and Financial contracts. Contact Risk Manager for specific requirements.*	$2 million
f) Cyber Liability Policy with Network Security/Data Privacy Coverage *Pertains to contracts with IT component. Contact Risk Manager for specific requirements.*	$2 million
g) Technology E&O/Technology Professional Liability *Contact Risk Manager for specific requirements.*	$2 million

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.

b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.

c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:

An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND

and Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.

e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.

f) The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day notice of cancellation will be provided to the Certificate Holder.

g) A Certificate of Insurance must include the following language in the Certificate Holder section:

City of San Buenaventura, its officers, officials, agents, employees and volunteers
501 Poli Street
Ventura, CA 93002

h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.

i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.

k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.

m) Coverage shall be written on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made” basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.

n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.

q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are

subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.

r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy

u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.
Examples:
Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

GENERAL SERVICES AGREEMENT

FIRST AMENDMENT TO GENERAL SERVICES AGREEMENT NO. P2021-035 BETWEEN THE CITY OF SAN BUENAVENTURA AND FIRE RECOVERY USA, LLC

This First Amendment ("Amendment") to General Services Agreement No. P2021-035 ("Agreement") is made and entered, effective on June 1, 2025, by and between the City of San Buenaventura, a California charter law municipal corporation ("City"), and Fire Recovery USA, LLC, a California limited liability company ("Contractor"), collectively "the Parties".

Whereas, the Parties entered into the original Agreement on or about April 26, 2021, where Contractor agreed to provide Fire Department with third party inspection billing services in accordance with Request for Proposal number P-130000622 through June 30, 2024; and

Whereas, the Parties now desire to extend the term of the Agreement and update the City's Designated Representative.

Now, therefore, pursuant to Paragraphs 18 and 19 of the Agreement, "OPTION TO EXTEND AGREEMENT" and "MODIFICATION OF AGREEMENT," respectively, the Agreement is amended as follows:

1. Section 4 of the Agreement, "TERM OF AGREEMENT," is replaced in its entirety and amended to read as follows:

   "**4. TERM OF AGREEMENT**: From May 1, 2021 To: April 30, 2026"

2. Section 6 of the Agreement, "DESIGNATED REPRESENTATIVES," is replaced in its entirety and amended to read as follows:

   "**6. DESIGNATED REPRESENTATIVES.**

   The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONTRACTOR's services shall be performed or immediately supervised by the CONTRACTOR's Representative:

City Designated Representative:	**Consultant Designated Representative**:
Name: Brett Reed	Name: Justin Powell
Title: Fire Marshall	Title: VP of National Sales
Phone: (805) 658-4717	Phone: (916) 297-0205
Email: breed@cityofventura.ca.gov	Email: j.powell@FireRecoveryUSA.com
Mailing Address (if differs from above): 1425 Dowell Dr., Ventura CA 93003"	Mailing Address (if differs from above):

Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In witness whereof, the Parties have executed this First Amendment on the last date signed.

FIRE RECOVERY USA, LLC

Rick Benner

By: Rick Benner (May 23, 2025 09:05 PDT) 05/23/2025

Rick Benner — Date

Chief Financial Officer

M. Craig Nagler

By: M. Craig Nagler (May 23, 2025 09:35 PDT) 05/23/2025

M. Craig Nagler — Date

Manager Chief Executive Officer

CITY OF SAN BUENAVENTURA

By: David Endaya (May 23, 2025 14:30 PDT) 05/23/2025

David Endaya — Date

Fire Chief

APPROVED AS TO FORM
Javan N. Rad, City Attorney

Yesania Anderson

By: Yesania Anderson (May 22, 2025 17:21 PDT)

Yesania Anderson

Assistant City Attorney I

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND FIRE RECOVERY USA, LLC FOR INSPECTION AND PERMIT BILLING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of July 1, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and FIRE RECOVERY USA, LLC, a California limited liability company ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide inspection and billing services, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

(a) Billing and Collections. Contractor will bill and collect all revenue earned and due to City ("Collections") in connection with City's provision of inspection and permit services provided/rendered as set forth in Exhibit "A," and receive all Collections on City's behalf and may sue for and give satisfaction for monies due on account and withdraw any claims, suits, or proceedings pertaining to or arising out of City's or Contractor's right to collect to such amounts; provided, however, that Contractor may not take legal action to collect fees without the prior written permission of City.

