



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**OCTOBER 21, 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 OCTOBER 21, 2025, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Chaplin Kelly Dupee from the West Covina Police Department

PLEDGE OF ALLEGIANCE

Led by Councilwoman Diaz

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- **CERTIFICATE FOR PUBLIC SAFETY OFFICER BLAKEMAN**
- **PRESENTATION OF THE FIRE PREVENTION WEEK POSTER CONTEST**
- **HISPANIC HERITAGE MONTH**
- **FILIPINO AMERICAN HISTORY MONTH**

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.

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

COMMUNITY DEVELOPMENT

1) CONSIDERATION OF ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 24-25 - PROJECT NO. 23027

It is recommended that the City Council:

1. Accept the work performed by Superior Pavement Markings, Inc. for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027) with a final contract amount of \$283,501.57; and
2. Authorize the Acting City Manager and Deputy City Clerk to execute the Notice of Completion and file the Notice of Completion with the County of Los Angeles Registrar-Recorder; and
3. Authorize the Acting City Manager to release a retention once appropriate.

FIRE DEPARTMENT

2) CONSIDERATION OF PURCHASE ORDER WITH LIFE ASSIST, INC. FOR FIRE DEPARTMENT EMERGENCY MEDICAL SUPPLIES

It is recommended that the City Council authorize the Acting City Manager to negotiate and execute a purchase order with Life Assist, Inc. for medical supplies for a term of five (5) years, in an annual amount not-to-exceed \$230,000 utilizing the pricing provided to the Pasadena Fire Department.

3) CONSIDERATION OF ADOPTION OF ORDINANCE ADOPTING THE 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE

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

ORDINANCE NO. 2534 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 10 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, WHICH ADOPTS BY REFERENCE THE 2024 INTERNATIONAL FIRE CODE, WITH LOCAL AMENDMENTS, AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, AND AMENDING PROVISIONS OF CHAPTER 4.5 OF THE WEST COVINA MUNICIPAL CODE

POLICE DEPARTMENT

4) CONSIDERATION OF EXPENDITURES OF FISCAL YEAR 2025-26 SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT FUNDS

It is recommended that the City Council approve using Fiscal Year (FY) 2025-26 Supplemental Law Enforcement Services Account (SLESA) funds totaling \$167,231 for the frontline law enforcement supply and service items listed in the staff report.

5) CONSIDERATION OF 2025-26 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

It is recommended that the City Council:

1. Accept 2025-26 Grant Number PT26157 from the State Office of Traffic Safety (OTS), and authorize the Acting City Manager and authorized designees to execute the Grant Agreement and all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2025-82 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE

FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (OFFICE OF TRAFFIC SAFETY GRANT)

PUBLIC WORKS

6) CONSIDERATION OF AUTHORIZATION TO PROCURE THREE FULLY ELECTRIC VEHICLES UTILIZING DEPARTMENT OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) VOUCHER PROGRAM

It is recommended that the City Council:

1. Authorize the purchase of fully electric vehicles utilizing the Department of Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program, including:
 - One (1) 2025 Ford E-Transit Van
 - One (1) 2025 Ford F-150 Lightning
 - One (1) Ford Electric Sedan or equivalent pending availabilityIf pricing allows, an additional electric sedan or equivalent will be procured, for a total not-to-exceed amount of \$153,050.
2. Authorize the Acting City Manager to execute any documents required to utilize the Department of Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program;
3. Authorize the Acting City Manager to execute the purchase order(s) and/or agreement(s) required for the purchase of the vehicles, and
4. Adopt the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (EECBG VOUCHER PROGRAM)

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

COMMUNITY DEVELOPMENT

7) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2533 (CODE AMENDMENT NO. 25-01) TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS WITH APPROVAL OF A CONDITIONAL USE PERMIT

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

ORDINANCE NO. 2533 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

PUBLIC WORKS

8) UPDATE - LANDSCAPE MAINTENANCE SERVICES FOR LANDSCAPE MAINTENANCE DISTRICTS (LMDs) AND COASTAL SAGE AND SCRUB AREAS AT SPORTSPLEX

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

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

Date November 4, 2025

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

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

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

Sec. 2-50. Decorum--Required.

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

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

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

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

The following are excerpts from the Penal Code

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

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 24-25 - PROJECT NO. 23027

RECOMMENDATION:

It is recommended that the City Council:

1. Accept the work performed by Superior Pavement Markings, Inc. for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027) with a final contract amount of \$283,501.57; and
2. Authorize the Acting City Manager and Deputy City Clerk to execute the Notice of Completion and file the Notice of Completion with the County of Los Angeles Registrar-Recorder; and
3. Authorize the Acting City Manager to release a retention once appropriate.

BACKGROUND:

On September 17, 2024, the City Council awarded a construction services agreement totaling \$265,709.00 to Superior Pavement Markings, Inc. for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY24-25 Project (Project No. 23027). The project construction budget included a contingency budget of \$39,856.00 (15% of awarded amount) for any unforeseen conditions as necessary. The total established construction budget was \$305,565.00.

The project included pedestrian and vehicle traffic safety improvements at 29 locations throughout the City, as well as an additional five locations.

DISCUSSION:

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$283,501.57, which is within the approved construction budget.

The City retains five percent (5%) of each payment to the contractor as retention to ensure payment to subcontractors and material suppliers before final payment to the contractor. The City Council's acceptance of the project and the City's recordation of the Notice of Completion trigger timeframes within which subcontractors or material suppliers must file claims for payment if they have not been paid by the contractor. If no claims are filed within 35 days of the filing of the Notice of Completion, the City will release retention and any remaining amount due to the contractor.

LEGAL REVIEW:

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

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 the breakdown of the project budget:

Construction Cost	\$265,709.00
Contingency Budget allowance authorization to staff to utilize for unforeseen conditions as necessary (15%)	\$39,856.00
Total Construction Budget	\$305,565.00
Actual Expenditures	\$283,501.57
(Over)/Under Budget	\$22,063.43

Account 237.50.380.85.00.00.72.72000.

Attachments

Attachment No. 1 - Notice of Completion

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
An Accessible Community

ATTACHMENT NO. 1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City Clerk City of West Covina 1444 W. Garvey Ave. S. West Covina, CA 91790 EXEMPT FROM RECORDING FEES – GOVERNMENT CODE §§ 6103, 27383	
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SPACE ABOVE LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION (California Civil Code § 9204)

NOTICE IS HEREBY GIVEN THAT:

1. Name and Address of Owner. The City of West Covina ("City"), a municipal corporation, whose address is 1444 W. Garvey Ave. S., West Covina, CA 91790, is the fee owner of the public work of improvement described herein and of the property containing said public work of improvement.
2. Description of Public Work of Improvement. The public work of improvement is the project known as: Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027).
3. Location of Public Work of Improvement. The public work of improvement is generally located at: Multiple Locations - Citywide.
4. Award of Contract; Contractor. On September 17, 2024, the City awarded a contract to construct the public work of improvement to Superior Pavement Markings, Inc., 5312 Cypress St., Cypress, CA 90630.
5. Date of Completion. The public work of improvement was completed to the satisfaction of the City Engineer on: September 22, 2025.
6. Date of Acceptance. The City Council accepted the public work of improvement on October 21, 2025.

Milan Mrakich, Acting City Manager Date
City of West Covina

VERIFICATION

I, the undersigned, say: I am the Deputy City Clerk of the City of West Covina, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at West Covina, California.

Monique S. De La Rosa
Deputy City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF PURCHASE ORDER WITH LIFE ASSIST, INC. FOR FIRE DEPARTMENT EMERGENCY MEDICAL SUPPLIES

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to negotiate and execute a purchase order with Life Assist, Inc. for medical supplies for a term of five (5) years, in an annual amount not-to-exceed \$230,000 utilizing the pricing provided to the Pasadena Fire Department.

BACKGROUND:

The Fire Department responds to nearly 7,600 emergency medical calls annually and uses a variety of medical supplies when responding to those calls that require the provision of emergency medical care. In support of this effort, staff purchases a variety of medical supplies and equipment to ensure the Department's first responders are prepared to treat patients with medical conditions and traumatic injuries. This helps to ensure the Department is able to provide critical pre-hospital emergency medical care, as required by the Los Angeles County Emergency Medical Services Agency. From 2020 to 2024, the Fire Department's emergency calls for service increased by 15%, with approximately 70% of calls being medical and trauma related. Based on this increase in calls for service, it is vital that the Fire Department maintain an inventory of essential EMS supplies.

The Fire Department maintains an inventory of paramedic field supplies including medications, intravenous fluids, assorted needles, bandages, splints, tape, gloves, oxygen masks, EKG paper, electrodes, and other miscellaneous medical supplies. These items are used regularly during medical treatment of patients and standard emergency operations. The Fire Department also maintains field supplies to mitigate larger-scale incidents in the event of a disaster. Traditionally, paramedic field supplies utilized by the Fire Department are re-stocked using multiple private suppliers. Given their ability to deliver a large and varied supply of EMS products since the 1970s, Life-Assist has become the Department's largest supplier of medical supplies.

DISCUSSION:

For the past several years, the notable increases in both call volume for EMS and the use of paramedic supplies have caused the Fire Department to request additional funding for the year's paramedic supply purchases. For reference, there has been a 42% increase in intravenous supplies, 30% increase in oxygen supplies, and 28% increase in cardiac arrest supplies in the past year alone. Additionally, there have also been multiple national back orders of commonly ordered medications for the past three years. These back orders have forced the Department to order similar medications at much higher prices. For

instance, the Department has experienced back orders of critical lifesaving medications such as epinephrine, sodium bicarbonate, calcium chloride, dextrose, and normal saline. Moreover, recent changes in EMS equipment requirements mandated by the Los Angeles County Department of Health Services (DHS) have necessitated having more EMS supplies on-hand.

Pursuant to Section 2-335(7) of Division 2 of Article VII of Chapter 2 of the West Covina Municipal Code, purchases made using another governmental or public agency's contract of substantially the same terms (known as "piggybacking") 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 Chapter 2 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 Invitation for Bids (Attachment No. 1) 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 with Life-Assist, Inc. compared to the City performing its own procurement.

Life-Assist, Inc. has performed satisfactorily as the City's paramedic supply vendor since the 1970s. The company has delivered the required paramedic field supply products on time and as specified. Furthermore, Life-Assist, Inc. products are utilized by several agencies such as the Pasadena Fire Department, Burbank Fire Department, La Verne Fire Department, Glendale Fire Department, Arcadia Fire Department, Ontario Fire Department, and Santa Monica Fire Department. By approving the purchase order with Life-Assist, Inc. the City ensures a quality inventory of paramedic field supplies at a fiscally responsible cost.

Piggybacking on larger agency contracts enables the City of West Covina the opportunity to purchase supplies in small quantities at volume pricing. Essentially, this method allows savings in time, resources, and cost by leveraging another agency's successful competitive bidding process and its more economical bulk pricing for the same or similar supplies. Additionally, Life-Assist, Inc. offers a 25% discount for all items not listed on the bid.

Therefore, staff recommends that the City Council authorize the Acting City Manager to negotiate and execute a purchase order with Life-Assist, Inc. for medical supplies for a term of five (5) years, in an annual amount not to exceed \$230,000 utilizing the pricing provided to the Pasadena Fire Department.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Mike Browne, Acting Fire Chief

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

If approved, a purchase order will be generated with Life-Assist, Inc. The total amount of the purchase order is budgeted annually in the Fire Department Medical and Oxygen Supplies Account No. 110.502.32.10.00.00.62330.

Attachments

Attachment No. 1_City of Pasadena Competitive Bid_Life-Assist

Attachment No. 2_City of Pasadena_Life-Assist Staff Report

Attachment No. 3_City of Pasadena Multi-Year PO 1st Extension

Attachment No. 4_Life Assist Itemized

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



COMPETITIVE BID

FURNISH AND DELIVER
MEDICAL SUPPLIES
FOR THE
FIRE DEPARTMENT
CITY OF PASADENA, CALIFORNIA



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Attachments:

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1.0 NOTICE INVITING BIDS

FOR MEDICAL SUPPLIES

1.1 Delivery Instructions

Bids will be received electronically through Planet Bids (www.planetbids.com). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgement of all addendums. Bids will be received prior to **2:00 pm Monday, June 6, 2022**, and will be opened online at that time. The bids shall be clearly titled:

MEDICAL SUPPLIES

Copies of the Specifications may be obtained by mail or in person from the Purchasing Division, 100 N. Garfield Ave., Room S-349, Pasadena, CA 91109, Telephone No. (626) 744-6755.

Refer to the Specifications for complete details and bidding requirements. The Specification and this Notice shall be considered a part of any contract made pursuant thereunder.

1.2 Bid Conference

The City does not plan to hold a pre-bid conference. Instead, the City will accept written questions via email.

1.3 Release Date

Release Dated: Thursday, May 19, 2022

CYNTHIA J. KURTZ

Interim City Manager



2.0 INSTRUCTIONS TO BIDDERS

2.1 Summary

The Pasadena Fire Department (PFD) is seeking a vendor to furnish and delivery medical supplies as required.

2.2 Contact Information

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

Project Contact:

Cynthia Foronda

Senior Office Assistant

Email: cforonda@cityofpasadena.net

Phone: [\(626\) 744-7182](tel:(626)744-7182)

Procurement Contact:

Antonio Watson

Project Manager

Email: awatson@cityofpasadena.net

Phone: [\(626\) 744-8382](tel:(626)744-8382)

Department:

Fire Department

2.3 Timeline

Release Project Date	May 19, 2022
Question Submission Deadline	May 26, 2022, 2:00pm
Bid Submission Deadline	June 6, 2022, 2:00pm



3.0 GENERAL INSTRUCTIONS

3.1 General Bid Requirements

To be considered, a bidder must follow the format for bids in the specifications. Bids must be binding and firm. Any bid may be withdrawn before bid opening but not for 90 days after opening.

3.2 Bidder Must Make Thorough Investigation

It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint themselves with the specifications and the nature of the work to be done. The bidder shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions.

3.3 Acceptance of Conditions

By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

- A. All parts of the Instructions to Bidders and Specifications will become part of the Contract between the selected bidder and the City;
- B. The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;
- C. The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- D. The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project, shall be final, binding and conclusive;
- E. The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- F. This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

3.4 Truth and Accuracy of Representation

False, incomplete or unresponsive statements in connection with the bid may be sufficient cause for rejection of a bidder.

3.5 City Changes to the Bid Documents

The City reserves the right to change any part of these Instructions to Bidders and Specifications any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of the addenda may result in the bid not being considered. If the City determines that a time extension is required for the bid, the addenda will give the new submission date.



3.6 Notice Regarding Disclosure of Contents of Document

All bids accepted by the City at the time of bid opening shall become the exclusive property of the City. Upon opening, all bids 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 bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder 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 under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

3.7 Award of Bid and Determination of Responsiveness

The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- A. The quality of the material offered;
- B. The ability, capacity and skill of the bidder to perform the contract or provide the material or services;
- C. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- D. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the material or services;
- E. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- F. The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- G. Litigation by the bidder on previous orders or contracts with the City;
- H. The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;

3.8 Errors and Omissions

Bidders shall not be allowed to take advantage of any errors or omissions in the Instructions to Bidders or Specifications. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

3.9 Patent Feed; Patent, Copyright, Trade Secret, and Trademark Fees

Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

3.10 Taxes

Price bid shall include all federal, state, local and other taxes.

3.11 Local Bidders; Refund of Sales and Use Tax



For the purpose of determining the lowest bidder on a contract for materials and supplies only, 1.75% of that portion of the bid subject to sales or use tax shall be deducted from any bid where it is determined that if such bidder were awarded the contract, the City would receive a refund of the 1.75% sales and use tax pursuant to the Uniform Sales and Use Tax Ordinance of the City of Pasadena.

3.12 Special Requirements of Contractors

There is a separate packet of forms as part of these specifications that a bidder must complete to establish compliance with a number of special City of Pasadena requirements, including, but not limited to, Equal Employment and Affidavit of Non Collusion. These forms and their instructions should be considered an integral part of the specifications and failure to complete them shall be grounds, in the sole discretion of the City, for rejection of any bidder.

3.13 Public Contract Code Sec. 9204 New Public Works Claims Procedure

As detailed in the Section Titled [#Public Works Claims Procedure](#) new Public Contract Code Section 9204, effective January 1, 2017, specifies new procedural requirements for claims submitted by a contractor on any public works project.

3.14 Federal Terms and Conditions

In as much as there are Federal Requirements for this solicitation please see the Section named [#Federal Terms and Conditions](#).



4.0 SPECIAL CITY REQUIREMENTS

4.1 Equal Employment Opportunity in Contracting

Policy - The City of Pasadena is committed to a policy of Equal Employment:

- Contracting. 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 bidder may be required to submit documentation during the term of the contract to evidence on going compliance with the City's Equal Opportunity Practices Provisions. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Required Forms – Each bidder must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless bidder has an approved Form on file with the City.

Questions regarding Chapter 4.08 of the Pasadena Municipal Code and regulations adopted pursuant thereto should be directed to the Department of Finance, Purchasing Division 626.744.6755.

4.2 Declaration of Non-Collusion by Contractor

The City requires that each bidder executes and submits to the City with the Bid, the attached Declaration of Non Collusion.

4.3 Local Preferences

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 that result from the performance of this contract and which are performed within the City.

4.4 Protest Procedure

This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City of Pasadena, it must be submitted in accordance with the procedures outlined in the FORMAL SOLICITATION PROTEST PROCEDURE found at the following link: (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>). A protest submitted that is not in accordance with this procedure, may be returned to the submitting party without any further action by the City of Pasadena.

4.5 Bid Shall Remain Open

Bidder agrees that their bid shall remain open and shall not be withdrawn for a period of not less than one hundred and twenty (120) calendar days from the date of opening bids, or until rejected by the City, whichever occurs first.

4.6 Equivalents to Specifications



The material, equipment or service offered by the bidder will meet all requirements of the specifications in this Notice Inviting Bids. Questions requesting approval of equals must be submitted before the deadline for questions to the City contacts listed in the Bid Invitation. Bidder must provide all information (no pricing) with their bid in order for the City to determine if the product offered is an equal to the manufacturer specified and/or meets the technical specifications. This includes details for each item to which a proposed equal will be taken, proposed make and model specifications, and any other information on the material specified herein regarding approved equals requested. Bidder must state brand name and/or manufacturer of each item proposed and include detailed specifications. All guarantees and/or warranties must also be stated. Parts and materials must be latest model or current date and meet specifications.

During the question and answer period, the City reserves the right to determine whether equivalents meet the bid specifications of the City, and are equal to the manufacturer specified or the stated technical specifications. The decision of the City regarding equality shall be final.



5.0 GENERAL SPECIFICATIONS

5.1 BID PROPOSAL QUANTITIES

The quantities contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City may, in accordance with the specifications, order more equipment and/or materials as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of material actually provided as determined by the City and accepted at the unit prices noted in the bid.

5.2 EVALUATION OF BID

Bids will be evaluated based on the lowest Grand Total Price submitted in the Bidders' Proposal. The contract award will be made from among responsive and responsible bidders. In case of a discrepancy between the unit prices and item total, the unit price shall govern. In the event of a discrepancy between the item totals and the grand total price the item totals shall prevail. The prices will be subject to adjustment by the City on that basis in the event of discrepancy and bid awarded.

Bidder must bid on all items listed on the Bid Price Sheet. The City anticipates the order amount of the items listed in the Bidder's Proposal. However, the City of Pasadena does not imply nor make any commitment to purchase a specific quantity. The City may increase or decrease the quantities based on the current requirements, and the contractor agrees to furnish more or less of the items stated in the Bidder's Proposal. Additional varieties of the items may be ordered as a result of this bid. Award of contract shall be based upon the grand total price of items contained in the Bidder's Proposal.

The Market Basket in this solicitation is established to represent 80% of the total estimated value of the contract to be awarded. As a result, the list of goods to be purchased under this solicitation includes the top 20 goods purchased by dollar volume. Prices for the remaining goods for this solicitation are represented by dollar value in the Grand Total, though they will not be a part of the market basket analysis.

5.3 SAMPLE CONTRACT

A sample of the contract the successful bidder will be required to enter into with the City is attached hereto and by this reference incorporated herein and made part of these specifications.

5.4 LICENSE AND PERMITS

Contractor shall obtain and pay for any required business license under Title 5 of the Pasadena Municipal Code. For further information contact Municipal Services Department at (626) 744-4166, Monday-Friday between 8am and 5pm.

5.5 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly



describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

5.6 System for Award Management (SAM.Gov)

Prior to contract award, the lowest responsive and responsible bidder must provide an active registration with "Sam.Gov." Vendors seeking to register can register for free at the following link: <https://sam.gov/content/entity-registration>

5.7 BID YOUR FULL EQUAL OR BETTER

Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and have all the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

5.8 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.

5.9 PAYMENT

Section 9-3 of the "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION" is hereby replace with the following: Payment will be made when invoice has been submitted upon the completion this project.

5.10 LIABILITY INSURANCE

Proof of insurance is not required to be submitted with your bid, but will be required prior to the City's award of the contract. A copy of the City standard is included in this solicitation.

5.11 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)

The apparent low bidder 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



5.12 DURATION OF CONTRACT

The initial term of the contract resulting from these Specifications shall be for three years from the date of execution by the City. The contract may be extended for two optional one-year extension periods subject to the approval of the City Manager.

5.13 PRICE ADJUSTMENTS

At the conclusion of the first contract year and prior to the commencement of the second contract year or any subsequent contract extension period, the contractor may request unit price increases. Under no circumstances shall the City accept price increases, which exceed the rate of the then current Consumer Price Index (C.P.I.) for the latest available preceding 12 month period.

5.14 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.



6.0 BID SPECIFICATIONS

6.1 SCOPE OF SERVICES

The Pasadena Fire Department (PFD) is seeking a vendor to furnish and delivery medical supplies as listed in this bid. Successful bidders must be authorized distributors for the product offerings, and must submit documentation indicating the authorized purchase of the listed supplies. The vendor must honor all the manufacturers' warranties.

The vendor must have a sales representative available for support and questions. Any necessary sales support through training and/or demonstration of products and equipment must be provided by the vendor.

6.2 DELIVERY

Orders for medical supplies will be placed on a weekly basis, approximately 52 times a year. Items ordered must be delivered to the address listed below at Fire Station 37 within three business days. Normal delivery hours are Monday through Friday: 8:00AM to 5:00PM PST. Orders must be shipped the same day if placed by 5:00pm PST. All delivery costs under the weekly order schedule must be included in the unit pricing.

Fire Station 37 Address:

3430 E Foothill Blvd, Pasadena, CA 91107

Failure to adhere to weekly services and delivery performance requirements may be cause for immediate termination of the contract. All items are to be delivered Free On Board (FOB) to Fire Station 37 in the City of Pasadena.

Emergency orders may occur on rare occasions when special or additional supplies are needed on short notice. Deliveries for emergency orders must occur within 24 hours. All delivery costs for emergency orders must be clearly indicated in the Table in the Bidder's Proposal.

6.3 BRANDS

Any manufacturer's names, trade names, brand names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item; such bids shall state brand name and number and include detailed specifications. Bidder must state alternate brand name and/or manufacturer of each item proposed in this bid in the "Approved Equal Bid Table."

Parts and materials must be latest model or current date and meet specifications. Bids will be considered on equipment or material complying with specifications. No deviations or substitutions for the items listed in the Bid Table will be accepted.

For all items where bidders are quoting an "approved equal", bidder must provide all information with their bid in order for the City to determine if the product offered is an equal to the brand specified and/or meets the technical specifications. The City reserves the right to determine whether the alternate brand is equal to the brand specified or the stated technical specifications. The decision of the City regarding equality shall be final.



Lowest responsive bidder not to be determined solely based on price. Past experiences, quality, custom online capabilities and adaptability in respect to the requirements will be taken into consideration.

6.4 MISCELLANEOUS MEDICAL SUPPLIES

The City estimates that it will purchase \$30,000 in Medical Supplies not listed in this bid. Bidders are required to provide an electronic PDF file of their catalogue of the Medical Supplies they provide at the time of bid, which must include list prices and detailed descriptions. Additionally, in the Bidder's Proposal, Bidders are required to indicate their total percentage discount or markup on the estimated \$30,000 of Miscellaneous Medical Supplies in terms of dollars (\$).

6.5 EQUIVALENTS

For bidders proposing "Equivalents" to the items listed in the BIDDER'S PROPOSAL, please provide all the information on the attached "Equivalents Table." Bidders must bid on all items listed in the Bidder's Proposal. No unapproved substitutions for the items listed in the Bid Table will be accepted. All requests for approved equivalents must be submitted during the Q&A period. The City reserves the right to determine whether the alternate brand is equal to the brand specified or the stated technical specifications. Supporting materials must be provided by the bidder at the time of bid for any items proposed as "Equivalents" or the bid may be deemed non-responsive. The decision of the City regarding equality shall be final. Incomplete bids may be deemed non-responsive.



7.0 BIDDER'S PROPOSAL

To the Honorable City Council of the City of Pasadena, California

In response to the Notice Inviting Bids for **MEDICAL SUPPLIES** the undersigned proposes and agrees to furnish the required material in strict conformity with the general and detailed specifications and data on manufacturer's data sheets and/or exceptions made part of the bid and accepted by the City in writing.

Each bidder must bid on all items shown in the Bidder's Pricing Table. If any bidder makes any alteration, interlineation or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal and may be rejected.

The price bid shall include any and all charges required under the California Retail Sales Act of 1933 as amended and the California Use Tax Act of 1935.

Instructions: For each Item, please multiply the Unit Price by the corresponding Quantity to determine the Item Price. Sum the Item Prices to determine the Item Total. Sum the Item Total and the Sales Tax to determine the Grand Total Price.

All bid pricing must be entered into Planet Bids or the bid may be considered informal and deemed non-responsive, do not use a separate document attachment to represent your pricing. All required attachments must be completed and uploaded electronically into Planet Bids (www.planetbids.com) prior to the set bid date and time in the "Notice Inviting Bids."

BID PROPOSAL TABLE

Line Item	Description	Manuf Number	Manufacturer	Unit of Measure	Quantity	Unit Cost	Total
1	i-gel O2 Resus Pack, Small Adult, Size 3 [*]	8703030	INTERSURGICAL	ea	15	20.25	303.75
2	i-gel O2 Resus Pack, Medium Adult, Size 4 [*]	8704030	INTERSURGICAL	ea	15	20.25	303.75
3	i-gel O2 Resus Pack, Large Adult, Size 5 [*]	8705030	INTERSURGICAL	ea	15	20.25	303.75
4	Guedel Airway 60mm B [*]	43060-50	ADC	ea	10	0.62	6.20
5	Guedel Airway 70mm W [*]	43070-50	ADC	ea	10	0.62	6.20
6	Berman Airway, 80mm, Green [*]	121803	Teleflex	ea	10	0.17	1.70
7	Berman Airway, 90mm, Yellow [*]	121804	Teleflex	ea	100	0.17	17.00
8	Berman Airway, 100mm, Red [*]	121805	Teleflex	ea	100	0.17	17.00
9	BriteView Laryngoscope Blade, Miller #1, Pink [*]	LB51MIL1-DS	Hartwell Medical	ea	5	6.25	31.25
10	BriteView Laryngoscope Blade, Mac #3, Orange [*]	LB51MAC3-DS	Hartwell Medical	ea	5	6.25	31.25
11	BriteView Laryngoscope Blade, Mac #4, Green [*]	LB51MAC4-DS	Hartwell Medical	ea	5	6.25	31.25



Line Item	Description	Manuf Number	Manufacturer	Unit of Measure	Quantity	Unit Cost	Total
12	Masimo M-LNCS DCI-I Reusable Sensor, Adult [*]	2501	MASIMO	ea	2	150.00	300.00
13	Masimo M-LNCS PDTX Disposable Sensor, Pedi, 18" [*]	2510	MASIMO	ea	5	13.00	65.00
14	PHYSIO-CONTROL EDGE Electrode w/QUIK-COMBO Connector, Adult [*]	11996-000091	PHYSIO-CONTROL	ea	5	28.50	142.50
15	DIAGNOSTIX™ Palm Style BP Unit, Adult, Navy Blue [*]	703-11AN	ADC	ea	2	44.00	88.00
16	BD Microtainer Lancets, Low Flow, PURPLE (Bx/200) [*]	366592	BD	BX	5	50.00	250.00
17	Ambu® BLUE SENSOR Electrode, 1.5in h (Packs of 10) [*]	SP 00 S 10	AMBU	pk	6,000	2.00	12,000.00
18	Ambu® Perfit™ ACE Extrication Collar [*]	00 281 000	AMBU	ea	780	4.00	3,120.00
19	Ambu® Perfit™ Mini ACE Extrication Collar [*]	106 281 000	AMBU	ea	60	4.00	240.00
20	CapnoLine Plus Oral Nasal Cannula with O2, ADULT [*]	MVAO100U	Medtronic USA	ea	300	11.00	3,300.00
21	AMSAFE IV Set, 2-MicroClave, Back Check Valve, 15 drop [*]	MRA15B-105	AMSINO	ea	1,806	2.65	4,785.90
22	AMSAFE IV Set, 2-MicroClave, 60 Drop [*]	MRSA602-100	AMSINO	ea	5	3.38	16.90
23	ViaValve™ Safety IV Catheter, 18 ga. x 1 1/4" [*]	326510	SMITH	ea	1,800	1.60	2,880.00
24	ViaValve™ Safety IV Catheter, 20 ga. x 1 1/4" [*]	326610	SMITH	ea	3,400	1.60	5,440.00
25	NitroMist® Nitroglycerin Spray, 230 Metered Sprays [*]	76299-430-08	Mist Pharmaceutical	ea	46	148.00	6,808.00
26	BD PosiFlush™ Pre-Filled Saline Syringe, 10 ml (pack of 30) [*]	306546	BECTON DICKENSON	pk	58	10.50	609.00
27	Epinephrine, 1:10,000 1 mg, 10 ml LifeShield® Syringe [*]	0409-4933-01	PFIZER DDP INJECTABLES	ea	310	60.00	1,860.00
28	Naloxone, 2 mg, 2 ml LUER-JET™ SYRINGE [*]	76329-3369-1	Intern'l Medication Sys.	ea	120	32.50	3,900.00
29	Sodium Chloride IV Solution, 0.9%, B Braun, 1000 ml Bag [*]	0264-7800-09	B Braun	ea	1,944	2.95	5,734.80
30	Pelican Air 1465EMS EMS Case, Orange [*]	014650-0050-150	Pelican Products	ea	20	235.00	4,700.00
31	Ambu® SPUR® II Bag Mask Resuscitator, Adult [*]	000 211 520	AMBU	ea	240	8.50	2,040.00



Line Item	Description	Manuf Number	Manufacturer	Unit of Measure	Quantity	Unit Cost	Total
32	Ambu® SPUR® II Bag Mask Resuscitator, Pediatric [*]	000 213 530	AMBU	ea	12	11.75	141.00
33	Ambu® SPUR® II Bag Mask Resuscitator, Infant [*]	000 212 540	AMBU	ea	5	11.75	58.75
34	CONTINUOUS CARE Nebulizer, Hand Held [*]	MS 101	MEDSOURCE	ea	350	35.00	245.00
35	GRAHAM® MegaMover® Portable Transport Unit [*]	51926	GRAHAM	ea	300	16.50	4,950.00
36	APEX Pro Nitrile Exam Glove, Small [*]	AP12-1	Ansell Healthcare	case	5	190.00	950.00
37	APEX Pro Nitrile Exam Glove, Medium [*]	AP12-2	Ansell Healthcare	case	5	190.00	950.00
38	APEX Pro Nitrile Exam Glove, Large [*]	AP12-3	Ansell Healthcare	case	5	190.00	950.00
39	APEX Pro Nitrile Exam Glove, X-Large [*]	AP12-4	Ansell Healthcare	case	5	190.00	950.00
40	STROBE Eyewear, Black Frame, Clear Lens [*]	49GN80	GATEWAY	ea	5	1.25	6.25
41	i-view Video Laryngoscope [*]	8008000	Intersurgical	ea	5	90.00	450.00
42	DYNAREX Adhesive Bandage, Sheer Strips, 3/4" x 3" (box of 100) [*]	3601	DYNAREX	box	48	1.45	69.60
43	DUKAL™ Trauma Dressing, 10" x 30" [*]	1030TD	DUKAL	ea	50	1.05	52.50
44	KERLIX™ Gauze Bandage, 4.5" x 4.1 yds, Sterile [*]	6715	KENDALL	ea	310	1.40	434.00
45	QuikClot® Combat Gauze LE™, 3" x 4 yds Z-fold [*]	350	Z-MEDICA	ea	160	30.00	4,800.00
46	Deliveries for emergency orders within 24 hours	NA	NA	ea	10	0	0
47	REGULAR DELIVIES (weekly basis within three business days)	NA	NA	ea	1	0	0

MISCELLANEOUS MEDICAL SUPPLIES

Please multiply your percentage discount or markup to a sum of \$30,000, and add to or subtract from \$30,000. Example: 30,000 x 10% markup = \$3,000; plus \$30,000 = \$33,000.

Therefore, 10% markup would fill in \$33,000 in the Unit Cost.



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
48	Miscellaneous Medical Supplies of \$30,000 [*]	30,000	Dollars	0.75	22,500.00



8.0 SIGNATURE PAGE AND LEGAL STATUS

Terms Net 30 days

Delivery shall be no more than NINETY (90) days after receipt of City purchase order.

Firm Life-Assist, Inc.

Contact name Contracts Department

Address 11277 Sunrise Park Drive, Rancho Cordova, CA. 95742

Phone No. 800-824-6016 Fax No. 800-290-9794

Email Address Quotes@Life-Assist.com

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by Corey Farrar

(Name of Firm)

Legal status of bidder: Please check the appropriate box

☒ Corporation State of Incorporation California

☐ Partnership List Names _____

☐ DBA State full name _____ DBA

☐ Other Explain _____

Signature of Bidder Corey Farrar Title Pricing Specialist

(Authorized Signature)

Address 11277 Sunrise Park Drive City Rancho Cordova State CA Zip 95742

Telephone No. () 800-824-6016

Signed this Third day of June, 20 22

ADDENDUM NO. BIDDER'S INITIALS

1. Addendum 1 - CF

2. _____

3. _____



9.0 BIDDER'S CHECKLIST

9.1 TO THE BIDDER

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 bid unacceptable. Please check all appropriate boxes and submit with your bid.

- BIDDER'S PROPOSAL (Signed by Bidder)
- DECLARATION OF NON-COLLUSION (Signed by Bidder)
- VENDOR QUESTIONNAIRE (forms AA1; AA2; & AA3 signed by Bidder)
- SIGNATURE PAGE AND LEGAL STATUS

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



10.0 INSURANCE REQUIREMENTS

10.1 Insurance Requirements

<http://www.cityofpasadena.net/finance/wp-content/uploads/sites/27/Vendors-Materials-and-Supplies.pdf?v=1651615728253>



11.0 PUBLIC WORKS 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.



12.0 INSTRUCTIONS FOR PLANET BIDS

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.



13.0 SAMPLE CONTRACT

TERMS AND CONDITIONS OF PURCHASE ORDER CONTRACT

<https://www.cityofpasadena.net/wp-content/uploads/sites/27/Terms-Conditions-of-Purchase-Order.pdf>



13.1 DECLARATION OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Corey Farrar, being first duly sworn deposes

and says that he/she is Pricing Specialist

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of Life-Assist, Inc. (Insert name of bidder)

who submits herewith to the City of Pasadena a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder 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 bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his 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 thereof, or to any individual or group of individuals, except the City of Pasadena, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury that the above information is correct

By: Corey Farrar Title: Pricing Specialist

Date: 6/3/2022





Purchasing Division

100 N. Garfield Ave., Room 328

Pasadena, CA 91101

(626) 744-6755

(626) 744-6757 Fax

13.2 Vendor Questionnaire (Form AA-1)

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 Life-Assist, Inc. Telephone 800-824-6016

Address 11277 Sunrise Park Drive Fax Number (optional) _____

City Rancho Cordova State CA Zip 95742

Contact Person Contracts Department E-mail Address Quotes@Life-Assist.com

DBA (if applicable) _____

Active City of Pasadena Business License Number N/A

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company would provide on this contract:

Medical Supplies for First Responders

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 _____



Competitive Bid - MEDICAL SUPPLIES

Release Date: Thursday, May 19, 2022

Page 32

13.3 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?		

13.4 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								





Authorized Distributor List

Life-Assist, Inc. is an Authorized Distributor for over 100 manufacturers. Upon request Life-Assist will provide letters from the manufacturers labeling us as Authorized Distributors.

3M Healthcare	Flexicare	PerSys Medical
Abbot Diabetes Care	GE Healthcare	PharmaCare
Alied Healthcare	GMAX Industries	Philips Healthcare
Ambu	GOJO Industries	Physio-Control
Aquability	Graco	Prestan MAnikin
Argon Medical Devices	Graham-Field Health	Prestige Medical
Arkray USA	Halyard Health	Purell
Arrow International	Healthmark Industries	Puritan Medical Products
B. Braun Medical	Hospira	Retractable Tech
Bard Medical	HR Pharmaceuticals	Sage Products
Becton Dickinson	Hudson RCI	Salter Labs
Bionix	Hydrox Laboratories	Samson Strap
Bioseal	Hygenall	Sharps
Cables and Sensors	Kendall Healthcare	Sion Biotext
Cardiac Science	Kimberly-Clark	Steris Corporation
CareFusion	Laerdal Medical	Teleflex
Certa Dose, Inc.	Major Pharmaceuticals	Tyco Mallinckrodt
Clorox Healthcare	Masimo	Valeant Pharmaceuticals
Conmed	Medovations	Vermed
Covidien	Medtronic USA	Vyaire Medical
DuPont	Mercury Medical	Welch Allyn
EKF Diagnostics	Metrex Research	West-Ward Pharmaceuticals
Elkay Plastics	Motion Medical	Zoll Medical
EM Innovations	NDC Inc	Zyno Solutions
Emerson Healthcare	Nephron Pharmaceuticals	
Energizer	NicePak PDI	
Ethicon	Oridion Medical	
Exel International	Owen Mumford	
Flambeau	PAX Bags	



LIFE-A-1

OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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 Foothill Valley Insurance 13 Sierragate Plaza Ste.A Roseville, CA 95678 Tyla A Belton		916-773-4560		CONTACT NAME: Tyla A Belton PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583 E-MAIL ADDRESS: tyla.b@foothillvalley.com	
INSURED Life Assist, Inc. 11277 Sunrise Park Drive Rancho Cordova, CA 95742				INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Berkshire Hathaway Homestate INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 24856 20044	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CA00000250021	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA00000250021	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			GX00000189704	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	LIWC319947	01/01/2022	01/01/2023	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: For Information Purposes Only

CERTIFICATE HOLDER

CANCELLATION

FORIN-1 For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Tyla A Belton</i>

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Life-Assist, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11277 Sunrise Park Drive

6 City, state, and ZIP code
Rancho Cordova, CA 95742

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

9	4	-	2	4	4	0	5	0	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **02/04/2022**

General Instructions

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

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

Purpose of Form

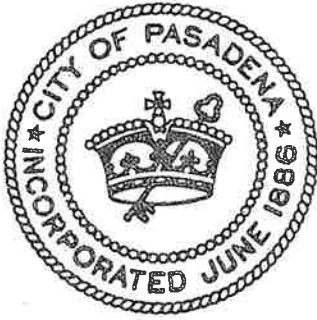
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



Agenda Report

August 1, 2022

TO: Honorable Mayor and City Council

FROM: Fire Department

SUBJECT: AUTHORIZATION TO ENTER INTO CONTRACTS FOR MEDICAL SUPPLIES NOT TO EXCEED \$1,500,000

RECOMMENDATION:

It is recommended that the City Council:

1. Find that this action is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061 (b)(3), the General Rule that CEQA only applies to projects that may have an effect on the environment;
2. Accept the bid dated June 6, 2022 submitted by Life-Assist, Inc. in response to an Invitation for Bid to furnish and deliver medical supplies as requested and authorize the City Manager to enter into a multi-year contract with Life-Assist, Inc. for an amount not to exceed \$1,250,000 which includes \$750,000 for an initial three year term and two optional one-year terms, with each year not to exceed \$250,000 subject to approval by the City Manager; and
3. Accept the bid dated June 6, 2022 submitted by Bound Tree Medical, LLC. in response to an Invitation for Bid to furnish and deliver medical supplies as requested and authorize the City Manager to enter into a multi-year contract with Bound Tree Medical, LLC for an amount not to exceed \$250,000 which includes \$150,000 for an initial three year term and two optional one-year terms, with each year not to exceed \$50,000 subject to approval by the City Manager.

BACKGROUND:

The Fire Department (Department) responds to nearly 13,500 emergency medical calls annually and uses a variety of medical supplies when responding to those calls that require the provision of emergency medical care. In support of this effort, staff purchases a variety of medical supplies and equipment to ensure the Department's first responders are prepared to treat patients with medical conditions and traumatic injuries. This helps to ensure the Department is able to provide critical pre-hospital emergency

medical care as required by Los Angeles County Emergency Medical Services Agency. Supplies and equipment purchased by staff include necessary items such as bandages, splints, intravenous supplies, oxygen masks, medications, and airway equipment.

The Fire Department has a current contract with Life-Assist for medical supplies that was approved on July 24, 2017. Life-Assist was awarded a three-year contract with the Fire Department through a formal bid process to furnish medical supplies, for a not to exceed amount of \$200,000 each year of the three-year term. On October 21, 2020, the contract term was amended to a five year contract.

On May 10, 2022, the City published an Invitation for Bid (IFB) to furnish and deliver medical supplies as required by the Fire Department. The bid was advertised for close to four weeks through Planet bids. Notifications were sent to 757 vendors, with 35 vendors downloading the IFB document. No local Pasadena vendors downloaded or submitted a bid. On June 6, 2022, six bids were received.

Staff requested vendors to bid on 45 of the most commonly ordered products based on historical purchases of the Department to evaluate pricing. Three of the six bids received were deemed non-responsive due to incomplete bids. Of the three, responsive bids received, the bid results are as follows:

No.	Bidders	Total Weighted Bid Price
1.	APTOS LOGISTICS, INC. (San Ramon, CA) (5 year total)	\$1,227,447
2.	BOUND TREE MEDICAL, LLC (Dublin, OH) (1 year total)	\$135,323
3.	LIFE ASSIST, INC. (Cordova, CA) (1 year total)	\$93,200

Following a formal bid process, Life-Assist, Inc. is recommended as the primary vendor to furnish and deliver medical supplies in accordance with the City's specifications. Life-Assist is an established California corporation, and was the lowest bidder that was able to provide all specified goods and meet all indicated requirements. Total expenditures are not to exceed \$1,250,000, which includes \$750,000 for an initial three-year term and two optional one-year terms with each year not to exceed \$250,000.

Bound Tree Medical LLC is recommended as a secondary vendor due to the ongoing supply chain issues and allocation limits for products such as saline, PPE items and certain medications experienced during the COVID-19 pandemic. For the past 2 years there have been many items that are in a nationwide shortage in which there was no identified vendor backup. Securing a second vendor, will assist the Department in providing expeditious medical services to the public. Total expenditures are not to exceed \$250,000, which includes \$150,000 for an initial three-year term and two optional one-year terms with each year not to exceed \$50,000.

COUNCIL POLICY CONSIDERATION:

The proposed contract furthers the City Council's strategic planning goal to ensure public safety.

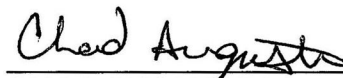
ENVIRONMENTAL ANALYSIS:

The proposed contract has no environmental impact; it is exempt from CEQA review pursuant to State CEQA Guidelines and Section 15061 (b) (3), the general rule that CEQA only applies to projects that may have an effect on the environment.

FISCAL IMPACT:

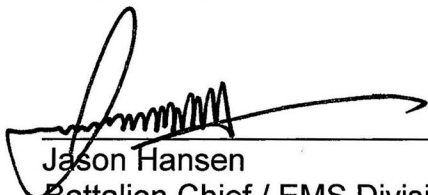
The total cost of this action is \$1,500,000 if the additional one-year terms are exercised. Funding for this action will be addressed by utilization of the existing and future budgeted appropriations in the Fire Department's General Fund operating budget account for EMS (10131021-810100). There are no anticipated impacts to other operational programs or capital projects as a result of this action.

Respectfully submitted,



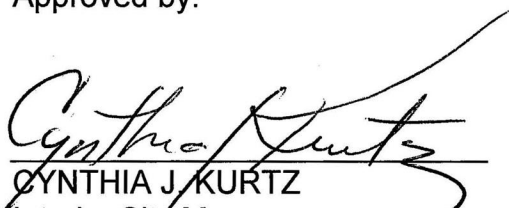
CHAD AUGUSTIN
Fire Chief
Fire Department

Prepared by:



Jason Hansen
Battalion Chief / EMS Division
Fire Department

Approved by:



CYNTHIA J. KURTZ
Interim City Manager



F I R E D E P A R T M E N T

August 23, 2022

Cherise Akers
Contracts Manager
Life-Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742

**RE: City of Pasadena Invitation For Bid
Furnish and Deliver Medical Supplies for the Fire Department
Issued May 19, 2022**

Dear Cherise Akers:

The Pasadena Fire Department will allow for other agencies and organizations to utilize the pricing that Life-Assist, Inc. offers to the department for its purchases of medical supplies and equipment. Pricing was originally secured through a formal bid process that closed on June 6, 2022, for the furnishing and delivery of medical supplies.

Other agencies may obtain a price at least equal to that of which Life-Assist offers to the Pasadena Fire Department for the same items.

Thank you,

Jason Hansen
EMS Battalion Chief
Pasadena Fire Department



CITY OF PASADENA

Purchase Order Contract Cover Page & Acceptance of Terms and Conditions

CONTRACT NUMBER:

CONTRACTOR/VENDOR:

CONTRACT PURPOSE:

START DATE:

EXPIRATION DATE:

TOTAL PURCHASE ORDER:

FY:

Project Manager:

Title/Role:

Phone/E-mail:

ACKNOWLEDGMENT: Contractor/Vendor acceptance of this Purchase Order or payment, or shipment of goods and/or provision of services, shall constitute Contractor/Vendor unqualified acceptance of the terms of this Purchase Order. This document, in its entirety, does not constitute a firm offer by the City, and may be revoked at any time prior to acceptance. Pre-existing contract language, as agreed upon, shall prevail.

Attachments:

City of Pasadena Terms & Conditions of Purchase Order

Please sign, date, and return

Jennifer Do
Vendor Signature & Date

6/17/2025

Full Name & Title

TERMS AND CONDITIONS OF PURCHASE ORDER

1. General.

- a. This is a government Agreement. The terms are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Any change in terms must be agreed to by an authorized representative of the City, in writing. Acceptance by the City of goods, materials or services is not an acceptance of Vendor's other terms.
- b. As used herein, "City" means the City of Pasadena and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors and agents.
- c. This Agreement becomes valid only when duly executed or approved and when the City has issued a valid Purchase Order Number. The City's issuance of a Purchase Order Number is the only authorization which will be recognized by City to allow the Vendor to begin action on this Agreement and for charges to its account.
- d. As used herein, "Agreement" means the Purchase Order Requisition, this Agreement and Purchase Order Terms and Conditions and any written documents incorporated by specific reference. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. In case of a conflict, these Purchase Order Terms and Conditions shall strictly prevail over the terms of any other document which is a part of this Agreement.
- e. This Agreement is entered into in the city of Pasadena, California and governed by and construed according to the laws of the State of California.
- f. Vendor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations.
- g. Time is strictly of the essence in this Agreement.
- h. The City's waiver of any term, condition, breach or default of this Agreement 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.
- i. Vendor shall not assign or transfer this Agreement or any rights in this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion.
- j. City may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor.

2. Invoices.

- a. Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, the name of the City department to which goods or services were furnished, whether the invoice covers complete or partial delivery or performance, a specification of the goods and services furnished according to the prices stipulated and in a format acceptable to the city, and applicable tax as a separate line item.
- b. Vendor shall be paid upon approval of proper and acceptable invoices for material and services accepted by the City.
- c. No invoice shall be issued prior to receipt and acceptance of material and services by City.
- d. City does not authorize and shall not pay interest charges.
- e. No invoice shall be paid prior to the submittal by Vendor of a W-9 form, Taxpayer Identification Number and Certification.

3. Inspection and Acceptance. All material ordered and all services performed are subject to final inspection and acceptance by the City in its sole discretion. City may reject and return at Vendor's expense all materials and articles not conforming to this Agreement. Vendor shall bear all risks as to rejected material and services after notice of rejection. City shall rely on Vendor to correct, at no additional costs, all material and all services which are rejected by City as not meeting applicable standards or the requirements of this Agreement.

4. **Indemnity. Vendor 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 are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein, or any acts, errors or omissions, including, without limitation, professional negligence of Vendor. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property (including, without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, corporations or Vendor.**
5. Insurance.
 - a. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth at the hyperlink or other reference noted on the cover page of this Purchase Order. Said insurance requirements, and penalties for failure to maintain insurance, are incorporated fully into this Agreement by reference.
 - b. If no insurance is required, the cover page of the Purchase Order shall so state.
6. Special terms applicable to all Agreements for goods and material provided to City:
 - a. Vendor agrees to prepay transportation charges and to show them separately on all invoices.
 - b. Title to all material furnished under this Agreement shall pass to the City on delivery and loading of material at the F.O.B. point designated in this Order.
 - c. All material listed in the Safety Orders of the California Division of Industrial Relations shall fully comply with the requirements of said Orders.
 - d. All goods, material and equipment ordered, except as otherwise noted in this Order, shall be delivered in a new and unused condition.
 - e. All vehicles and automotive equipment furnished under this Agreement/Purchase Order shall meet all requirements of the California Vehicle Code and regulations of the Federal Department of Transportation.
 - f. Vendor shall transfer to City the manufacturer's warranty or guarantee for each item furnished, in full force and effect as of the day the City commences operation and use of the item. Where applicable, City shall be named as owner-beneficiary of such warranty or guarantee. In addition, Vendor warrants that all material and goods provided under this Order are free from defects in material and workmanship.
 - g. If there is a patent defect in material that goes uncorrected after 10 calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, City may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The City may withhold from Vendor an amount for these costs and recover any balance from Vendor.
7. Special terms applicable to all Agreements for services provided to City:
 - a. Vendor is an independent contractor and not an employee or agent of City and shall furnish such services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors or agents shall not, under any circumstances, be considered employees of City. Vendor has and shall retain the right to exercise full control over employment, direction, compensation and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries, benefits, taxes and regulations of any nature whatsoever.

8. Special additional terms applicable to all Agreements subject to the Prevailing Wage Law:
 - a. Pursuant to Labor Code Section 1781, Contractor is advised that certain work contemplated in this Contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law.
 - i. Contractor shall comply with the state prevailing wage law, Labor Code Sections 1720 et seq. and 8 CCR Section 16000 et seq., as necessary, for any "public work" (as that term is defined by statute) performed pursuant to this Contract. For purposes of compliance with prevailing wage law, Contractor shall comply with the provisions applicable to the contractor under 8 CCR Section 16000 (b). Compliance with the Prevailing Wage Law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime, and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations required by law. Pursuant to Labor Code Section 1775, Contractor shall forfeit as a penalty to the City the sum of not more than Two Hundred Dollars (\$200) as determined by the Labor Commission for each calendar day, or portion thereof, for each such worker paid less than the prevailing wage rates by
 - ii. Contractor or by any subcontractor in addition to penalties provided for in Labor Code Sections 1770-1782. No Contractor or sub-Contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No Contractor or sub-Contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. All Contractors and sub-Contractors must furnish electronic certified payroll records to the Labor Commissioner. A certified copy of all payroll records relative to this project shall be submitted to the City along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment. This requirement applies to all public works projects, whether new or ongoing. Contractor is further advised that any prevailing wage work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
9. Special additional terms applicable to software licenses and software maintenance, authorized by the Pasadena Department of Information Technology, and to equipment lease and equipment maintenance:
 - a. The form of software license, software maintenance, equipment lease and equipment maintenance attached to this Agreement, when approved as to form by the City Attorney, are incorporated as a part of this Agreement, are agreed to by the City, and shall take precedence over all of the terms and conditions of this Agreement, except as to paragraphs numbered 9 through 14, inclusive.
10. Non-discrimination and Equal Employment Opportunity Practices Provisions:
 - a. Vendor certifies and represents that, during the performance of this Agreement, the Vendor and each subcontractor 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, religious creed, color, national origin, ancestry, physical disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other class protected by Government Code Section 12940, subdivision (a).
 - b. Vendor 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 or marital status.
 - c. Vendor 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 or marital status.

- d. If requested to do so by the city, Vendor 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.
- e. Vendor 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.
- f. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

Vendor shall include the provisions set forth in the above sub-paragraphs in each of its subcontracts.

- 11. Business License. Vendor shall obtain any City Business License that may be required by Pasadena Municipal Code Chapter 5.04. Consult the Department of Finance, Business License Section, as to business license requirements, telephone (626)744-4166.
- 12. No conflict. Vendor hereby represents, warrants and certifies that no officer or employee of the Vendor is a director, officer or employee of the City of Pasadena, or a member of any boards, commission or committees, except to the extent permitted by law.
- 13. 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 Vendor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under this Agreement and/or is paying the amounts to which Vendor is properly entitled to under the Agreement or for other purposes relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement. The Vendor shall maintain all such records in the City of Pasadena. If not, the Vendor 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.
- 14. Taxpayer Protection Act. The restrictions of Article XVII, City of Pasadena Taxpayer Protection Act, of the Pasadena City Charter apply to this Agreement. If the City public official responsible for approving said Agreement determines the amount of the order, or the cumulative amount of purchase orders granted to Vendor over any 12-month period, triggers the requirements of Article XVII, Vendor will be considered a "recipient of a public benefit." City public officials who approve or vote to approve this "public benefit" will be prohibited from receiving gifts or other personal benefits with a value in excess of \$50, campaign contributions, or employment from Vendor for a specified period of time. A "recipient of a public benefit" includes individuals, corporations, firms, partnerships, associations or other persons or entities, as well as those individuals who have more than a 10% equity, participation or revenue interest in an entity, or who serve as trustee, director, partner or officer of the entity. At the City's request, Vendor shall provide written disclosure of all of the foregoing interests, as applicable. Vendor's disclosure will be considered a public record.
- 15. Living Wage Ordinance. This Agreement, if over \$25,000, is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and requires that Vendors providing labor or services to the City pay employees in accordance with the Ordinance. Please visit http://www.cityofpasadena.net/Pasadena_Living_Wage.aspx for the current calendar year Pasadena Living Wage rate.
 - a. If there is a difference between the Pasadena Living Wage and Prevailing Wage rates (pursuant to paragraph 8, above) for similar classifications of labor, the contractor and his subcontractors shall pay no less than the highest wage rate.

Approved as to form
Pasadena City Attorney
July 18, 2024



Contract: PASADENA

Compare Pricing From Version

Report Version: 30469 - 8/6/20

Item No	New Price	Old Price	Pack Size	Change	% Change
AA560	\$ 0.70	\$ 0.68	ea-1	0.02	2.9
AA570	\$ 0.70	\$ 0.68	ea-1	0.02	2.9
AC8703	\$ 20.90	\$ 20.25	ea-1	0.65	3.2
AC8704	\$ 20.90	\$ 20.25	ea-1	0.65	3.2
AC8705	\$ 20.90	\$ 20.25	ea-1	0.65	3.2
BA1030	\$ 1.09	\$ 1.05	ea-1	0.04	3.8
BA6715	\$ 1.58	\$ 1.53	ea-1	0.05	3.3
BS800	\$ 17.00	\$ 16.50	ea-1	0.5	3
DR4933-01	\$ 68.20	\$ 66.20	bx-10	2	3
EL7017	\$ 32.58	\$ 31.44	ea-1	1.14	3.6
EL7091	\$ 40.10	\$ 38.70	ea-1	1.4	3.6
FB1465EMS	\$ 263.31	\$ 253.91	ea-1	9.4	3.7
FS805-BLU	\$ 12.50	\$ 12.12	ea-1	0.38	3.1
GL0104L	\$ 15.40	\$ 15.00	bx-100	0.4	2.7
GL0104M	\$ 15.40	\$ 15.00	bx-100	0.4	2.7
GL0104S	\$ 15.40	\$ 15.00	bx-100	0.4	2.7
GL0104XL	\$ 15.40	\$ 15.00	bx-100	0.4	2.7
IC54-BLK	\$ 1.29	\$ 1.25	ea-1	0.04	3.2
IV4001	\$ 1.56	\$ 1.51	ea-1	0.05	3.3
IV5100	\$ 2.39	\$ 2.34	ea-1	0.05	2.1
LY1421	\$ 6.77	\$ 6.57	ea-1	0.2	3
LY1423	\$ 6.77	\$ 6.57	ea-1	0.2	3
LY1424	\$ 6.77	\$ 6.57	ea-1	0.2	3
LY8000	\$ 92.85	\$ 90.14	ea-1	2.71	3
SG2074	\$ 47.12	\$ 46.20	ea-1	0.92	2
SY975	\$ 4.08	\$ 3.95	ea-1	0.13	3.3

ing From Version: 28764 - 9/17/2024

n: 30469 - 8/6/2025

Description	Vendor Item No
Guedel Airway, Black, 60mm	1-1505-60
Guedel Airway, White, 70mm	1-1505-70
The i-gel O2 Resus Pack, Small Adult, Size 3	8703030
The i-gel O2 Resus Pack, Medium Adult, Size 4	8704030
The i-gel O2 Resus Pack, Large Adult, Size 5	8705030
DUKAL Trauma Dressing, 10" x 30", Sterile	1030TD
KERLIX Gauze Bandage, 4.5" x 4.1 yds, Sterile	6715-
GRAHAM MegaMover Portable Transport Unit	51926
Epinephrine 1:10,000 1mg/10mL (0.1mg/1mL) LifeShield Syrin	00409-4933-01
PHYSIO-CONTROL EDGE Defib Electrode w/Preconnect, Adult	11996-000017
PHYSIO-CONTROL EDGE Defib Electrode, Adult	11996-000091
Pelican Air 1465EMS EMS Case, Orange	014650-0050-150
EMS Fanny Pack, Medium, Blue	43805BL
LifeStar EC Nitrile Exam Glove, Large	LSE-104-L
LifeStar EC Nitrile Exam Glove, Medium	LSE-104-M
LifeStar EC Nitrile Exam Glove, Small	LSE-104-S
LifeStar EC Nitrile Exam Glove, X-Large	LSE-104-XL
STROBE Eyewear, Black Frame, Clear Lens	49GB80
MicroClave Clear Needleless Connector, 400 psi	MR4001
AMSAFE IV Set, MicroClave/Preslit, 15 drop	MRA15-100
BriteView Laryngoscope Blade, Mac #1, Pink	LB 51MAC1-DS
BriteView Laryngoscope Blade, Mac #3, Orange	LB 51MAC3-DS
BriteView Laryngoscope Blade, Mac #4, Green	LB 51MAC4-DS
i-view Video Laryngoscope	8008000
DIAGNOSTIX Palm Style BP Unit, Adult, Navy Blue	703-11AN
Laerdal STA-BLOK Head Immobilizer	700-00001

Vendor Name
AirLife
AirLife
Intersurgical
Intersurgical
Intersurgical
Dukal
Cardinal Health
Graham Medical
Pfizer Injectables
Optimal
Optimal
Pelican Products
Royal Case Company
Ansell Healthcare
Ansell Healthcare
Ansell Healthcare
Ansell Healthcare
Gateway Safety
Amsino International
Amsino International
Hartwell Medical
Hartwell Medical
Hartwell Medical
Intersurgical
American Diagnostic
Laerdal Medical



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF ADOPTION OF ORDINANCE ADOPTING THE 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE

RECOMMENDATION:

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

ORDINANCE NO. 2534 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 10 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, WHICH ADOPTS BY REFERENCE THE 2024 INTERNATIONAL FIRE CODE, WITH LOCAL AMENDMENTS, AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, AND AMENDING PROVISIONS OF CHAPTER 4.5 OF THE WEST COVINA MUNICIPAL CODE

BACKGROUND:

The California Health and Safety Code (Section 17958) mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24 California Code of Regulations), which includes the California Fire Code, every three years. The California Fire Code adopts by reference the International Fire Code. The 2025 California Codes include the Wildland-Urban Interface Code. The 2025 California Codes take effect January 1, 2026.

The Fire Department is requesting that the City Council adopt Ordinance No. 2534, which adopts by reference the 2025 Edition of the California Fire Code, which adopts by reference the 2024 International Fire Code (collectively referred to as the 2025 Fire Code), with amendments, and adopt by reference the 2025 Edition of the California Wildland-Urban Interface Code (the 2025 WUI Code).

DISCUSSION:

At its October 7, 2025 meeting, the City Council adopted Resolution No. 2025-76, making findings regarding the need for modifications to provisions of the 2025 Fire Code due to local climatic, geological or topographical conditions, and introduced Ordinance No. 2534 as presented.

Staff recommends that the City Council adopt Ordinance No. 2534. If adopted, the Ordinance will take effect January 1, 2026.

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.

ENVIRONMENTAL REVIEW:

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

Prepared by: Mike Browne, Acting Fire Chief

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

This is strictly an administrative item; therefore, there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Ordinance No. 2534

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

ORDINANCE NO. 2534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 10 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, WHICH ADOPTS BY REFERENCE THE 2024 INTERNATIONAL FIRE CODE, WITH LOCAL AMENDMENTS, AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, AND AMENDING PROVISIONS OF CHAPTER 4.5 OF THE WEST COVINA MUNICIPAL CODE

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

WHEREAS, the California Building Standards Commission recently published the 2025 California Building Standards Code, which includes the 2025 California Fire Code (the “2025 Fire Code”) and the 2025 California Wildland-Urban Interface Code (the “2025 WUI Code”); and

WHEREAS, the 2025 Fire Code and the 2025 WUI Code will be effective on January 1, 2026; and

WHEREAS, Section 17958.5 of the California Health and Safety Code permits the City to make changes or modifications to the 2025 Fire Code, which incorporates by reference the 2024 International Fire Code with California amendments, as codified within the 2025 Fire Code, and the 2025 WUI Code, as such changes are reasonably necessary because of local climatic, geographical or topographical conditions; and

WHEREAS, Section 13143.5 of the California Health and Safety Code permits the City, by ordinance, to make changes or modifications to the 2025 Fire Code and the 2025 WUI Code that are more stringent than the requirements published in the 2025 Fire Code and the 2025 WUI Code relating to fire and panic safety; and

WHEREAS, prior to making any modifications or changes pursuant to Section 17958.5 of the California Health and Safety Code, Section 17958.7 of the Health and Safety Code requires the City to make express findings that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the findings and local amendments apply to all occupancy classifications, unless specified otherwise; and

WHEREAS, the City Council of the City of West Covina has determined that modifications to the 2025 Fire Code are reasonably necessary due to local climatic, geological, and topographical conditions, as detailed in Resolution No. 2025-76; and

WHEREAS, all legal requirements 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 City Council makes and adopts as findings the facts and conclusions set forth in the recitals of this Ordinance and, for the reasons set forth in the recitals and in Resolution No. 2025-76, finds that the modifications to the 2025 California Fire Code are reasonably necessary due to local climatic, geological, or topographical conditions.

SECTION 2. Amendment to Section 10-20 of Article II of Chapter 10. Section 10-20 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended as to read as follows:

Sec. 10-20. - Adopted.

Except as otherwise provided in this article, the city council of the City of West Covina hereby adopts by reference the 2025 California Fire Code, which adopts by reference the 2024 International Fire Code, including Appendices A, B, BB, C, CC, D, E, F, G, H, I, K, M, N, O, P and Appendix Chapter 4, and the 2025 California Wildland-Urban Interface Code as the fire code (the "Fire Code") of the City of West Covina. In the event of any conflict or ambiguity between any provision contained in such codes set forth above, and any amendment thereto contained in this article or other provision of the West Covina Municipal Code, the amendment or addition shall control.

One (1) complete copy of the 2025 California Fire Code, with errata and supplements, one (1) complete copy of the 2024 International Fire Code, and one (1) complete copy of the 2025 California Wildland-Urban Interface Code shall be at all times maintained by the fire department for use and examination by the public.

SECTION 3. Amendment to Section 10-21. Subsection (a) of Section 10-21 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended to read as follows:

- (a) The Fire Code shall be enforced by the bureau of fire prevention in the fire department of the City of West Covina which is hereby established and which shall be operated under the supervision of the chief of the fire department.

SECTION 4. Amendment to Section 10-24. Section 10-24 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 10-24. - Amendments to the 2025 California Fire Code.

The California Fire Code, 2025 Edition, adopted under section 10-20 of this article, is hereby amended as follows:

Chapter 1 (Scope and Administration) is amended as follows:

Section 101 (Scope and General Requirements) is amended as follows:

Section 101.1 (Title) is amended to read as follows:

101.1 Title.

These regulations shall be known as the Fire Code of the City of West Covina, hereinafter referred to as “this code.”

Section 104 (General Authority and Responsibilities) is amended to add a new subsection 104.12 to read as follows:

104.12 Fire investigations.

The fire chief, assistant chief, fire marshal, deputy fire marshal, fire protection specialist, captain, engineer, firefighter and firefighter/paramedic shall have the authority to investigate the origin, cause and circumstance of any fire, explosion or other hazardous condition. While performing these duties, the listed officers and members of the fire department, if meeting the definition of “peace officer” as outlined in California Penal Code section 830.37, shall have the power to arrest any person without warrant whenever they have reasonable cause to believe that the person has violated any provision of this chapter in their presence. Those persons certified as “fire investigators” shall also have peace officer powers under California Penal Code section 830.37.

Section 105.5 (Required Operational Permits) is amended to add a new Section 105.5.60 to read as follows:

105.5.60 Christmas tree sales lots.

All temporary, outdoor lots for the display and sale of Christmas trees are required to have a permit and shall be located, maintained, and operated subject to the following provisions:

105.5.60.1 Permits – Christmas tree sales lots.

All applications for permits shall be made in writing, filed with the city, and shall state the name of the applicant, his or her address, and the location of the proposed Christmas tree lot. The application shall be accompanied by a clearance from the fire chief as to fire regulations, by a clearance from the building and safety department as

to the proposed electrical installation, if any, and by clearance from the engineering department for review of location in relation to possible interruption of traffic.

- All permits must be posted in a conspicuous place.
- Fires in barbecues or in metal drums or other containers require a special permit that is to be obtained from the fire department.

105.5.60.2 Fire protection.

There shall be maintained in each premises or display area where Christmas trees are sold or offered for sale, at least two fire extinguishers with a minimum rating of 2A. No extinguisher shall be more than 75 feet travel distance from any tree on display or in storage.

105.5.60.3 Tents or canopies on Christmas tree lots.

A separate permit shall be obtained from the fire department for all tents, canopies and temporary membrane structures and they shall meet all requirements of Chapter 31 of the Fire Code. All tents, canopies and temporary membrane structures shall be made of flameproof materials or rendered flame retardant by an approved process.

105.5.60.4 Display.

Christmas trees shall not be sold or displayed indoors or under covered, outdoor walkways of buildings or shopping centers unless the walkway is protected by an approved automatic fire sprinkler system, or the display is specifically approved by the fire chief.

105.5.60.5 Lot closure.

Christmas trees shall be removed and the debris cleared no later than 10 calendar days after the last day of sale. A fee, as established by resolution of the city council, shall be posted for each lot with the license collector at the time of issuance of the permit. This fee will be returned if the debris is cleared and the lot is removed within the stated time, otherwise the fee will be used to defray the cost of cleanup and will not be returned.

Section 112.1 (General) is amended to read as follows:

112.1 Board of appeals established.

In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the city manager and shall hold office at his/her pleasure. The board shall adopt rules of

procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

Appendix A (Board of Appeals) is amended as follows:

Section A101.3 (Membership of Board) is amended to read as follows:

A101.3 Membership of board.

The board shall consist of five voting members appointed by the city manager. Each member shall serve for one year. The fire code official shall be an ex officio member of said board but shall have no vote on any matter before the board.

Section 113.4 (Violation penalties) is amended to read as follows:

113.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters, repairs or does work in violation of the approved construction documents or directive of the fire code official, or of a permit or certified used under the provisions of this code, shall be guilty of a misdemeanor as provided in section 1-37 of the West Covina Municipal Code. Each day that a violation continues after due notice has been served shall be deemed a separate violation.

Chapter 3 (General Requirements) is amended as follows:

Section 304.1.3 (Vegetation) is amended to read as follows:

304.1.3 Vegetation.

Weeds, grass, vines or other growth that is capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises.

Vegetation clearance requirements for all residential front, rear and side yards including slopes shall be maintained, by the owner or occupant, free and clear of all flammable and combustible vegetation for a distance of 100 feet or to their property line, whichever is closest.

A minimum clearance of 10 feet shall be maintained between all roads and all dry grass, weeds, vegetation and other combustible material.

A minimum clearance of 10 feet shall be maintained between any tree or portion of a tree from the outlet of a chimney or stovepipe.

All roofs of any structure shall be maintained free of leaves, needles or other dead vegetative growth.

It shall be unlawful for any person to deposit any grass, weeds, brush, debris, trash or other waste material upon any vacant lot or parcel of ground within the city.

Chapter 5 (Fire Services Features) is amended as follows:

Section 503 (Fire Department Access Roads) is amended as follows:

Section 503.3 (Marking) is amended to read as follows:

503.3 Markings or postings of fire apparatus access roads.

When required by the fire official, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Those areas determined to be "Fire Lanes" shall be posted in accordance with the standards set forth by the West Covina engineering department per the requirements of section 22-188 of the West Covina Municipal Code.

Section 503.4 (Obstruction of fire apparatus access roads) is amended to read as follows:

503.4 Obstruction of fire apparatus access roads.

The required width of a fire apparatus access road shall not be obstructed in any manner, including via the parking of vehicles. Minimum required width and clearances established under Section 503.2.1 shall be maintained at all times.

Entrances to roads, trails or other access ways, which have been closed with gates and barriers in accordance with Sections 503.5.1 and 503.2.2 shall not be obstructed by parked vehicles. In addition, any person excavating or working upon any street, alley, public thoroughfare, or fire apparatus access road and by reason thereof, or for any other reason, causes the same to be blocked or made impassable, shall notify the fire official of the fire department at the time such work is started and upon completion thereof.

Section 503.5.1 and Section 503.6 are amended to read as follows:

503.5.1 Security gates and building security access.

All security gates shall be operable by the fire department by way of an emergency entry system approved by the fire chief.

All security access systems on building entrances or openings used for emergency access shall be operated by the fire department by way of an emergency access system, which will accept a fire department master key. At the discretion of the fire chief or fire

code official, an approved key box or a radio operated control system may be required as a substitute, or in addition to, the emergency key entry system.

503.6 Security gates and building security access.

All security gates shall be operable by the fire department by way of an emergency entry system approved by the fire chief.

All security access systems on building entrances or openings used for emergency access shall be operated by the fire department by way of an emergency access system, which will accept a fire department master key. At the discretion of the fire chief or fire code official, an approved key box or a radio operated control system may be required as a substitute, or in addition to, the emergency key entry system.

Section 505 (Premises Identification) is amended as follows:

Section 505.1 (Address identification) is amended to read as follows:

505.1 Address numbers.

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches high, for residential homes, with a minimum stroke width of 0.5 inch.

Numbers for commercial or industrial buildings shall be a minimum of 8 inches high, located near the top corner of the structure facing the street. Any building which exceeds a setback of greater than 50' but does not exceed 100' from the curb face must have a minimum of 10 inch numbers. Any building which exceeds a setback of greater than 100' but does not exceed 200' from the curb face must have a minimum of 12 inch numbers.

Section 507 (Fire Protection and Water Supplies) and Appendix B (Fire-Flow Requirements for Buildings) are amended as follows:

Section 507.3 (Fire flow) and Appendix B (Fire-Flow Requirements for Buildings) are amended as follows:

507.3 Fire flow.

Water mains and piping supplying fire hydrants shall not be of a size less than that specified by applicable, adopted standards, and installation shall be accompanied by hydraulic calculations supporting the size of piping installed. Underground piping shall be capable of supplying a minimum of 1,000 gallons per minute, at a residual pressure of at least 20 psi.

Appendix B Fire flow.

Water mains and piping supplying fire hydrants shall not be of a size less than that specified by applicable, adopted standards, and installation shall be accompanied by hydraulic calculations supporting the size of piping installed. Underground piping shall be capable of supplying a minimum of 1,000 gallons per minute, at a residual pressure of at least 20 psi.

Chapter 9 (Fire Protection and Life Safety Systems) is amended as follows:

Section 901.4 (Fire protection and life safety systems) is amended to read as follows:

901.4 Fire protection and life safety systems-installation.

Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered or augmented as necessary to maintain and continue protection whenever a building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable, adopted standards.

All new fire protection systems shall be designed, installed and maintained in accordance with applicable, adopted Standards of the National Fire Protection Association.

Subsection 901.4.1.1 is added to read as follows:

Section 901.4.1.1 Group R occupancies.

In Group R occupancies, when a fire sprinkler system is designed and installed under the NFPA 13D or 13R Standards, additional areas may require fire sprinklers at the discretion of the fire official. These areas may include, but not be limited to, areas such as closets or bathrooms under stairways; special water heater enclosures; accessible attic or storage spaces, basements and similar areas.

Subsection 901.4.1.2 is added to read as follows:

Section 901.4.1.2 Group R occupancies - signage and valves.

In Group R occupancies with a combined fire/domestic service installed, a main control valve, identified by signage, shall be installed before the tee split to the domestic piping, in addition to a domestic-only control valve. The main control valve shall be clearly identified, be readily accessible, and shall be ready for use without requiring a tool or wrench to operate. A separate fire-only control valve shall not be allowed.

Section 901.6.1 (Standards) is amended to read as follows:

901.6.1 Standards.

Fire protection systems shall be inspected, tested and maintained in accordance with the referenced Standards listed in Table 901.6.1.

The design, installation, inspection and maintenance of all automatic fire sprinkler systems shall meet the requirements of the 2025 Edition of the National Fire Protection Association (NFPA) Standards 13,13R, 13D and 25, as applicable.

Section 903.2 (Where required) is amended to read as follows:

903.2 Fire sprinkler systems – where required.

Approved automatic sprinkler systems shall be provided in specific buildings, occupancies and structures as follows:

- (1) New Buildings. Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19 of this code, an automatic fire extinguishing system shall be installed in all new structures when the total building area, as defined in Section 202, exceeds 5,000 square feet or is more than two stories in height, regardless of fire or allowable areas.

Exception: In accordance with Section 406.5 of the California Building Code, open parking garages shall not be required to provide fire sprinkler systems, subject to the approval of the fire official.

- (2) Existing Buildings. Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in any existing building upon occurrence of any of the following:
 - (a) When the value of any addition, renovation, repair and/or remodeling exceeds 25 percent of the market value of the existing building and the addition, renovation, repair and/or remodeling will result in a building that will exceed 5,000 square feet in floor area. All additions, renovations, repairs, or remodeling performed within a twelve month period shall be considered in determining the cumulative value under this section.
 - (b) When the existing building is over 5,000 square feet and an addition or additions exceeds 25 percent of the existing floor area or 5,000 square feet, whichever is less.
 - (c) In any existing one- or two-family dwelling, when 1,201 or more square feet is added or constructed, whether attached or detached to the existing dwelling.
 - (d) In any existing one- or two-family dwelling, when an addition or creation of a habitable floor level above or below the existing level of exit discharge takes place.

- (e) In any existing one- or two-family dwelling, when alterations are made which affect 50 percent or more of the structural or roof framing.

Section 903.2.3 (Group E) is amended to delete the exception set forth in Section 903.2.3(2).

Section 903.2.11 (Specific building areas and hazards) is amended to delete the exception set forth in Section 903.2.11.3.

Section 903.3.5 (Water supplies) is amended to add a new subsection 903.3.5.3 to read as follows:

903.3.5.3 Hydraulically calculated systems.

The design of hydraulically calculated fire sprinkler systems shall not exceed 90 percent of the water supply capacity.

Section 903.4.2 (Monitoring) is amended to add a new subsection 903.4.2.1 to read as follows:

903.4.2.1 Alarm devices.

At the discretion of the fire official, at least one interior audible alarm device, connected to the fire sprinkler flow switch, may be required for residential occupancies and individual commercial tenant spaces where it is determined that the exterior audible device may not provide adequate occupant notification in the event of a fire.

Chapter 56 (Explosives and Fireworks) is amended as follows:

Section 5601.1.3 is amended to delete Exception #4.

Section 5608 (Fireworks Display) is amended to add a new Section 5608.2 to read as follows:

5608.2 Permit required.

It is unlawful to use or discharge any fireworks or pyrotechnic devices without first obtaining a permit therefor from the fire chief.

5608.2.1 Application.

A written application for a permit to conduct a public display of fireworks or to use or discharge pyrotechnic special effects materials shall be submitted to the fire chief at least 60 calendar days prior to the proposed date of the display, unless the fire chief approves the submission of an application less than 60 calendar days prior to the

proposed date of the display. The application shall be on a form provided by the city and shall include, at minimum:

- (a) Name of person or organization sponsoring the proposed activities;
- (b) Name of pyrotechnic operator and copy of current pyrotechnic operator's license issued by the state fire marshal;
- (c) The date and time the proposed activities would occur;
- (d) A full description of the proposed activities;
- (e) The size and number of all fireworks or special effects materials to be involved in the proposed activities, including the number of set pieces and shells;
- (f) The manner and place of storage of all fireworks or special effects materials that will be used in the display;
- (g) A diagram of the grounds on which the activities are proposed to occur showing all points at which fireworks or special effects materials are proposed to be stored and discharged, the location of all buildings, roads, and other means of transportation to and from the site, the lines behind which the audience will be restrained, and the location of all nearby trees, electrical or telephone lines and other overhead obstructions;
- (h) Proof of current general liability coverage in the amount of at least \$5,000,000.00 per occurrence, or such other amount as may be approved by the risk manager, to cover possible liability for bodily injury and damage to persons or property that may arise from or relate to the fireworks display or special effects and/or any negligence of the applicant, its agents, employees, or contractors in presenting the fireworks display or special effects. The certificate of insurance shall be endorsed to name the city, its officers, agents, and employees as additional insureds, and shall be in a form approved by the city's risk manager; and
- (i) An executed agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense and with attorneys of city's choosing), and hold the city, and its officers, officials, employees, representatives, and agents, harmless from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the city's issuance of public display or special effects permit or any activities of the applicant in connection with the public display of fireworks or pyrotechnic special effects.

5608.2.2 Fee.

The application for a permit to conduct a public display of fireworks or pyrotechnic special effects shall be accompanied by a fee in the amount established by city council resolution.

5608.2.3 Approval.

The fire chief may grant a permit to conduct a public display of fireworks or pyrotechnic special effects if the fire chief determines that all requirements of law are or will be complied with by the applicant and that granting any such permit will not be detrimental to the public peace, health, safety, or welfare. In granting a permit, the fire chief may eliminate from the proposed display such items as the fire chief deems hazardous and may impose such conditions on the permit as the fire chief deems necessary to protect the public health, peace, safety, and/or welfare. Upon request of the permittee, the fire chief may approve changes to an approved display provided that any changes are not detrimental to the public peace, health, safety, or welfare.

5608.2.4 Permit requirements.

In addition to any conditions imposed by the fire chief, any permit issued shall be subject to the following requirements:

- (a) A separate permit is required for each display.
- (b) Any permit issued shall only be valid for the date, time and place specified in such permit.
- (c) Any permit issued pursuant to this section shall be non-transferable.
- (d) All public displays of fireworks or pyrotechnic special effects shall be under the direct supervision of a pyrotechnic operator licensed by the state fire marshal. The licensed pyrotechnic operator shall be responsible for all aspects of the display relating to pyrotechnics.
- (e) Any permit issued pursuant to this section shall be subject to the condition that the fireworks or pyrotechnic special effects display may be canceled or modified by the city manager, including on the scheduled date of the display, if such cancelation or modification is in the interest of the public health, peace, safety, or welfare. The city manager shall make such determination in consultation with the fire chief.