(b) Contact Information for Responsible Parties. City and Contractor acknowledge a critical component to the success of the billing effort is the acquisition by the City of the necessary contact information for the responsible party at each inspection location to whom the invoice will be sent. The City agrees to obtain, for each business location, the e-mail address (when available to the City) and telephone number for the

responsible party for payment, inspection type, square footage (where needed for billing) and number of units. If an email address is not available, Contractor will mail the invoice to the responsible party via USPS First Class mail.

(c) Endorsement. Contractor may take possession of and endorse in City's name any notes, money orders, and any other instruments received as Collections.

(d) Payment. On or before the 7th day of each month, Contractor will issue a check to the City for all payments received prior to the previous month's cut-off date (typically the 24th of the month), minus Contractor's collection fee as set forth herein. Contractor will provide with the monthly payment an itemized statement detailing the inspections and/or permits the check is paid against.

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

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

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor at a rate of Eighteen Dollars and Fifteen Cents ($18.50) for each invoice paid. Contractor will deduct its fees from the amount issued to the City each month pursuant to Section 1.1(d) of this Agreement.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Service specified herein unless the City, prior to Contractor performing the additional services, approves such additional services in writing, memorialized in a written amendment to this Agreement. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on June 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

(a) Be adjudged 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. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(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 Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor 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.

Contractor 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 Contractor 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 Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Contractor shall make available the professional services of Justin Powell, 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 CONTRACTOR:

Fire Recovery USA
2271 Lava Ridge Court, Suite 120
Roseville, CA 95661
Tel: (888) 640-7222
Email: cnagler@firerecoveryusa.com
Attn: Craig Nagler

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8830
Email: mbrowne@westcovina.org
Attn: Mike Browne

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

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

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

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

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

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

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

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

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

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

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the

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

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

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

6.16. Prohibited Employment. Contractor 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 Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. 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 Contractors for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONTRACTOR

_____ Date: _____
Craig Nagler
Chief Executive Officer

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

1. Contractor will bill the responsible party on the City's behalf for fire inspection services and/or permits issued by the City. Contractor will bill per the City's approved fee schedule, as provided to Contractor by City. The inspection and/or permit fees may change over time due to updates to the City's fee schedule. City will provide notice to Contractor of changes to its fee schedule.

2. Contractor will provide, as a normal matter of business, processing and invoicing of inspections and/or permits and submission to the responsible party for payment, receipt of monies deemed due to the City, payments of the agreed upon amounts of said monies to City, and reporting of progress via The Recovery Hub.

3. Contractor will ensure each City user has access to The Recovery Hub software and will provide ongoing training and support to the City in the use of the software and Contractor's systems.

4. Contractor will assist the City to determine the workflow of acceptable process to enter the information in The Recovery Hub for inspections/permits.

5. Contractor will bill to the best of its ability all inspections and/or permits provided to Contractor by the City through The Recovery Hub.

6. Contractor will not begin litigation against a person or entity without prior written approval by the City.

7. Contractor will remit to City the full amount collected for each inspection and permit less a processing fee of Eighteen Dollars and Fifty Cents ($18.50) for each paid inspection and permit invoice.

8. Contractor will pass an electronic payment processing fee (convenience fee) of 3% for payments made by E-check or credit card to the consumer paying each invoice.

9. Contractor will pay the funds due to the City for its inspections and/or permits on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

10. Contractor agrees to make reports available via The Recovery Hub, a password protected website, for the City which will set forth the status of all inspections and/or permits and provide an accounting of all payments and amounts due the City under the terms of the Agreement.