5608.2.5 Appeal.

Within 10 calendar days after the date of a decision of the fire chief pursuant to this section, an aggrieved party may appeal such decision to the city manager by filing a written appeal with the city clerk setting forth the reasons why the decision was not

proper. The city manager shall consider the appeal within a reasonable time after the filing of the appeal. The decision of the city manager shall be final.

5608.2.6 City manager authority.

The city manager, at the city manager's discretion, may review any decision of the fire chief pursuant to this section. The city manager may overrule any decision of the fire chief as the city manager deems necessary in the interest of the public health, peace, safety, or welfare. If the city manager grants a permit that was initially denied by the fire chief, the city manager may impose such conditions on the permit as the city manager deems necessary to protect the public health, peace, safety, and/or welfare. The decision of the city manager shall be final.

Section 5609 (Temporary Storage of Consumer Fireworks) is amended to add a new subsection 5609.2 to read as follows:

5609.2 Sale and retail display.

No person shall construct a retail display nor offer for sale any explosives, explosive materials or fireworks upon any highway, street, sidewalk, public or private property, or from any occupancy within the city.

The sale, use and discharge of fireworks, including those classified as "Safe and Sane" is prohibited within the City of West Covina limits.

Chapter 80 (Referenced Standards) is amended as follows:

(1) Revise NFPA 13D, Section 7.6, to read as follows:

7.6 Local waterflow alarms shall be provided on all sprinkler systems.

(2) Revise NFPA 13D, Sections 8.3.5. and 8.3.5.1, to read as follows:

8.3.5 Sprinklers shall not be required in attics without storage or other concealed spaces that are not used or intended for living purposes.

8.3.5.1 When fuel-fired equipment is present in the attic, at least one quick-response, intermediate temperature sprinkler shall be installed above the equipment.

(3) Delete NFPA 13D Sections 8.3.5.1.1 and 8.3.5.1.2 in their entirety.

(4) Revise NFPA 13D, Section 8.3.9, to read as follows:

8.3.9 Sprinklers shall be installed in any closet or combustible enclosure containing heating and/or air conditioning equipment, washers and/or dryers, or water heaters.

SECTION 5. Amendment to Section 10-25. Section 10-25 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 10-25. - Appeals

Whenever the fire chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the Fire Code do not apply or that the true intent and meaning of the Fire Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire chief to a board of appeals as outlined in Section 112 of the 2025 California Fire Code within 30 calendar days from the date of the decision.

SECTION 6. Amendment to Section 4.5-2. Subsection (a) of Section 4-5.2 of Chapter 4.5 of the West Covina Municipal Code is amended to read as follows:

- (a) Adopted code(s) means all the fire codes and applicable standards adopted by the City of West Covina, inclusive of all local amendments to said codes, in compliance with the current edition of the California Fire Code, as adopted pursuant to Section 10-20 of this code, including all indices and appendices.

SECTION 7. Amendment to Section 4.5-9. Subsection (h) of Section 4-5.9 of Chapter 4.5 of the West Covina Municipal Code is amended to read as follows:

- (h) Every premises having a monitored fire alarm system shall have at least one (1) dedicated communication path or primary transmission channel available for signal transmission, unless otherwise permitted by NFPA 72 in light of technological advances and as approved by the fire department during installation and testing.

SECTION 8. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 9. Severability. If any section, subsection, clause or 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 all other provisions of this Ordinance. The City Council of West Covina hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections,

subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 10. Effective Date. This Ordinance shall become effective on January 1, 2026.

SECTION 11. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 12. Certified Copy. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2534 was introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and adopted at a regular meeting of the City Council held on the 21st day of October, 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

Monique S. De La Rosa
Deputy City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF EXPENDITURES OF FISCAL YEAR 2025-26 SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT FUNDS

RECOMMENDATION:

It is recommended that the City Council approve using Fiscal Year (FY) 2025-26 Supplemental Law Enforcement Services Account (SLESA) funds totaling \$167,231 for the frontline law enforcement supply and service items listed in the staff report.

BACKGROUND:

The Citizens' Option for Public Safety (COPS) Supplemental Law Enforcement Services Account (SLESA) is a State allocation which, according to California Government Code Sections 30061 and 30062, must be used exclusively to fund frontline municipal police services, in accordance with written requests submitted by the Chief of Police. These funds cannot be used to replace or supplant existing funding for law enforcement services, but must instead supplement local funds. This funding was formerly called the Supplemental Law Enforcement Service Fund (SLESF), but was renamed SLESA as part of the realignment program for law enforcement that was enacted along with the State of California 2011 Budget Act.

DISCUSSION:

West Covina's FY 2025-26 SLESA allocation totals an estimated \$167,231. Anticipating the receipt of these funds, which is distributed monthly, the Police Department prioritized a list of unbudgeted frontline police supplies and services for this Fiscal Year, as listed below. Since the start of this Fiscal Year, some of these supply and services expenditures have already started.

- o Helicopter support services, totaling an estimated \$29,000. The latest multi-year agreement with Los Angeles County for helicopter support services, paid for using SLESA funds, was approved by the City Council on October 1, 2024 (agenda item No. 8).
- o GPS based surveillance services used by the Special Enforcement Team to track narcotics suspects, totaling an estimated \$24,000.
- o Specialized ammunition and tactical supplies for the SWAT Team, totaling an estimated \$29,500.
- o Personal protective supplies including bulletproof vests for newly hired officers, gas mask cartridges, ballistic helmets, and carrying gear, totaling an estimated \$40,500.

- o Traffic enforcement supplies, weapons accessories, unmanned aerial system software and accessories, and police supplies supporting front line law enforcement, totaling an estimated \$44,231.

LEGAL REVIEW:

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

Prepared by: Alex B. Houston, Police Administrative Services Manager

Additional Approval: Tony Cortina, Chief of Police

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

Using the State SLESA funds for the frontline law enforcement items described above is in keeping with the legislatively dictated requirements associated with this funding source. Estimated SLESA expenditure and revenue amounts were previously budgeted in Fund 155, so there is no impact to the General Fund.

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF 2025-26 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

RECOMMENDATION:

It is recommended that the City Council:

1. Accept 2025-26 Grant Number PT26157 from the State Office of Traffic Safety (OTS), and authorize the Acting City Manager and authorized designees to execute the Grant Agreement and all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2025-82 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (OFFICE OF TRAFFIC SAFETY GRANT)

BACKGROUND:

The State of California's Office of Traffic Safety (OTS) administers grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA) to address the current and future traffic safety needs in the State. OTS funds more than \$100 million dollars annually in innovative, evidence-based enforcement, education, and technologies designed to improve road and driver safety, competitively rating and awarding grant applications across the State. West Covina has obtained many of these competitive grants in the past. Last year, the Police Department obtained a \$75,000 competitive grant from OTS that funded saturation patrols, sobriety checkpoints, and traffic enforcement operations targeting problematic locations.

DISCUSSION:

Now, the Police Department has obtained new competitive grant from OTS. This grant totals \$83,000, with the overall goal of reducing fatal and injury collisions in West Covina—see Attachment No. 1. This grant funds special enforcement mobilizations identified by OTS as best practice strategies. These include saturation patrols, sobriety checkpoints, and traffic enforcement operations that target problematic locations. Most of this grant is comprised of sworn officer overtime, but also includes funding for a radar trailer, mandatory training, and supplies.

This grant is reimbursable, contributing \$83,000 exclusively for the project activities, between October 1, 2025 and September 30, 2026. These funds cannot be used for other purposes or to supplant existing

funding.

LEGAL REVIEW:

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

Prepared by: Alex B. Houston, Police Administrative Services Manager

Additional Approval: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The City will receive \$83,000 in reimbursement funds from OTS during the grant period. As detailed in the proposed budget amendment, Staff is recommending expenditure appropriations of this amount and balancing revenue appropriations in Fund 207. There is no impact to the City's General Fund.

Attachments

OTS Grant

Attachment No. 2 - Resolution No. 2025-82

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY West Covina	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT West Covina Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with community members.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$83,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Eric Street TITLE: Sergeant EMAIL: estreet@wcpd.org PHONE: (626) 939-8513 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Milan Mrakich Acting City Manager mmrakich@westcovina.org (626) 939-8401 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)
C. FISCAL OFFICIAL ADDRESS: Alex Houston Admin. Services Manager ahouston@wcpd.org 626-939-8536 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Stephanie Dougherty Director stephanie.dougherty@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: ZHHFLMKMZKL1 REGISTERED ADDRESS: 1444 W. Garvey Ave. S. CITY: West Covina ZIP+4: 91790-2716
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	\$14,500.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	\$28,000.00
1906-26	20.611	0521-0890-101	2025	04/25	BA/25	\$500.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	\$40,000.00
				AGREEMENT TOTAL		\$83,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$83,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$83,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

With a population of about 110,000, the City of West Covina lies in the heart of the San Gabriel Valley (eastern Los Angeles County). Encompassing 17 square miles, the City is a mix of residential, multicultural households, with a majority identifying as Hispanic/Latino and a significant Asian population. and retail shopping areas, right off of the Interstate 10 freeway. It features a blend of architectural styles, strong municipal infrastructure, parks like Galster Wilderness, and shopping centers like Plaza West Covina. Known for its vibrant cultural fabric and suburban yet connected lifestyle, West Covina plays an important role in the region's economy and community landscape. West Covina houses the major shopping mall in the region (the Plaza at West Covina), over two dozen schools, and several other areas with traffic concerns. The Interstate 10 Freeway (the San Bernardino Freeway) covers the northern end of the city. Vehicle traffic to and from the I-10 congests several major feeder streets, especially during commute hours. West Covina encompasses 225 miles of road, making the City particularly dense in terms of vehicular traffic.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

In 2022, West Covina experienced 6 deaths caused by traffic crashes, and 409 injuries caused by traffic crashes. West Covina Police made 62 DUI arrests in 2022, and there were 2 traffic deaths involving alcohol/drugs and 72 traffic injuries involving alcohol/drugs. Two Pedestrians were killed, and 358 pedestrians were injured in 2022. In 2023, deaths caused by traffic crashes increased significantly, to 10. 2023 traffic injuries totaled 471, with 47 of them involving alcohol (a significant increase), and 63 were during night-time. In late 2023, local newspapers published articles about several traffic deaths in West Covina with the headlines prominently featuring "motorcycles," but the real culprit was speeding. In 2024, fatal crashes showed improvements, reducing to 3, but the injuries are still high (292 injury crashes and 415 injury victims). West Covina's primary crash factors, contributing to both fatalities and injuries, are speeding, turn violations, and traffic signal/sign violations.

Define the target population the grant intends to serve and how they are affected by the problem(s).

West Covina currently faces a range of traffic problems and lacks the staffing to fully address them. In 2007-2008, the West Covina Police Department had 127 sworn positions. The subsequent years saw recession driven local revenue declines and state revenue takeaways, resulting in unprecedented reductions in City services and staffing, leaving the Police Department currently with only 102 sworn positions. The Traffic Unit was cut from 8 positions to 3 (including a supervisor) and targeted traffic enforcement efforts consequently fell. As detailed in the Traffic Data Summary section, certain traffic problems are of specific concern. Chief among these are speeding, alcohol-involved crashes, and night-time crashes--all contributing to traffic deaths and injuries. With collaboration from OTS to help fund overtime for targeted enforcement activities (at the times and locations revealed by data analysis) will help address these traffic problems, serving all residents and travelers across the entire City of West Covina.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.

10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	9
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	8
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted	2

driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	
14. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	1
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation (1st Quarter of Grant Year)</u> • The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. • Conduct all training needed to implement the program, in the first quarter. • Purchase all grant related supplies and materials to implement the program, in the first quarter. • Items with a unit cost of \$5,000 more (including tax and shipping) must comply with Buy America. • In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. • Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u> Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.	
B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u> <u>Media Requirements</u> The following requirements are for all grant-related activities: • Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. • Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process. • The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator. • Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post. • If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. • News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.). • Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the	

OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
1906-26	20.611	Racial Profiling Prohibition Grants	\$500.00		
405e DDL-26	20.616	Distracted Driving Laws	\$14,500.00		
402PT-26	20.600	State and Community Highway Safety	\$28,000.00		
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$40,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
Straight Time					\$0.00
Overtime					
DUI/DL Checkpoints	164AL-26	\$8,500.00	2		\$17,000.00
DUI Saturation Patrols	164AL-26	\$1,800.00	9		\$16,200.00
Benefits for 164AL OT @ 11.55%	164AL-26	\$33,200.00	1		\$3,835.00
Traffic Enforcement	402PT-26	\$1,500.00	4		\$6,000.00
Motorcycle Safety Enforcement	402PT-26	\$1,700.00	1		\$1,700.00
Pedestrian and Bicycle Enforcement	402PT-26	\$1,500.00	1		\$1,500.00
Traffic Safety Educational Presentations	402PT-26	\$500.00	2		\$1,000.00
Benefits for 402PT OT @ 11.55%	402PT-26	\$10,200.00	1		\$1,178.00
Distracted Driving Enforcement	405e DDL- 26	\$1,624.90	8		\$12,999.00
Benefits for 405e OT @ 11.55%	405e DDL- 26	\$12,999.00	1		\$1,501.00
Community Collaboration Engagement	1906-26	\$448.00	1		\$448.00
Benefits for 1906 OT @ 11.55%	1906-26	\$448.00	1		\$52.00
Category Sub-Total					\$63,413.00
B. TRAVEL EXPENSES					
In State Travel	402PT-26	\$3,622.00	1		\$3,622.00
					\$0.00
Category Sub-Total					\$3,622.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
Radar Trailer	402PT-26	\$13,000.00	1		\$13,000.00
Category Sub-Total					\$13,000.00
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	164AL-26	\$2,965.00	1		\$2,965.00
Category Sub-Total					\$2,965.00
F. INDIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00

GRANT TOTAL	\$83,000.00
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BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 164AL OT @ 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Benefit breakdown:

Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%

Total benefits 11.55%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Benefits for 402PT OT @ 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Benefit breakdown:

Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%

Total benefits 11.55%

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 405e OT @ 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Benefit breakdown:

Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%

Total benefits 11.55%

Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.

Benefits for 1906 OT @ 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Benefit breakdown:

Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%

Total benefits 11.55%

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel

claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

Radar Trailer-Trailer with radar to measure and display the speed of vehicles. Costs may include trailer, computer software, and modifications such as generator, paint, graphics and lighting.

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT26157
Agency Name:	West Covina Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$83,000.00
Authorizing Official:	Milan Mrakich
Fiscal Official:	Alex Houston
Grant Director:	Eric Street

CURRENT GEMS USER(S)

1. Alex Houston

Title: Admin. Services Manager

Phone: 626-939-8536

Email: ahouston@wcpd.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name Grant Director
Date	Title

RESOLUTION NO. 2025-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (OFFICE OF TRAFFIC SAFETY GRANT)

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

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for the Fiscal Year 2025-26; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-08, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 21st day of October, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, Deputy City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-82 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of October, 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

**City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-08
OTS Grant**

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 207 – OTS Grant			
Revenue	12,360	83,000	95,360
Expenditures	12,360	83,000	95,360
Net Change in Fund Balance	0	0	0
EXPENDITURE TOTAL INCREASE		83,000	



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF AUTHORIZATION TO PROCURE THREE FULLY ELECTRIC VEHICLES UTILIZING DEPARTMENT OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) VOUCHER PROGRAM

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the purchase of fully electric vehicles utilizing the Department of Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program, including:

- One (1) 2025 Ford E-Transit Van
- One (1) 2025 Ford F-150 Lightning
- One (1) Ford Electric Sedan or equivalent pending availability

If pricing allows, an additional electric sedan or equivalent will be procured, for a total not-to-exceed amount of \$153,050.

2. Authorize the Acting City Manager to execute any documents required to utilize the Department of Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program;
3. Authorize the Acting City Manager to execute the purchase order(s) and/or agreement(s) required for the purchase of the vehicles, and
4. Adopt the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (EECBG VOUCHER PROGRAM)

BACKGROUND:

As part of the City's ongoing efforts to modernize its fleet, reduce greenhouse gas emissions, and leverage special funding opportunities, and to comply with California's requirement for municipal fleets (city, county, and special district) to purchase zero-emission vehicles (ZEVs) for vehicles over 8,500 lbs GVWR, with a 50% ZEV purchase requirement that began January 1, 2024, staff has identified the need to procure fully electric vehicles.

The City submitted an application through the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program for the purchase of electric vehicles. The City will receive \$153,050 on a reimbursement basis through the grant. This opportunity provides the City with the ability to comply with California's Advance Clean Fleets regulation and replace older, less efficient

vehicles with modern, sustainable alternatives at no direct cost to the City's General Fund.

DISCUSSION:

The proposed procurement includes a minimum of three fully electric vehicles to support operational needs across City departments. The Ford E-Transit Van will support facilities and maintenance tasks, the F-150 Lightning will provide utility for the City's Information Technology Department, and the electric sedan will be utilized by Public Works for inspections, staff transportation, and administrative purposes.

Staff will comply with the requirements of the City's Purchasing Manual to acquire the vehicles, ensuring compliance with all applicable purchasing procedures and competitive pricing requirements. Preliminary dealership quotes confirm that the total cost of three vehicles will not exceed \$153,050. The EECBG Voucher Program will fully cover the procurement, ensuring no fiscal impact to the City.

Approval of this action will authorize the City to purchase at least three fully electric vehicles utilizing the EECBG Voucher Program for a total not-to-exceed amount of \$153,050. This action allows the City to modernize its fleet, support sustainability initiatives, and reduce operational emissions with no fiscal impact.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (common sense exemption) as it can be seen with certainty that the adoption of this recommendation will not have a significant effect on the environment. Additionally, the procurement of electric vehicles will have a positive environmental benefit by reducing greenhouse gas emissions.

Prepared by: Mike Cresap, Public Works Superintendent

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The City will receive \$153,050 on a reimbursement basis through the Department of Energy's EECBG Voucher Program. The attached budget amendment allocates these funds. No use of the General Fund or other local funds is required.

Attachments

Attachment No. 1 Vehicle Pricing

Attachment No. 2 - Resolution No. 2025-85

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



Vehicle Configuration 1



Vehicle Configuration

Model	Transit
Bodystyle	E-Transit Cargo Van
Doors	253-Degree Rear Door
Bodystyle	Transit Long 350
GVWR	9500 GVWR Payload Package
Brake System	Parking Brake – Electric (SRW configurations only)
Windows	Privacy Glass
Cab	Cargo Van
Height	Low Roof
Tires	235/65R16C 121/119 R BSW all-season Tires
Rear Axle Ratio	Electric Axle
Seats	Grey Vinyl 2-way manual Driver and Passenger seats
Body Paint	Oxford White
Exterior Options	Keys: 2 additional (4 total) with key fobs
Exterior Options	Front Bumper – Carbon Black
Exterior Options	Front License Plate Bracket
Exterior Options	Horn – Single-note
Exterior Options	Single AGM Battery – 70 amp-hr
Exterior Options	Black High-Intensity Discharge (HID) Headlamps
Exterior Options	Roof Marker Lamp Delete
Exterior Options	Spare Tire and Wheel
Exterior Options	Fixed Rear Cargo Door Glass

Vehicle Price Summary

Base MSRP ^{S1}	\$51,000
Options ^{S4} & Accessories ^{S8}	\$1,080
Destination Charges ^{S17}	\$2,095
Total MSRP ^{S16}	\$54,175
Quantity	1
Estimated Net Price ^{S5}	\$54,175

Subscriptions

All subscriptions	\$0/mo
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Rear Wheels	SRW
Audio	SYNC 4 with 12.0” multi-function display
Color	Dark Palazzo Grey
Wheelbase	Wheelbase: 148.0"
Engine	Electric Motor with 89.9kWH High-Voltage Battery
Mirrors	Power Adjusting, Manual-Folding.
Drive	RWD
Material	Dark Palazzo Grey Vinyl Seats
Wheels	16” Steel Wheel with Full Silver Wheel Cover Wheels
Series	Cargo Van
Interior Options	B-Pillar Assist Handle (Passenger-side)
Interior Options	Less Rear Seats
Interior Options	Intelligent Access with push-button start.
Interior Options	Reverse Speed Limiter
Interior Options	SOS Post-Crash Alert System™.
Interior Options	Vinyl, Front only
Interior Options	High Resolution Digital Camera
Interior Options	Rearview Mirror
Transmission	Single-Speed Transmission

Vehicle Technical Specifications

Base Curb Weight	6189 lbs
GVWR	9500 lbs
Max Payload	3249 lbs
Seating Capacity	2 seats

*The specification data listed herein is estimated and provided solely for reference purposes. Please check with your local dealer for more precise data.

Subscriptions

Ford Pro™ Telematics Essentials	\$0/mo	Qty 1	Included
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Total Price Summary

Vehicles

All Vehicles Subtotal	\$54,175
Total	\$54,175

Subscriptions

All Subscriptions	\$0
Subscriptions billed separately	

Disclosures

Pricing Summary Disclaimers

S1: Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S4: The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5: Estimate Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S8: Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts. Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty. Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer. Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S16: Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17: Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S19: Based on full charge. 2024 E-Transit™ Cargo Van Low Roof model demonstrated range reflecting current capability based on testing consistent with US EPA MCT drive-cycle methodology ([FuelEconomy.gov](https://www.fueleconomy.gov), [EPA Test Procedure for EV's and PHEV's - 11/14/2017](#)) at ALVW (Adjusted Loaded Vehicle Weight). Medium Roof and High Roof models projected range reflecting capability based on CAE analytical adjustments from tested vehicles and adjusted for roof height. Actual range varies with conditions such as external environment, vehicle use, upfits and alterations, vehicle maintenance, lithium-ion battery age, and state of health.

Subscription Disclosures

Ford Pro Intelligence (1)

Available on vehicles with embedded modem or equipped with approved plug#in device (PID). May require modem activation. Ford Pro Telematics and Ford Pro Data Services require a purchased subscription. Terms and conditions apply. Telematics service and features, and access to vehicle data, depend on subscription and compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

Ford Pro Telematics Essentials (2)

Complimentary product. Available on vehicles with embedded modem. Requires modem activation. Terms and conditions apply. Telematics service and features, and access to vehicle data depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

Ford Pro Telematics (3)

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Ford Pro E-Telematics (4)

Complimentary product. Available on vehicles with embedded modem. Requires modem activation. Terms and conditions apply.

Telematics service and features, and access to vehicle data depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.



Saved Items Summary

Vehicle Configuration 1



Vehicle Configuration

Model	F-150
Bodystyle	F-150 Lightning™ Pro
Tires	275/65R18 BSW All-Terrain Tires
Battery	Dual eMotor - 98 kWh Usable Capacity Standard Range Battery
Secondary Color	Less Secondary Color
Packages	Ford Co-Pilot360™ 2.0
Exterior Options	Fascia Front
Exterior Options	Tailgate – removable with key lock
Exterior Options	Tailgate Appliqué “FORD” Delete
Exterior Options	Zone Lighting
Exterior Options	Rear Privacy Glass
Exterior Options	Rear-window with Fixed Glass and Solar Tint
Exterior Options	Bed Storage Box
Exterior Options	Power Up and Down Front Hood
Exterior Options	Smart Trailer Tow Connector
Exterior Options	Handles, Black Door and Tailgate with Black Beze
Exterior	

Vehicle Price Summary

Base MSRP ^{S1}	\$49,780
Options ^{S4} & Accessories ^{S8}	\$60
Destination Charges ^{S17}	\$2,195
Total MSRP ^{S16}	\$52,035
Quantity	1
Estimated Net Price ^{S5}	\$52,035

Subscriptions

All subscriptions	\$0/mo
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Options	Wipers - Intermittent speed
Exterior Options	Forward Collision Warning
Exterior Options	Less Skid Plates
Exterior Options	Reverse Sensing System
Exterior Options	Pro Power Onboard 2.4kW Exportable Power – 8 120v Outlets, 8 USB Outlets
Exterior Options	Less Fog Lamps
Exterior Options	Class IV Hitch
Exterior Options	Hooks – Black Front Tow Hooks (2)
Exterior Options	Scuff Plates Front
Exterior Options	Grapics Delete
Bumper	Bumper Front – Black
Bumper	Bumper Rear - black
Body Paint	Oxford white
Wheelbase	145" Wheel Base
Audio	Connected Navigation
Audio	SYNC® 4 with Enhanced Voice Recognition
Color	Medium Dark Slate
Box Length	5.5' Box
Engine	Dual eMotor - 98 kWh Usable Capacity Standard Range Battery
Mirrors	Manual-folding, Power Glass with Heat and Black Skull Caps
Series	Pro
Drive	4X4
Material	Vinyl Bucket Front Seats, 2-Way Manual driver and passenger with flow-through console and floor shifter
Grille	Black Coast to Coast Grille
Wheels	18” Machined Wheels with Black High Gloss Pockets
Cab	Crew cab
Interior Options	Front Console Plate Delete
Interior Options	Dual-Zone Electronic Automatic Temperature Control
Interior Options	Jack
Interior	

Options	First Aid Kit with Ford Logo
Interior Options	Black Vinyl Floor Covering
Interior Options	Heated Front Seats
Interior Options	Forward Collision Warning
Interior Options	Steering Wheel, Black Urethane
Interior Options	12” LCD Capacitive Touchscreen with Swipe Capability
Interior Options	12” Digital Instrument Cluster
Interior Options	Blind Spot Assist
Interior Options	Perimeter Alarm
Interior Options	Rearview Mirror, Auto-Dimming
Interior Options	Airbags
Interior Options	Steering Wheel, Black Urethane – Manual Tilt Telescoping and Manual Locking
Interior Options	Bin Delete
Interior Options	2-Way manual driver and passenger Seat Adjuster
Transmission	Single-Speed Transmission
Radio Type	AM/FM with Clock and SiriusXM with 360L
Radio Type	SiriusXM with 360L
Decal	Less Decal

Vehicle Technical Specifications

Base Curb Weight	5960.76 lbs
GCWR	14300 lbs
GVWR	8350 lbs
Max Payload	2329 lbs
Seating Capacity	5 seats

*The specification data listed herein is estimated and provided solely for reference purposes. Please check with your local dealer for more precise data.

Subscriptions

Ford Pro™ Telematics Essentials (en_US subscriptions not configured for this vehicle)	\$0/mo Qty 1 Included
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Total Price Summary

Vehicles

All Vehicles Subtotal	\$52,035
Total	\$52,035

Subscriptions

All Subscriptions	\$0
Subscriptions billed separately	

Disclosures

Pricing Summary Disclaimers

S1: Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

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Ford Pro E-Telematics (4)

Complimentary product. Available on vehicles with embedded modem. Requires modem activation. Terms and conditions apply.

Telematics service and features, and access to vehicle data depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

RESOLUTION NO. 2025-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (EECBG VOUCHER PROGRAM)

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for the 2025-2026 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-09, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 21st day of October, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-85 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of October, 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

**City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-09
EECBG Voucher Program**

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 198 – Federal Grants			
Revenue		153,050	153,050
Expenditures		153,050	153,050
Net Change in Fund Balance			0
EXPENDITURE TOTAL INCREASE		0	



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2533 (CODE AMENDMENT NO. 25-01) TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS WITH APPROVAL OF A CONDITIONAL USE PERMIT

RECOMMENDATION:

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

ORDINANCE NO. 2533 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

BACKGROUND:

On February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the "Development Code Update" which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26). The Development Code Update included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City to address over-concentration issues.

On June 17, 2025, the City Council voted by minute action to direct staff to explore amending the Development Code to allow for existing drive-throughs to be modified to correct traffic, queuing, vacancy, or other related issues. The former Carl's Jr./Spotless Burger restaurant was used as an example: the site's drive-through was approved through a conditional use permit (CUP) as a reverse drive-through, where the drive-through window is accessible through the passenger's side of the vehicle; due to this configuration, the property owner has had problems attracting restaurant tenants, which have all expressed the desire to reconstruct a new building with a different drive-through configuration.

On July 22, 2025, the Planning Commission held a public hearing to consider Code Amendment No. 25-01 and voted to recommend City Council approval and adoption of the draft ordinance. During the public hearing, there were no members of the public who spoke for or against the Code Amendment.

At the September 2, 2025 City Council meeting, the City Council introduced Ordinance No. 2533 to approve Code Amendment No. 25-01. The staff report from the September 2, 2025 meeting is included as Attachment No. 2.

DISCUSSION:

The Ordinance will amend Chapter 26 (Zoning) of the City of West Covina Municipal Code and the Downtown Plan & Code to allow for modifications to existing drive-through food establishments via a conditional use permit.

Staff recommends that the City Council adopt Ordinance No. 2533. If adopted, the Ordinance will take effect on the 31st day following adoption.

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed 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.

ENVIRONMENTAL REVIEW:

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

Prepared by: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

This is strictly an administrative item, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 Ordinance 2533- Adoption

Attachment No. 2 Staff Report - Introduction of Ordinance 2533

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

ORDINANCE NO. 2533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

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

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the “Development Code Update” which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute action to direct staff to explore amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council’s approval and adoption of the code amendment; and

WHEREAS, on September 2, 2025, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

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

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

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

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

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

SECTION 3. Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 25-01.

SECTION 4. General Plan Consistency. Based on the evidence presented, Code Amendment No. 25-01 is found to be consistent with the City's General Plan.

SECTION 5. Findings. In accordance with Section 26-292 of Chapter 26 of the West Covina Municipal Code, the City Council makes the following findings regarding Code Amendment No. 25-01:

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

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 ensures and maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

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

Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community. Therefore, the proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

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

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures. Therefore, the proposed amendment is in compliance with the requirements of CEQA.

SECTION 6. Code Amendment. Table 4.3.1 (Permitted Land Uses) of Section 3 (Land Use Standards) of the West Covina Downtown Plan and Code shall be amended to allow modifications to existing permitted drive-throughs in the T4-GU zones through a conditional use permit process.

SECTION 7. Code Amendment. Subsection E of Section 10.1 of the West Covina Downtown Plan and Code shall be renumbered to F with a new subsection E to read as follows (changes denoted in underline and strikethrough):

E. Drive-through findings and standards

i. Findings. The Planning Commission shall not grant a Conditional Use Permit to modify an existing drive-through facility without making the findings (1) through (6) listed in Section 26-116(j) of the West Covina Municipal Code.

ii. Design Standards. The following standards shall apply to the design of any development providing a drive-through service and/or modifying an existing drive-through.

- a. Drive-through lanes shall not obstruct the circulation routes necessary for access to the property, parking areas (including backup area of parking spaces), and pedestrian walkways.
- b. Drive-through facilities within an integrated shopping center shall be consistent with the center in terms of architectural design and detailing, roof material, exterior finish materials and color.
- c. Each drive-through aisle shall be appropriately screened with a combination of landscaping, low decorative walls, and/or berms to prevent headlight glare from impacting adjacent residences, businesses, public rights-of-way, and parking lots.
- d. Landscaping along the drive-through aisle shall be a minimum of five (5) feet in width.

- e. Decorative paving shall be incorporated at project entrances and in pedestrian areas to improve the aesthetics of the pedestrian environment.
- f. New buildings with drive-through facilities shall orient the primary building entrance toward the street to provide direct access to the public sidewalk.
- iii. Queuing. Modifications to existing drive-through facilities shall require a parking and queuing study that is based on similar operations, addressing the anticipated traffic volumes and vehicular stacking needs of the proposed business. Queuing lanes shall not interfere with the use of or access to any parking or loading spaces.
- iv. Noise. Noise levels shall not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors. This may be achieved through one (1) or more of the following methods, as determined by the Community Development Director or their designee and/or Planning Commission:
 - a. All deliveries and exterior building and landscaping maintenance and cleaning activities may be limited as necessary to achieve compatibility with adjacent sensitive land uses.
 - b. Hours of operation may be limited as necessary to achieve compatibility with adjacent sensitive land uses.
 - c. The applicant shall provide a noise study prepared by an acoustic engineer indicating that the proposed operation will not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors.
 - d. The applicant shall provide the plans and specifications for any potential noise sources (e.g., the speaker system, trash compactor, delivery trucks, etc.).
 - e. If speakers are utilized, the speaker box shall be oriented away from adjacent residences and other sensitive receptors.

EE. Other Municipal Code Standards

All other requirements of the Municipal Code not specifically provided in the Downtown Plan apply including, but not limited to, screening (i.e. rooftop mechanical equipment), trash enclosures, and the installation of underground utilities.

SECTION 8. Code Amendment. “Service, recreational, educational and public assembly uses” Category of Table 2-12 of Section 26-51 of the West Covina Municipal

Code shall be amended to add the following uses and inserted/arranged consistently in alphabetical order (changes denoted in underline):

Uses and Permit Requirements for Mixed-Use Zones	Zones					Special Regulations
	OP MU	NMU	RMU	SMU	M-1	
<u>Drive-through, modification of existing permitted drive-throughs only (food establishments)</u>		<u>CUP</u>	<u>CUP</u>	<u>CUP</u>		<u>Section 26-116</u>
Drive-through, <u>new</u> (food establishments)						

SECTION 9. Code Amendment. Subsection (a) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

- (a) New drive-through~~Drive-through~~ facilities shall not be within five hundred (500) feet of another drive-through facility. This shall be measured from the building and/or queuing lane, whichever is closer.

SECTION 10. Code Amendment. Subsection (b) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

- (b) Area requirements. Every new drive-through facility shall be located on a site having an area of not less than ten thousand (10,000) square feet and a minimum street frontage of not less than one hundred (100) feet.

SECTION 11. Code Amendment. Subsection (c) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

- (c) New drive-through~~Drive-through~~ facilities are prohibited in the West Covina Downtown Plan area.

SECTION 12. Code Amendment. Renumber Subsections c) through f) of Section 26-127(b)(1)(xv) of the West Covina Municipal Code to Section 26-127(b)(1)(xvi) through (xix), respectively to read as follows (changes denoted in underline and strikethrough):

(xv) Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:

- a) The facility is located in a convenience zone or a potential convenience zone as designated by the California Department of Conservation.
- b) A parking study shows that the existing parking capacity is not already fully utilized during the time the recycling facility is in operation.

~~(xvi) e)~~ If the permit expired without renewal, the recycling facility shall be removed from the site on the day following permit expiration.

~~(xvii) d)~~ A twelve-inch (12") by twelve-inch (12") sign which states the redemption value offered shall be posted daily.

~~(xviii) e)~~ The small collection facility shall be screened when determined by the review authority to reduce visibility impacts from off-site and main traffic areas on-site.

~~(xix) f)~~ Small collection facilities shall only be located on a property with a market that is greater than twenty thousand (20,000) square feet in floor area.

SECTION 13. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 14. 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 15. Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

SECTION 16. Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2533 was introduced at a regular meeting of the City Council held on the 2nd day of September, 2025, and adopted at a regular meeting of the City Council held on the 21st day of October, 2025 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2533 (CODE AMENDMENT NO. 25-01) TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS WITH APPROVAL OF A CONDITIONAL USE PERMIT**

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct the public hearing; and
2. Introduce the following Ordinance:

ORDINANCE NO. 2533 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

BACKGROUND:

On February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the "Development Code Update" which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26). The Development Code Update included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City to address over-concentration issues.

On June 17, 2025, the City Council voted by minute action to direct staff to explore amending the Development Code to allow for existing drive-throughs to be modified to correct traffic, queuing, vacancy, or other related issues. The former Carl's Jr./Spotless Burger restaurant was used as an example: the site's drive-through was approved through a conditional use permit (CUP) as a reverse drive-through, where the drive-through window is accessible through the passenger's side of the vehicle; due to this configuration, the property owner has had problems attracting restaurant tenants, which have all expressed the desire to reconstruct a new building with a different drive-through configuration.

Planning Commission Review

On July 22, 2025, the Planning Commission held a public hearing to consider Code Amendment No. 25-01 and voted to recommend City Council approval and adoption of the draft ordinance (Attachment

No. 1). During the public hearing, there were no members of the public who spoke for or against the Code Amendment.

DISCUSSION:

The following is an outline of the proposed changes to the West Covina Development Code as recommended by the Planning Commission and reflected in the proposed ordinance:

Downtown Plan & Code

- **Table 4.3.1** - Revised to explicitly state that modifications to existing drive-throughs in the T-4 General Urban zones would be permitted through a CUP.
- **Subsection E of Section 10.1** - Provides findings for CUP approval that cross-reference the required findings in Section 26-116(i) of the Development Code, and lists the existing applicable drive-through standards within the Development Code.

Development Code

- **Table 2-12 of Section 26-51 and Subsections (a) through (c) of Section 26-116** - Revised to explicitly state that modifications to existing drive-throughs in the Neighborhood Mixed Use (NMU), Regional Mixed Use (RMU) and Service Mixed Use (SMU) zones would be permitted through a CUP, and created a distinction between new and existing drive-throughs.
- **Subsections "c)" through "f)" of Section 26-127(b)(1)(xv)** - Corrected clerical error in numbering.

FINDINGS

Before a Code Amendment is adopted, the following findings are required to be met:

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

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 ensures and maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

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

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community.

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

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

GENERAL PLAN CONSISTENCY

The proposed code amendment is consistent with the following General Plan Policies:

- Our Prosperous Community Policy 2.1: Maintain and enhance the City's current tax base

- Our Prosperous Community Policy 2.4: Build on and grow West Covina's regional appeal
- Our Prosperous Community Policy 2.9: Support local businesses

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed 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.

ENVIRONMENTAL REVIEW:

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

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

This is strictly an administrative item, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Ordinance No. 2533

Attachment No. 2 - Planning Commission Resolution

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

ORDINANCE NO. 2533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

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

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the "Development Code Update" which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute action to direct staff to explore amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council's approval and adoption of the code amendment; and

WHEREAS, on September 2, 2025, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

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

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

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

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

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

SECTION 3. Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 25-01.

SECTION 4. General Plan Consistency. Based on the evidence presented, Code Amendment No. 25-01 is found to be consistent with the City's General Plan.

SECTION 5. Findings. In accordance with Section 26-292 of Chapter 26 of the West Covina Municipal Code, the City Council makes the following findings regarding Code Amendment No. 25-01:

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

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 ensures and maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

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

Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community. Therefore, the proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

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

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures. Therefore, the proposed amendment is in compliance with the requirements of CEQA.

SECTION 6. Code Amendment. Table 4.3.1 (Permitted Land Uses) of Section 3 (Land Use Standards) of the West Covina Downtown Plan and Code shall be amended to allow modifications to existing permitted drive-throughs in the T4-GU zones through a conditional use permit process.

SECTION 7. Code Amendment. Subsection E of Section 10.1 of the West Covina Downtown Plan and Code shall be renumbered to F with a new subsection E to read as follows (changes denoted in underline and strikethrough):

E. Drive-through findings and standards

i. Findings. The Planning Commission shall not grant a Conditional Use Permit to modify an existing drive-through facility without making the findings (1) through (6) listed in Section 26-116(l) of the West Covina Municipal Code.

ii. Design Standards. The following standards shall apply to the design of any development providing a drive-through service and/or modifying an existing drive-through.

- a. Drive-through lanes shall not obstruct the circulation routes necessary for access to the property, parking areas (including backup area of parking spaces), and pedestrian walkways.
- b. Drive-through facilities within an integrated shopping center shall be consistent with the center in terms of architectural design and detailing, roof material, exterior finish materials and color.
- c. Each drive-through aisle shall be appropriately screened with a combination of landscaping, low decorative walls, and/or berms to prevent headlight glare from impacting adjacent residences, businesses, public rights-of-way, and parking lots.
- d. Landscaping along the drive-through aisle shall be a minimum of five (5) feet in width.

- e. Decorative paving shall be incorporated at project entrances and in pedestrian areas to improve the aesthetics of the pedestrian environment.
- f. New buildings with drive-through facilities shall orient the primary building entrance toward the street to provide direct access to the public sidewalk.
- iii. Queuing. Modifications to existing drive-through facilities shall require a parking and queuing study that is based on similar operations, addressing the anticipated traffic volumes and vehicular stacking needs of the proposed business. Queuing lanes shall not interfere with the use of or access to any parking or loading spaces.
- iv. Noise. Noise levels shall not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors. This may be achieved through one (1) or more of the following methods, as determined by the Community Development Director or their designee and/or Planning Commission:
 - a. All deliveries and exterior building and landscaping maintenance and cleaning activities may be limited as necessary to achieve compatibility with adjacent sensitive land uses.
 - b. Hours of operation may be limited as necessary to achieve compatibility with adjacent sensitive land uses.
 - c. The applicant shall provide a noise study prepared by an acoustic engineer indicating that the proposed operation will not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors.
 - d. The applicant shall provide the plans and specifications for any potential noise sources (e.g., the speaker system, trash compactor, delivery trucks, etc.).
 - e. If speakers are utilized, the speaker box shall be oriented away from adjacent residences and other sensitive receptors.

EE. Other Municipal Code Standards

All other requirements of the Municipal Code not specifically provided in the Downtown Plan apply including, but not limited to, screening (i.e. rooftop mechanical equipment), trash enclosures, and the installation of underground utilities.

SECTION 8. Code Amendment. "Service, recreational, educational and public assembly uses" Category of Table 2-12 of Section 26-51 of the West Covina Municipal

Code shall be amended to add the following uses and inserted/arranged consistently in alphabetical order (changes denoted in underline):

Uses and Permit Requirements for Mixed-Use Zones	Zones					Special Regulations
	OP MU	NMU	RMU	SMU	M-1	
<u>Drive-through, modification of existing permitted drive-throughs only (food establishments)</u>		<u>CUP</u>	<u>CUP</u>	<u>CUP</u>		<u>Section 26-116</u>
Drive-through, <u>new</u> (food establishments)						

SECTION 9. Code Amendment. Subsection (a) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

- (a) New drive-through~~Drive-through~~ facilities shall not be within five hundred (500) feet of another drive-through facility. This shall be measured from the building and/or queuing lane, whichever is closer.

SECTION 10. Code Amendment. Subsection (b) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

- (b) Area requirements. Every new drive-through facility shall be located on a site having an area of not less than ten thousand (10,000) square feet and a minimum street frontage of not less than one hundred (100) feet.

SECTION 11. Code Amendment. Subsection (c) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

- (c) New drive-through~~Drive-through~~ facilities are prohibited in the West Covina Downtown Plan area.

SECTION 12. Code Amendment. Renumber Subsections c) through f) of Section 26-127(b)(1)(xv) of the West Covina Municipal Code to Section 26-127(b)(1)(xvi) through (xix), respectively to read as follows (changes denoted in underline and strikethrough):

(xv) Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:

- a) The facility is located in a convenience zone or a potential convenience zone as designated by the California Department of Conservation.
- b) A parking study shows that the existing parking capacity is not already fully utilized during the time the recycling facility is in operation.

~~(xvi) e)~~ If the permit expired without renewal, the recycling facility shall be removed from the site on the day following permit expiration.

~~(xvii) d)~~ A twelve-inch (12") by twelve-inch (12") sign which states the redemption value offered shall be posted daily.

~~(xviii) e)~~ The small collection facility shall be screened when determined by the review authority to reduce visibility impacts from off-site and main traffic areas on-site.

~~(xix) f)~~ Small collection facilities shall only be located on a property with a market that is greater than twenty thousand (20,000) square feet in floor area.

SECTION 13. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 14. 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 15. Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

SECTION 16. Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2533 was introduced at a regular meeting of the City Council held on the 2nd day of September, 2025, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

PLANNING COMMISSION
RESOLUTION NO. 25-6169

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF WEST COVINA, CALIFORNIA,
RECOMMENDING TO THE CITY COUNCIL APPROVAL
OF CODE AMENDMENT NO. 25-01, AMENDING
CHAPTER 26 (ZONING) OF THE WEST COVINA
MUNICIPAL CODE AND THE DOWNTOWN PLAN AND
CODE TO ALLOW MODIFICATIONS TO EXISTING
DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH
THE CONDITIONAL USE PERMIT PROCESS**

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the “Development Code Update” which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute-motion to direct staff to explore Amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council’s approval and adoption of the code amendment; and

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

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

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

SECTION NO. 1: The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION NO. 2: Based on all evidence presented and the findings set forth herein, Code Amendment No. 25-01 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 25-01.

SECTION NO. 3: Based on all evidence presented and the following findings, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 25-01 as shown on EXHIBIT "A."

Findings

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

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

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

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community.

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

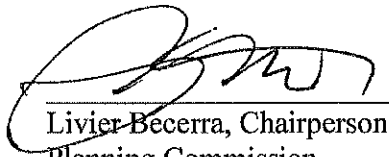
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SECTION NO. 4. CEQA. Pursuant to the State California Environmental Quality Act (CEQA) Guidelines, the Planning Commission finds and determines that the ordinance is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The ordinance would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

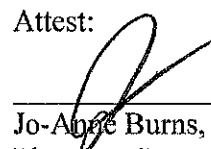
SECTION NO. 5: The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

SECTION NO. 6: Based on all the documents, oral testimony, and other evidence presented in connection with this proceeding and in this Resolution, the Planning Commission recommends that the City Council approve Code Amendment No. 25-01.

PASSED, APPROVED, AND ADOPTED this 22nd day of July, 2025.



Livier Becerra, Chairperson
Planning Commission

Attest:


Jo-Anne Burns, Secretary
Planning Commission

CERTIFICATION

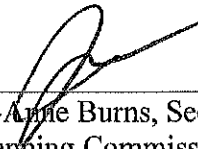
I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 22nd day of July 2025, by the following vote.

AYES: Lewis, Heng, Castellanos, Becerra

NOES: None

ABSTAIN: None

ABSENT: Reyes



Jo-Anne Burns, Secretary
Planning Commission

EXHIBIT A

ORDINANCE NO. #####

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, APPROVING CODE
AMENDMENT NO. 25-01, AMENDING CHAPTER 26
(ZONING) OF THE WEST COVINA MUNICIPAL CODE
AND THE DOWNTOWN PLAN AND CODE TO ALLOW
MODIFICATIONS TO EXISTING DRIVE-THROUGH
FOOD ESTABLISHMENTS THROUGH THE
CONDITIONAL USE PERMIT PROCESS**

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the “Development Code Update” which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute-motion to direct staff to explore Amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council’s approval and adoption of the code amendment; and

WHEREAS, on September 2, 2025, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

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

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

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

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

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

SECTION 3. Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 25-01.

SECTION 4. General Plan Consistency. Based on the evidence presented, Code Amendment No. 25-01 is found to be consistent with the City's General Plan.

SECTION 5. Findings. In accordance with Section 26-292 of Chapter 26 of the West Covina Municipal Code, the City Council makes the following findings regarding Code Amendment No. 25-01:

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

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

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

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community.

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

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

SECTION 6. Code Amendment. Table 4.3.1 (Permitted Land Uses) of Section 3 (Land Use Standards) of the West Covina Downtown Plan & Code shall be amended to allow modifications to existing permitted drive-throughs in the T4-GU zones through a conditional use permit process.

SECTION 7. Code Amendment. Subsection E of Section 10.1 of the West Covina Downtown Plan & Code shall be renumbered to F with a new subsection E to read as follows:

E. Drive-through findings and standards

i. Findings. The Planning Commission shall not grant a Conditional use Permit to modify an existing drive-through facility without making the findings (1) through (6) listed in Section 26-116(j) of the West Covina Municipal Code.

ii. Design Standards. The following standards shall apply to the design of any development providing a drive-through service and/or modifying an existing drive-through.

- a. Drive-through lanes shall not obstruct the circulation routes necessary for access to the property, parking areas (including backup area of parking spaces), and pedestrian walkways.
- b. Drive-through facilities within an integrated shopping center shall be consistent with the center in terms of architectural design and detailing, roof material, exterior finish materials and color.
- c. Each drive-through aisle shall be appropriately screened with a combination of landscaping, low decorative walls, and/or berms to prevent headlight glare from impacting adjacent residences, businesses, public rights-of-way, and parking lots.
- d. Landscaping along the drive-through aisle shall be a minimum of five (5) feet in width.
- e. Decorative paving shall be incorporated at project entrances and in pedestrian areas to improve the aesthetics of the pedestrian environment.
- f. New buildings with drive-through facilities shall orient the primary building entrance toward the street to provide direct access to the public sidewalk.

- iii. Queuing. Modifications to existing drive-through facilities shall require a parking and queuing study that is based on similar operations, addressing the anticipated traffic volumes and vehicular stacking needs of the proposed business. Queuing lanes shall not interfere with the use of or access to any parking or loading spaces.
- iv. Noise. Noise levels shall not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors. This may be achieved through one (1) or more of the following methods, as determined by the Community Development Director or their designee and/or Planning Commission:
 - a. All deliveries and exterior building and landscaping maintenance and cleaning activities may be limited as necessary to achieve compatibility with adjacent sensitive land uses.
 - b. Hours of operation may be limited as necessary to achieve compatibility with adjacent sensitive land uses.
 - c. The applicant shall provide a noise study prepared by an acoustic engineer indicating that the proposed operation will not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors.
 - d. The applicant shall provide the plans and specifications for any potential noise sources (e.g., the speaker system, trash compactor, delivery trucks, etc.).
 - e. If speakers are utilized, the speaker box shall be oriented away from adjacent residences and other sensitive receptors.

F E. Other Municipal Code Standards

All other requirements of the Municipal Code not specifically provided in the Downtown Plan apply including, but not limited to, screening (i.e. rooftop mechanical equipment), trash enclosures, and the installation of underground utilities.

SECTION 8. Code Amendment. “Service, recreational, educational and public assembly uses” Category of Table 2-12 of Section 26-51 of the West Covina Municipal Code shall be amended to add the following uses and inserted/arranged consistently in alphabetical order:

Uses and Permit Requirements for Mixed-Use Zones	Zones					Special Regulations
	OP MU	NMU	RMU	SMU	M-1	
Drive-through, modification of		<u>CUP</u>	<u>CUP</u>	<u>CUP</u>		Section 26-

Uses and Permit Requirements for Mixed-Use Zones	Zones					Special Regulation s
	OP MU	NMU	RMU	SMU	M-1	
<u>existing permitted drive-throughs only (food establishments)</u>						<u>116</u>
Drive-through, <u>new</u> (food establishments)						

SECTION 9. Code Amendment. Subsection (a) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows:

- (a) New drive-through~~Drive-through~~ facilities shall not be within five hundred (500) feet of another drive-through facility. This shall be measured from the building and/or queuing lane, whichever is closer.

SECTION 10. Code Amendment. Subsection (b) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows:

- (b) Area requirements. Every new drive-through facility shall be located on a site having an area of not less than ten thousand (10,000) square feet and a minimum street frontage of not less than one hundred (100) feet.

SECTION 11. Code Amendment. Subsection (c) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows:

- (c) New drive-through~~Drive-through~~ facilities are prohibited in the West Covina Downtown Plan area.

SECTION 12. Code Amendment. Renumber Subsections c) through f) of Section 26-127(b)(1)(xv) of the West Covina Municipal Code to Section 26-127(b)(1)(xvi) through (xix), respectively to read as follows:

- (xv) Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:
- The facility is located in a convenience zone or a potential convenience zone as designated by the California Department of Conservation.

- b) A parking study shows that the existing parking capacity is not already fully utilized during the time the recycling facility is in operation.
- (xvi) e) If the permit expired without renewal, the recycling facility shall be removed from the site on the day following permit expiration.
- (xvii) d) A twelve-inch (12”) by twelve-inch (12”) sign which states the redemption value offered shall be posted daily.
- (xviii) e) The small collection facility shall be screened when determined by the review authority to reduce visibility impacts from off-site and main traffic areas on-site.
- (xix) f) Small collection facilities shall only be located on a property with a market that is greater than twenty thousand (20,000) square feet in floor area.

SECTION 13. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the ordinance is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 14. 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 15. Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

SECTION 16. Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

PASSED, APPROVED AND ADOPTED this 16th day of September 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. ##### was introduced at a regular meeting of the City Council held on the 2nd day of September 2025, and adopted at a regular meeting of the City Council held on the 16th day of September 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 21, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: UPDATE - LANDSCAPE MAINTENANCE SERVICES FOR LANDSCAPE MAINTENANCE DISTRICTS (LMDs) AND COASTAL SAGE AND SCRUB AREAS AT SPORTSPLEX

RECOMMENDATION:

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

BACKGROUND:

There are five Landscape Maintenance Districts (LMDs) in West Covina. LMDs for parts of the community were established pursuant to the Municipal Improvement Act of 1911 (LMDs 1 and 2) and Landscaping and Lighting Act of 1972 (LMDs 4, 6, and 7) at the request of the owners of the developments in lieu of forming Homeowners' Associations. Funds collected by the districts are used to maintain landscaping, irrigation and hardscape (i.e. sidewalks, walls, graffiti abatement, clean-up of site, etc.) in public open space areas within its boundaries. The areas covered include maintenance for the Coastal Sage and Scrub Community Facility District (CSS) that consists of the gnatcatcher habitat restoration program, parkway maintenance and street lighting in the Sportsplex area.

Due to budgetary limitations, the scope of services for landscape maintenance in the LMDs had been reduced over the various contract years. The older scope of services only required 3 feet clearance from sidewalks and 6-10 feet fire clearance behind residences. The scope of services outlined in the Request for Proposal (RFP No. 61-021) in 2023 was changed significantly to include full hillsides with brush and vegetation to be trimmed to a maximum height of 4 feet.

Staff issued RFP No. 61-021 for landscape maintenance services for all Landscape Maintenance Districts, known as LMDs 1, 2, 4, 6, 7 and Sportsplex Coastal Sage, and Scrub Areas on February 13, 2023. The RFP was sent out to subscribers through the City's third-party website, Planet Bids.

At the September 5, 2023 City Council meeting, the City Council awarded the RFP to Merchants Landscape Services, Inc. (Merchants) and authorized the City Manager to execute an agreement with Merchants and any future amendments to the agreement.

The Maintenance Services Agreement (Agreement) between the City of West Covina and Merchants is included as Attachment No. 1. Merchants began providing services pursuant to the Agreement on November 1, 2023.

DISCUSSION:

Public Works staff routinely does visual/drive-by inspections to monitor contracted services to ensure the City's appearance and respond to issues reported through the GoGov app or the reporting telephone number (626) 939-8458. City staff is in regular communication with Merchants' staff for updates and to ensure the scope of services is being met.

Per the direction of City Council, representatives from Merchants have been asked to provide a PowerPoint Presentation as an update and to be available to answer any questions and address any concerns.

Prepared by: Renee M. G. Chavez, Management Analyst I

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

This is strictly an administrative item to receive and file; therefore, there is not an associated fiscal impact with this report.

Attachments

Attachment No. 1- MSA with Merchants Landscape Services, Inc.

Attachment No. 2 Merchants Presentation

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

**CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
MERCHANTS LANDSCAPE SERVICES, INC.
FOR
LANDSCAPE AND MAINTENANCE SERVICES FOR LANDSCAPE MAINTENANCE
DISTRICTS NOS. 1, 2, 4, 6, AND 7, AND WEST COVINA SPORTSPLEX COASTAL SAGE
AND SCRUB AREAS**

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into this 30th day of October, 2023 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide landscape and maintenance services for the City's Landscape Maintenance Districts Nos. 1, 2, 4, 6, and 7 and the West Covina Sportsplex Coastal Sage and Scrub areas, as more fully described herein; and

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

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

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

E. Contractor responded to City's Request for Proposals No. 61-021 dated February 13, 2023, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

1.2. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California

Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

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

1.3. Performance Standards; Liquidated Damages.

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

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

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

- (b) Liquidated Damages.

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

- (1) All the time limits and acts required to be performed by Contractor are of the essence of this Agreement;
 - (2) Contractor is experienced in the performance of the work required by this Agreement;
 - (3) The Agreement contains a reasonable statement of the work to be performed in order that the expectations of the parties are realized. The expectation of City is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the work in accordance with the terms and conditions of this Agreement at the prices set forth in the fee schedule;
 - (4) The parties are not under any compulsion to contract;
 - (5) Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered in connection with award of this Agreement to Contractor; and
 - (6) The liquidated damages specified herein represent a fair approximation of the damages the City would incur as a result of Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- (iii) Liquidated damages will be assessed as follows:
- (1) Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) for each calendar day that the Contractor fails to complete work in accordance with the agreed upon maintenance schedule. City will notify Contractor in writing within twenty-four (24) hours of a failure to provide services in accordance with the maintenance schedule.
 - (2) If Contractor fails to meet any specification identified in Exhibit A, City will notify Contractor in writing of such failure within seventy-two (72) hours. Contractor shall cure the failure within seventy-two (72) hours of receipt of such notice. If such failure is not corrected within such twenty-four (24) hour period, Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per failure identified by City, per occurrence. City will assess liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per failure identified for each calendar day the failure continues until the

performance failure is corrected to the City's satisfaction.

- (3) In addition to the amounts set forth above, the City may impose remedies in accordance with the Performance Requirements Summary, attached hereto as Exhibit "C" and incorporated herein, if the performance criteria detailed therein is not met to acceptable standards as determined by the Public Services Director or his/her designee.

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

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

1.5. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

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

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

1.8. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade

secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor in the amount of Sixty-Four Thousand Dollars (\$64,000.00) per month in accordance with the fee schedule set forth in Exhibit B ("Fee Schedule"). Contractor's total compensation shall not exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence work on November 1, 2023 ("Work Commencement Date"). Contractor shall perform all services in strict compliance with the project schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Work Commencement Date, ending October 31, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

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

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

[SIGNATURE PAGE FOLLOWS.]

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

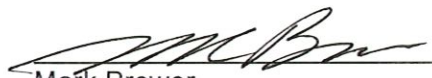
CITY OF WEST COVINA,
A municipal corporation



Paulina Morales
Acting City Manager

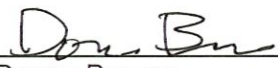
Date: 11-7-23

CONTRACTOR



Mark Brower
President

Date: 10/30/23



Donna Brower
Corporate Secretary

Date: 10/30/23

ATTEST:



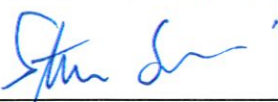
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:



Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:



Stephanie Sikkema
Acting Human Resources and Risk
Management Director

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

A. WORKMANSHIP

1. Work shall be performed by competent workers supervised by a supervisor who has experience and technical training in landscape maintenance work. Contractor shall meet with the City representative once weekly to review the landscaping and discuss maintenance operations. At the weekly meeting, Contractor will provide the City representative with all completed City work orders, a "Work Location Schedule Checklist" for other work completed during that week. This checklist will indicate locations of service and date that service was completed.
2. Contractor shall not hire or employ any person to perform work within the City of West Covina or allow any person-to-person to perform work required under this agreement unless such person is properly documented and legally employed in the United States.

B. WORKING HOURS

1. Normal working hours shall be an eight-hour day Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.
2. Irrigation of general areas is controlled by automatic time clocks and shall be watered between 9:00 p.m. and 6:00 a.m. when requested. Manual irrigation shall be performed during normal working hours.

C. RESPONSIBILITY, COORDINATION, MEETINGS

1. At award of contract, the Contractor shall complete a Maintenance Schedule Calendar covering the first 12-month period of this contract. This calendar will outline a timeline schedule for all maintenance activities, including mowing, weed abatement and any scheduled herbicide applications, pruning and all other required activities listed in this agreement ("Maintenance Schedule Calendar"). This Maintenance Schedule Calendar shall be reviewed on a monthly basis to ensure maintenance activities adhere to the agreement. This Maintenance Schedule Calendar shall be reviewed and updated as agreed upon by City and Contractor at the end of each 12-month period of this agreement. Contractor shall submit a monthly work schedule in writing to the City on the 25th day of each month of work to be completed in the following month per the Maintenance Schedule Calendar.
2. Contractor shall complete and give to the City representative a Work Location Schedule Checklist, in a format provided by the City, at each weekly meeting indicating locations serviced and the types of service provided and the date the service was provided.

3. Contractor shall complete an Irrigation Maintenance Log located at each controller which records daily maintenance activities that adhere to the schedule developed. This maintenance log shall be discussed with the City representative at scheduled walk-through/inspections.
4. Contractor shall secure and maintain all required permits and licenses and pay all fees necessary to legally complete the work of this agreement. Contractor shall meet with the City representative once weekly to review the landscaping, discuss maintenance operations, determine progress, and identify areas needing attention. Contractor shall attend additional meetings if deemed necessary by the City representative.

D. OFFICE LOCATIONS/EMERGENCY CALL-OUT

Contractor shall maintain an office within a 50-mile radius of the City and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than one (1) hour after notification. For example, a break in the irrigation system where the water is flowing is considered an emergency for which the City would request services after hours.

Should the Contractor fail to respond as specified herein, the Contractor will be liable for any loss sustained by the City to correct said emergency.

E. RECORDS AND REPORTS

1. Records

Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this agreement and enable the City representative to evaluate the performance of such services. The City representative shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

2. Reports

At the first meeting regarding this agreement, City and Contractor will agree upon the frequency within which Contractor will submit reports to City detailing Contractor's maintenance activities and such other information as may be required by City. The frequency of such reports may be changed at the City's direction. Contractor shall also prepare and submit to the City representative such reports concerning the performance of the services required by this agreement as the City representative may require.

F. WORK AREAS/SITES

- a) Areas defined within the boundaries of Maintenance District 1, including Edison Easement.
- b) Areas defined as within the boundaries of Maintenance District 2.
- c) Areas defined as within the boundaries of Maintenance District 4.
- d) West Covina Sportsplex Perimeter Areas.
- e) Parts of Maintenance Districts 1, 2 and 4 include drought tolerant landscaping. For these areas, the RFP scope of services applies but in addition, all shrubs must be maintained under 3 feet, must be weed abated, mulch depth should be kept at a minimum of 3 inches, sidewalks must be clear of mulch and debris and jute netting should be secured and maintained at all times.
- f) Areas defined as within the boundaries of Maintenance District #6. MD#6 currently has approximately 9 acres of manufactured, irrigated slope area and 78 acres of natural open space area.
- g) Areas defined as within the boundaries of Maintenance District #7. (See Maps 84, 85 and 86). MD#7 currently has approximately 15 acres of manufactured, irrigated slope area and 16 acres of natural open space area; ten acres of which are included in this agreement for yearly weed abatement.
- h) Other newly developed, irrigated, manufactured landscaped areas falling within the boundaries of Maintenance District #7 as adopted by the City, during the term of this agreement. Each bidder shall furnish the City of West Covina a unit cost, 1000 square feet, of landscaped area. The City will use this unit cost, at any time during this agreement, to add additional locations to this agreement. All additions will be maintained as per specifications MD 6 & 7. The City of West Covina reserves the right to determine how many square feet shall apply to this unit cost.

Site maps are provided are provided at the end of this scope.

GENERAL PROJECT DESCRIPTION

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

- a) Weeding and cultivating
- b) Fertilizing
- c) Trimming, pruning, training
- d) Apply growth inhibitors up to twice a year or as determined by City
- e) Hedging (where specified)
- f) Watering, manual watering-quick connects, manual hand watering-hose
- g) Irrigation system maintenance, repairs and replacement
- h) Mowing, edging
- i) Aerifying, slicing, coring
- j) Pest control
- k) Plant removal and replacement
- l) Clean-up, sweeping, vacuuming, wash down hardscape areas
- m) Trash pick-up, clean-up and empty trash cans, replace liners
- n) Overseeding and sodding
- o) Weed abatement, leaf removal
- p) Brush abatement
- q) Maintains walks, fence, and wall, etc. repair/replacement, painting
- r) Haul, transport, carry, load, dump and/or drag soil replacement
- s) Leveling, grading, spreading, scraping of top soil, and sand
- t) Provide contact with public and 24-hour emergency callout
- u) Uniforms

Maintenance Districts 1, 2, and 4

A. DESCRIPTION OF WORK AND WORKMANSHIP

1. Turf Areas

- a) Mowing equipment shall be approved prior to use and shall be maintained in good mechanical working order. Equipment will be maintained in order to provide the sharpest and cleanest cut of the individual grass blades. Clippings shall be mechanically collected, if required. Mowing frequency shall be a function of the turf growth rate and accomplished when the grass blade reaches a height of no more than one-third greater than the routine mowing height. In most every situation turf grass mowing is established on a weekly, seven-day schedule. This schedule may be extended to every ten days during the winter season following inclement weather.

In addition to mowing of general turf areas, trimming around sprinkler heads, obstacles and turf grass edges are routinely accomplished at the same frequency as the mowing schedule. This will include power edgers, nylon line trimmers and hand clipping, where necessary. All sidewalk, curb, plant beds, pathway, or abrupt transition area adjacent to maintained turf will be edged weekly. Trim around trees keeping grass one foot away from the base of the tree, using non-selective herbicides.

Turfgrass will be maintained at the following heights:

Hybrid Bermuda - 1/2" to 3/4"

Bermuda, Kikuyagrass - 1" to 1-1/4" Bluegrass

Perennial Rye - 1-1/4" to 2 1/4"

Fescue - 2 1/4" to 3"

- b) Irrigation will be scheduled as necessary to maintain proper growth rate and optimum appearance of all turf areas.
- c) Maintain lawn areas in a weed-free condition. A weed control program will be established based on a combination of preventative and curative program as follows:
 - i. A pre-emergent crabgrass control shall be applied to all turf between September 1 and March 1 of each year. Notify the Public Services Director or his/her designee before commencing work. The City must inspect materials on site prior to application.
 - ii. Broad leaf weed control in turf grass areas will be accomplished by curative means. Post-emergence herbicides for these weeds will be applied twice during the growing season when broad leaf weeds are active. The timing of these applications shall be late spring and early summer. Additional spot applications, as needed, of a broad leaf herbicide may be required through the season, as necessary to ensure weed free turf.
- d) Aerate a minimum of 3 times a year between April 1 and May 1, between June 1 and July 1, and between October 1 and November 1. Aerate all turf by removing 1/2" diameter by 4" deep cores of sod with an aerator machine at not more than 6" spacing. Notify Maintenance Division prior to doing the work.
- e) Fertilize, using the following schedule. Apply at a rate of one (1) lb. of actual nitrogen per 1,000 square feet. The City must inspect materials prior to application.

February:	21-7-14
April:	15-15-15
June:	16-6-8
October	9-9-9- w/ Iron

- f) Diseases and insect control will be programmed on a curative basis only. Once a problem has been identified, immediate control measures may be required. (Due to the highly variable nature of disease and insect problems, no minimal recommended standard can be applied to this area).

- g) Control pests including, but not limited to insects, weeds, and snails, as needed, to provide a healthy environment for plants and public.

2. Trees under 25 Feet

- a) Specific pruning procedures shall meet the following criteria:
 - i. Removal of dead wood and crossed branches.
 - ii. Removal of diseased branches.
 - iii. Removal of all suckers.
 - iv. Removal of water sprouts.
 - v. Remove any low-growing, hanging, or broken branches.
 - vi. Pruning cuts shall be made in such a manner that the entire branch is removed back to the main trunk or to a vigorous lateral.
 - vii. All pruning cuts shall be made without leaving a stub. Cuts should be made behind the branch-bark ridge, and the branch collar should not be cut.
 - viii. Total removal of tree canopy shall not exceed 25%.
- b) In the interest of public safety, pruning shall be performed on a monthly basis to provide the following:
 - i. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view sight from a distance of 100 feet (prior to reaching signs).
 - ii. Pruning shall include the cutting back of trees adjacent to roadway intersections to provide an adequate sign distance for vehicles entering intersection.
 - iii. Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls, walkways, stairways and turf areas. Roadways will require a minimum height clearance of fourteen (14) feet.
 - iv. Clear visibility shall be provided of all building signs and various signs posted, so that all signs are visible from a distance of 100 feet.
- c) Stake and support trees when necessary.
- d) All guys and ties shall be checked frequently to avoid girdling.

- e) Irrigate as required to maintain adequate growth and appearance.
- f) Control pests and diseases as needed. Rodents when requested by the City.
- g) Application of an iron chelate fertilizer shall be used as needed throughout the year, where necessary to maintain healthy, vigorous growth and good foliage.
- h) All olive trees shall be sprayed twice each spring (once flowers are in full bloom), at a 14-day interval to prevent fruit development.

3. Dead or Diseased Shrubs and Trees

Contractor, at no additional cost to the City, will provide incidental removal of dead or diseased shrubs and trees. Contractor shall notify the City immediately when the following conditions are present:

- a) Trees appear to be on a decline for no apparent reason that is known to the Contractor.
- b) Trees are dead.
- c) Shrubs or trees are diseased from any one of the following pests:
 - i. Insects, mites and other invertebrates
 - ii. Plant pathogens/fungi, molds, etc.
 - iii. Nematodes
 - iv. Vertebrate pests
- d) Removal of volunteer trees 9 ft or below.
All tree removals shall be performed in a safe and professional manner without damage to any other improvements. Contractor shall repair or replace any drainage items, irrigation equipment, or construction elements that were damaged by the tree removal process.

4. Shrubs - Any height

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

- a) Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.
- b) Shrubs, which for security or view preservation reasons, must be maintained at a

low height.

- c) Shrubs in walkways are to be kept at a maximum height of 4 feet with a 1 foot skirt.

All shrubs shall be selectively pruned as to maintain natural form. Shrubs shall be pruned at least once per year as needed to prevent sidewalk, street and sign obstructions. A minimum of three (3) feet clearance will be maintained between the plant material in the maintenance district and all adjacent fences and walls. Shrubs near homes will be pruned to reduce size as needed or requested to restore views. Shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle from sidewalks. Shrubs shall also be pruned to minimize blockage of irrigation head's watering patterns. This work shall occur during the fall, winter or spring season and shall not commence without prior notification to the Public Services Director or his/her designee.

Other than the areas specifically detailed above, all hillsides are to be trimmed to a maximum of 4 ft.

5. Irrigated Slopes and Ground Cover Areas

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance.

Ground covers shall be trimmed a maximum of six (6) inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, and shrub and vine trunks on a regularly scheduled basis or as needed or requested by City. Ground covers shall not be trimmed vertically at these edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunks of trees and shrubs should be trimmed and maintained in a small, cleared circle of a maximum of six (6) inches away from the base of trunks. The intent is to not have large patches of bare, cleared soil out to the driplines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

- a) A weed is defined as an undesirable plant, which will be determined by the Public Services Director or his/her designee.
- b) All weeds shall be removed as they appear. A broad-spectrum pre-emergent weed control, such as Surflan, shall be applied to shrub beds and ground cover beds and slopes twice yearly. First application shall be applied between February 1 and February 28, and the second application shall be applied between October 1 and October 31. The City must inspect materials on site prior to application. Additional weed control shall be initiated as necessary or as directed by City to maintain a weed-free condition.
- c) Nutshedge, Bermudagrass, Morning Glory shall be treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated

landscaped slope area.

- d) Treat ivy areas as necessary to control bacterial leaf spot.
- e) Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas. Growth retardant, if properly applied, can be used.
- f) The seed stems and heads shall be removed from grasses and dead flower heads in order to keep a groomed appearance at all times.
- g) Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any necessary pesticide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all fungicides, insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City representative at the Maintenance Division.
- h) Fertilization schedule, slope and shrub areas:

April:	15-15-15
September:	7-7-7 w/ Iron or 9-9-9 w/ Iron

NOTE: All iron rates must be approved by the City and shall be within the guidelines of the manufacturers recommended rates. Equivalent must be approved by the City. The City prior to application must inspect materials on site.

- i) Natural Areas (non-irrigated)
 - i. Annual weed abatement to occur between March 1 and June 15.
 - ii. Keep weeds less than six (6) inches in height year-round.
 - iii. A pre-emergent herbicide may be used.
 - iv. A post-emergent non-selective herbicide may be used.
 - v. Annually thin out tall shrub as per City request.
- j) Edison Easement (natural non-irrigated)

This area is located on the westerly edge of MD#1 and stretches between Temple Avenue and Gemini Street to the south. It requires additional maintenance as follows:

- i. The area shall be weed abated twice annually – once between April 20 and May 5, and again between September 15 and September 30.
- ii. Nylon line trimmers, and hand cutting, where necessary, will be used to knock down all weeds and dry brush between the block wall on the west side and the residential fences on the east side. All weeds and brush shall then be raked up

and hauled off the site to be recycled as green waste.

6. Drainage

Landscape Area Drains:

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

- a) Removal of soil, debris, and vegetation from grates.
- b) Skimming out soil from perimeter of drains to a depth of approximately one (1) inch below grate inlet elevation.
- c) Removal of soil and debris from inside area drains.
- d) Flushing drain lines.
- e) Replacement of broken or damaged grates, drain inlet bodies, and drain lines.

Landscape Drainage Swales and Flow Lines:

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

- a) Conduct periodic inspection of flow lines to insure their proper function.
- b) In shrub areas, remove soil, silt, vegetation, and other debris that may block the flow of water to the required area drain. Low spots that may hold water shall also be filled.
- c) In turfgrass areas, dethatch flow lines, remove and replace sod to lower grade, or fill low spots with sand as needed to clear original swale or flow line that is blocked by turfgrass thatch accumulation.

Bench Drains on Slopes:

Contractor shall inspect monthly any concrete bench drains or swales that may be present on maintained slopes for dirt or debris from erosion and cracks or damage to bench drains, which would obstruct intended water flow. Contractor shall remove all dirt and debris, as needed. Contractor shall backfill the underside of the concrete bench drain as needed to control soil erosion. Any necessary repair work to bench drains, such as repairing or patching of cracks and damage, shall be reported to the City representative.

7. Irrigation

- a) All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications. Contractor shall inspect irrigation system weekly during regular maintenance activities for immediate concerns, such as broken and malfunctioning heads, and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery, at no cost to the City. More detailed inspections of system equipment and performance shall be conducted once per month throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City representative once per month at the scheduled walkthrough/inspection. This shall comprise all irrigation components, which include but are not limited to back flow prevention devices, main pressure lines, lateral lines, sprinkler heads, pumps, controllers, valves, wiring and rain guards if installed.
- b) Contractor shall keep backflow prevention devices in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device tests as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City.
- c) Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and back flow devices shall be kept a deep forest green. City must approve color of paint prior to application.
- d) Irrigation controllers shall be kept in continuous working order. Contractor shall repair and clean the irrigation controllers, as needed, to ensure good working performance. Contractor shall notify the City of any unit not in service or needing repair.
- e) Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations. Contractor shall submit test and repair reports annually to the water districts on behalf of the City.
- f) Contractor shall provide all materials and labor necessary for repairing backflow prevention devices.
- g) Bi-Monthly the Contractor shall make the following checks and adjustments to all sprinkler head operations to maintain proper coverage.

Rotaries and impacts:

Impacts only:

- 1. Clogged Nozzles
- 2. Plant Obstructed Pattern
- 3. Arc Coverage
- 4. Radius Adjustment
- 5. Pop-up Action
- 6. Riser Seal Leaks

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

7. Set to Grade
8. Coverage – Pressure
9. Rotational Speed
10. Clogged Screens
11. Head Damage
12. Swing Joint Damage

- h) Contractor will make the following changes as needed, raising, lowering, moving or adding heads to provide adequate coverage of all landscape areas as needed. Riser height shall be adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.
- i) Contractor shall check all valves weekly for opening, closing completely (Weeping).
- j) Contractor shall stock high use items for repair of irrigation systems.
- k) Contractor shall replace components of irrigation system with approved type of material (brand and model number), or substitutes approved by City.
- l) Contractor shall compile and maintain "as built" of all irrigation systems to include location and serial numbers of major components and furnish City ongoing copies of these plans. As built drawings shall be given to the City upon termination of agreement and prior to final payment.
- m) For areas with drip systems, Contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45 PSI maximum. 25 PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs it is essential to flush the lines using the existing hose bib clean outs. Surveillance of the system should be made every other week checking for breaks, leaks and clogging.
- n) Contractor shall perform manual irrigation inspections during normal working hours, except if prohibited by water use restrictions. Walkways shall not be watered when pedestrian traffic is present. Irrigation system shall be installed and adjusted to prevent water from spraying on pavement line, but not limited to driveways, houses, private property, parking areas, and streets. Where irrigation of general areas is controlled by automatic time clocks, they shall be watered between 9:00 PM and 6:00 AM.
- o) Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require Contractor to change or reset the watering cycles at any time during this agreement.
- p) Contractor shall notify the City immediately if any plant materials or grass areas appear to be wilting or stressed or if other problems develop from a lack of water or over-watering.
- q) Damage resulting from any cause shall be immediately reported to the Public

Services Director or his/her designee.

- r) The repair or replacement of any irrigation component such as valves, sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification from the Maintenance Division. Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.
- s) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this agreement and Contractor will not receive any additional compensation for this work.
- t) Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices and irrigation controllers only. Except as noted in item (u) below, compensation for all other costs is included in this agreement, and Contractor will not receive any additional compensation for this work.
- u) Where it has been confirmed that damage is the result of City forces or the result of construction being performed by another contractor working on a separate City project, Contractor shall submit an estimate of costs for correction to City. City may authorize repair by Contractor, and if authorized, will pay for this work in the same manner as payment for "extra work."
- v) Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.

8. Pesticides

- a) Contractor shall apply pesticides as needed to control pests, weeds, and infestations, including, but not limited to: insects, mites, snails and other invertebrates; plant pathogens/fungi, molds, etc.; and weeds. Areas of infestation shall be treated immediately when observed unless special time requirements are State mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest free condition. Contractor shall perform applications of plant growth regulators only with permission from the City.
- b) Pesticide operations, where required, shall be performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the application of pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of "restricted materials", as designated by the California Department of Pesticide Control, shall comply with the following:
 - i. Contractor or its legally authorized subcontractor must obtain and maintain a Restricted Materials Permit for possession and use from the Agricultural Commissioner's Office of the County of Los Angeles.

- ii. Contractor shall provide a photocopy of the Restricted Materials Permit to City prior to possession or use of restricted materials.
- iii. No restricted materials shall be stored on City property.
- iv. Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public right-of-way.
- v. Contractor shall treat gophers, ground squirrels, bees, and other vertebrates, when requested by the City.
- vi. No spraying when the public is present.
- vii. Treated areas shall not to be entered until spray has dried.
- viii. A 48-hour notice of intent to use pesticides shall be provided to City.
- ix. No spraying when wind exceeds 10 miles per hour.
- x. Contractor shall comply with the State of California guidelines and legal requirements for handling and application.

- xi. A photocopy of a Safety Data Sheet must be furnished to City for each pesticide use. Each Safety Data Sheet must contain all information required by the State of California.

9. Traffic, Barriers, Signs, Safety

- a) Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook", published by Building News, Inc., with modifications as permitted and/or requested by the Public Services Director or his/her designee. Such requirements are considered minimum requirements and do not relieve the Contractor of responsibility for public safety.
- b) A minimum of one (1) paved traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. Contractor shall secure in place all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.
- c) Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the Public Services Director or his/her designee is maintained at all times.
- d) Contractor may post temporary "No Parking" signs along the side of work, at no additional cost to City. Signs may be obtained from the City Yard at 825 Sunset Avenue, West Covina.
- e) Contractor shall maintain all existing official signs, including, but not limited to, directional, warning, advisory, regulatory, and street markers in an erect and functional position at all times during the work period in either temporary or permanent locations as designated by the Public Services Director or his/her designee. Contractor shall at no cost to the City replace any of these signs which are damaged or lost.
- f) All operations will be conducted so as to provide maximum safety for the public. Where work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at its own expense and place whatever signs, lights, barricades, or other safety devices necessary to prevent accidents, injuries, or damages, consistent with the City, County and State standards.

10. Sound Control

Contractor shall not make excessive noise before 8:00 a.m. In addition, the Contractor shall comply with the City noise ordinance requirements set forth in Article IV (Noise Regulations) of Chapter 15 (Miscellaneous Provisions Relating to Public Health and Safety) of the West Covina Municipal Code. Said noise level requirements shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by

safety laws for the protection of personnel.

11. Green Waste

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

12. Cleaning

- a) Contractor shall maintain the scope of work areas clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of its operations.
- b) Contractor shall keep all gutters, curbs, and walks adjacent to scope of work areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept twice weekly. Contractor will keep sidewalks free of slime where constant runoff occurs.
- c) Contractor shall remove leaves, paper, weeds, and any other debris from landscaped areas and all hardscape areas (including but not limited to sidewalks, curb and gutter and roadways) and dispose of such items offsite. This shall be accomplished weekly with additional days as needed at the request of the City with no additional payment made to the Contractor. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this agreement must be controlled with contact non-selective herbicides, as needed or directed by the City.
- d) Contractor shall monitor all maintenance areas of this agreement weekly or as often as needed or directed by the City, to remove rubbish, trash, litter, debris (organic or non-organic), and broken or dead plant material lying on the ground. This includes all rubbish, trash, litter and debris left by others within the boundaries of scope of work areas.