11. Contractor will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal inspections or permits performed by City.

12. City will, to the extent it deems appropriate and necessary, expend the resources and take the required actions to obtain payment for all invoices that remain unpaid after 60 days of the invoice date and arrange for those payments to be forwarded to Contractor for processing.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2532 UPDATING FIRE HAZARD SEVERITY ZONES (FHSZ) WITHIN WEST COVINA PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178 AND THE CALIFORNIA FIRE CODE**

RECOMMENDATION:

It is recommended that the City Council introduce the following Ordinance:

ORDINANCE NO. 2532 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

BACKGROUND:

Pursuant to State law, the California Department of Forestry and Fire Protection (CAL FIRE) – Office of the State Fire Marshal periodically updates fire hazard severity zone maps for Local Responsibility Areas (LRAs) throughout the State. These maps identify varying levels of fire hazard (Moderate, High, and Very High) based on factors including vegetation, topography, weather, crown fire potential, fire history and ember production and movement. State law requires local jurisdictions to designate fire hazard severity zones within their boundaries by ordinance to ensure proper implementation of associated building standards and fire safety requirements in identified hazard zones.

DISCUSSION:

CAL FIRE completed its latest assessment and released a map identifying fire hazard severity zones within the City of West Covina on March 24, 2025. The City made the map and information regarding fire hazard severity zones available on the City website www.westcovina.org/departments/fire/disaster-preparedness. Since the last publication of the fire hazard severity zone maps in 2011, the hazard classifications for the City of West Covina have been significantly revised. In 2011, 1,136 acres were designated as Very High Hazard. Based on the updated 2025 maps, the revised classifications are as follows: 47 acres fall under Very High Hazard, 862 acres are classified as High Hazard, and 233 acres are designated as Moderate Hazard. The map showing the fire hazard severity zones within the City's boundaries is included as Exhibit A to the proposed ordinance.

Pursuant to State law, the City is required to designate the fire hazard severity zones by ordinance within 120 days of receiving recommendations from CAL FIRE.

Staff recommends that the City Council introduce the proposed ordinance.

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

Prepared by: Mike Browne, Acting Fire Chief

Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

The recommended action has no direct fiscal impact to the City of West Covina.

Attachments

Attachment No. 1 - Ordinance No. 2532

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

ATTACHMENT NO. 1

ORDINANCE NO. 2532

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

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

WHEREAS, in California Government Code Section 51175(a), the Legislature has declared: "Wildfires are extremely costly, not only to property owners and residents, but also to local agencies. Wildfires pose a serious threat to the preservation of the public peace, health, or safety. The wildfire front is not the only source of risk since embers, or firebrands, travel far beyond the area impacted by the front and pose a risk of ignition to a structure or fuel on a site for a longer time. Since fires ignore civil boundaries, it is necessary that cities, counties, special districts, state agencies, and federal agencies work together to bring raging fires under control. Preventive measures are therefore needed to ensure the preservation of the public peace, health, or safety"; and

WHEREAS, pursuant to California Government Code Section 51178, the State Fire Marshal is required to identify areas in the State as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas; and

WHEREAS, pursuant to California Government Code Section 51178.5, within 30 days after receiving a transmittal from the State Fire Marshal that identifies Fire Hazard Severity Zones, the City is required to make the information available for public review and comment in a format that is understandable and accessible to the general public, including, but not limited to, maps; and

WHEREAS, pursuant to California Government Code Section 51179(a), the City is required to designate, by ordinance, Moderate, High, and Very High Fire Hazard Severity Zones in its jurisdiction, within 120 days of receiving recommendations from the State Fire Marshal pursuant to California Government Code Section 51178; and

WHEREAS, the State Fire Marshal released a map identifying Fire Hazard Severity Zones in the City on March 24, 2025; and

WHEREAS, the City made the map and information regarding Fire Hazard Severity Zones available for public review and comment on its website; and

WHEREAS, the West Covina Fire Department has reviewed the map and believes it accurately represents the Moderate, High, and Very High Fire Hazard Severity Zones in the City; and

WHEREAS, the City Council considered all public input regarding the map at a regular meeting on July 1, 2025; and

WHEREAS, the City Council desires to designate the Fire Hazard Severity Zones as recommended by the State Fire Marshal; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein.

SECTION 2. Designation of Fire Hazard Severity Zones. The City Council hereby designates the Fire Hazard Severity Zones as recommended by the State Fire Marshal pursuant to California Government Code Section 51178, as depicted in the map entitled "City of West Covina-Los Angeles County Local Responsibility Area Fire Hazard Severity Zones" published by the State Fire Marshal on March 24, 2025. The map is attached hereto as Exhibit "A" and incorporated herein. The map shall be made electronically available on the City's website.