13. Protection of Existing Facilities

Contractor shall protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage caused by Contractor, its vehicles or equipment shall be replaced by Contractor immediately at no cost to the City. Replacement materials and work are subject to approval by City.

14. Replacement, Vandalism

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

15. Deficiencies

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

The Public Services Director or his/her designee shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three (3) days from the date the notice is provided to request a meeting with the Public Services Director or his/her designee. Said meeting shall be held within three (3) days of such request at the time and place selected by the Public Services Director or his/her designee. If, at the conclusion of that meeting, the Public Services Director or his/her designee determines that the Contractor is deficient in the performance of the agreement, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The Public Services Director or his/her designee may specify a longer period for the correction of deficiencies.

16. Miscellaneous

- a) Contractor shall not remove any political signs during election periods, unless requested by the Public Services Director or his/her designee.
- b) City may request that fences be repaired. The City will pay the wholesale cost of fence materials. The Contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.
- c) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.
- d) Contractor will report to City any malfunction or damage of the lighting system in any City maintenance area.
- e) Notification of all "specialty type" maintenance operations shall be given to the City at least 48 hours prior to each of these operations by the Contractor. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.
- f) Should the Contractor fail to respond as specified by the agreement, the Contractor will be liable for any loss sustained by the City.
- g) Contractor shall furnish all materials to accomplish maintenance in accordance with the scope of work.

Maintenance Districts 6 and 7

A. DESCRIPTION OF WORK AND WORKMANSHIP

1. Pest Control

- a) Diseases and insect control will be programmed on a curative basis only. Once a problem has been identified, immediate control measures may be required. (Due to the highly variable nature of disease and insect problems, no minimal recommended standard can be applied to this area).
- b) Control pests including, but not limited to insects, weeds, snails, vertebrates pests such as gophers and squirrels as needed to provide a healthy environment for plants and public.

2. Trees under 25 Feet

- a) Specific pruning procedures shall meet the following criteria:
 - i. Removal of dead wood and crossed branches.
 - ii. Removal of diseased branches.
 - iii. Removal of all suckers.
 - iv. Removal of water sprouts.
 - v. Remove any low-growing, hanging, or broken branches.
 - vi. Pruning cuts shall be made in such a manner that the entire branch is removed back to the main trunk or to a vigorous lateral.
 - vii. All pruning cuts shall be made without leaving a stub. Cuts should be made behind the branch-bark ridge, and the branch collar should not be cut.
 - viii. Total removal of tree canopy shall not exceed 25%.
- b) In the interest of public safety, pruning shall be performed on a monthly basis to provide the following:
 - i. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view sight from a distance of 100 feet (prior to reaching signs).
 - ii. Pruning shall include the cutting back of trees adjacent to roadway intersections to provide an adequate sign distance for vehicles entering intersection.
 - iii. Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls, walkways, stairways and turf areas. Roadways will require a minimum height clearance of 14 feet.
 - iv. Clear visibility shall be provided of all building signs and various signs posted, so that all signs are visible from a distance of 100 feet.
- c) Stake and support trees when necessary.
- d) All guys and ties shall be checked frequently to avoid girdling.
- e) Irrigate as required to maintain adequate growth and appearance.

- f) Control pests and diseases as needed. Rodents when requested by the City.
- g) Application of an iron chelate fertilizer shall be used as needed throughout the year, where necessary to maintain healthy, vigorous growth and good foliage.
- h) All olive trees shall be sprayed twice each spring (once flowers are in full bloom), at a 14-day interval to prevent fruit development.

3. Dead or Diseased Shrubs and Trees

Contractor, at no additional cost to the City, will require incidental removal of dead or diseased shrub and trees. Contractor shall notify the City immediately when the following conditions are present:

- a) Trees appear to be on a decline for no apparent reason that is known to the Contractor.
- b) Trees are dead.
- c) Shrubs or trees are diseased from any one of the following pests:
 - i. Insects, mites and other invertebrates
 - ii. Plant pathogens/fungi, molds, etc.
 - iii. Nematodes
 - iv. Vertebrate pest
- d) Removal of volunteer trees 9 ft or below.

All tree removals shall be performed in a safe and professional manner without damage to any other improvements. Contractor shall repair or replace any drainage items, irrigation equipment, or construction elements that were damaged by the tree removal process.

4. Shrubs any height

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

- a) Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.
- b) Shrubs, which for security or view preservation reason, must be maintained at a low height.
- c) Shrubs in walkways are to be kept at a maximum height of 4 feet with 1 foot skirt.

All shrubs shall be selectively pruned as to maintain natural form. Shrubs shall be pruned at least once per year as needed to prevent sidewalk, street and sign obstructions. A minimum of three (3) feet clearance will be maintained between the plant material in the maintenance district and all adjacent fences and walls. Shrubs near homes will be pruned to reduce size as needed or requested to restore views. Shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle from sidewalks. Shrubs shall also be pruned to minimize blockage of irrigation head's watering patterns. This work shall occur during the fall, winter or spring season and shall not commence without prior notification to the Public Services Director or his/her designee.

Other than the areas specifically detailed above, all hillsides are to be trimmed to a maximum of 4 ft.

5. Irrigated Slopes and Ground Cover Areas

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance. Ground covers shall be trimmed a maximum of six (6) inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, and shrub and vine trunks on a regularly scheduled basis or as needed or requested by City. Ground covers shall not be trimmed vertically at these edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunks of trees and shrubs should be trimmed and maintained in a small, cleared circle of a maximum of six (6) inches away from the base of trunks. The intent is to not have large patches of bare, cleared soil out to the driplines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

- a) A weed is defined as an undesirable plant, which will be determined by the Public Services Director or his/her designee.
- b) All weeds shall be removed as they appear in irrigated slope areas. A pre-emergent weed control, such as Surflan, shall be applied to irrigated slopes, shrub beds and ground cover beds and slopes twice yearly. First application shall be applied between September 1 and March 1 and the second application shall be applied between June 1 and October 1. The City must inspect materials on site prior to application. Additional weed control shall be initiated as necessary or as directed by City to maintain irrigated areas in a weed-free condition.

- c) Nutshedge, Bermudagrass, Morning Glory shall be treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped slope area.
- d) Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.
- e) The seed stems and heads shall be removed from grasses and dead flower heads in order to keep a groomed appearance at all times.
- f) Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any necessary pesticide applications. Contractor shall submit a monthly record to the County Agricultural Commissioner of all fungicides, insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City representative at the Maintenance Department.

6. Drainage

Landscape Area Drains:

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

- a) Removal of soil, debris, and vegetation from grates.
- b) Skimming out soil from perimeter of drains to a depth of approximately one (1) inch below grate inlet elevation.
- c) Removal of soil and debris from inside area drains.
- d) Flushing drain lines.
- e) Replacement of broken or damaged grates, drain inlet bodies, and drain lines.

Landscape Drainage Swales and Flow Lines:

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

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

Bench Drains on Slopes:

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

7. Natural Areas

- a) No extra payment shall be made for work performed to provide trash and debris removal, terrace drain cleaning, and the occasional tree branch or shrub removal in open space natural lot areas.
- b) A minimum of twenty (20) foot shrub abatement/weed abatement fire break shall be provided when requested by the City on natural areas where residential lots are adjacent to (or bordering) natural areas where dry brush is within 100 feet of any structure. This abatement shall be accomplished by use of a brush cutter or string trimmer machine to cut brush to a height of two (2) inches above grade and weeds to grade level. All brush/weeds must be raked up and removed from site for recycling. This work will be completed between May 15 and June 15 each year. Contractor will not receive any additional compensation for this work.

The following locations are known, others could be identified and added to this list during the term of the agreement:

1.	804 East Hills Drive	(Map #71)
2.	916 East Hills Drive	(Map #72)
3.	928 East Hills Drive	(Map #72)
4.	932 East Hills Drive	(Map #73)
5.	1006 East Hills Drive	(Map #74)
6.	1016 East Hills Drive	(Map #74)
7.	1060 East Hills Drive	(Map #75)
8.	1063 East Hills Drive	(Map #75)
9.	3138 Hillside Drive	(Map #74)
10.	3172 Hillside Drive	(Map #76)
11.	931 Heritage Drive	(Map #72)
12.	935 Heritage Drive	(Map #73)
13.	1118 Highlight Drive	(Map #77)
14.	3216 Hampton Drive	(Map #78)
15.	3210 Horizon Place	(Map #78)
16.	3214 Horizon Place	(Map #78)
17.	3217 Horizon Place	(Map #78)
18.	3203 Halsey Court	(Map #78)
19.	1076 Holiday Drive	(Map #78)
20.	1079 Holiday Drive	(Map #78)

- c) All cement terrace drains on City natural open space lots and storm drains inlets in all natural areas shall be cleaned out once monthly or more frequently during rainy season if directed by the City. No additional payment will be made for this work.
- d) All trash, paper, and other debris shall be cleaned out of all natural open space areas once monthly.
- e) All natural open space lots must be maintained weed free within five (5) feet behind sidewalk areas and ten feet behind curb and gutter.
- f) All easement access roads and clearance shall be maintained as per other landscaped areas in this agreement.

9. Weed Abatement

Maintenance District #6 Area

Twice annually between May 15 and June 15 and again between October and November 1 weed abate and remove weeds in the natural areas, at the following locations. All weeds must be raked up and removed from the site and disposed of as green waste. Contractor will not receive any additional compensation for this work.

- a) Water detention basin at the end of Highlight Drive, including the street frontage along this property area, approximately 1 1/3 acre. **(Map #79)**
- b) Water detention basin, water tank access road and basin access road, up slope ten (10) feet beyond all slope drains. Located off of Hooper Drive approximately 1 acre. **(Map #80)**
- c) Water detention basin at the southwest corner of East Hill Drive and Cameron Avenue approximately 3/4 acre. **(Map #81)**
- d) Storm drain water basin area behind 1058 Hooper Drive, approximately 1/3 acre. **(Map #80)**

Maintenance District #7 Area:

Once annually between June 1 and July 1 weed abate in the natural areas, at the following locations. All weeds must be raked up and removed from the site and disposed of as green waste. Contractor will not receive any additional compensation for this work.

- a) Open space and connecting storm drain water basin area south of Hillside Drive at Citrus Avenue (approximately 6 acres). **(Map #82)**
- b) Open space and connecting storm drain water basin area south of Hillside Drive, east of Promontory Place. Approximately 4 acres. **(Map #83)**

City may request other natural open space areas in Maintenance Districts 6 & 7, be weed/brush abated from time to time. Contractor as an "Extra" will complete this service if

requested. Contractor shall provide the City with a unit cost to weed abate one thousand (1000) square feet of natural open space area. This unit cost will be included in the PROPOSAL SCHEDULE and used by the City at any time during this agreement to request weed abatement of any defined natural area.

10. Pest Control

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

- a) Ground Squirrels
- b) Field Mice
- c) Rats
- d) Gophers

11. Irrigation

- a) All components of the irrigation system shall be maintained in proper working order, as per manufacture specifications. Contractor shall inspect irrigation system twice monthly during regular maintenance activities for immediate concerns, such as broken and malfunctioning heads, and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery. More detailed inspections of system equipment and performance shall be conducted once per month throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City representative once per month at the scheduled walk through/inspection. This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, sprinkler heads, pumps, controllers, valves, master valves, wiring, flow sensor, and rain guards or moisture probe if installed.
- b) Contractor shall keep backflow prevention devices in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device test as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City. There are currently approximately 22 backflow preventers.
- c) Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and back flow devices shall be kept a deep forest green. City must approve color of paint prior to application. Stainless steel enclosures are not to be painted.
- d) Irrigation controllers shall be kept in continuous working order. Contractor shall clean the irrigation controllers as needed to ensure good working performance. There are currently approximately (5) Calsense and (16) Rainmaster irrigation controllers.
- e) Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations.

- f) Twice monthly the Contractor shall make the following checks and adjustments to all sprinkler head operations to maintain proper coverage.

Rotaries and impacts: Impacts only:

- | | |
|-----------------------------|-----------------------------|
| 1. Clogged Nozzles | 1. Spring Tension |
| 2. Plant Obstructed Pattern | 2. Bent or Mal-adjusted arm |
| 3. Arc Coverage | 3. Spoon, Breaker |
| 4. Radius Adjustment | 4. Proper Reversing |
| 5. Pop-up Action | |
| 6. Riser Seal Leaks | |
| 7. Set to Grade | |
| 8. Coverage – Pressure | |
| 9. Rotational Speed | |
| 10. Clogged Screens | |
| 11. Head Damage | |
| 12. Swing Joint Damage | |

- g) Contractor will make the following changes as needed, raising, lowering, moving or adding heads to provide adequate coverage of all landscape areas as needed. Riser height shall be adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.
- h) Contractor shall check all valves weekly for opening, closing completely, (weeping).
- i) Contractor shall stock high use items for repair of irrigation systems.
- j) Contractor shall replace components of irrigation system with approved type of material (brand and model number), or substitutes approved by City.
- k) Contractor shall compile and maintain "as built" of all irrigation systems to include location and serial numbers of major components and furnish City ongoing copies of these plans. As built drawings shall be given to the City upon termination of agreement.
- l) For areas with drip systems, Contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45 PSI maximum. 25 PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs it is essential to flush the lines using the existing hose bib clean outs. A surveillance of the system should be made every other week checking for breaks, leaks and clogging.
- m) Contractor may perform manual irrigation inspections during normal working hours. Walkways shall not be watered when pedestrian traffic is present. Irrigation system shall be installed and adjusted to prevent water from spraying on pavement line, but not limited to driveways, houses, private property, parking areas, and streets. Where irrigation of general areas is controlled by automatic time clocks, they shall be watered between 9:00 p.m. and 6:00 a.m.

- n) Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require Contractor to change or reset the watering cycles at any time during this agreement.
- o) Contractor shall notify the City immediately if any plant materials or grass areas appear to be wilting or stressed or if other problems develop from a lack of water or over-watering.
- p) Damage resulting from any irrigation related cause shall be immediately reported to the Public Services Director or his/her designee.
- q) The repair or replacement of any irrigation component such as valves, sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification from the Maintenance Department. Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.
- r) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this agreement and Contractor will not receive any additional compensation for this work.
- s) Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices. Except as noted in item (t) below, compensation for all other costs is included in this agreement, and Contractor will not receive any additional compensation for this work.
- t) Where it has been confirmed that damage is the result of City forces or the result of construction being performed by another contractor working on a separate City project, Contractor shall submit an estimate of costs for correction to City. City may authorize repair by Contractor, and if authorized, will pay for this work in the same manner as payment for "extra work."
- u) Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.

13. Pesticides

- a) Contractor shall apply pesticides as needed to control pests, weeds, and infestations, including, but not limited to: insects, mites, snails and other invertebrates; plant pathogens/fungi, molds, etc.; and weeds. Areas of infestation shall be treated immediately when observed unless special time requirements are State mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest free condition. Contractor shall perform applications of plant growth regulators only with permission from the City.
- b) Pesticide operations, where required, shall be performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the

application of pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of "restricted materials", as designated by the California Department of Pesticide Control, shall comply with the following:

- i. Contractor or its legally authorized subcontractor must obtain and maintain a Restricted Materials Permit for possession and use from the Agricultural Commissioner's Office of the County of Los Angeles.
- ii. Contractor shall provide a photocopy of the Restricted Materials Permit to City prior to possession or use of restricted materials.
- iii. No restricted materials shall be stored on City property.
- iv. Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public right-of-way.
- v. Contractor shall treat gophers, ground squirrels, bees, and other vertebrates, when requested by the City.
- vi. No spraying when the public is present.
- vii. Treated areas shall not to be entered until spray has dried.
- viii. A 48-hour notice of intent to use pesticides shall be provided to City.
- ix. No spraying when wind exceeds 10 miles per hour.
- x. Contractor shall comply with the State of California guidelines and legal requirements for handling and application.
- xi. A photocopy of a Safety Data Sheet must be furnished to City for each pesticide use. Each Safety Data Sheet must contain all information required by the State of California.

14. Green Waste

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

15. Traffic, Barriers, Signs, Safety

- a) Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook", published by Building News, Inc., with modifications as permitted and/or requested by the Public Services Director or his/her designee. Such requirements are considered minimum requirements and do not relieve the Contractor of responsibility for public safety.
- b) A minimum of one (1) paved traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. Contractor shall secure in place all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.
- c) Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the Public Services Director or his/her designee is maintained at all times.
- d) Contractor may post temporary "No Parking" signs along the side of work, at no additional cost to City. Signs may be obtained from the City Yard at 825 Sunset Avenue, West Covina.
- e) Contractor shall maintain all existing official signs, including, but not limited to, directional, warning, advisory, regulatory, and street markers in an erect and functional position at all times during the work period in either temporary or permanent locations as designated by the Public Services Director or his/her designee. Contractor shall at no cost to the City replace any of these signs which are damaged or lost.
- f) All operations will be conducted so as to provide maximum safety for the public. Where work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at its own expense and place whatever signs, lights, barricades, or other safety devices necessary to prevent accidents, injuries, or damages, consistent with the City, County and State standards.

16. Cleaning

- a) Contractor shall maintain the scope of work area clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris and its construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of its operations.
- b) Contractor shall keep all gutters, curbs, and walks adjacent to scope of work areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept twice weekly. Contractor will keep sidewalks free of slime where constant runoff occurs.
- c) Leaves, paper, weeds, and any other debris will be removed from landscaped areas

and all hardscape areas (including but not limited to sidewalks, curb and gutter and roadways) and disposed of offsite. This shall be accomplished on **Mondays** with additional days as needed at the request of the City with no additional payment made to the Contractor. Trash receptacle located at mini-Parkette area on the corner of Hillside Dr. and East Hill Dr. will be emptied weekly on **Mondays**. Contractor shall provide a plastic liner for this receptacle and replace liner weekly.

- d) Contractor shall monitor all maintenance areas of this agreement weekly or as often as needed or as directed by City, to remove rubbish, trash, litter, debris (organic or non-organic), and broken or dead plant material lying on the ground. This includes all rubbish, trash, litter and debris left by others within the boundaries of the scope of work areas.

17. Protection of Existing Facilities

Contractor shall protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage caused by Contractor, its vehicles or equipment shall be replaced by Contractor immediately at no cost to the City. Replacement materials and work are subject to approval by City.

18. Replacement, Vandalism

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

19. Deficiencies

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

The Public Services Director or his/her designee shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three

(3) days from the date the notice is provided to request a meeting with the Maintenance Operations Manager. Said meeting shall be held within three (3) days of such request at the time and place selected by the Maintenance Operations Manager. If, at the conclusion of that meeting, the Maintenance Operations Manager determines that the Contractor is deficient in the performance of the agreement, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The Maintenance Operations Manager may specify a longer period for the correction of deficiencies.

20. Miscellaneous

- a) Contractor shall not remove any political signs during election periods, unless requested by the Public Services Director or his/her designee.
- b) City may request that fences be repaired. The City will pay the wholesale cost of fence materials. The Contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.
- c) Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.
- d) Contractor will report to City any malfunction or damage of the lighting system in any City maintenance area.
- e) Notification of all "specialty type" maintenance operations shall be given to the City 48 hours prior to each of these operations by the contractor. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.
- f) Should the Contractor fail to respond as specified by the agreement, the Contractor will be liable for any loss sustained by the City.
- g) Contractor shall furnish all materials to accomplish maintenance in accordance with the scope of work.

Landscape Maintenance Coastal Sage & Scrub Perimeter Areas

Parkway Area (Yellow map area) & Unprotected Coastal Sage & Scrub Area

(Red map area)

The landscape areas shall be watered and/or irrigated with such frequency as dictated by seasonal conditions. All local conservation ordinances will be strictly followed. The irrigation will be accomplished with the existing equipment. Hand watering of non- irrigated landscape and supplemental watering shall be the responsibility of the Contractor.

Ground cover and flowerbed maintenance shall consist of trimming ground cover around all trees, shrubs, sprinklers, etc. The Contractor shall weed and remove all leaves and debris from all bed areas on a regular basis to maintain a neat and clean appearance.

Pruning of all shrubs and trees under 12' in height and trimming of all vines shall be performed on an "as needed" basis to maintain a neat appearance and promote healthy growth. Staking and tying of trees shall be inspected on a regular basis and changed as required to permit growth expansion and to prevent damage from chaffing and girdling.

Maintenance of parking areas and driveways is not a part of this agreement unless otherwise stated.

Fertilization in the parkway areas shall be applied as necessary to maintain a vigorous growing condition. Trees, shrubs, and ground cover shall be fertilized, as needed using an all-purpose fertilizer consisting of nitrogen, phosphorus and potassium. The cost of the fertilizer is included in this agreement at no additional cost to City.

All trees, shrubs and ground covers shall be kept free of any invasive rodents, gophers, insects, disease or fungus. The abatement and control of these shall be performed on an "as needed" basis at no cost to the City.

The Contractor shall provide adequate supervision for the job to ensure a high level of professionalism. The gardeners shall be highly experienced and qualified to perform the necessary work. All gardeners shall wear neat and clean company uniforms at all times.

The Contractor shall communicate with the City in a mutually acceptable manner that provides the City with an adequate awareness of the maintenance program at all times.

The City shall provide and pay for all utilities, including water and power. Sprinkler parts, additional plant materials, fertilizers, insecticides and herbicides shall be furnished by the Contractor.

The location of work areas is identified on the enclosed map, parking lot planters included.

Protected Coastal Sage & Brush (Pink map area)

This coastal shrubland is home to several plant species such as Buckwheat, White And Black Sage, California Sunflower and poppy, Bush Monkey Flower, and the most common shrub, the California Sagebrush, for which the ecosystem is named. Bobcats, lizards, ravens, rattlesnakes, turkey vultures, roadrunners, ground squirrels, and the threatened California Gnatcatcher are among the many mammals, birds, and reptiles that inhabit this natural community.

The dominant plants of the coastal sage scrub community have developed different adaptations to tolerate drought. Some of these plants partially or totally shed their leaves as the summer drought season approaches. Other plants produce small leaves. This enables the plant to survive the hot, dry summer because smaller leaves lose less water than large leaves. Many of the coastal sage scrub plants have light-colored leaves that reflect heat, and deep root systems that reach into the ground for water. Below are special care instructions for the protected area.

1. Hand weed non-native species including: White Sweet Clover (*Melilotus Albus*), Yellow Sweet Clover (*Melilotus Officinalis*), Mustard (*Brassica Sp.*), London Rocket (*Sisymbrium Irio*), Ripgut Brome (*Bromus Diandrus*), Foxtail Barley (*Bromus Madritensis*), Tree Tobacco (*Nicotiana Glauca*), and Pampas Grass (*Cortaderia Jubate*). Remove the non-native/invasive species before they set seed.
2. If areas below need re-seeding, Contractor shall notify the City first. City will consult with a biologist.

Botanical Name	Common Name
<i>Artemisia Californica</i>	California Sage Brush
<i>Encelia Californica</i>	California Sunflower
<i>Eriogonum Fasciculatum</i>	California Buckwheat
<i>Eriophyllum Confertiflorum</i>	Golden Yarrow
<i>Eschscholzia Californica</i>	California Poppy
<i>Hordeum Intercedens</i>	Slender Foxtail
<i>Lotus Scoparius</i>	Deerweed
<i>Lupinus Truncatus</i>	Wood Lupine
<i>Mimulus Aurantiacus</i>	Bush Monkey Flower
<i>Muhlenbergia Microsperma</i>	Littleseed Muhly
<i>Nassella Pulchra</i>	Purple Needle Grass

Phacelia Minor	Wild Canterbury Bells
Salvia Apiana	White Sage
Salvia Mellifera	Black Sage
Vulpia Microstachys	Small Fescue

3. Irrigation is currently off. Monitor health of the plants. If dieback or plant stress is observed, notify the City first before doing any kind of irrigating.
4. Multiple areas of bright green vegetation patches are indications of where the irrigation line may be broken/leaking. Check these areas as soon as possible and repair the irrigation.
5. Remove any trash.

**MAINTENANCE OF LANDSCAPE, NATURAL AREAS,
HARDSCAPE AND IRRIGATION SYSTEMS FOR
LANDSCAPE MAINTENANCE DISTRICTS
NO.1, 2, 4, 6, 7 AND COASTAL SAGE & SCRUB
PERIMETER AREAS**

SITE MAPS



**City of West Covina
Landscape Maintenance
District 1**

Gingrich Park

Legend

- City Boundary
- LMD 1 Boundary
- Open Space (28.81 acres)
- Parcels

Last Updated 9/13/2018

0 0.05 0.1 0.2 Miles

N

The map displays the City of West Covina's Landscape Maintenance District 1. It features a central area labeled "Gingrich Park" which is shaded in dark gray, indicating it is open space. Surrounding the park are numerous residential streets and parcels, shown in white with black outlines. The streets are labeled with names such as Temple, Woodgate, Amair, Greenleaf, Woodgate, Oakgate, Shadow Oak, and others. A legend in the bottom left corner defines the symbols used: a solid line for the City Boundary, a dashed line for the LMD 1 Boundary, a dark gray fill for Open Space (28.81 acres), and a white fill with a black outline for Parcels. A scale bar at the bottom right indicates distances from 0 to 0.2 miles, and a north arrow points towards the top right of the map. The text "Last Updated 9/13/2018" is located at the bottom left.

 City Boundary
 LMD 1 Boundary
 Open Space (28.81 acres)
 Parcels
 Last Updated 9/13/2018

City of West Covina

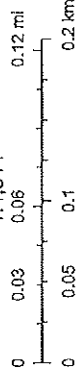


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- Assessors Parcels - West Covina
- Assessors Parcels - Adjacent
- Major Street Labels

- Street Labels
- Mail Mailing Addresses
- Mail Mailing Addresses - Adjacent
- Situs Mail Address - CURRENT OCCUPANT

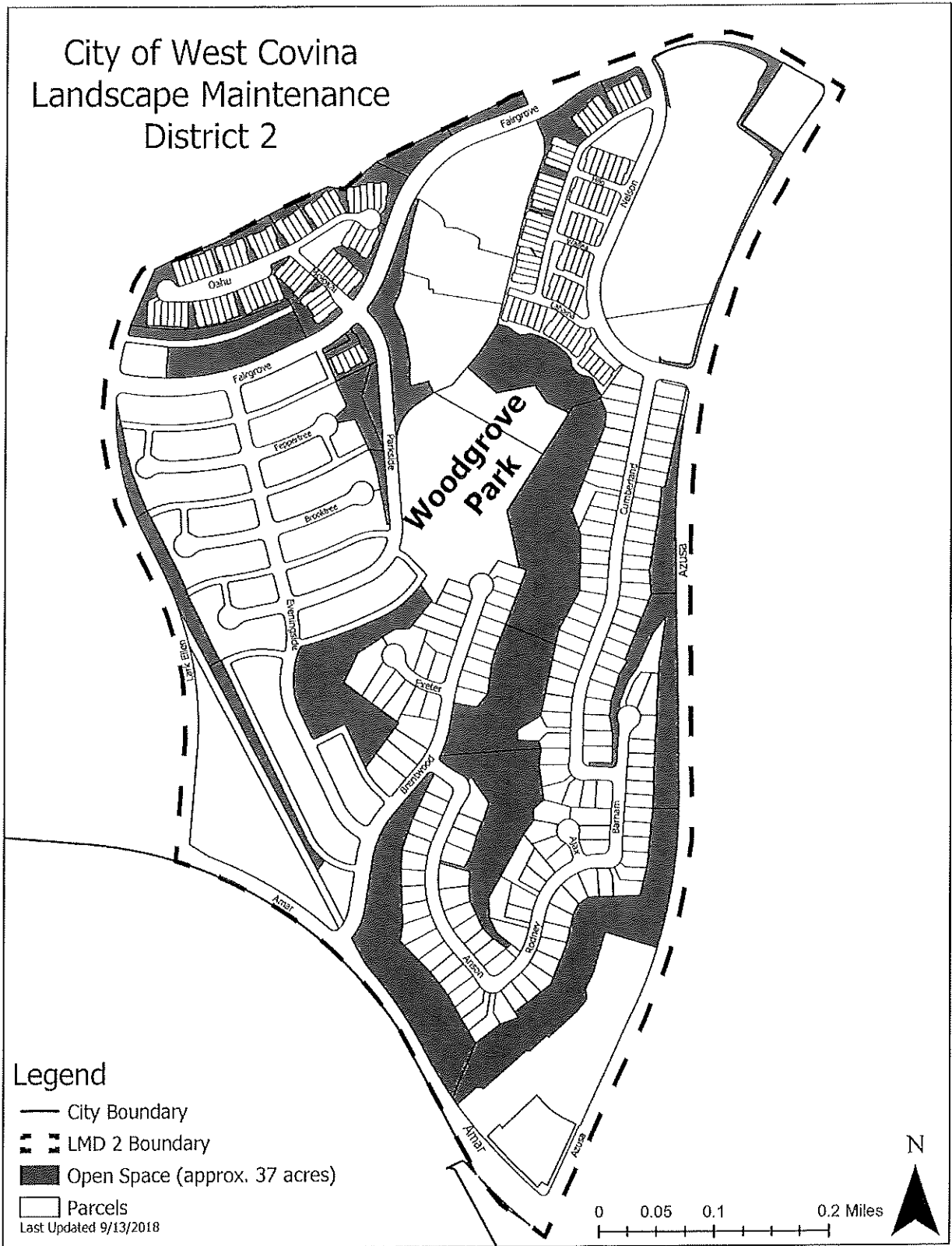
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LA County - LARAC 2014

MD 1 Drought Tolerant Map

City of West Covina
Landscape Maintenance
District 2



[illegible]

LA County - LARIAC 2014

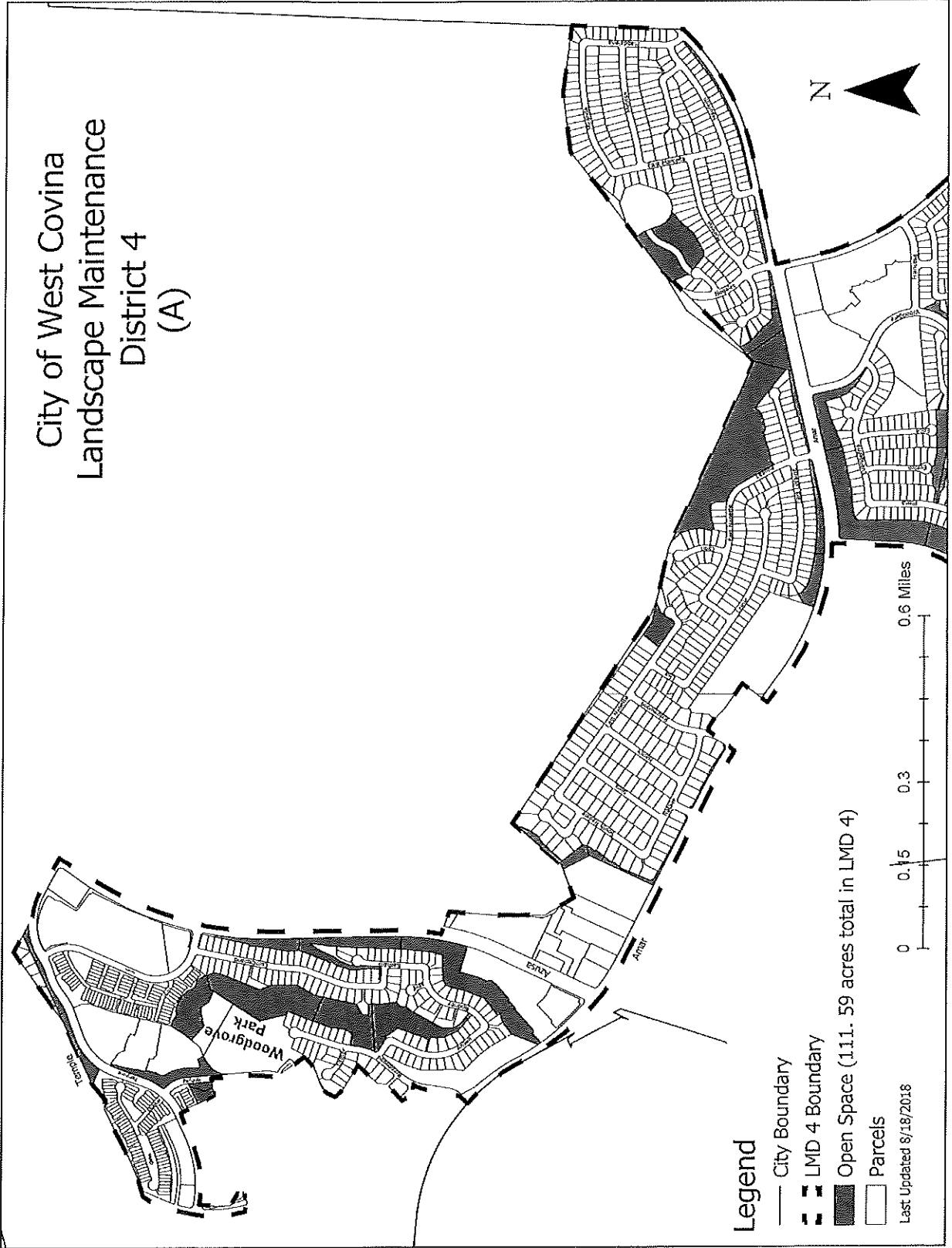
LA County - LARAC 2014

City of West Covina GIS/Los Angeles County Office of the Assessor/LAR

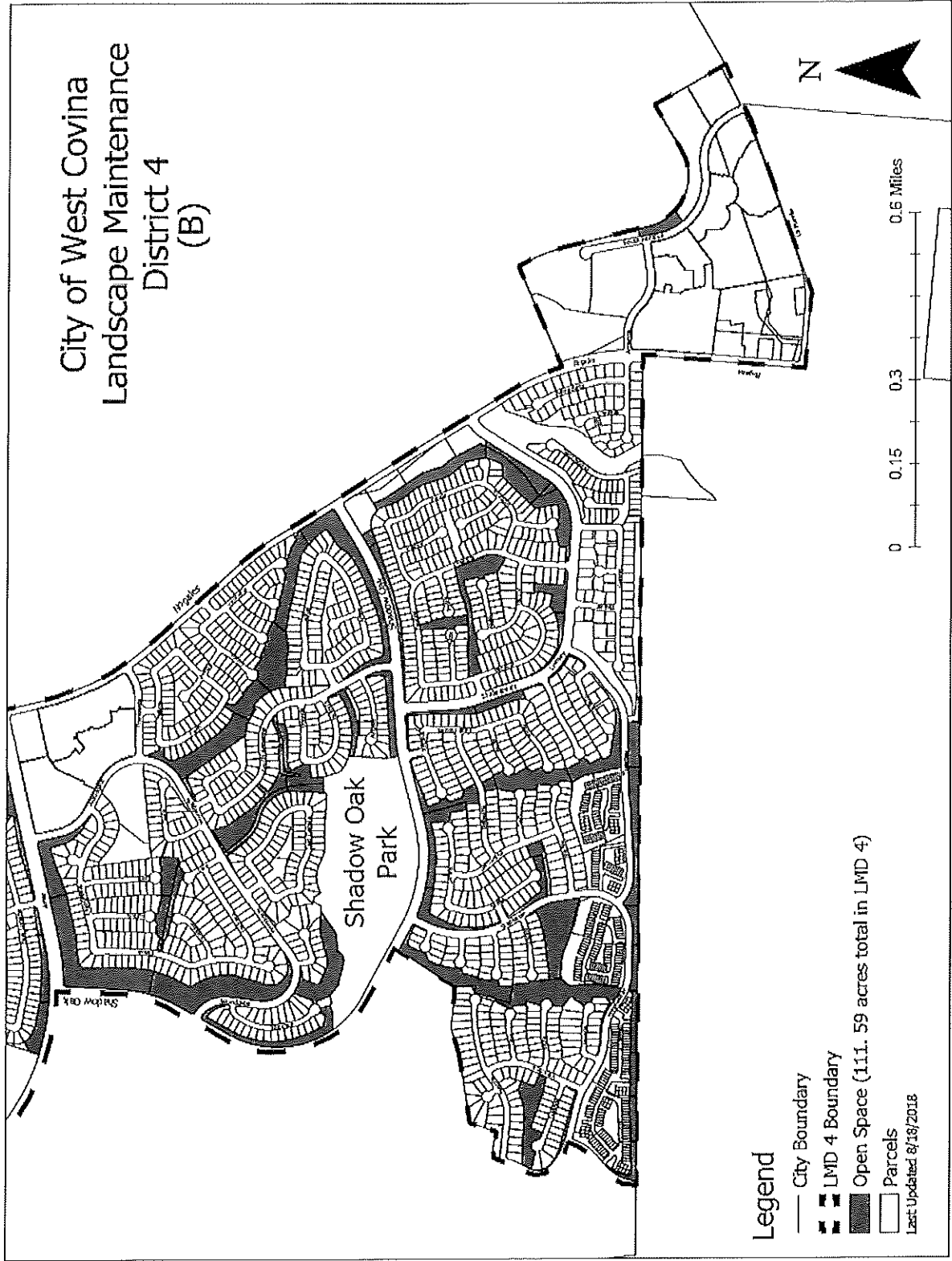
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LA County - LARIAC 20

City of West Covina GIS/Los Angeles County Office of the Assessor/LAR
LA County - LARIAC 20

City of West Covina
Landscape Maintenance
District 4
(A)



City of West Covina Landscape Maintenance District 4 (B)



Legend

- City Boundary
- LMD 4 Boundary
- Open Space (111.59 acres total in LMD 4)
- Parcels
- Last Updated 8/18/2018

City of West Covina



11/14/2018, 12:43:34 PM

Assessors Parcels - West Covina

Assessors Parcels - Adjacent

Major Street Labels

Street Labels

Mail Mailing Addresses

Mail Mailing Addressee - Adjacent

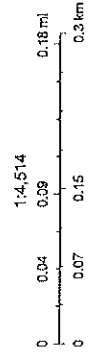
Situs Mail Address - CURRENT OCCUPANT

Situs Mail Address - OWNER NAME

Situs Mail Address - Adjacent - CURRENT OCCUPANT

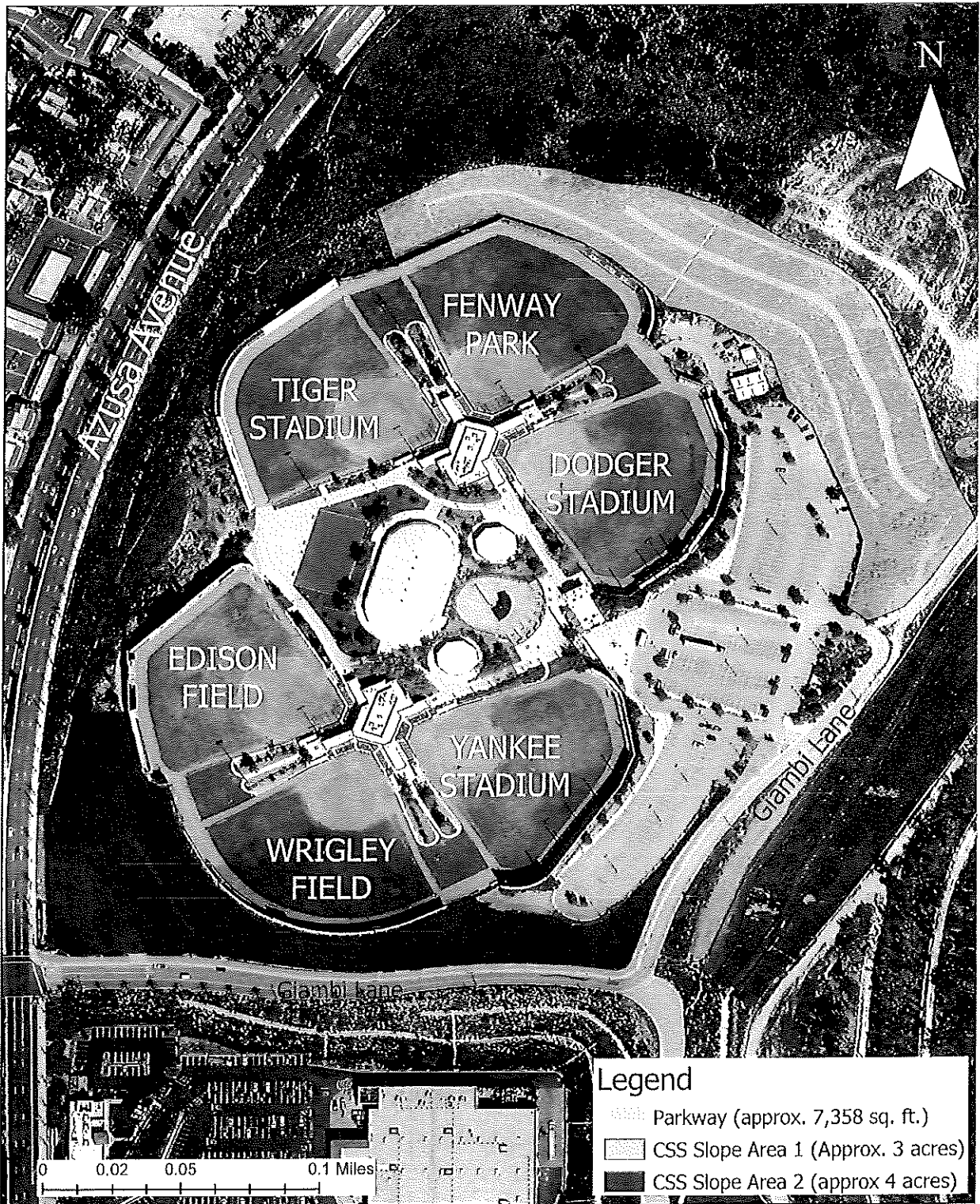
Situs Mail Address - Adjacent - OWNER NAME

MD 4 Drought Tolerant Map



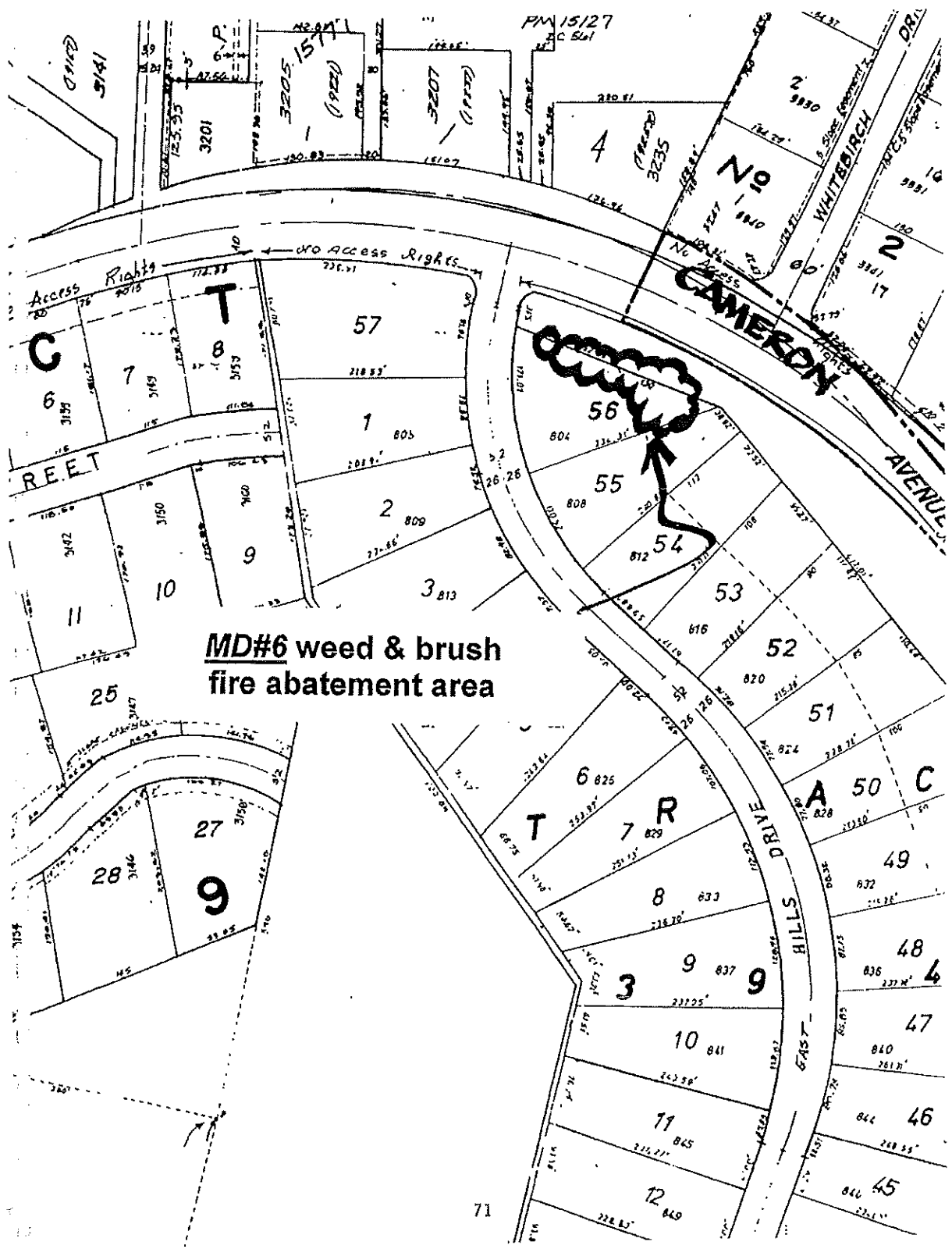
LA County - LARAC 2014

City of West Covina GIS/US Angeles County Office of the Assessor
LA County - LARAC 2014

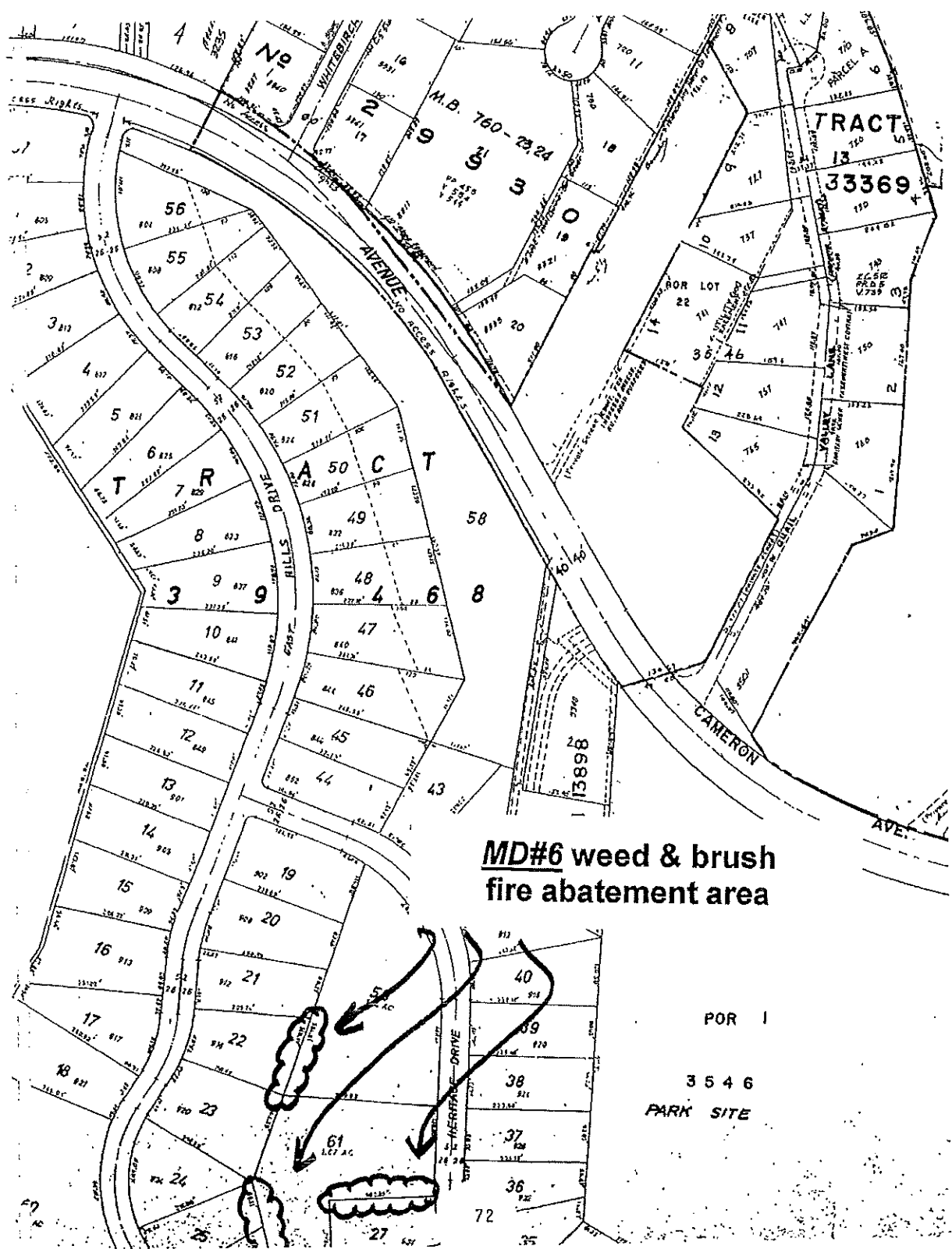


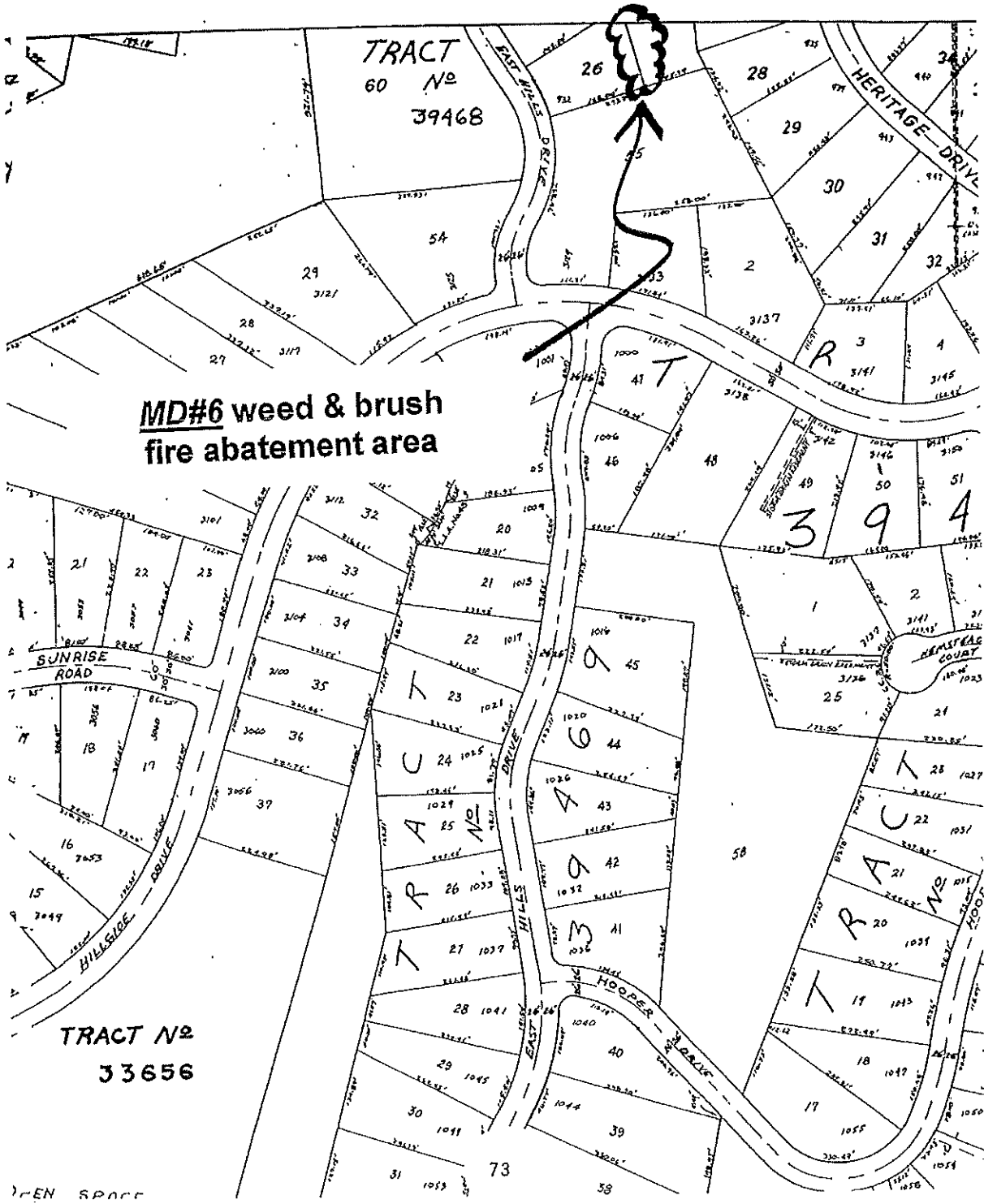
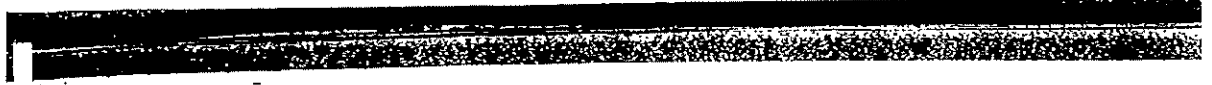
West Covina Sportsplex
2100 S. Azusa Ave

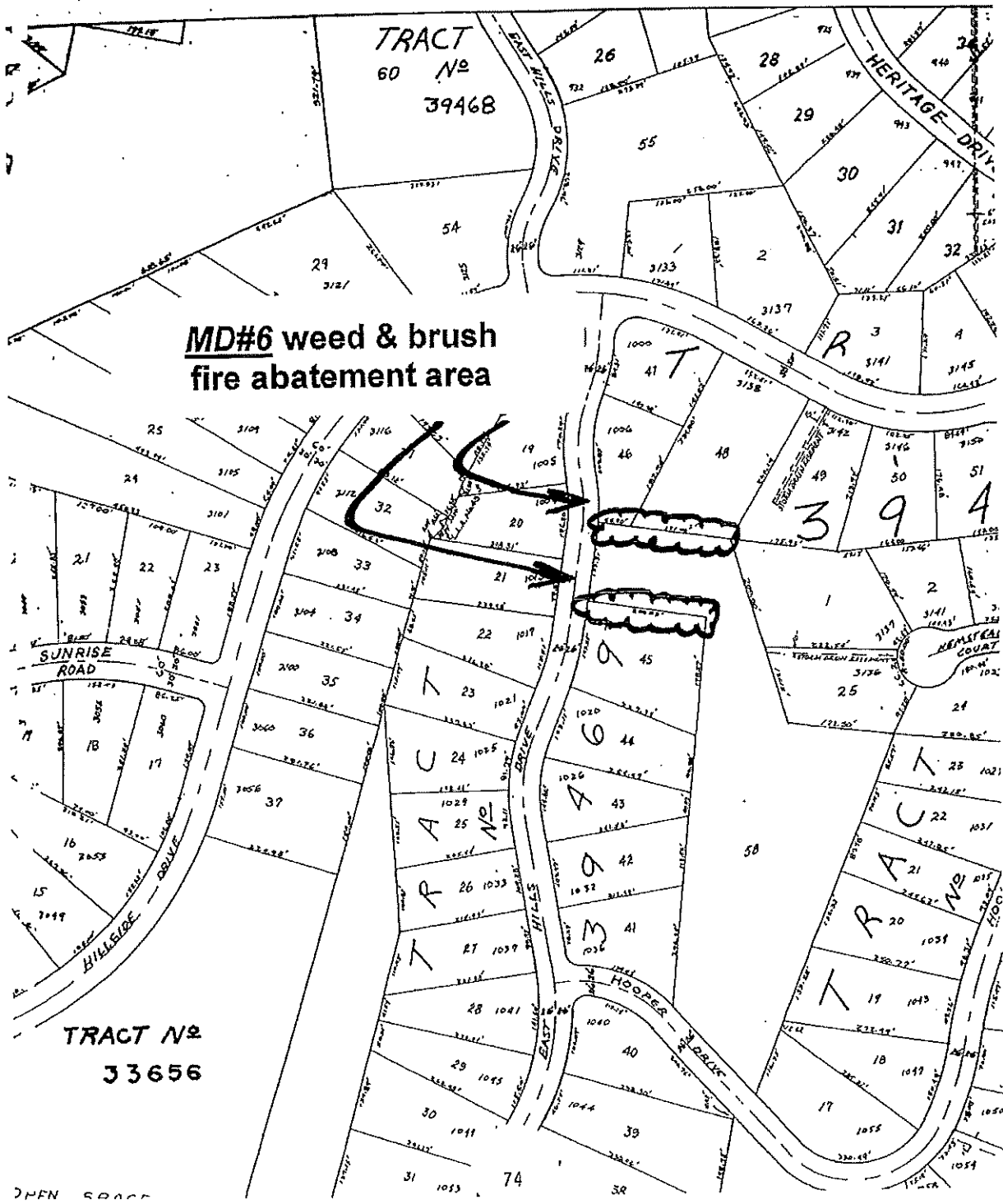
Last Updated 9/18/201

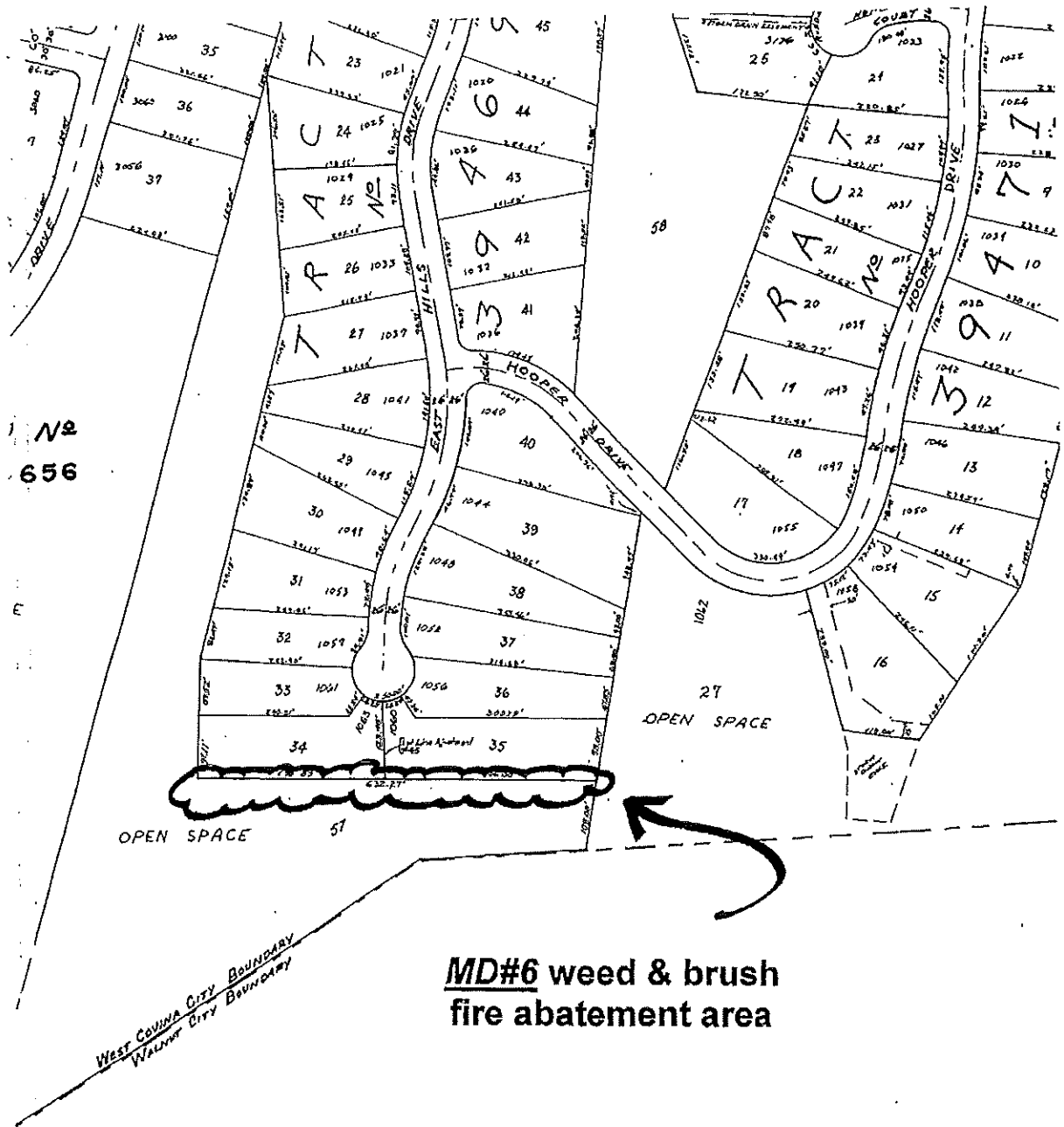


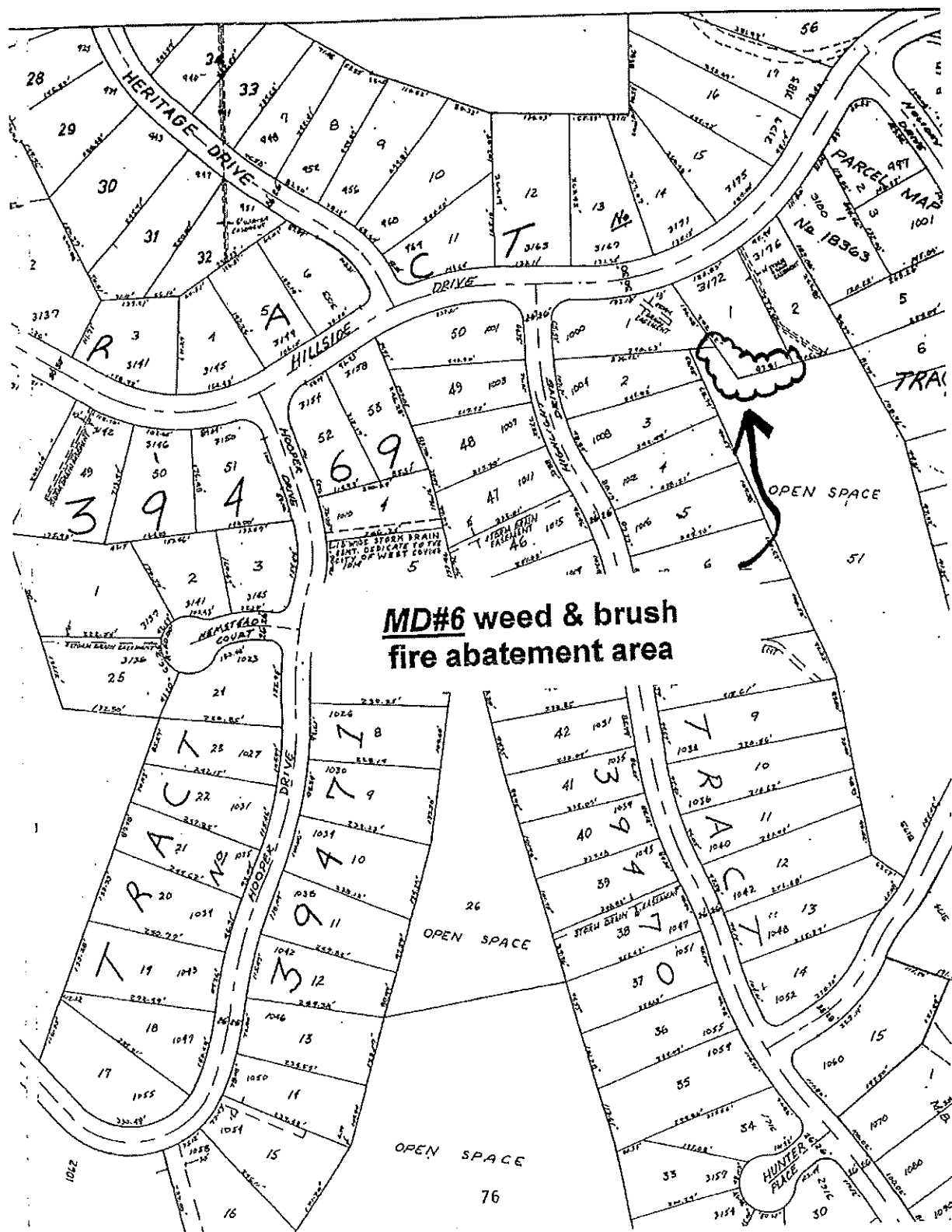
**MD#6 weed & brush
fire abatement area**

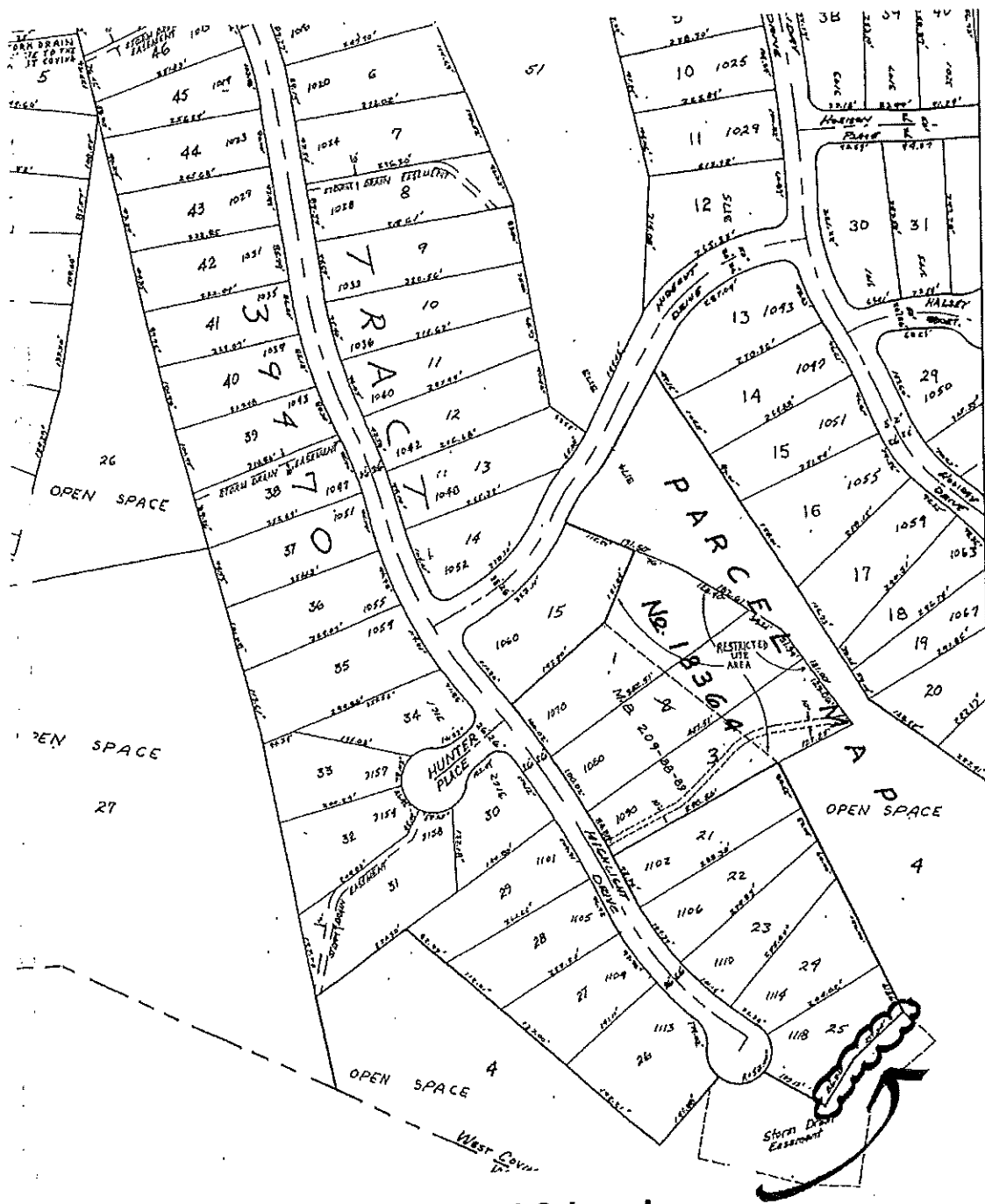




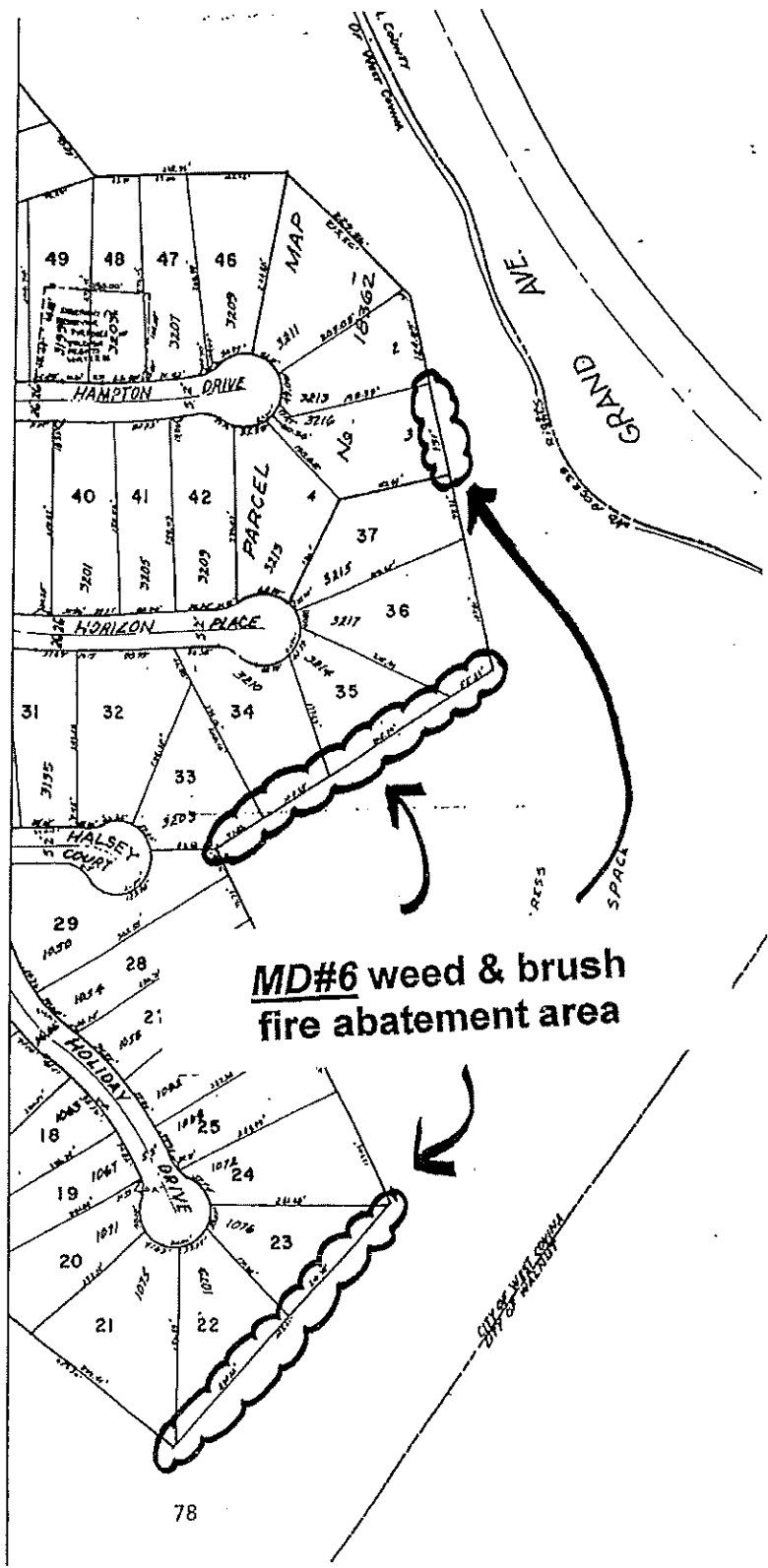


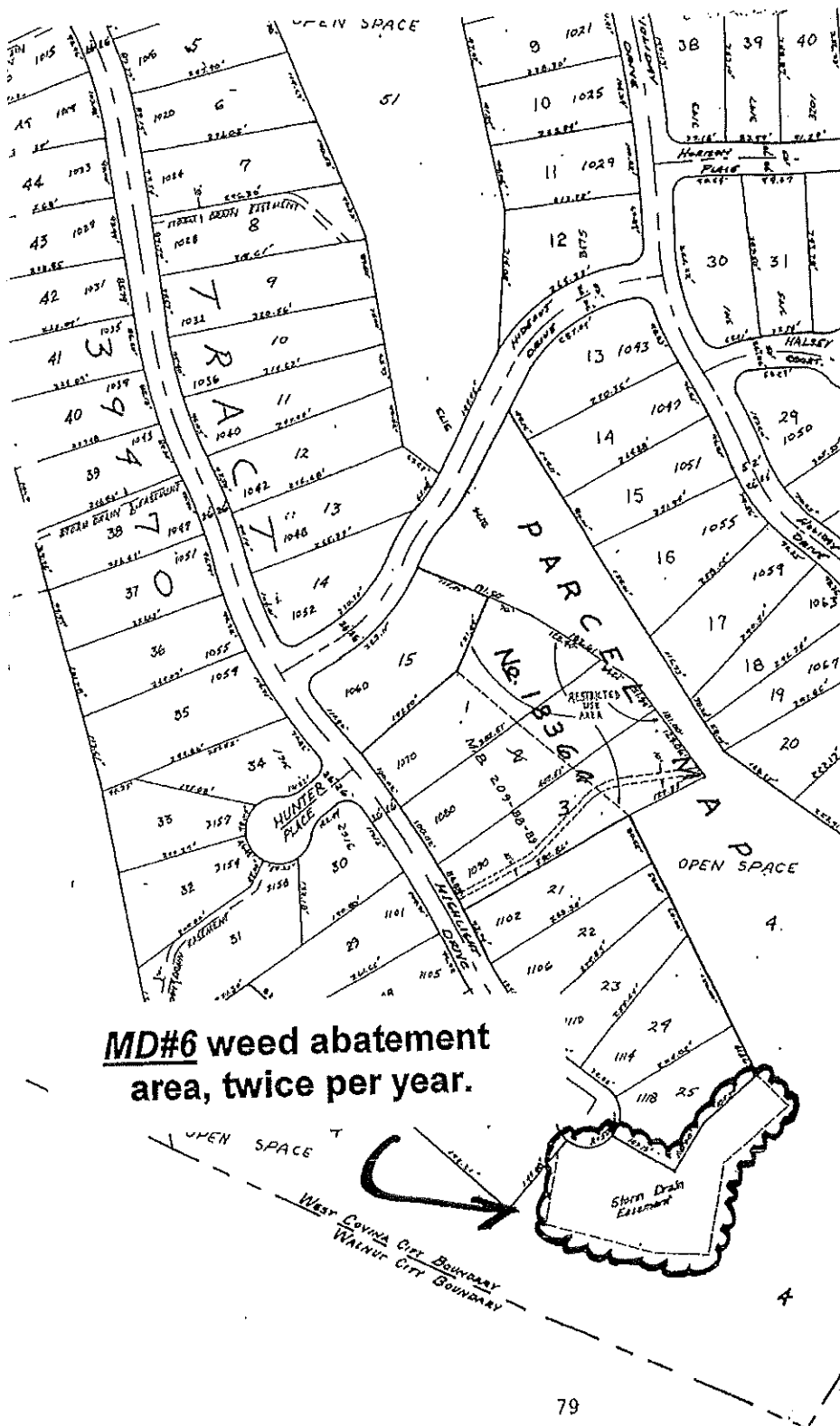


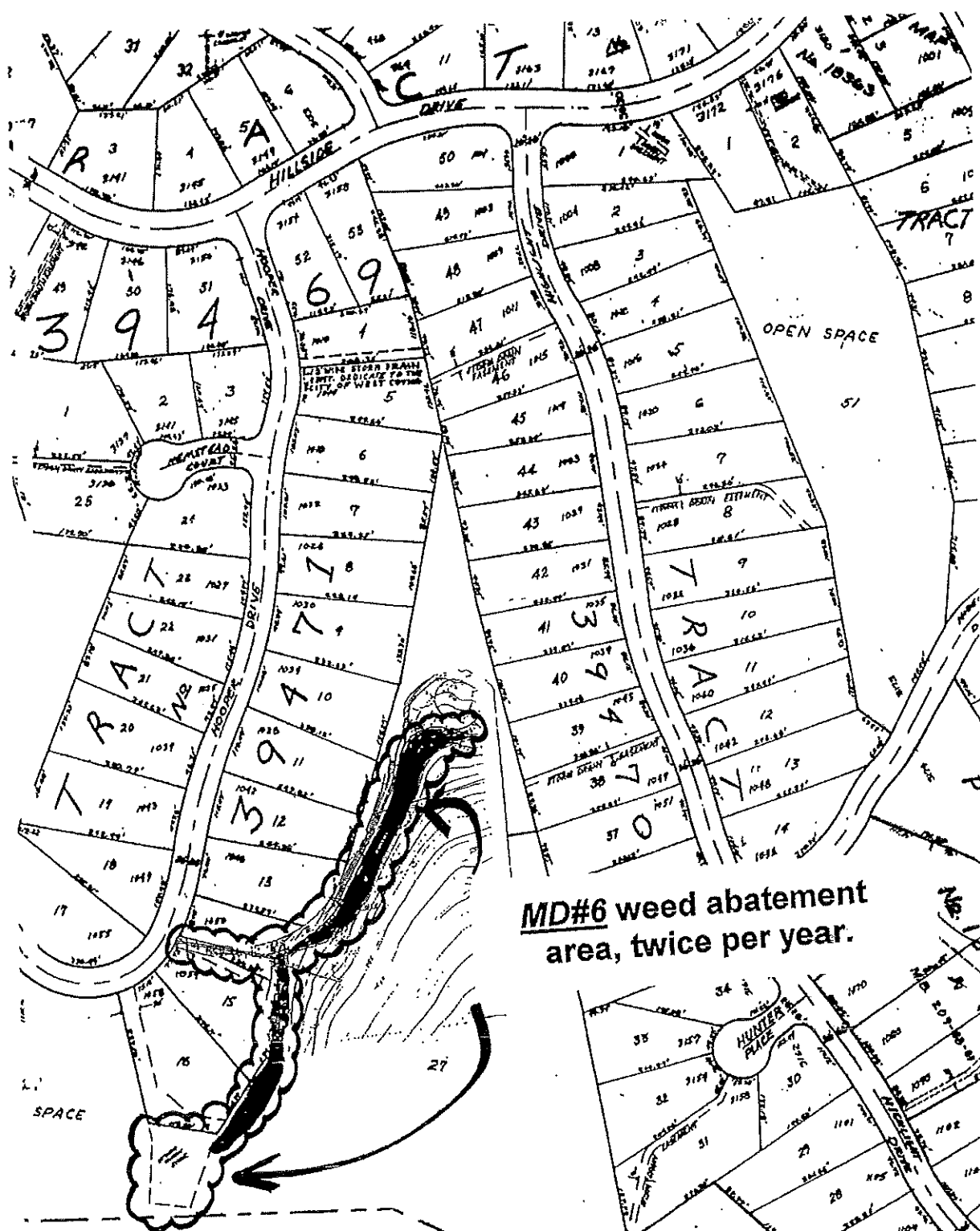




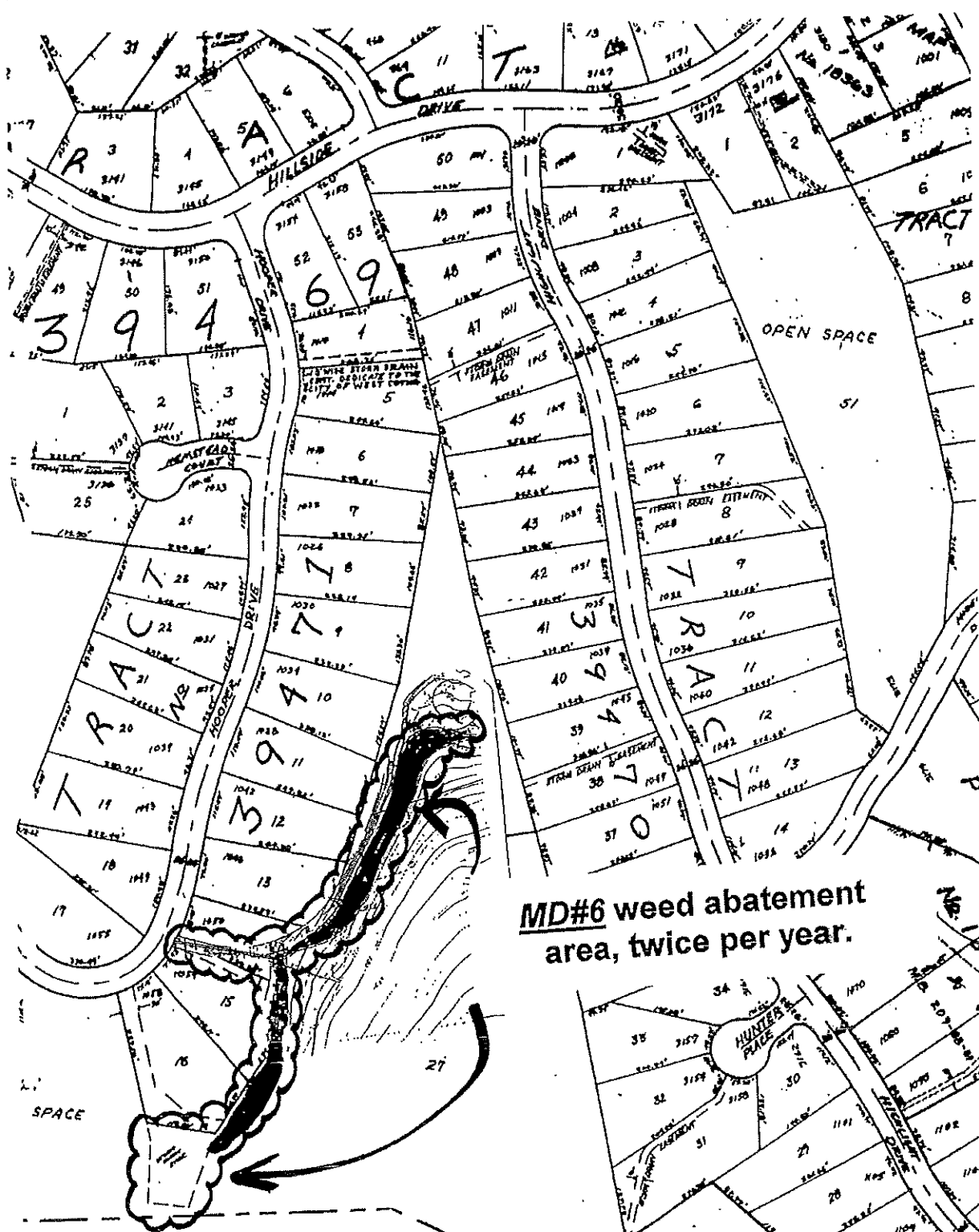
**MD#6 weed & brush
fire abatement area**

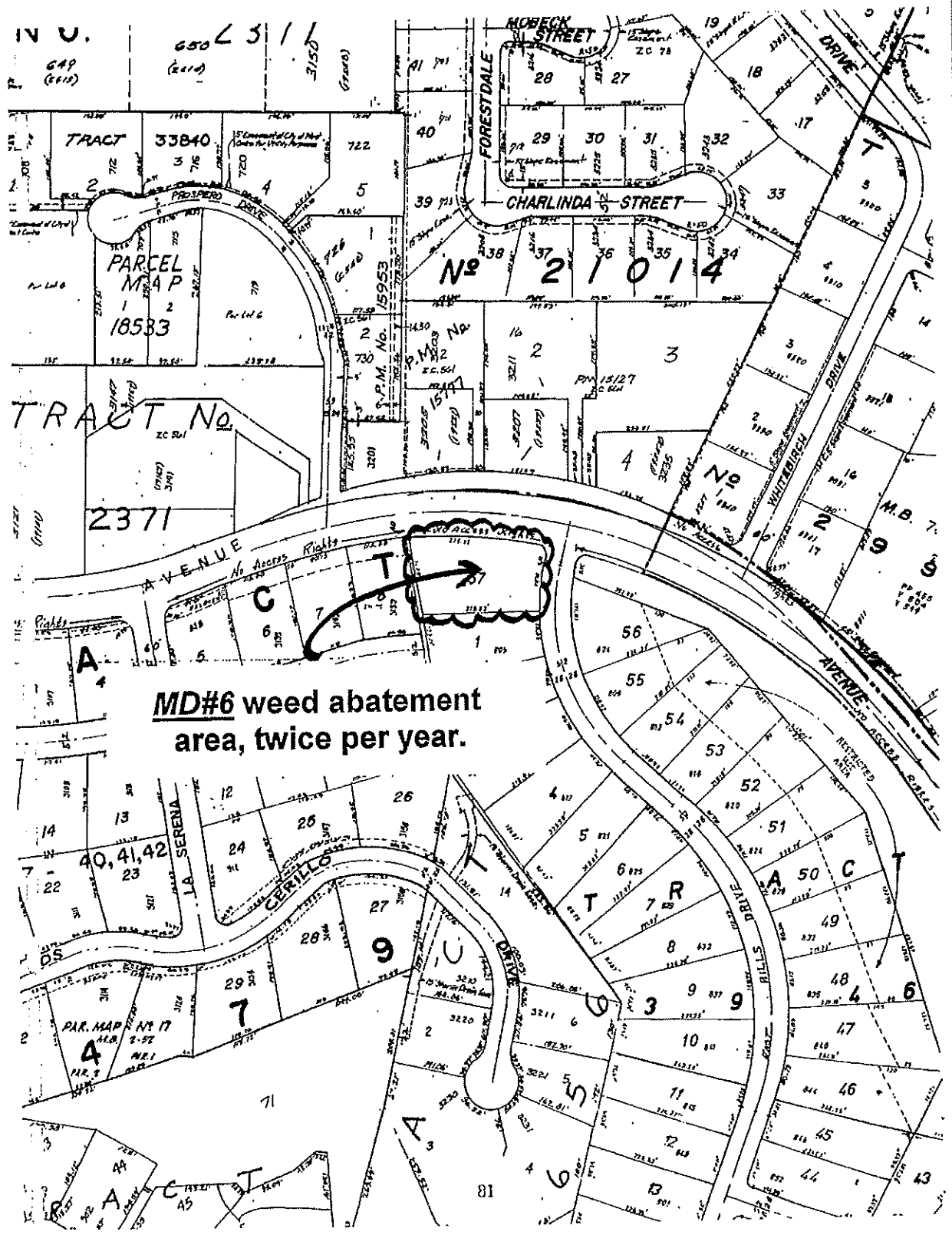




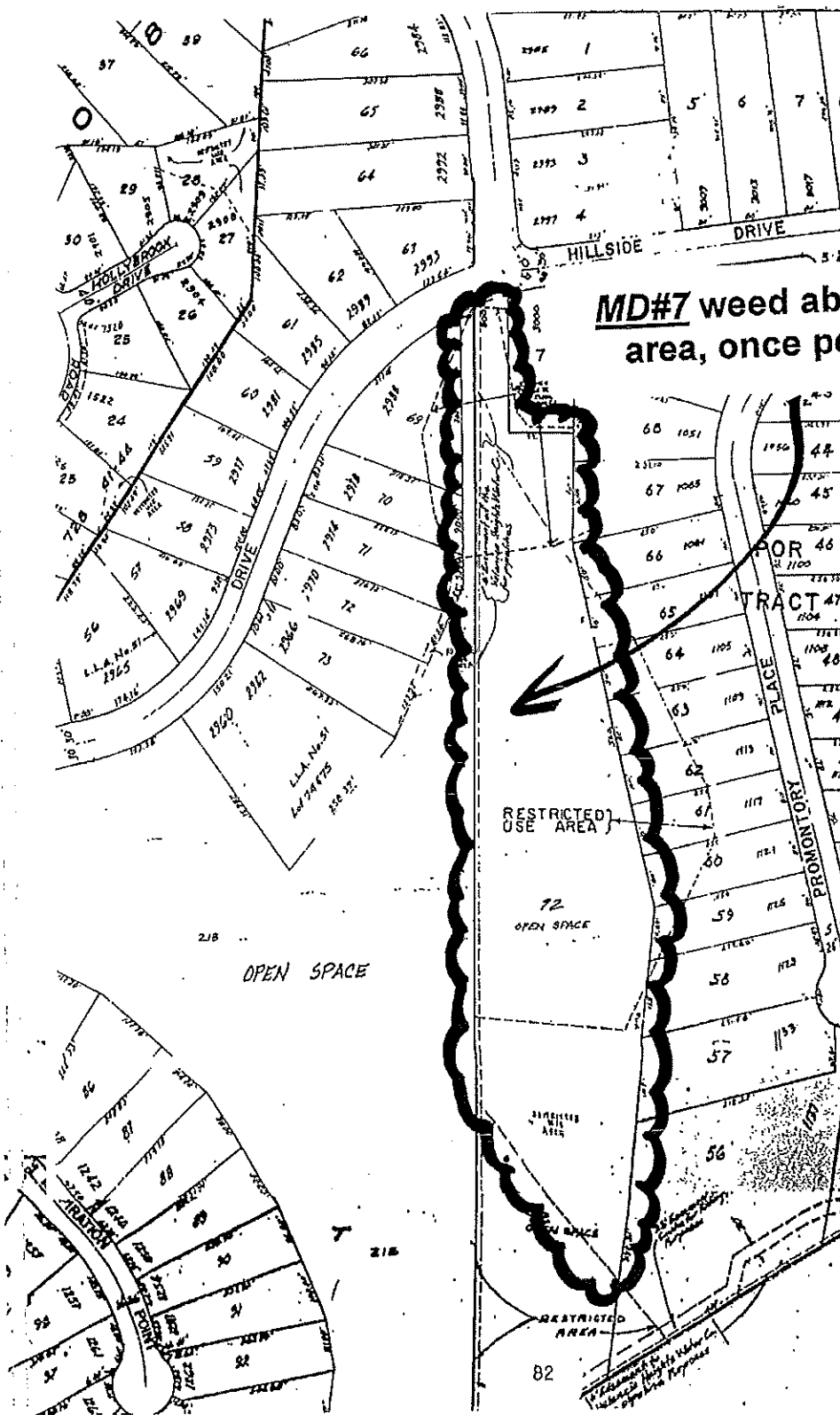


**MD#6 weed abatement
area, twice per year.**

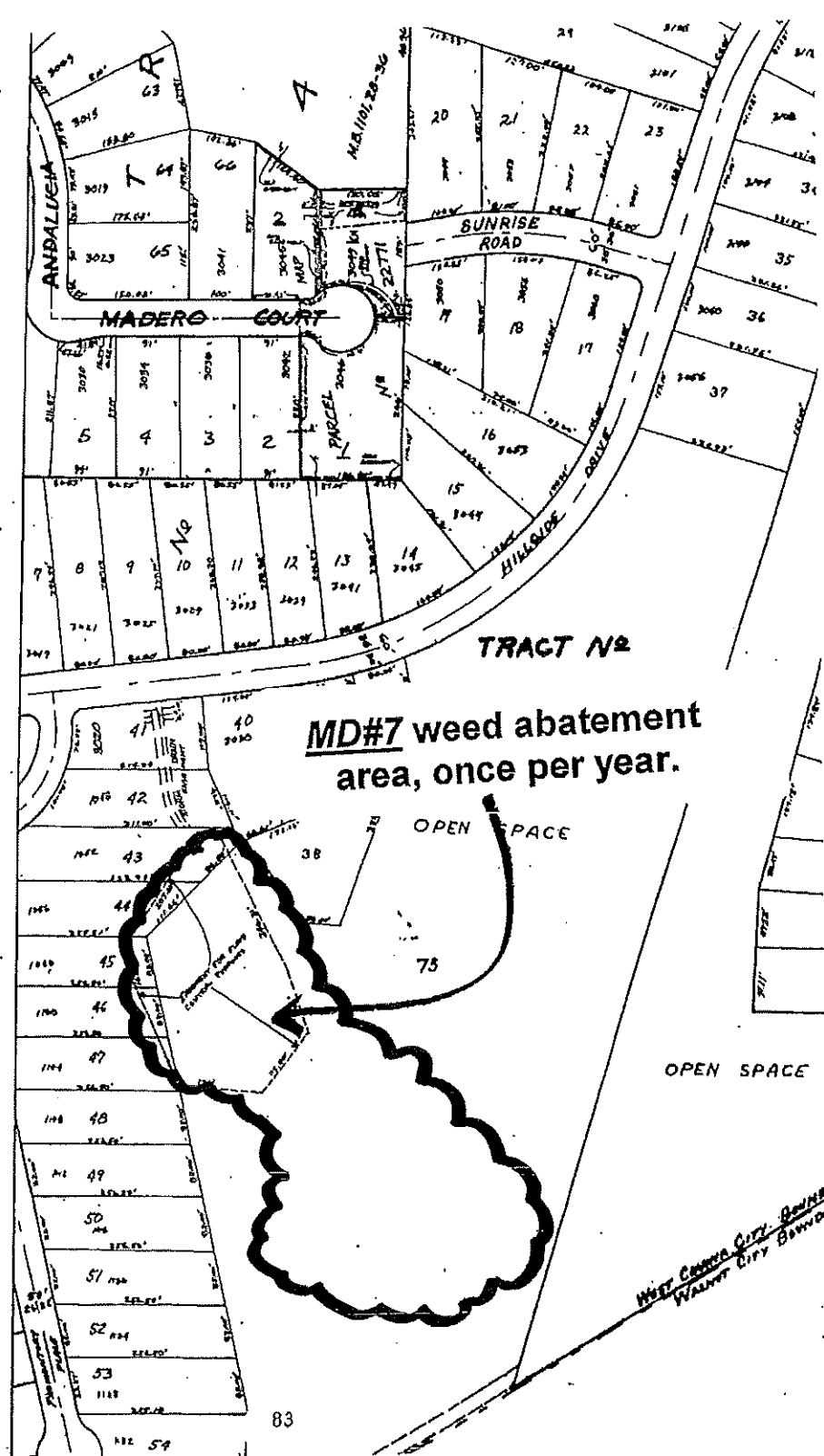


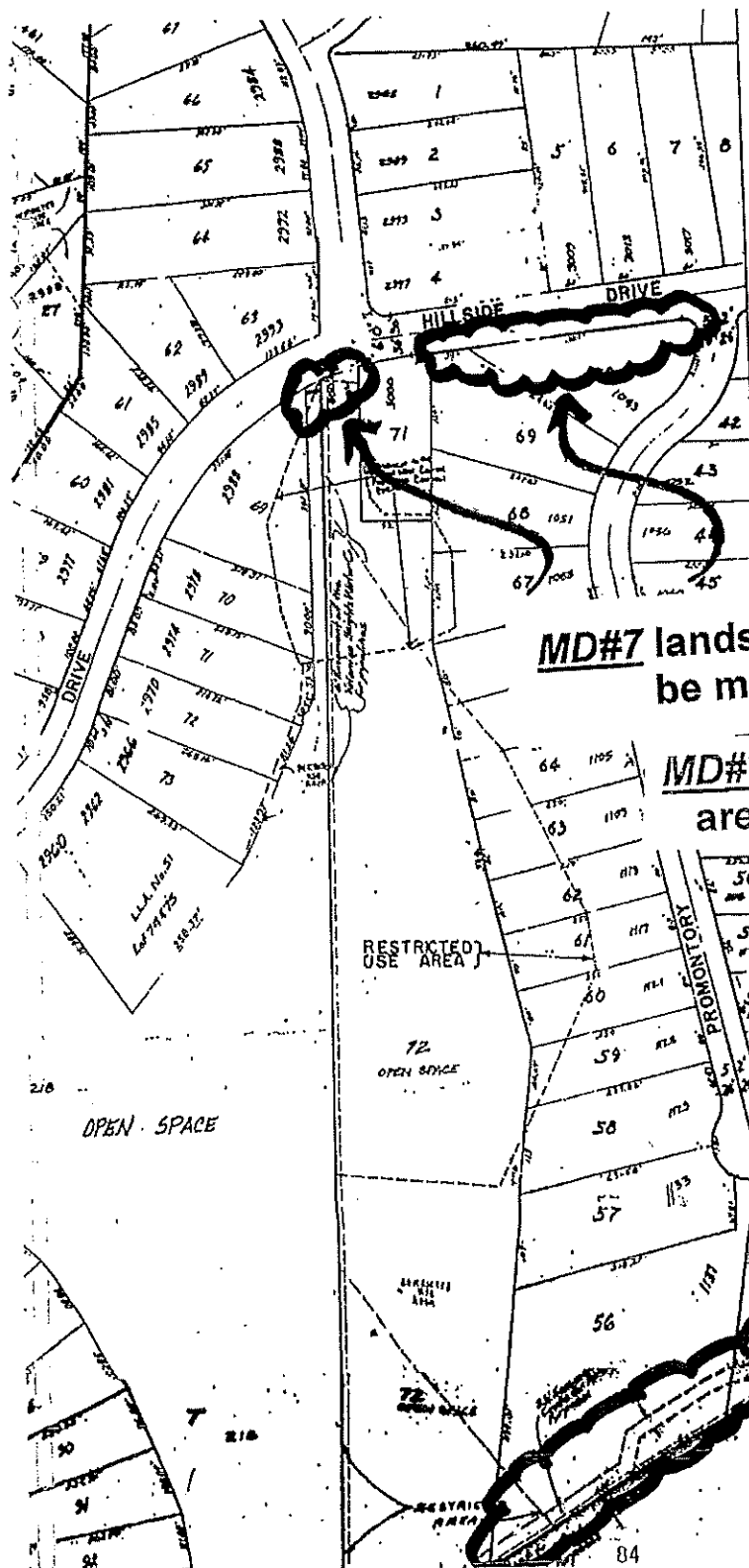


**MD#6 weed abatement
area, twice per year.**



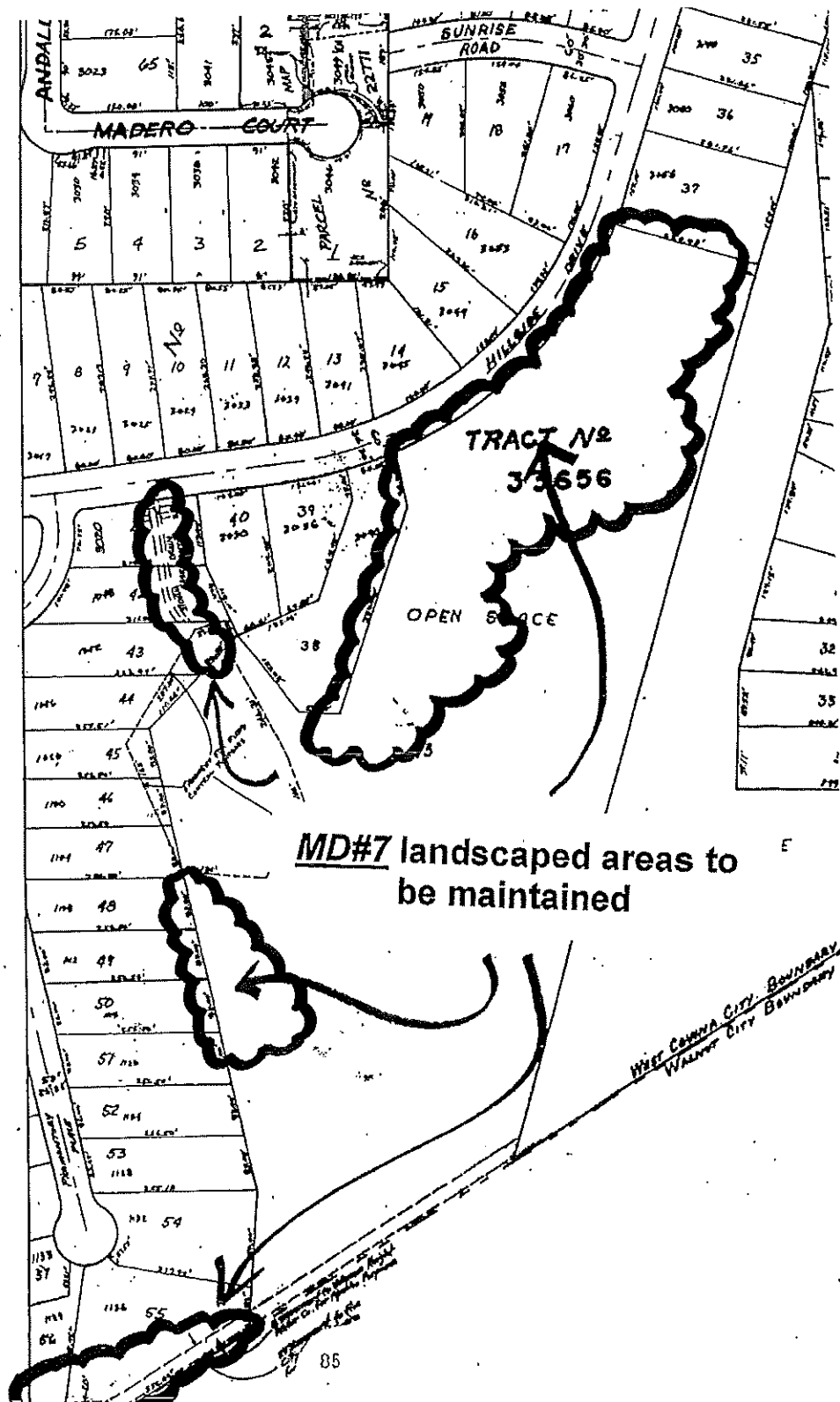
MD#7 weed abatement area, once per year.



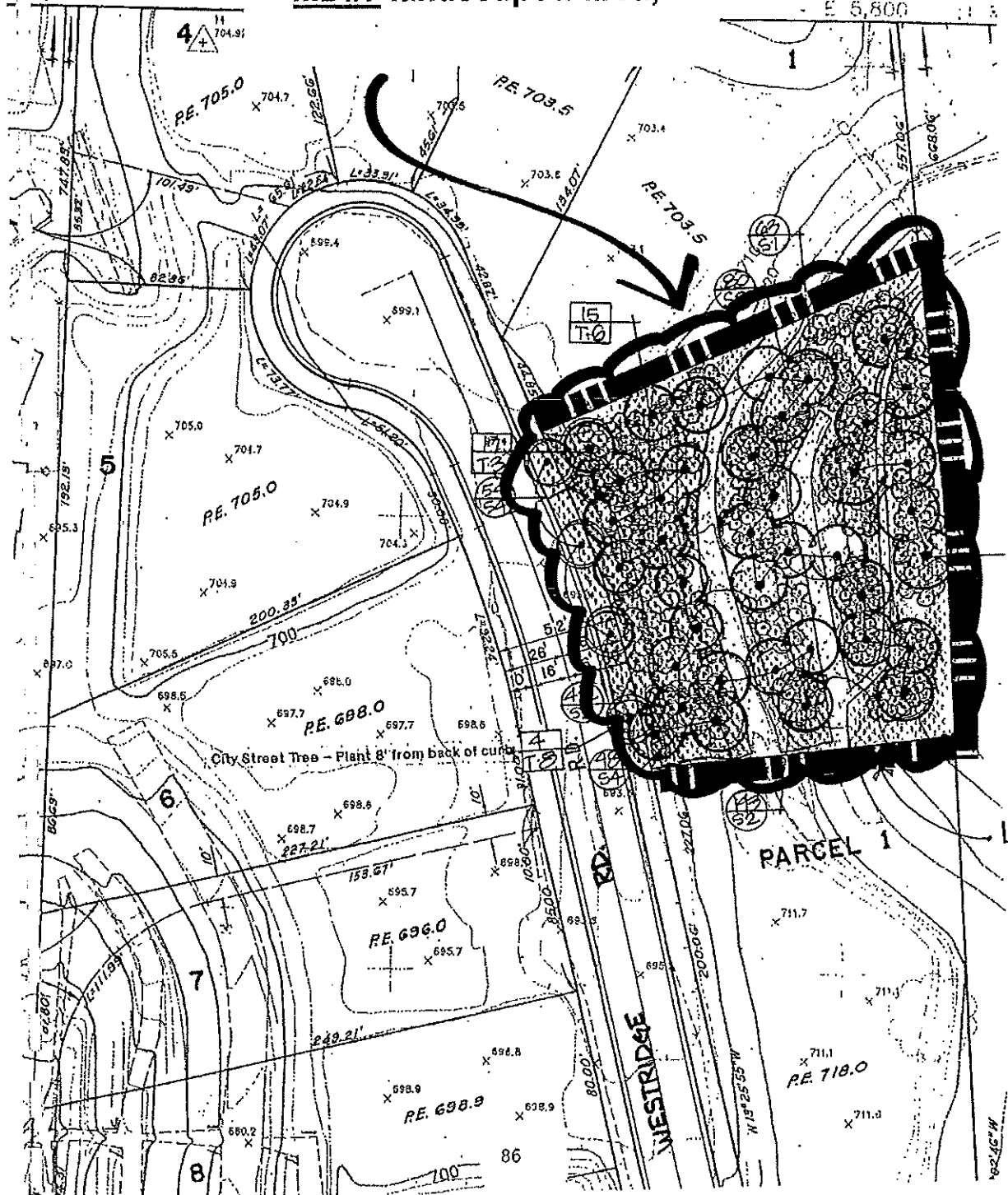


MD#7 landscaped areas to be maintained

MD#7 weed abatement
area, once per year.

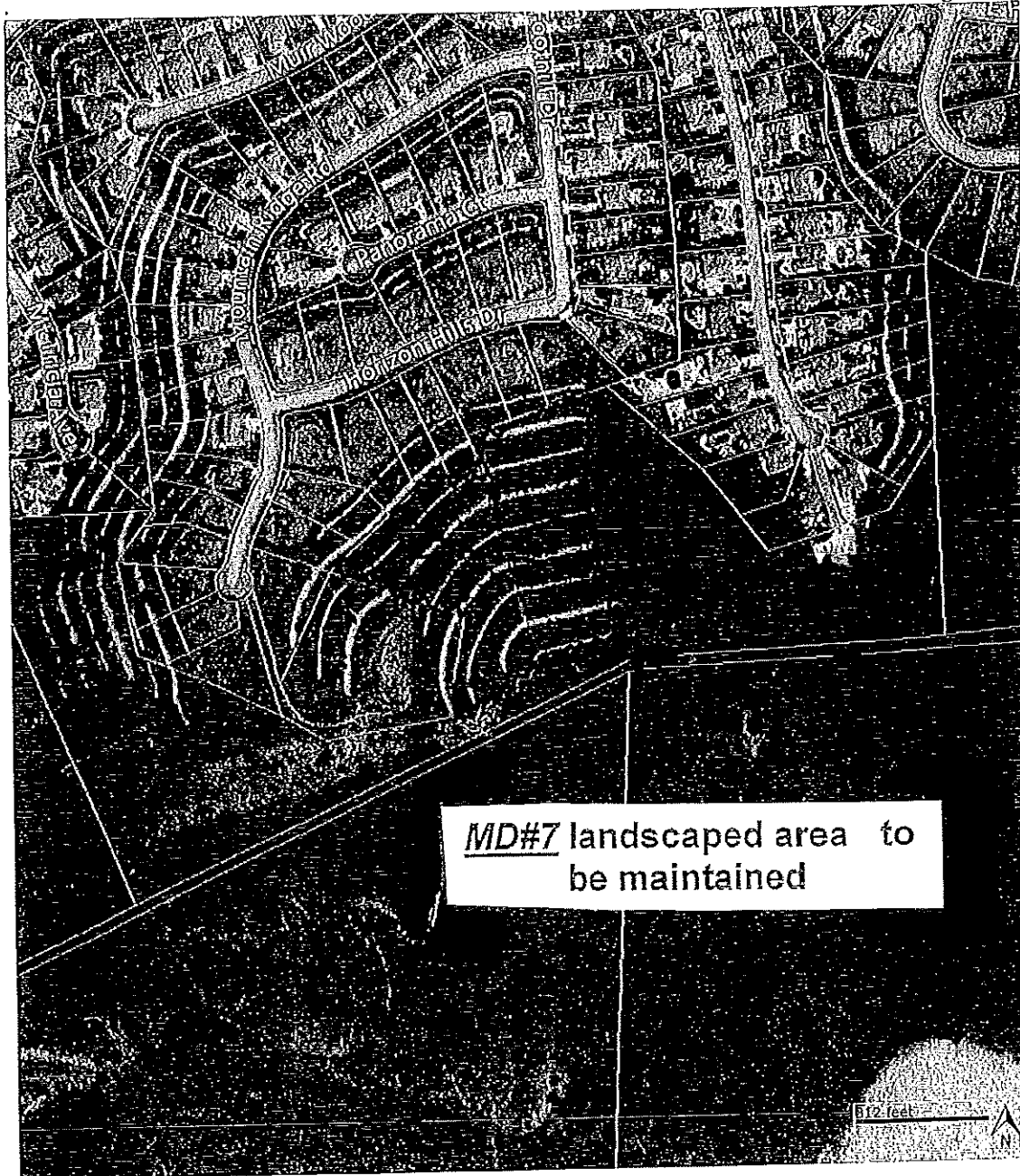


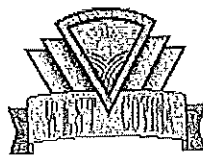
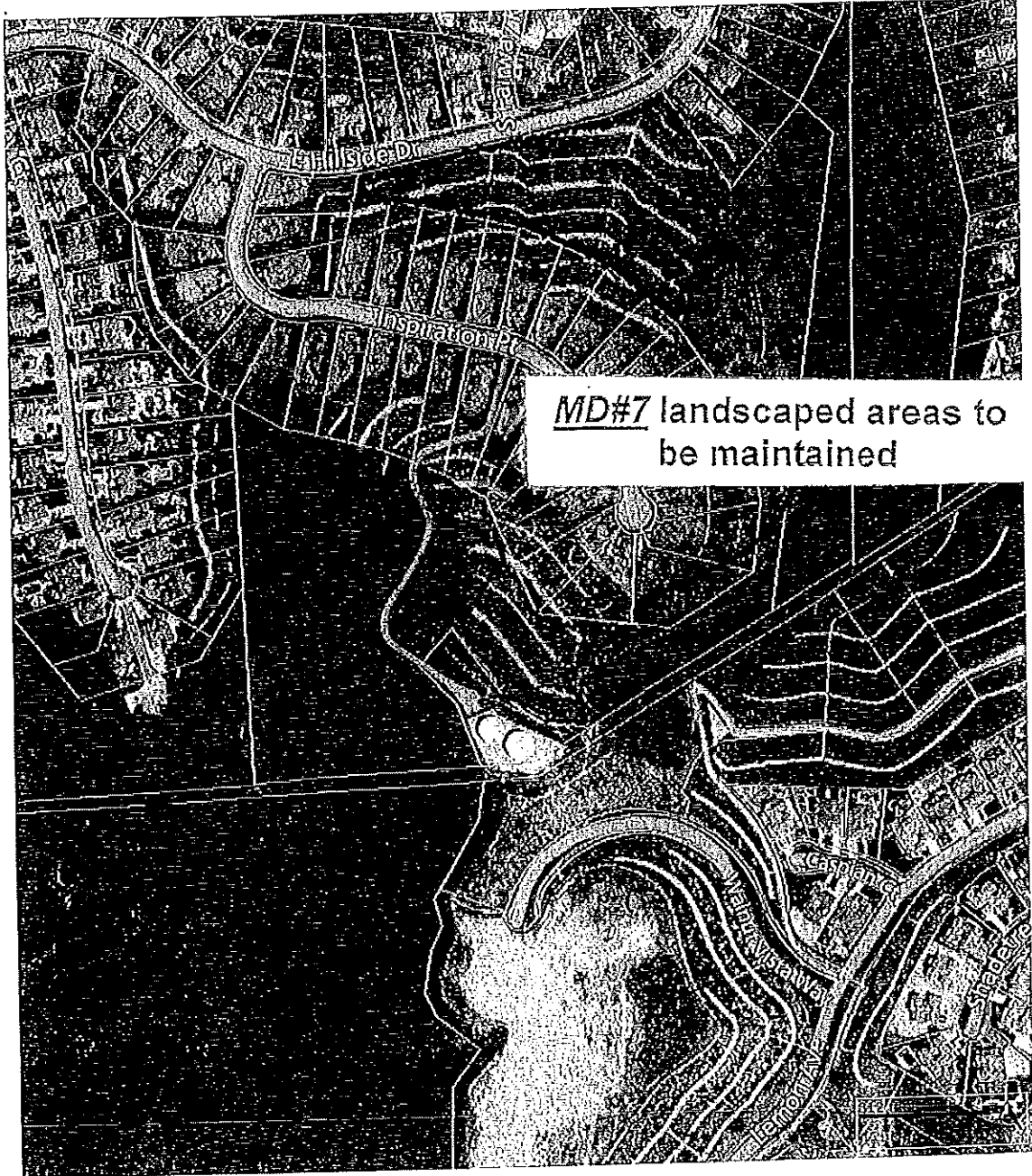
- E 5,800

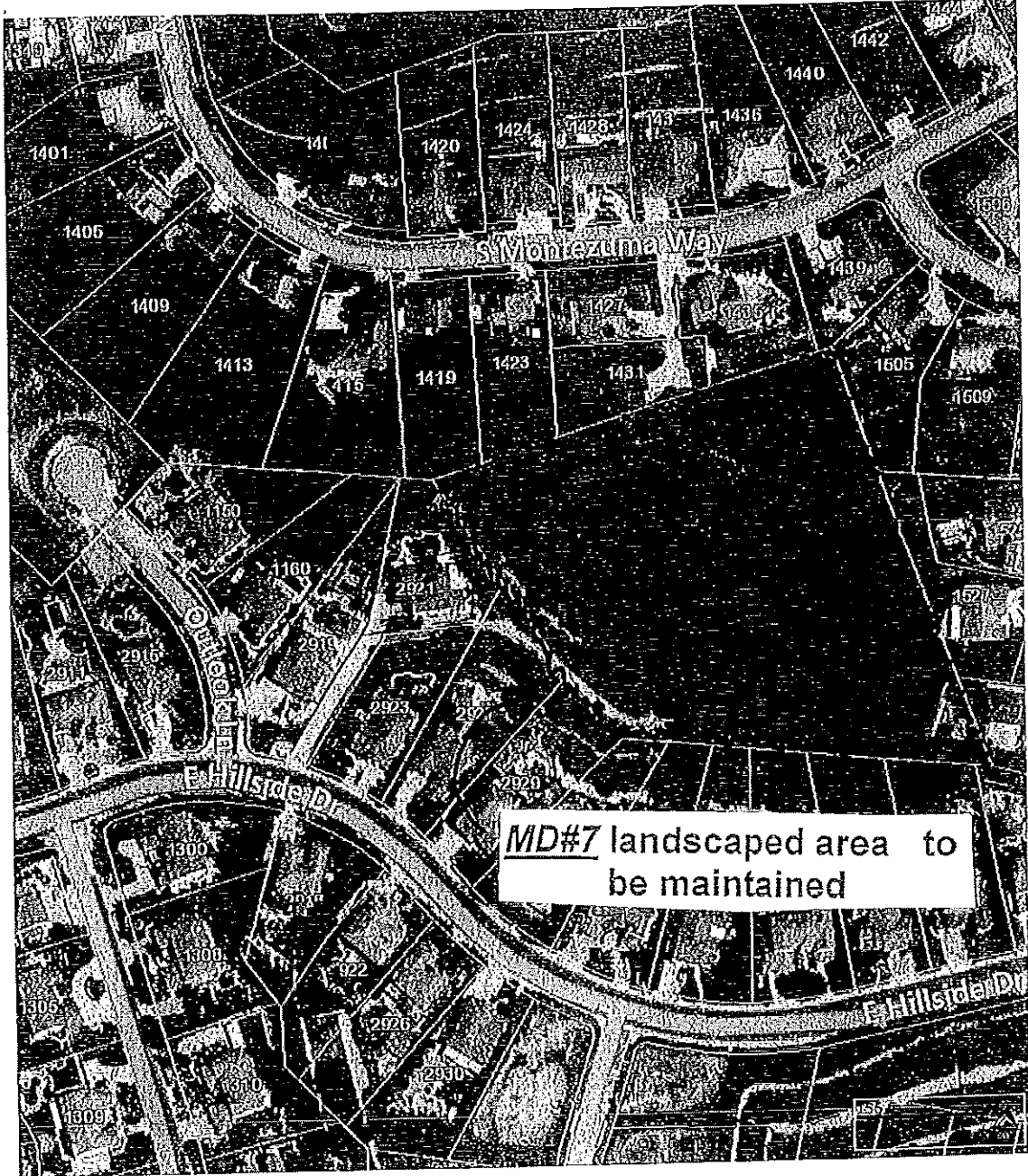


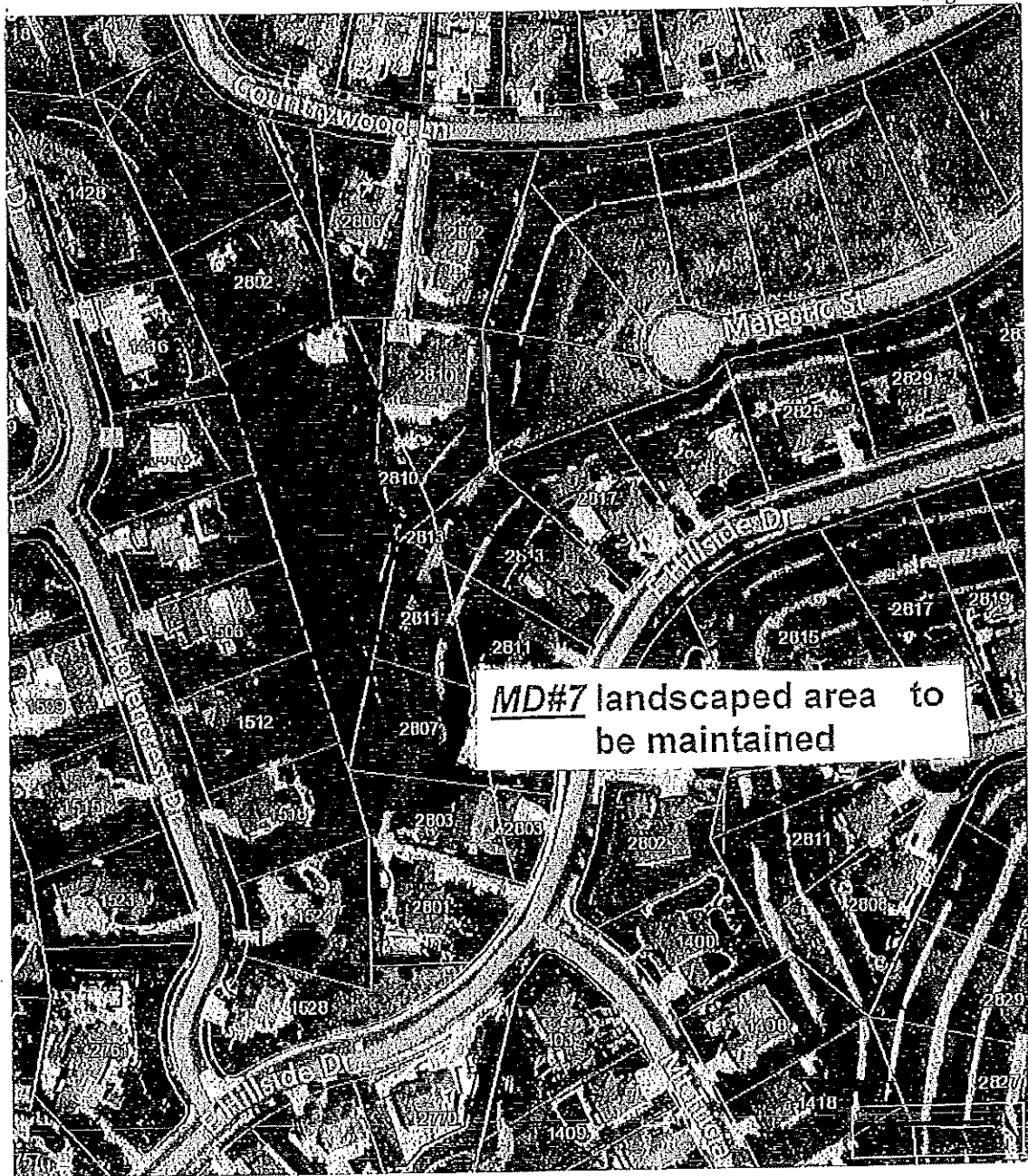






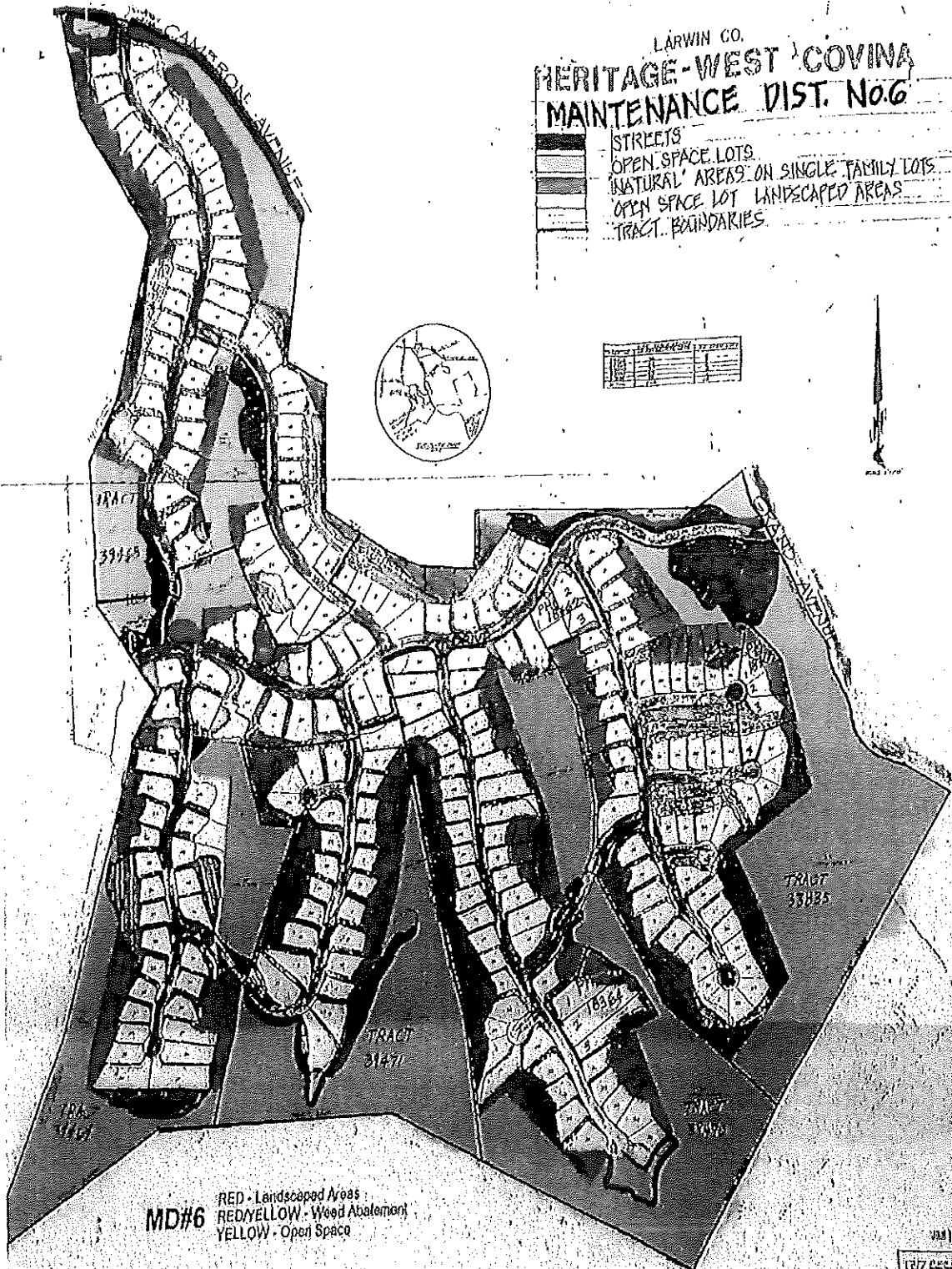






LARWIN CO.
HERITAGE-WEST COVINA
MAINTENANCE DIST. No. 6

STREETS
 OPEN SPACE LOTS
 'NATURAL' AREAS ON SINGLE FAMILY LOTS
 OPEN SPACE LOT LANDSCAPED AREAS
 TRACT BOUNDARIES



001198

18 1537

EXHIBIT B
CONTACTOR'S PROPOSAL

Proposal for

CITY OF WEST COVINA

*Landscape and Maintenance of
Landscape Maintenance Districts and West
Covina Sportsplex Costal Sage & Scrub Areas
RFP#61-021*

Due Date: March 9, 2023

Time: 2:00 p.m.

Submitted By:



merchants
landscape services, inc.

*8748 Industrial Lane
Rancho Cucamonga, CA. 91730*

800-645-4881

Fax 909-981-1029

Contact

Patrick Healy

patrick@merchantslandscape.com



March 9, 2023

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

Regarding: Letter of Transmittal

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

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

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

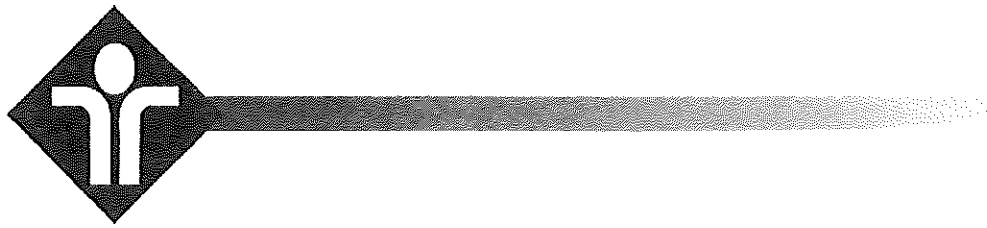
All information submitted with this proposal is true and correct.

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

Sincerely,

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

Mark Brower
President
www.merchantslandscape.com



COMPANY PROFILE

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

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

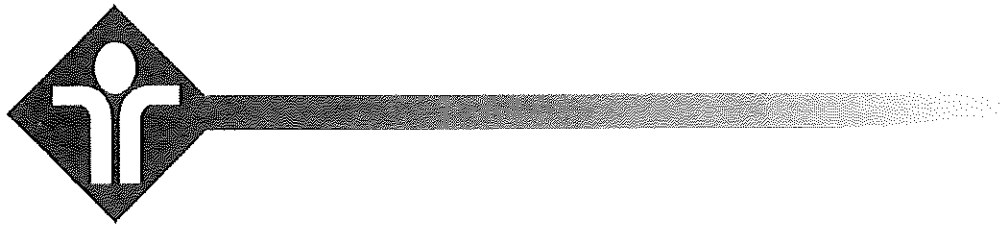
We have hundreds of accounts encompassing a wide range of maintenance clients. Included are large regional hospitals, school districts, and county contracts. Merchants Landscape Services is currently servicing the cities of:

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

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

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

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



PROJECT SUMMARY



City of West Covina Districts 1, 2, 4, 6 and 7: Project Summary

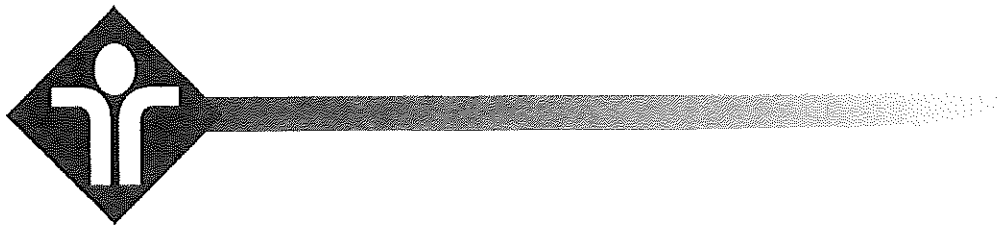
We've had the opportunity and privilege to have worked in all the areas within this contract for over 5 years and are familiar with all the existing irrigation systems, current landscape conditions, slope conditions, drain systems conditions and areas of higher profile.

We strongly feel that we are more than capable of delivering the final product that the City of West Covina is looking for. Merchants Landscape has completed similar tasks in the City of Pomona and Ontario. We will have a total of 11 men working Monday through Friday to deliver the expectations being asked in this contract from the shrub reductions to 4 feet height to trash debris pick up and ground cover, 45 degree angled, pruning. Our crews will follow all scheduled duties and noise ordinance codes (8:00 am) to ensure a safe and respectful working environment for the residents of West Covina.

The task of shrub reduction to a 4 feet height will be tackled one District at a time with all crews working simultaneously to maximize production and will have all the equipment necessary for possible obstacles they may encounter in the landscape areas.

Merchants Landscape has the equipment to provide a quick and efficient product for all seasonal tasks. Such as: Fertilizing, aeration, dethatching, broadleaf application, pest and plant disease control.

We are aware of the irrigation systems currently in the landscaped areas from galvanized, plastic and asbestos lines. We are aware of the backflow locations, meter locations, type of valves and irrigations components throughout the Maintenance Districts. We are also aware of the potential damages that we may encounter during the landscape shrub reduction period exposing areas that were not accessible before, including the v-ditches clean-up that will now have foot access to them.



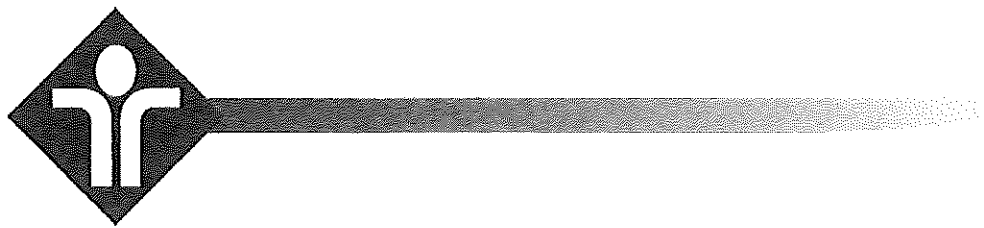
Qualifications/Experience of Bidder

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

Our excellent reputation and extensive client list attests to our commitment to providing the highest quality municipal landscape maintenance in the industry. Many of our largest clients have renewed their contracts with Merchants with some in their 3rd terms of 15 years of service.

City of Irvine-Merchants has provided complete landscape maintenance for all **Sports Parks**, Parks, Villages and facilities since 2008 and recently executed a new **third** contract to continue through 2022. Merchants provides 7 day a week service for **26 sports parks** and 27 parks totaling over 350 acres. Including, **34 soccer fields, 43 ball fields**, which are **prepped daily** by Merchants crews, and servicing over 700 trash cans daily. Our service also includes major monthly and annual renovation work, including monthly aerations varying from hollow tine, solid tine, verti-drain, Fraze mowing and verticutting. All tasks are done with Merchants vast equipment inventory, please see attached.. Annually we install over 300,000 sq. ft. of sod and completely renovate all turf areas. In addition to the cities sports park system and all facilities, Merchants also maintains the Great Park and all medians, parkways and parks in the Villages of Turtle Rock, Woodbrige, Westpark, Woodbury, Northwoods , El Camino and Portola totaling over 1,100 acres. The City of Irvine spends over \$10,000,000.00/year with Merchants to maintain their landscape.

City of Ontario-Merchants has provided the landscape maintenance in Ontario for past 10 years and was recently awarded its **third** 5 year contract, to continue through 2022. We maintain facilities, medians, parkways and parks and **Sports Parks** totaling over 200 acres, including 7 days a week trash cans, opening/closing/cleaning restrooms, opening/closing parks and playgrounds daily.



Qualifications/Experience of Bidder – Cont.

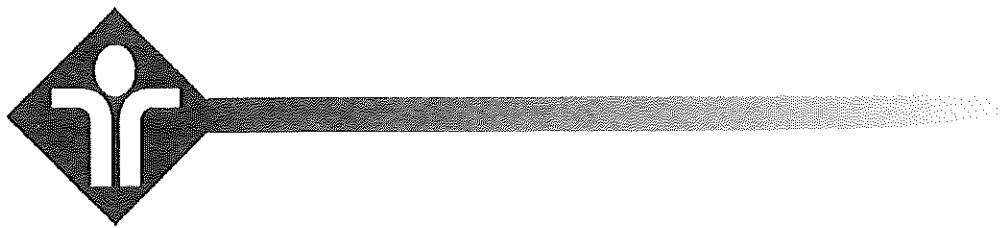
City of Fountain Valley-Merchants was awarded a 5 year contract in 2019 to maintain the parks and **Sports Park Complex**. This complex encompasses over 50 acres and includes **14 Ball fields, 5 Soccer fields** and Tennis and Basketball facilities.

Great Park-Merchants was recently awarded a 10 year, \$60 million dollar contract to maintain the Great Park. The Great Park is the largest municipal **Sports Park** in the Western United States, encompassing over 350 acres. Which includes **17 soccer fields, 12 baseball fields, 8 synthetic soccer fields, 27 tennis courts and volleyball courts**. It also includes tournament stadiums for soccer, baseball, volleyball and tennis. The annual spending for our services exceeds \$6,000,000.00/yr.

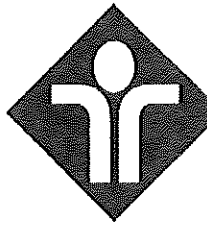
Merchants Landscape also possesses a one of kind extensive inventory of landscape equipment. As the attached equipment inventory illustrates we own a very diverse and specialized equipment inventory. Having numerous tractors, renovators, aerators, dethatchers, slit-seeders, vacuums, top dressers, state of the art mowers and fraze mowers.

Our extremely unique portfolio of municipal park maintenance has resulted in a one of kind management staff with unparalleled knowledge and experience in the art of sports turf management.

Simply, municipal maintenance is what Merchants Landscape was built on and continues to grow with. Our total staff is committed to it and thrives on the challenge every day.



METHODOLOGY



West Covina Landscape Districts 1,2,4,6 and 7: Technical Approach & Methodology

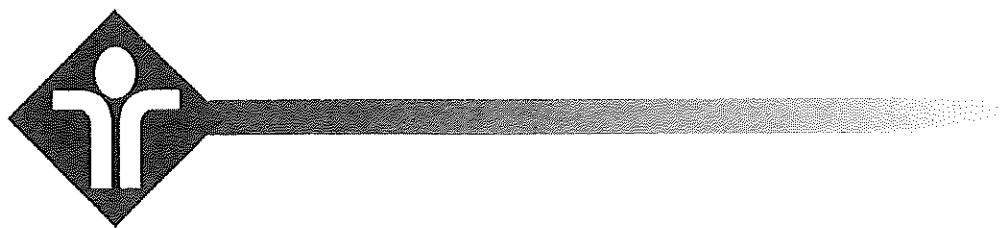
Staffing and Equipment

Merchants Landscape will staff this contract as represented in the following paragraph. We will have a 4-man mow crew with a F-350 full size truck and a trailer, 2 -72" Lazer ride along mowers, with a Power trim edger, 2 Echo weed eaters and 2 Echo Backpack blowers, mowing turf 2 days a week on Mondays and Tuesdays. Monday to Friday Staff: We will have a 4-man Detail Maintenance crew designated to District 4 and the Sports Complex location with 3 Echo Hedge Trimmers, 3 Echo Weedeaters, one 14" Stihl Chain saw, 1 Stihl Extension Chain saw and 2 Echo Backpack blowers. We will have a 3-man Maintenance Detail Crew designated to Districts 1 and 2 with 3 Echo Hedge Trimmers, 2 Echo Weedeaters, 1 14" Stihl Chainsaw, 1 Stihl Extension Chain saw and 2 Echo Backpack blowers. We will have a 3-man Maintenance Detail Crew assigned to Districts 6 and 7 with 3 Echo Hedge Trimmers, 2 Weed eaters, 1 14" Stihl Chain saw, 1 Stihl Extension Chain saw and 2 Echo Backpack blowers. We will have one Irrigation Technician running through the systems and making repairs as needed. The backflow devices will be inspected and tested once a year. All crew will be equipped with hand tools and materials necessary to complete successfully their scheduled work day. All maintenance crews will be equipped with backpack sprayers for chemical applications and one crew will have a 50 gallon chemical rig for larger jobs. We will have a QAL apply broadleaf during its scheduled time and treat pests and diseased plant material as needed. We will have all our staff trained by our QAL to safely apply herbicides in all areas of the parks where chemical applications are allowed with in the CAUTION category. There will be a bi-lingual Area Manager on site 5 days per week. He will be directly responsible for any daily communication that may be required with the city inspectors. Merchants Landscape will have a total of 11 Full time which totals at 440-man hours per week dedicated to these Landscape Maintenance sites along with the Area Manager.

The undertaking of bringing all existing landscape that can be brought down/cut down to a manageable height of 4 feet will take no longer than 18 months to complete. We look forward to this challenge and successfully bringing the results that the City of West Covina is expecting.

Trucks and trailers for this contract

- 1- 1 - Chevy 3500 trucks with trailer
- 2- 2 - Chevy 3500 trucks
- 3- 1 - Chevy Colorado truck.



FEE SCHEDULES

BASE FEE SCHEDULE

(Use of City Form Is Required – See Excel Provided)

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
	Maintenance of all landscape, hardscape and irrigation systems, cleaning and weed/brush abatement including but not limited to:		
1	Landscape Maintenance No. 1 Furnish all labor, equipment, materials and supervision to perform of all landscape, hardscape and sprinkler systems maintenance of open space areas in Landscape Maintenance District No. 1. Approximately 30 acres of turf and 27 acres of maintained slope, natural areas and rights-of-way.	\$ 10,496.00 LUMP SUM	\$ 125,952.00 LUMP SUM
2	Landscape Maintenance No. 2 Furnish all labor, equipment, materials and supervision to perform of all landscape, hardscape and sprinkler systems maintenance of open space areas in Landscape Maintenance District No. 2. Approximately 3.5 acres, one tenth acre turf and 3.4 acres of maintained slopes and rights-of-way.	\$ 832.00 LUMP SUM	\$ 9,984.00 LUMP SUM
3	Landscape Maintenance No. 4 Furnish all labor, equipment, materials and supervision to perform of all landscape, hardscape and sprinkler systems maintenance of open space areas in Landscape Maintenance District No. 4. Approximately 151 acres, 15 acres of turf, 135 acres of maintained slope and rights-of-way.	\$ 34,200.00 LUMP SUM	\$ 410,400.00 LUMP SUM

BASE FEE SCHEDULE

(continued)

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
4	Maintenance District No. 6 Approximate acres, 9-acres manufactured landscape. 78- acres/natural open space.	\$ <u>5,120.00</u> LUMP SUM	\$ <u>61,440.00</u> LUMP SUM
5	Maintenance District No. 7 Approximately a total of 95 acres of open space of which 6 acres is designated for weed abatement and 24 acres is landscaped area.	\$ <u>6,400.00</u> LUMP SUM	\$ <u>76,800.00</u> LUMP SUM
6	Unit cost per 1,000 square feet to maintain other new manufactured landscape areas added to this agreement/contract during the next 60 months. This unit cost is to be added to the TOTAL PRICE PER YEAR column and will become part of the overall bid amount.	\$ _____	\$ <u>40.00</u>
7	Unit cost per 1,000 square feet to weed abate natural open space area. The City will use this unit cost at any time during this agreement to request weed abatement of other areas not written specifically into this Agreement. This unit cost is to be added to the TOTAL PRICE PER YEAR column and will become part of the overall bid amount.	\$ _____	\$ <u>40.00</u>

BASE FEE SCHEDULE

(continued)

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
8	Furnish all labor, equipment, materials, and supervision to perform vertebrate pest control as described herein including, but not limited to, the control of: ground squirrels, field mice, rats, gopher	\$ <u>1,000.00</u> LUMP SUM	\$ <u>12,000.00</u> LUMP SUM
9	West Covina Sportsplex Perimeter Areas Parkway area and Unprotected Coastal Sage & Scrub: Furnish all labor, equipment, materials and supervision to perform of all landscape, hardscape and sprinkler systems maintenance of open space areas. Approximately 14.4 acres and 1,340 linear feet of parkway. Protected Coastal Sage & Scrub: Hand weed non-native species (see scope for list of non-native species) and remove trash. Notify City if re-seeding or irrigation is needed. Approximately 3.75 acres.	\$ <u>5,952.00</u> LUMP SUM	\$ <u>71,424.00</u> LUMP SUM

TOTALS

\$ 64,000.00
MONTH

\$ 768,080.00
ANNUAL

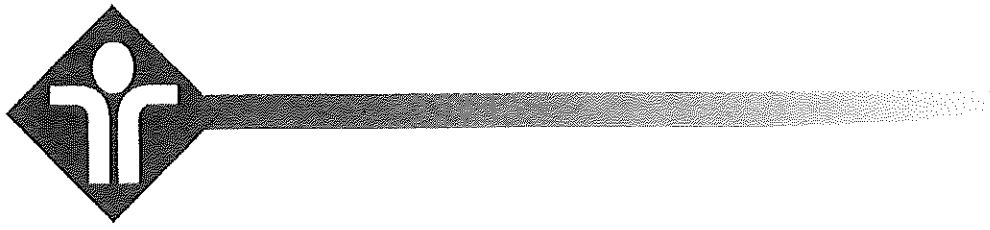
SUPPLEMENTAL HOURLY RATE AND EQUIPMENT FEE SCHEDULE

Schedule of Hourly Rates

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

Schedule of Specialty Vehicles/Equipment

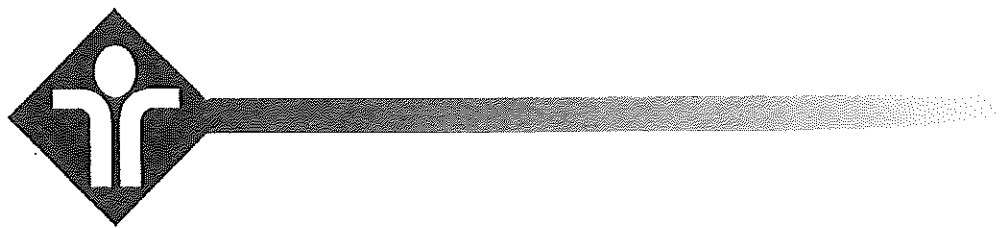
Vehicle/Equipment Type	Day Rate	Emergency/ After Hours Rate
Tree Truck/Chipper	\$1,785.00	\$350.00



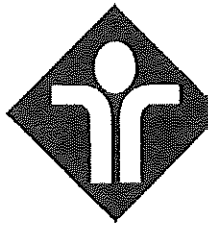
EXCLUDED OR SUBCONTRACTED SERVICES



Merchants Landscape Services will not be using any sub-contractors.



SIMILAR SERVICES & REFERENCES



MERCHANTS LANDSCAPE SERVICES, INC.

REFERENCES

CITY OF WEST COVINA

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

CITY OF CHINO

13220 Central Avenue
Chino, CA. 91710
Contact: Benjamin Orosco
Phone: (909) 772-0517
E-Mail: borosco@cityofchino.org
Project Completion: On going to 2023
Project size in \$: \$550,000/year
Landscape Maintenance

CITY OF ONTARIO

1425 S. Bon View Ave.
Ontario, CA. 91761
Phone: (909) 376-5207
Contact: Alfredo Banuelos
E-Mail: abanuelos@ontarioca.gov
Project Completion: 2007 to 2023
Project Size in \$: 1,500,000.00/year
All City Facilities, Parks, Medians, and Districts

CITY OF IRVINE

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

CITY OF POMONA

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

CITY OF NEWPORT BEACH

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

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

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

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

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

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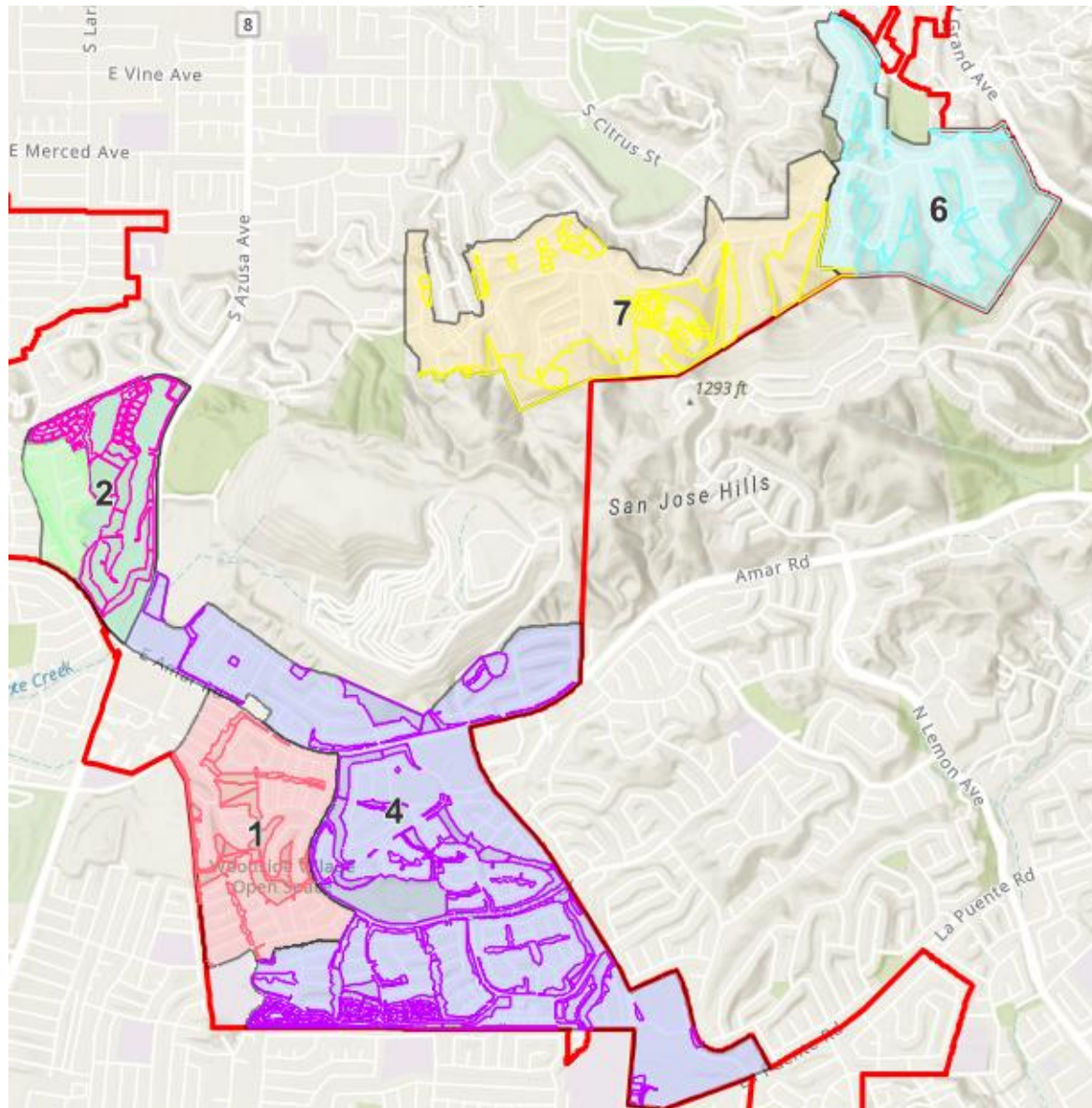
Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
d. Natural Area Maintenance	As required in the Scope of Services.	\$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
9. BRUSH CLEARANCE				
a. Brush Removal and Safety Clearance	As required in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

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Landscape Maintenance Districts Update

Landscape Maintenance Districts (LMDs)



Before and After (Initial Clearing)

FAIRGROVE DRIVE



Before



After

PARKSIDE DRIVE



BRENTWOOD DRIVE



Before

BRENTWOOD DRIVE



Before



After



Before



After



Before and After
Initial Clearing



June 2025

Before and After

LMDs In Process



Challenges

- Three decades of no maintenance
 - Overgrowth was more severe than was thought
 - Hillsides were significantly difficult
 - Need to identify what are trees vs. bushes/vegetation
 - Homeless encampments
 - Moved to different sites on a regular basis
 - Most of the work required hand tools
 - Weather
 - Irrigation is not present in most of the areas
- Were requested to spend time reviewing irrigation

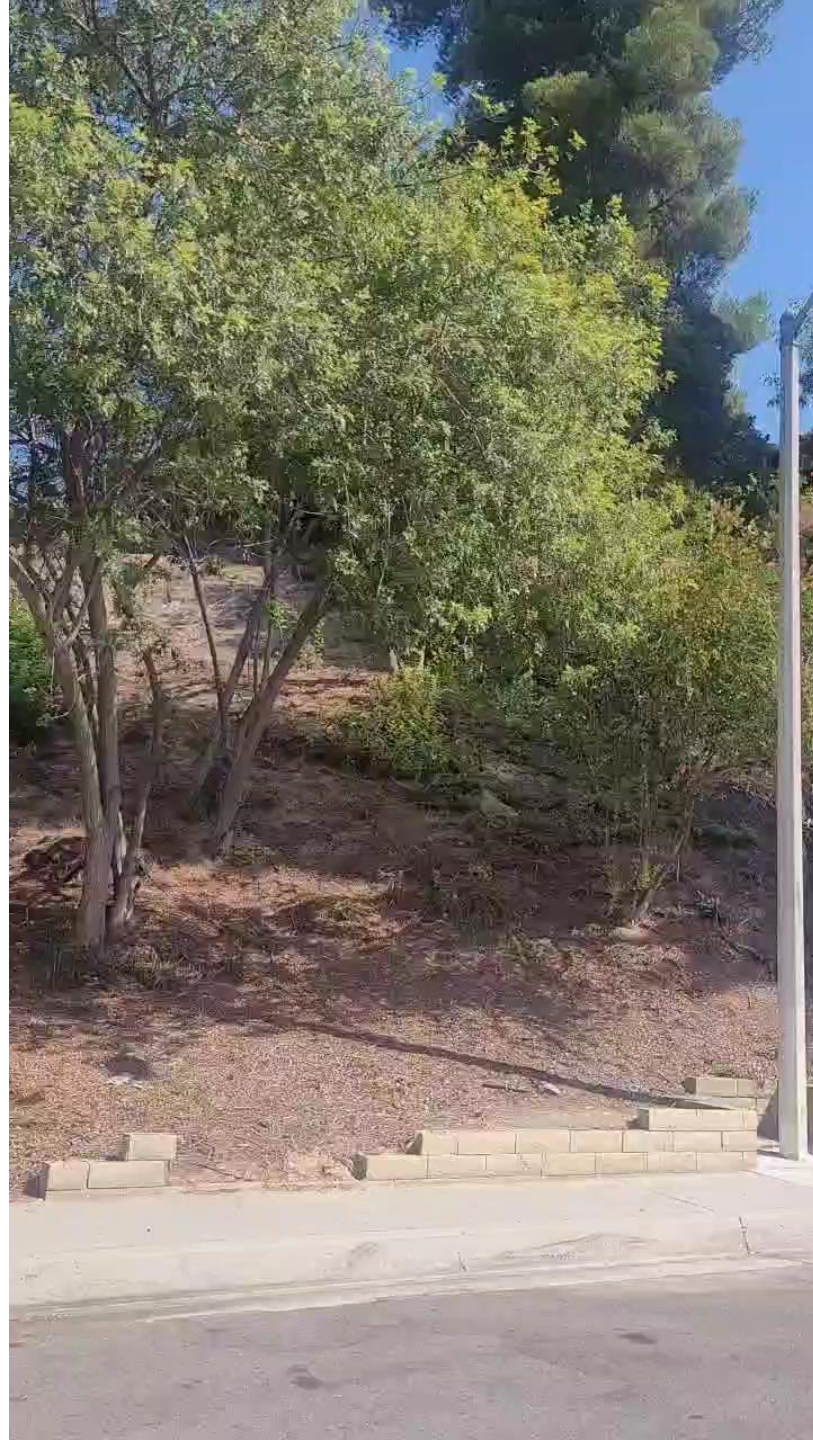
Note: The areas cleared have been maintained

Trees are not part of the contract

Today....

LMD 2

Fairgrove &
Parkside
Woodgrove
Park



Today....

LMD2 & LMD4

Brentwood
Drive and
Amar Road



Today....

LMD 2 & LMD4

Amar Road



Today....

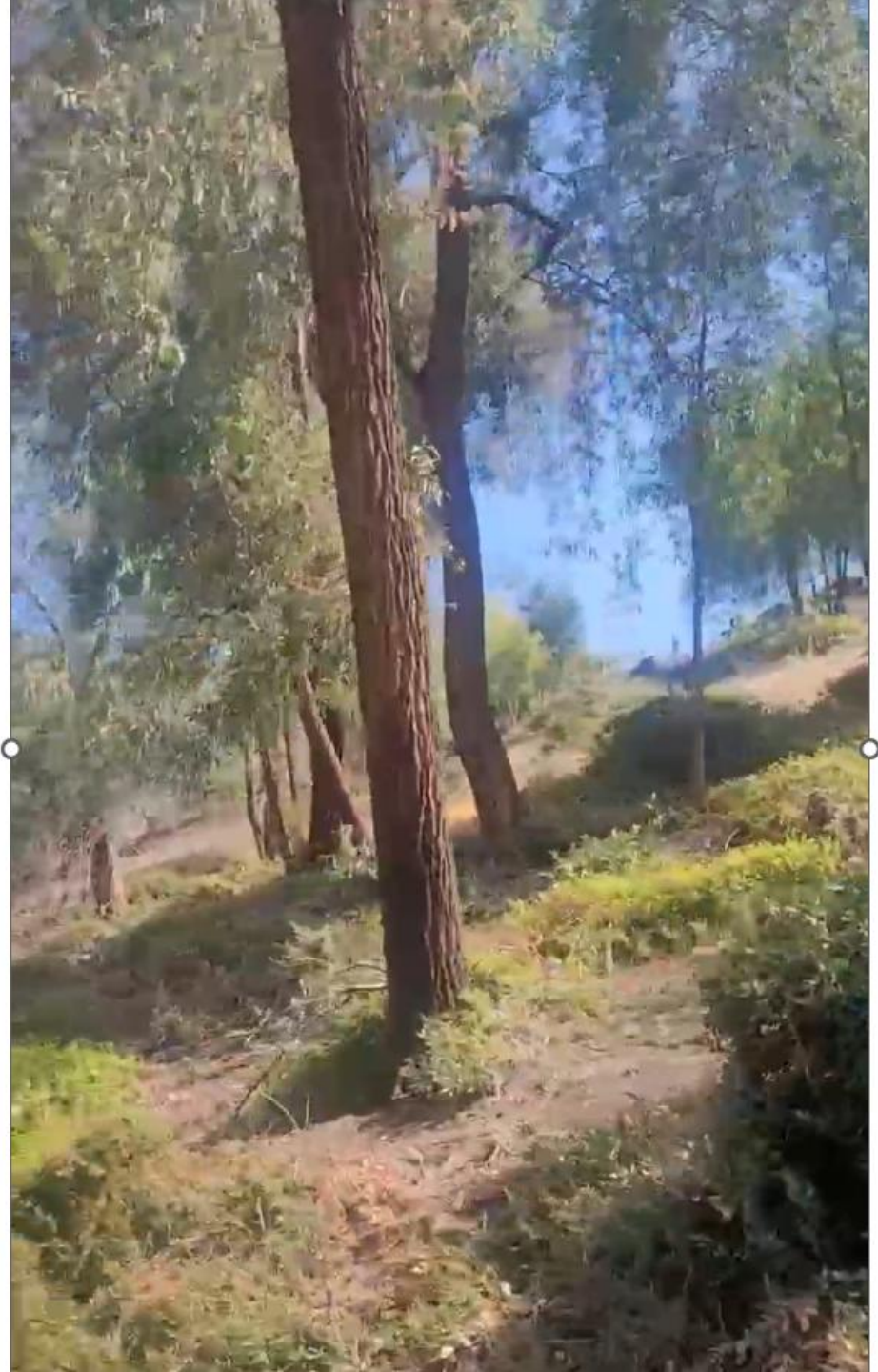
LMD2 & LMD4

North Azusa
Ave From
Tierra Mia
Coffee to
Nelson Street



Today....

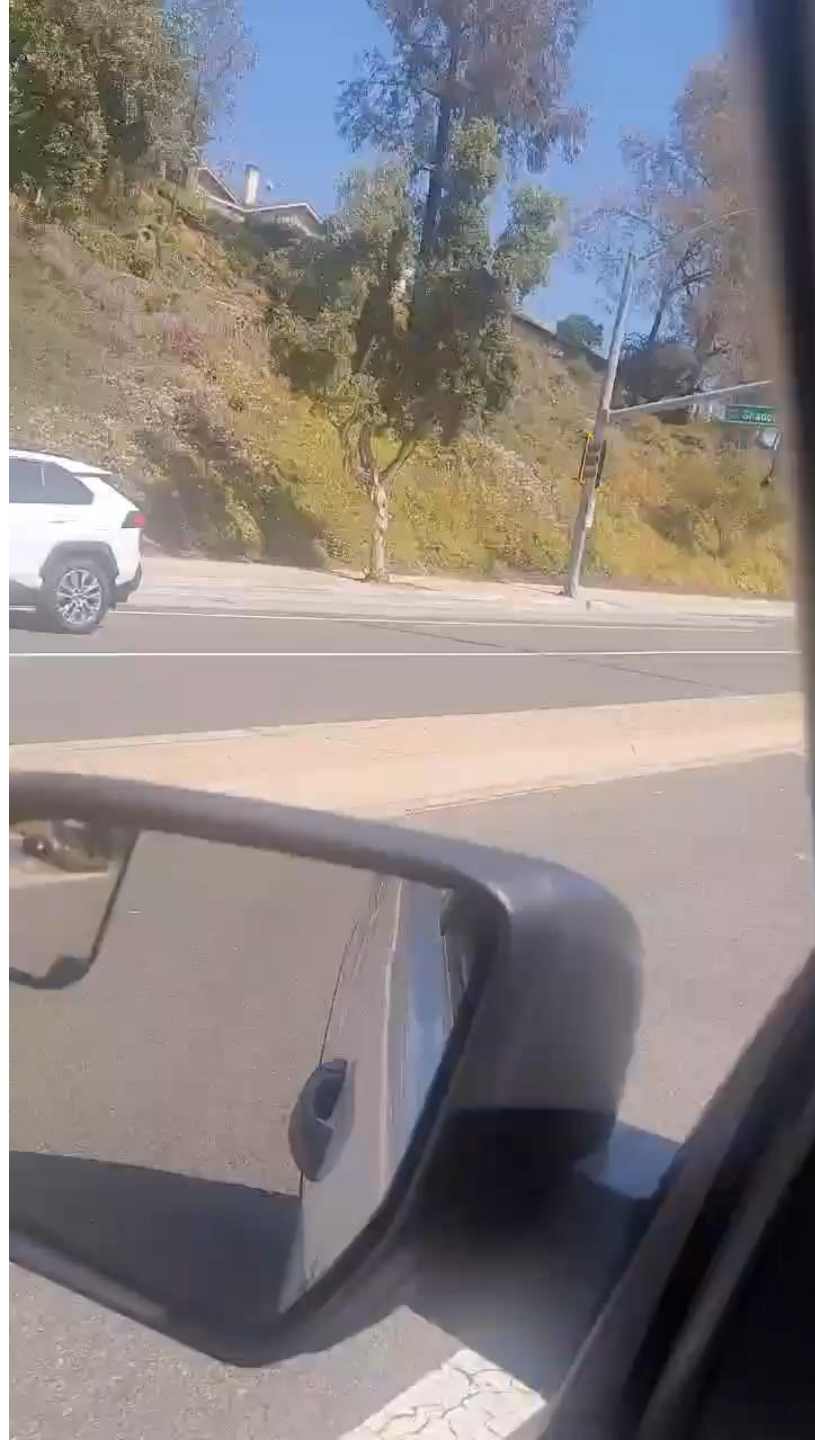
Behind
Playgrounds
and
Restrooms at
Woodgrove
Park



Today....

LMD 4

North Amar
Road from
Shadow Oak
Drive to
Nogales



Conclusion

Expected time of completion,
barring weather, will be end of
December 2026