SECTION 3. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines.

SECTION 4. Inconsistencies. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. 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 6. Uncodified Ordinance. This Ordinance shall not be codified in the West Covina Municipal Code unless and until the City Council so ordains.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in as required by law.

SECTION 8. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

SECTION 9. Transmittal to Board of Forestry and Fire Protection. The Fire Department shall transmit a copy of this Ordinance to the Board of Forestry and Fire Protection within 30 days of adoption as required by California Government Code Section 51179(c).

SECTION 10. Posting at County Agencies. The Fire Department shall cause a notice to be posted at the Office of the County Recorder, County Assessor, and County Planning Agency identifying the location of the map as required by California Government Code Section 51179(g).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2532 was introduced at a regular meeting of the City Council held on the 1st day of July, 2025, and adopted at a regular meeting of the City Council on the ____ day of _____, 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

MAP

CITY OF WEST COVINA – LOS ANGELES COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 1 2

Km 0 1 2 3

Projection: NAD 83 California Teale Albers
Scale: 1:44,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: July 1, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING TO CONSIDER THE ISSUANCE OF TAX-EXEMPT BONDS FOR EMANATE HEALTH QUEEN OF THE VALLEY HOSPITAL**

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Emanate Health .
2. Adopt the following Resolution:

   RESOLUTION NO. 2025-42 - A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY NOT TO EXCEED $90,000,000, FOR THE BENEFIT OF EMANATE HEALTH, TO FINANCE AND/OR REFINANCE CAPITAL PROJECTS WITH RESPECT TO CERTAIN HEALTHCARE FACILITIES LOCATED IN THE CITY OF WEST COVINA

BACKGROUND:

The California Statewide Communities Development Authority (CSCDA) was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. More than 500 cities, counties and special districts, including the City of West Covina, have become Program Participants to CSCDA – which serves as a conduit issuer and provides access to an efficient mechanism to finance locally-approved projects. CSCDA helps local governments build community infrastructure, provide affordable housing, create jobs, make access available to quality healthcare and education, and more. CSCDA provides an important resource to local government members.

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of West Covina. CSCDA has issued more than $70 billion through 1,600 plus financings since 1988.

CSCDA has requested that the City conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing for the issuance of up to $90 million in tax-exempt bonds, of which $74 million will be used for the financing of Emanate Health (Emanate) facilities in West Covina. The remainder of the bonds will be used by Emanate or one of its affiliates to finance or refinance projects located in the City of Covina and the City of Glendora. The West Covina facility is Emanate Health Queen of the Valley Hospital Campus (Queen of the Valley) located at 1115 S. Sunset Avenue.

In order for all or a portion of the bonds to qualify as tax-exempt bonds, the City of West Covina, as the governmental unit having jurisdiction over the area in which the facility is located, must conduct a TEFRA hearing. The TEFRA hearing is intended to provide members of the community an opportunity to speak on behalf of or against the use of tax-exempt bonds for the financing of the project.

Once the TEFRA hearing has been conducted, an "applicable elected representative" of the governmental unit hosting the proposed project must provide its approval of the issuance of the bonds for the financing of the project. The City Council, as the elected legislative body of the City, is an applicable elected representative.

DISCUSSION:

Emanate is seeking tax-exempt bonds in a principal amount not to exceed $74 million for three facilities in West Covina. Since the facilities to be financed are located within the jurisdiction of the City of West Covina, the City has been asked to conduct a TEFRA hearing and adopt a resolution that approves the issuance of the bonds for the benefit of Emanate (Attachment 1).

Emanate will utilize the bonds for the expansion of Queen of the Valley Hospital. The City approved the Specific Plan on November 5, 2019. Proceeds of the financing will be used for the Queen of the Valley Hospital's expansion of its Emergency Department and Intensive Care Unit, Cancer Center Building, and Primary Care and OBGYN Clinics. A summary of each facility is outlined below:

- **1115 South Sunset Avenue, West Covina, CA 91790**

  - Emergency Department and Intensive Care Unit. Currently in-progress construction project of Queen of Valley Hospital Emergency Department and Intensive Care Unit, which is designed as a two-story 60,000 square foot building. The building is expected to include a 60-bed emergency department and a 24-bed intensive care unit and related support space. The building is in its final phase of completion, and the anticipated occupancy for patient services is Q1 of 2026.

  - Equipment and Installation. This is an equipment and installation project at Queen of Valley Hospital. The Philips Azurion B20/15 system is designed to enhance treatment capabilities and support more effective device guidance and placement in neuro and cardio/cardio-vascular interventions. This is designed around a single, standardized hardware and software platform that can be upgraded and expanded as new needs arise or requirements change. Its architecture is made to easily integrate with third-party applications and devices. A new workflow approach aims to support interventional teams in carrying out more procedures for more patients, more consistently and efficiently with great ease of use.

  - Medication and Anesthesia Automated Dispensing Equipment. This project involves system-wide upgrades to medication and anesthesia dispensing equipment. Specifically, Omnicell is used as an automated medication dispensing system in hospitals to improve

efficiency and reduce errors in medication management. It automates tasks like dispensing medications, managing inventory, and tracking usage, allowing pharmacists and nurses to focus on patient care. Automated Dispensing Cabinets provide visibility of stock to prevent overstocking, waste, stock outs, automatic restock based on defined triggers. Omnicell's Digital Ecosystem delivers data intelligence with descriptive (MedXpert) and predictive and prescriptive (Insights) analytics.

- **1115A South Sunset Avenue, West Covina, CA 91790**

  - Cancer Center Building. Currently in-progress projects at the Cancer Center Building at Queen of Valley Hospital, including equipment-related projects.

- **1135 South Sunset Avenue, West Covina, CA 91790**

  - 3rd Floor Expansion. This project involves improvements for the expansion of the Primary Care Clinic located on the third floor at 1135 Sunset Ave, Medical Arts building, encompassing 7,285 square footage which includes 18 exam rooms, 2 procedure rooms and other support spaces.

  - 4th Floor Expansion. This project involves improvement for the expansion on the OBGYN Clinic located on the 4th floor at 1135 Sunset Ave, Medical Arts building, encompassing 5,735 Square footage which includes 14 exam rooms, 1 procedure room and other support spaces.

The public hearing was originally scheduled for June 17, 2025. Notice of the public hearing was published in the San Gabriel Valley Tribune on June 3, 2025. As the public hearing was rescheduled to the July 1, 2025 City Council meeting, notice of the public hearing was posted on the City's website at https://www.westcovina.org/departments/city-clerk/public-hearing-notices, as authorized by 26 CFR section 1.147(f)-1(d)(4).

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Gerardo Rojas, Acting Economic Development & Housing Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing. The City is not committed in any manner if the bonds are issued.

Attachments

Attachment No. 1 - Resolution No. 2025-42

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (EMANATE HEALTH), SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $90,000,000 FOR THE PURPOSE OF FINANCING AND/OR REFINANCING THE ACQUISITION, CONSTRUCTION, EQUIPPING, IMPROVEMENT, RENOVATION, REHABILITATION AND/OR REMODELING (INCLUDING BY REIMBURSING EXPENDITURES MADE FOR SUCH PURPOSES) OF HOSPITAL, HEALTH CARE AND RELATED FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

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

WHEREAS, Emanate Health, a California nonprofit public benefit corporation (the "Corporation"), has requested that the California Statewide Communities Development Authority (the "Authority") participate in the issuance of in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $74,000,000 (the "Bonds") for the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of hospital, health care and related facilities (the "Facilities") to be owned and operated by the Corporation or one of its affiliates (the "Project") and located within the City of West Covina (the "City"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Facilities are located or to be located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority for the purposes of financing and/or refinancing the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of

refinancing the Bonds which financed the Facilities (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

SECTION 1. The City Council hereby approves the issuance of the Bonds and Refunding Bonds by the Authority for the purposes of financing and/or refinancing the Project. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds and Refunding Bonds by the Authority and of the financing and/or refinancing of the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the issuer of the Bonds and the governmental unit having jurisdiction over the area in which the Facilities are located or are to be located, in accordance with said Section 147(f); and (b) Section 9 of the Agreement.

SECTION 2. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

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 1st day of July, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-42 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 1st day of July, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk