CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 3, 2026, 7:00 PM
REGULAR MEETING

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

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

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 FEBRUARY 3, 2026, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Rajan Zed, President, Universal Society of Hinduism

PLEDGE OF ALLEGIANCE
Lizette Donato from South Hills High School

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Celebrating Black History Month
- Certificate Celebrating the West Covina Police Explorer POST #499
- Certificate Honoring Teacher of the Year Rene Romero, South Hills High School
- Certificate Recognizing Lizette Donato, Student Board Member and member of the Mock Trial Team, South Hills High School
- Taste of West Covina Presentation Recognizing Heavenly Flower's
- Taste of West Covina Presentation Recognizing Café 86

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

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.

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

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE JANUARY 20 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JANUARY 20, 2026, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

That the Council approve the January 20, 2026, City Council/Successor Agency Regular Session Meeting Minutes, and the January 20, 2026, City Council/Successor Agency Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF MEMORANDUM OF AGREEMENT WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT FOR HOMELESS PROGRAMS AND ASSOCIATED BUDGET AMENDMENT

It is recommended that the City Council:

1. Authorize the Acting City Manager to negotiate and execute a Memorandum of Agreement between the City of West Covina and the San Gabriel Valley Council of Governments, in a form approved by the City Attorney;
2. Authorize the Acting City Manager to negotiate and execute related documents; and
3. Adopt the following Resolution:

RESOLUTION NO. 2026-06 – 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 (SGV COG - MEASURE A)

3) CONSIDERATION OF WEST COVINA COMMERCIAL FACADE IMPROVEMENT GRANT PROGRAM

It is recommended that the City Council approve the proposed guidelines for the City of West Covina Commercial Facade Improvement Grant Program.

4) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

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

ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF DRAFT REQUEST FOR PROPOSALS FOR ASSESSMENT ENGINEERING SERVICES AND BUDGET AMENDMENT FOR SUCH SERVICES

It is recommended that the City Council:

1. Authorize the Community Development Department to issue a formal Request for Proposals (RFP) for Assessment Engineering Services; and
2. Adopt the following resolution:

RESOLUTION NO. 2026-11 - 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 (ASSESSMENT ENGINEERING SERVICES)

6) CONSIDERATION OF DRAFT REQUEST FOR PROPOSALS FOR CITY ENGINEERING SERVICES, TRAFFIC ENGINEER SERVICES, ENGINEERING GRANT WRITING/ADMINISTRATION SERVICES, AND ON-CALL GENERAL ENGINEERING SERVICES

Staff recommends that the City Council authorize the Community Development Department to issue a formal Request for Proposals (RFP) for the City and Traffic Engineering, Grant Writing/Administration, and On-Call General Engineering Services.

FINANCE DEPARTMENT

7) CONSIDERATION OF INCREASE IN HOURLY RATES FOR LIMITED SERVICE COMPENSATION SCHEDULE TO REFLECT INCREASE IN STATE HOURLY MINIMUM WAGE EFFECTIVE JANUARY 1, 2026

It is recommended that the City Council:

1. Approve wage adjustments to limited services positions to bring them into compliance with the State's minimum wage requirement effective January 1, 2026; and
2. Adopt the following resolution:

RESOLUTION NO. 2026-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE FOR CONSISTENCY WITH STATE LAW

8) PURCHASING REPORT AND REJECTION OF UNAWARDED BID

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

1. Receive and file the listing of all contracts and purchase orders that were awarded by the Acting City Manager from July 1, 2025 to December 31, 2025.
2. Reject the unawarded requests for bids and requests for proposals detailed within the staff report.

9) CONSIDERATION OF THE FIRST QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2025-26

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

1. Receive and file the First Quarter Financial Report for Fiscal Year 2025-26; and
2. Adopt the following resolution:

RESOLUTION NO. 2026-15 - 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 (FIRST QUARTER FINANCIAL REPORT)

10) CONSIDERATION OF APPROVAL AND TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027 FOR THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY

It is recommended that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2026-09 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

PUBLIC WORKS

11) CONSIDERATION OF AUTHORIZATION TO PURCHASE PARK AMENITIES (PICNIC TABLES AND DRINKING FOUNTAINS)

Staff recommends that the City Council:
1. Authorize the purchase of the following park amenities to support ongoing park improvements and enhance public accessibility and use, provided the total cost for all amenities does not exceed $300,000:

- Sixty-five (65) 8-foot PVC Traditional Picnic Tables
- Thirty (30) 8-foot PVC Traditional ADA One-End Picnic Tables
- Four (4) Elkay Outdoor Pedestal Fountains with Pet Station
- Seven (7) Elkay Outdoor Upper Bottle Filling Stations
- Six (6) Elkay Outdoor Pedestal Fountains

2. Authorize the Acting City Manager to execute all necessary purchase documents in accordance with the City's procurement policies.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

12) CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE AND RESOLUTION REVISING AUDIT COMMITTEE RULES AND REGULATIONS

It is recommended that the City Council:

1. Adopt the following resolution:

RESOLUTION NO. 2026-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE AUDIT COMMITTEE RULES AND REGULATIONS

2. Appoint the five (5) most recently serving Committee members to serve on the Audit Committee, for a term through December 31, 2027, as detailed in the staff report.

CITY MANAGER'S OFFICE

13) CONSIDERATION OF A DRAFT REQUEST FOR PROPOSALS FOR FEDERAL LOBBYIST SERVICES

It is recommended that the City Council provide direction.

14) CONSIDERATION OF A DRAFT REQUEST FOR PROPOSALS FOR GRANT WRITING SERVICES

It is recommended that the City Council provide direction.

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	February 17, 2026	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Section 2-47. - Addressing the council.

Pursuant to the California Government Code, any person wishing to address the city council on any matter on the agenda or on any other matter within their jurisdiction, excluding any matter set for a public hearing, may do so upon first securing the recognition of the presiding officer during the time designated as "Oral Communications" on the agenda. The city council may not act on any item unless it is listed on the agenda.

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

(a) Each person wishing to address the city council shall submit a speaker card to the city clerk prior to the commencement of the time designated for oral communications. No speaker cards will be accepted after the commencement of oral communications, except at the discretion of the presiding officer.
(b) When called forward by the presiding officer or the city clerk, each person addressing the city council shall step up to the podium and give his or her name and city of residence in an audible tone of voice for the record.
(c) Each person addressing the city council during oral communications shall limit his or her comments to three (3) minutes, unless the time limit is modified by the presiding officer or the city council. In order to provide all speakers the opportunity to participate in oral communications, the presiding officer or the city council may reduce the time limit to allow reasonable time for all speakers to address the city council.
(d) All remarks shall be addressed to the city council as a body and not to any member thereof. No person, other than the city council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the city council, without the permission of the presiding officer. No question shall be asked of a council member except through the presiding officer.
(e) The presiding officer may require any person to be sworn as a witness before addressing the city 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 California Penal Code.

Section 2-50. - Decorum—Required.
(a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council 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 disrupts, disturbs, impedes, impairs, or renders infeasible 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 presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:

(1) Addressing the mayor or city council without first being recognized.
(2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.
(3) Repetitiously addressing the same subject.
(4) Failing to relinquish the podium when directed to do so.
(5) From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.
(6) From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.
(7) As a speaker, 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; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city 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.
(8) Engaging in behavior that constitutes use of force or a true threat of force.
(c) It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.
(d) 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.

Section 2-51. - Enforcement of decorum.

The chief of police or any member or members of the police department or other members of the city staff may be designated by the council to be sergeant-at-arms when, in the opinion of the presiding officer, the services of a sergeant-at-arms is necessary, and the sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in accordance with section 2-50 at the council meeting, including, but not limited to, removing and barring from further participation at the meeting any person who is willfully disrupting the orderly conduct of the meeting.

Section 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:

Section 148. Resisting public or peace officers or emergency medical technicians in discharge of their duties; Removal of weapon from person or presence of public or peace officer.

(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.

Section 403. Disturbance of assembly or meeting other than religious or political.

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 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM:

SUBJECT: **CONSIDERATION OF APPROVAL OF THE JANUARY 20 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JANUARY 20, 2026, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the January 20, 2026, City Council/Successor Agency Regular Session Meeting Minutes, and the January 20, 2026, City Council/Successor Agency Closed Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 1/20/2026 Closed Session Minutes Draft

Attachment No. 2 - 1/20/2026 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JANUARY 20, 2026, 6:00 PM
REGULAR MEETING - CLOSED SESSION

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

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

MINUTES

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, January 6, 2026, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

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

Absent: None

City Staff: Milan Mrakich, Acting City Manager, Nilesh Mehta, Assistant City Manager. Thomas Duarte, City Attorney, Scott Davenport Attorney, Jones Mayer, Jeff Anderson, Consultant, Arturo Cervantes, Deputy Director Community Development.

DRAFT

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Louisa Fetetto – Meritage Homes

CLOSED SESSION

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

1.*Ronnie Parham v. City of West Covina et al* (USDC Court Case No. 2:21-cv-09774-FLA-GJS)

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

Property: 8458-020-901/1501 W. Del Norte St
Agency Negotiator: Mrakich, Duarte
Negotiating Parties: MLC Holdings
Under Negotiation: Terms

3. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code § 54957.6

City Negotiators: Mrakich, Duarte
Employee Organizations

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

Unrepresented Employee Group

- Department Heads

ADJOURNMENT

DRAFT

A motion to adjourn the Regular Closed Meeting was made by Mayor Letty Lopez-Viado, and the meeting was adjourned at 6:55 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, February 2, 2026, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Letty Lopez-Viado
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JANUARY 20, 2026, 7:00 PM
REGULAR MEETING

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

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

MINUTES

INVOCATION
Led by Pastor Mason Okubo from Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE
Led by Councilman Wu

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

REPORTING OUT FROM CLOSED SESSION
None

DRAFT

PRESENTATIONS

- SB 1383 Outreach Presentation by Athens Services

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

ORAL COMMUNICATIONS - Three (3) minutes per speaker
John Shewmaker
Jim Grivich
Josh Murray
Eric Pinal
Doug Fore
Ray Vincent Vargas Jr.
Sherrie Berillon
JD

CONSENT CALENDAR
ACTION: Motion by Councilwoman Diaz and Second by Councilman Wu, 5-0 to: *Approve Consent Calendar Items 3 and 5. (Item No. 1 was pulled by Councilmember Gutierrez, Item No. 2 was pulled by Mayor Lopez-Viado, Item No. 4 was pulled by Acting City Manager Milan to move to a future meeting.)*

ACTION: Motion by Councilman Wu and Councilwoman Diaz, 4-0-1(Abstain: Gutierrez) to: *Approve Consent Calendar Item No. 1. (Item No. 1 was pulled by Councilmember Gutierrez)*

ACTION: Motion by Councilman Wu and a Second by Mayor Lopez-Viado, 5-0 to: *Approve Consent Calendar Item No. 2. (Item No. 2 was pulled by Mayor Lopez-Viado).*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE JANUARY 6 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JANUARY 20, 2026, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

Carried 4-0-1(Abstain: Councilmember Gutierrez) to: approve the January 6, 2026, City Council/Successor Agency Regular Session Meeting Minutes, and the January 6, 2026, City Council/Successor Agency Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) **CONSIDERATION OF COMMISSIONER APPOINTMENTS**

Carried 5-0 to: receive and file this informational report.

DRAFT

3) **CONSIDERATION OF MAYORAL APPOINTMENT OF CITY COUNCIL MEMBER REPRESENTATIVES TO VARIOUS ADVISORY BOARDS AND COMMITTEES**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2026-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CONFIRMING APPOINTMENTS OF COUNCIL MEMBERS TO SERVE ON VARIOUS ADVISORY BOARDS AND COMMITTEES

FINANCE DEPARTMENT

4) **CONSIDERATION OF APPROVAL AND TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027 FOR THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY**

The City Manager pulled this item: It is recommended that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2026-09 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

FIRE DEPARTMENT

5) **CONSIDERATION OF ADOPTION OF RESOLUTION ACKNOWLEDGING RECEIPT OF A REPORT ON THE FIRE DEPARTMENT'S COMPLIANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3**

Carried 5-0 to: adopt Resolution No. 2026-08:

RESOLUTION NO. 2026-08 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ACKNOWLEDGING RECEIPT OF THE REPORT REQUIRED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4

END OF CONSENT CALENDAR

DRAFT

HEARINGS

PUBLIC HEARINGS

6) CONSIDERATION OF ADOPTION OF AN ORDINANCE TO ADOPT BY REFERENCE THE 2026 LOS ANGELES COUNTY BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, RESIDENTIAL, AND EXISTING BUILDING CODES, WHICH ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, RESIDENTIAL, AND EXISTING BUILDING CODES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

ACTION: Motion by Councilman Wu and Second by Councilwoman Diaz, 5-0 to:

1. Conduct a public hearing regarding Ordinance No. 2536.
2. Adopt the following ordinance:

ORDINANCE NO. 2536 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTERS 7 AND 9 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2026 LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), AND EXISTING BUILDING CODE (TITLE 33), WHICH ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE, ELECTRICAL CODE, PLUMBING CODE, MECHANICAL CODE, RESIDENTIAL CODE, AND EXISTING BUILDING CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

7) CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT A CITY COUNCIL CODE OF CONDUCT AND ADOPTION OF A RESOLUTION REGARDING LEGISLATIVE INTENT AND IMPLEMENTATION

ACTION: ***Motion by Councilman Wu and Second by Councilwoman Diaz, 5-0 to*** with changes removing language referencing “as a condition of assuming office and as an ongoing obligation during service” and changing language to include all Elected Officials:

Introduce the following ordinance amending Chapter 2 of the West Covina Municipal Code to adopt a City Council Code of Conduct:

ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CITY COUNCIL CODE OF CONDUCT"

DRAFT

ACTION: ***Motion by Councilwoman Diaz and Second by Mayor Pro Tem Cantos Diaz, 5-0 to*** *adopt the following resolution:*

RESOLUTION NO. 2026-10 - A RESOLUTION OF THE CITY COUNCIL OF WEST COVINA, CALIFORNIA, AFFIRMING LEGISLATIVE INTENT, ACKNOWLEDGING PRIOR DIRECTION, AND AUTHORIZING IMPLEMENTATION OF THE CITY COUNCIL CODE OF CONDUCT

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- **Councilmember Gutierrez:** Request staff to agendize and provide a review of what is implemented regarding the Athens contract. – There was no support. An amendment from Mayor Pro Tem Cantos asking staff to look into the concerns that have been expressed by Business District regarding the cost, and report back to the Council, with support by Athens. – No objection
- **Councilmember Gutierrez:** Repeal the requirement in having the City Council to confirm Director appointment. – No second
- **Councilmember Gutierrez:** Would like staff to follow up with the Chinese American Association of West Covina (CAAWC) to determine when they will return money collected from the 2025 Moon Festival. – No second
- **Mayor Lopez-Viado:** Requested a final report detailing the cost incurred by each Council member based on resources used. No objection
- **Councilmember Gutierrez:** Send notice to CAAWC and Film-it West Covina and ask them when they plan on submitting the tax returns and other requested documents. – No Support

CITY COUNCIL COMMENTS

- **Mayor Pro Tem Cantos**: Stated that absence for support regarding request does not equate that Council is not being transparent.
- **Mayor Lopez**-Viado: Thanked Mayor Pro Tem Cantos for his words.
- **Councilwoman Diaz**: Thanked the PD Explores for their hard work in Arizona.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made, and the meeting was adjourned at 9:35 p.m. The next regularly scheduled Regular Closed City Council Meeting will be

DRAFT

held on Tuesday, February 2, 2026, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Letty Lopez Viado
Mayor

DRAFT

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF MEMORANDUM OF AGREEMENT WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT FOR HOMELESS PROGRAMS AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Acting City Manager to negotiate and execute a Memorandum of Agreement between the City of West Covina and the San Gabriel Valley Council of Governments, in a form approved by the City Attorney;
2. Authorize the Acting City Manager to negotiate and execute related documents; and
3. Adopt the following Resolution:

RESOLUTION NO. 2026-06 – 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 (SGV COG - MEASURE A)

BACKGROUND:

In November 2024, Los Angeles County voters approved Measure A, a countywide ½ cent sales tax that replaces Measure H. Measure A is expected to generate over $1 billion annually to maintain existing homeless housing and services to support people currently experiencing homelessness in finding permanent solutions and expanding efforts to prevent homelessness in LA County.

Measure A requires at least 15% (or approximately $96.3 million) of the Comprehensive Homelessness Services funds to be allocated to the Local Solutions Fund (LSF) to support cities, Council of Governments, and unincorporated areas. The LSF distribution will use a formula based on the point-in-time count required by the United States Department of Housing and Urban Development and/or similar measures of people experiencing homelessness, as the Los Angeles County Board of Supervisors determines (LACoBOS).

Based on the formula approved by the LACoBOS, the City of West Covina will receive approximately $338,802 in FY 2025-26. The City will be a subrecipient of the funds through the County's contract with the San Gabriel Valley Council of Governments (SGVCOG), which would be responsible for complying with all the terms and conditions of Measure including reporting and progress on meeting metrics. The Memorandum of Agreement (MOA) sets forth use and reporting obligations for the City as a recipient of the subrecipient funding.

DISCUSSION:

The City of West Covina has opted to receive an LSF allocation as a subrecipient to utilize for the purposes set forth in Measure A within its jurisdiction rather than participate with the SGVCOG on a regional basis. The SGVCOG has reviewed the City's proposal on the use of funds and agreed that City may be a subrecipient of the LSF.

The funds will support providing Interim Housing for Persons Experiencing Homelessness (PEH) through a motel voucher program and beds provided through the Los Angeles Center for Alcohol and Drug Abuse (LA CADA). Funding will also support LA CADA's operation and administration of the existing program that provides Case Management and Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI).

On April 4, 2024, the City Council approved extending the contract term with LA CADA for four years. LA CADA provides case management and supportive services, with the goal of stabilizing participants and moving PEH into permanent housing.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

The total allocation for FY 2025-26 from the LA County Measure A – Local Solutions Fund is $338,802. The attached Budget Amendment allocates these funds. Measure A funding is paid out on a reimbursement basis.

Attachments

Attachment No. 1 - MOA with SGVCOG

Attachment No. 2 - Resolution No. 2026-06

CITY COUNCIL GOALS & OBJECTIVES: Address Homeless Issues
Maintain Good Intergovernmental Relations

ATTACHMENT NO. 1

MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF WEST COVINA FOR DISTRIBUTION AND USE OF MEASURE A LOCAL SOLUTIONS FUNDS

This Memorandum of Agreement ("MOA") is made as of this 20th, day of January, 2026 by and between the City of West Covina, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. In November of 2024 the voters in Los Angeles County ("County") approved an ordinance imposing a half-cent sales tax on all sales of tangible personal property sold within the County (hereafter, "Measure A"), the primary purpose of which is to address homelessness within the County.

B. The tax will be collected by the County Auditor-Controller and pursuant to Measure A 60% of the proceeds are to be distributed by the County Auditor-Controller to the County.

C. As further set forth in Measure A, at least 15% of the 60% Measure A proceeds received by the County are allocated for the Local Solutions Fund ("LSF").

D. Under Measure A, the proceeds allocated to LSF are to be distributed to, as determined by the County, to cities or council of governments. Of the 31 SGVCOG member cities, seven cities will have direct agreements with the County for an allocation of LSF, while the LSF allocation for the remaining 26 cities is pursuant to an agreement between the SGVCOG and the County, which agreement was entered into on August 28, 2025 ("County LSF Agreement").

E. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies and intends to use its LSF allocation to address homelessness on a regional basis within its jurisdiction.

F. Rather than participate with the SGVCOG in addressing homelessness on a regional basis from a LSF funding standpoint, the City has notified the SGVCOG of its preference to receive an LSF allocation as a sub-recipient to utilize for the purposes set forth in Measure A within its jurisdiction and the SGVCOG has agreed that City may be a sub-recipient of the LSF.

G. The City has been awarded Three Hundred Thirty-Eight Thousand Eight Hundred Two Dollars ($338,802) (the "Subrecipient Funding") for the 2025-26 Fiscal Year.

H. The City acknowledges that the SGVCOG is ultimately responsible, as between itself and the County, for documenting that the Subrecipient Funding was expended in compliance with the terms and conditions of the County LSF Agreement and as a result recognizes that City's failure to expend funds in accordance with the County LSF Agreement or this MOA or provide timely documentation to the SGVCOG as set forth in this MOA could harm the SGVCOG's reputation and result in financial assessments against the SGVCOG and as such, the City represents that it will undertake with all due diligence the fulfillment of its obligations under this MOA

I. City and SGVCOG desire to set forth the terms of their respective responsibilities in implementing in this MOA. The recitals are made a substantive part of this MOA and the Parties further agree as follows:

I. TERM:

The term of this MOA shall commence on the date set forth above and shall continue until the City has met all of its reporting obligations and returned to the SGVCOG any portion of the Subrecipient Funding that might be required under this MOA, unless terminated earlier as provided herein. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG shall:

1. Designate a point-of-contact with name, title, and contact information who will serve as the SGVCOG's project manager throughout the Project. If the point-of-contact is reassigned or no longer with the SGVCOG, a new point-of-contact will be designated within seven (7) calendar days.
2. Serve as the administrator of the LSF allocated to the SGVCOG.
3. As between the County and the SGVCOG, be responsible for all reporting to the County of the City's use of the Subrecipient Funding as required by the County LSF Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and made a part of this MOA.
4. Reimburse the Subrecipient Funding to City in an amount up to Three Hundred Thirty-Eight Thousand Eight Hundred Two Dollars ($338,802) in accordance with the Project Budget attached hereto as Exhibit "C" and incorporated herein by reference.
5. Review City reports, documents, expenditures, and other materials required of City pursuant to this MOA and the County LSF Agreement (collectively, the "City Documents") to ensure that such City Documents are sufficient for the SGVCOG to meet its reporting obligations under the County LSF Agreement and as otherwise required by this MOA.
6. Notify the City concerning any deficiencies in the City Documents and what additional information or corrections are needed.

B. City shall:

1. Designate a point-of-contact with name, title, and contact information who will serve as the City's project manager throughout the Project. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact will be designated within seven (7) calendar days.
2. Utilize the Subrecipient Funding only for expenditures directly related to the Scope of Services attached hereto as Exhibit "B" and incorporated herein by reference ("Scope of Services") and otherwise ensure that all expenditures meet all requirements of the County LSF Agreement and this MOA.
3. Be responsible for implementation of the Scope of Services, including, but not limited to retaining such consultants and contractors as necessary to complete the Scope of Services and obtaining from such consultants and contractors all information that may be needed to ensure the City Documents meet the requirements of this MOA.
4. Be solely responsible for paying any such consultants and contractors from the Subrecipient Funding or other City funds.
5. Participate in check-in calls and/or meetings with the SGVCOG and/or County as reasonably requested, and promptly respond to SGVCOG and/or County requests for information, Scope of Services status, and any deficiencies noted by the SGVCOG and/or the County in the City Documents. .
6. Timely provide to the SGVCOG all City Documents that are required under this MOA and otherwise to enable the SGVCOG to fulfill its reporting obligations under the County LSF Agreement with respect to the Subrecipient Funding. City agrees and acknowledges that the SGVCOG will primarily be relying on the City Documents with respect to the SGVCOG's reporting obligations under the County LSF Agreement with respect to the Subrecipient Funding. To the extent that the County determines there any deficiencies in such SGVCOG's reporting obligations that arise in whole or part from City Documents containing errors, misrepresentations, omissions or any other deficiencies, City shall promptly correct such deficiencies upon notice from the SGVCOG, but in no event in less than five (5) business days from the date of the SGVCOG's notification to the City of such errors or omissions.
7. Provide quarterly reports in a form acceptable to the SGVCOG that includes, but is not limited to, information describing the implementation of the Scope of Services and expenditures related to such work and all other information required by the SGVCOG to meet its reporting obligations under the County LSF Agreement. The City acknowledges that under the County LSF Agreement the SGVCOG is required to submit quarterly reports by the 30th day of October of 2025, and January, April, and July of 2026 and that such quarterly reports must contain information regarding the City's use of the Subrecipient Funding. As a result, the City's quarterly reports shall be due by the 15th of October of 2025, and January, April and July of 2026.
8. Provide an annual report by August 1, 2026, containing all the information required by the SGVCOG to fulfill its annual reporting obligations under the County LSF Agreement, including but not limited to, an accounting

evidencing whether the City spent 70% by June 15, 2026, of the Subrecipient Funding during fiscal year 2025-26. The City acknowledges that under the County LSF Agreement the SGVCOG is required to submit its annual report on October 1, 2026 and that such annual report must contain information regarding the City's use of the Subrecipient Funding. As a result, the City's annual report shall be submitted to the SGVCOG by August 1, 2026.

9. Expend 50% of Subrecipient Funding by April 1, 2026. If City is unable to expend 50% of Subrecipient Funding, City must submit a written plan for how it will expend 70% of Subrecipient Funding by June 15, 2026. The City acknowledges that under the County LSF Agreement, effective October 1, 2027, if the SGVCOG has unexpended funds equaling 30% or more of its allocated proceeds from the Local Solutions Fund in two consecutive annual reports, the excess amount exceeding the 30% threshold will be returned to the County LSF. As a result, the City shall ensure that its expenditures meet that target. If the City fails to meet this target, the SGVCOG, in accordance with this MOA and the County LSF Agreement, the amount of Subrecipient Funding exceeding the 30% threshold will be reallocated and transferred to regional programs.
10. Submit requests to amend Exhibit C to the SGVCOG as soon as possible and no later than April 1, 2026. The City acknowledges that under the County LSF Agreement, the SGVCOG is required to submit budget amendment requests to the County for County approval. SGVCOG cannot guarantee that such modifications will be approved by the County.
11. At all times be a member of the SGVCOG in good standing (meaning current with dues owed as a SGVCOG member agency and not suspended) throughout the term of this MOA. Should City provided notice of withdrawal from the SGVCOG pursuant to the Joint Powers Agreement forming the SGVCOG, the SGVCOG may, in its discretion, terminate this Agreement upon written notice.

III. INVOICING

A. City must submit invoices on a monthly basis, no later than the fifteenth (15th) day of each month, evidencing all eligible costs and expenses incurred. City must provide all necessary documentation, including but not limited to invoices and deliverables, as support for the invoice. The invoice must include all work completed during the previous month. City's final invoice shall be submitted within thirty (30) days of the end of the MOA term.

B. If City does not timely submit invoices, then at the SGVCOG's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the City, for which City has no claim whatsoever against the SGVCOG.

C. City shall be liable and solely responsible for repayment to SGVCOG of any Project reimbursement requests denied by the County pursuant to Section VIII.C. of the County LSF Agreement resulting solely from City's failure to timely submit invoices to SGVCOG in accordance with this MOA.

D. City must submit reports, consistent with a format approved by the SGVCOG, by the 15th of the month detailing outcomes during the service period.

IV. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager:

Samantha Piedra
Senior Management Analyst
(626) 373-2484
spiedra@sgvcog.org

2. For the purposes of this MOA, the City designates the following individual as its representative:

Kelly McDonald
Assistant to the City Manager
(626) 939-8498
kmcdonald@westcovina.org

Either Party may change the designations set forth herein upon written notice to the other Party that includes all the information for the representative required by this Section IV.

IV. DEFAULT; REMEDIES:

A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily.

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity. Notwithstanding the foregoing, the SGVCOG is under no obligation to provide the City with the opportunity to cure a default which has resulted in the City not being a member in good standing as set forth in Section II.B.10 above.

V. INDEMNIFICATION:

A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (collectively, the "SGVCOG Indemnitees"), at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against the SGVCOG Indemnitees arising out of or relating to the acts or omissions of City in connection with this MOA, including, but not limited to, penalties, fines, or demands for reimbursement of LHF proceeds that are caused by or related to the City's errors, misrepresentations, omissions, or other deficiencies in the City Documents, including not timely provide reports within the time provided in this MOA.

B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the negligent or willful acts of the SGVCOG in connection with this MOA.

C. To the extent allowed by State law, City shall require that any consultants it retains to perform Scope of Services, defend and indemnify the SGVCOG Indemnitees from and against any and all Claims brought against the SGVCOG Indemnitees arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Services, in the agreement between the consultant and the City and to name the SGVCOG Indemnitees as an additional insured.

D. The indemnity obligations stated in this section shall survive termination of this MOA.

VI. TERMINATION

A. This MOA may be terminated by the SGVCOG at any time that the City is no longer a SGVCOG member in good standing as set forth in Section II.B.10 above or has given the SGVOCG notice of withdrawal from the SGVCOG. Termination will occur the later of the date set forth in the notice or three calendar days (Sundays excluded) from the date the SGVCOG's notice of termination is deposited in the U.S. Mail, postage pre-paid, at the address provided in this MOA for notices or such new replacement address that the City provides in writing to the SGVCOG. In addition to the delivery by U.S. Mail, notices may also be sent by electronic mail As of the effective date of any such termination the City shall no longer be eligible to expend its Subrecipient Funding and shall immediately cease implementation of the Scope of Services and not further expend any Subrecipient Funding funds except those which are reasonably and necessarily incurred up to the effective date of termination and expended in accordance

with this MOA. The City shall return all unexpended proceeds from the Subrecipient Funding with 15 calendar days of the effective date of the SGVCOG's notice of termination and provide for an accounting of such funds to the reasonable satisfaction of the SGVCOG. Funds not returned within that time shall accrue interest at the rate of 10% per annum. The City's return of unexpended proceeds shall not relieve it of any obligations it might otherwise have to return any portion of the Subrecipient Funding that might be required of the SGVCOG under the County LSF MOA and/or because it is later determined that the City's expenditures were otherwise not in compliance with this MOA.

B. This MOA may be terminated for cause at any time for a material default by either Party upon written notice to the other Party. Prior to such termination, the non-defaulting Party shall notify the defaulting Party of the action or non-action constituting the material default. The defaulting Party shall have 10 business days in which to cure the default. If the default cannot be reasonably cured within 10 business days, the defaulting Party shall commence the cure within the 10 business days and work promptly to cure the default within in a reasonable time, but in no event, more than 30 calendar days. If not cured to the reasonable satisfaction of the non-defaulting Party issuing the written notice within such time periods, the non-defaulting Party shall provide notice of the failure to cure to the defaulting Party and the MOA shall terminate three calendar days after the date the notice is deposited in the U.S. Mail, unless otherwise stated at a later time in the written notice.

VII. INSURANCE:

A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VIII. BOOKS AND RECORDS/RIGHT TO AUDIT

A. Maintenance of Books and Records. City shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures, and disbursements charged to SGVCOG pursuant to this MOA (collectively, "Books and Records"). All such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by City pursuant to this MOA. All such documents or records shall be maintained for three (3) years from the date of execution of this MOA and to the extent required by laws relating to audits of SGVCOG and its expenditures and the County LSF Agreement.

B Right to Audit. The SGVCOG and/or the County shall have the right to examine and audit all of City's Books and Records to determine compliance with the terms

of this MOA, verify performance and determine the validity of City's expenditures. City shall reasonably cooperate with the SGVCOG and/or the County in its examination and auditing and make such Books and Records, available to the SGVCOG or the County within five business days of SGVCOG's or County's written request during City's normal business hours. The SGVCOG and/or the County shall pay for the cost of the audit; provided that in the event the audit determines that during the period audited that any City expenditures of 3% or more were invalid, then City shall be liable to the SGVCOG for the reasonable costs of its audit. To the extent the audit disallows any expenditures paid from the Subrecipient Funding, City shall reimburse the SGVCOG with 30 days of SGVCOG's written demand for such amount and if applicable, the cost of the audit. In the alternative, the SGVCOG may, in its discretion, withhold the amount of the disallowed expenditure and the cost of the audit from any future LSF funds allocated to the City. Should City fail to reimburse the SGVCOG within 30 days of SGVCOG's written demand, interest shall accrue on the amount owed at the rate of 10 percent per month or the maximum amount allowable by law, whichever is less, until fully paid.

IX. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:
Samantha Piedra
Senior Management Analyst
San Gabriel Valley Council of Governments
1333 S. Mayflower, Suite 360
Monrovia, CA 91016
spiedra@sgvcog.org

with a copy to:
Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1333 S. Mayflower, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

To City:
Kelly McDonald
Assistant to the City Manager
1444 W. Garvey Ave.
West Covina, CA 91790
Kmcdonald@westcovina.org

with a copy to:
Milan Mrakich
City Manager

1444 W. Garvey Ave.
West Covina, CA 91790
mmrakich @westcovina.org

B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

C. Entire MOA. This MOA and any exhibits attached hereto, constitute the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. Except for changes in the designation of representatives and the address for notices, this MOA may be modified only by way of a written amendment and signed by the Parties in interest at the time of such modification. To the extent there is any conflict between this MOA and the County LSF Agreement then the County LSF Agreement shall control.

D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law 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 MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this MOA, each Party shall bear its own costs and expenses, including attorneys' fees; provided that if the SGVCOG institutes litigation to recover any amounts owed to it by the City, the prevailing Party in any such action as determined by a court of competent jurisdiction or binding arbitration, should the Parties submit to same, shall be entitled to all reasonable costs and expenses, including attorneys' fees.

F. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.

G. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.

H. Headings. The section headings contained in this MOA are for convenience and

identification only and shall not be deemed to limit or define the contents to which they relate.

I. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.

J. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

K. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.

L. Nondiscrimination. Neither Party shall discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this MOA and will comply with all rules and regulations of the SGVCOG and/or County relating thereto. Such nondiscrimination shall include, but not be limited to, the following: employment; upgrading; demotion; transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

M. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

N. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

[**signatures on following page**]

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed to be effective as of the day and year first above written.

FOR THE CITY OF WEST COVINA

Approved as to form:

By: _____
Milian Mrakich
Acting City Manager

By: _____
Thomas Duarte
City Attorney

FOR THE SGVCOG

Approved as to form:

By: _____
Marisa Creter
Chief Executive Officer

_____
Cassie Trapesonian
General Counsel

Exhibit A

County LSF Agreement

Exhibit B

Scope of Services

1B: Eligible Use	**Interim Housing for Persons Experiencing Homelessness (PEH)**
Project	**Interim Housing – Motel Vouchers Program**
Project Description	The funds will support SGVCOG's Motel Vouchers Program provided for the City, which will administer a motel voucher program to temporarily house individuals and families experiencing homelessness. The Program will offer interim housing stays to address urgent situations, including the bridge time period before moving into permanent housing, extreme weather conditions, fleeing domestic violence, and other emergencies. Case managers will work with each client to connect them to supportive services. The City may subcontract with a service provider to administer the program. Case managers will have access to these resources.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of Persons Experiencing Homelessness (PEH)/Households housed in interim housing with motel vouchers • PS-TO: 100 unduplicated PEH
	PS-KPI: Number of PEH/Households placed into permanent housing within three months of receiving a motel voucher • PS-TO: 60 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.
1C: Eligible Use	**Interim Housing for PEH**
Project	**Interim Housing – LA CADA Beds**
Project Description	The funds will support SGVCOG's sub agreement with the City of West Covina to provide eight (8) interim housing beds operated by LA CADA. This project is designed to serve as a direct pathway to permanent housing for people moving from encampments to interim housing. The beds, located at sites located throughout the San Gabriel Valley and Los Angeles County. Through its agreement with West Covina, LA CADA guarantees permanent access to these eight beds within the LA CADA continuum of care. LA CADA will assess clients prior to the interim housing stay, and, once a client is housed in a LA CADA interim bed, LA CADA staff will link clients to other supportive services and case management with an emphasis on housing focused case management. LA CADA will communicate program operational standards and will utilize the beds in alignment with those standards.
Project Specific Key Performance	PS-KPI: Number of PEH provided interim housing • PS-TO: 40 unduplicated PEH

Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH placed into permanent housing • 8 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.
2B: Eligible Use	**Case Management and Outreach Services**
Project	**Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina**
Project Description	The funds will support SGVCOG subagreement with the city of West Covina, which will enter into its own subcontract and provide partial funding to LA CADA to deliver case management and outreach services for PEH, with a focus on individuals with SUD or SMI. The LA CADA team, partially funded by this program, will consist of a Program Manager, Program Coordinator, Navigator/Case Manager, and Housing Specialist, and will have access to various housing resources, including those funded by Measure A and other sources. Services will consist of outreach, medication, therapy, peer-to-peer support, case management, health screening, group counseling, dual diagnosis treatment groups, and housing placement for PEH not yet enrolled in specialty mental health services that are Medi-Cal billable.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental, including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance	PS-KPI: Number of PEH connected to outpatient/inpatient services • PS-TO: 8 unduplicated PEH

Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing • PS-TO: 1 unduplicated PEH placement
Measure A Goals and Target Metric	Alignment with Measure A Goal #2: Reduce the number of people with mental illness and or substance use disorders who experience homelessness.
	Target Metric 2c: Reduce by 10 percent the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in fiscal year 2023-24 to a target of 18,401 in 2030.
Project 4D	**Admin Costs: Case Management and Outreach Services – West Covina**
Project Description	The funds will support West Covina's Project 2B by covering operational expenses for LA CADA, including office expenses, maintenance, insurance, facility costs, utilities, telephone, van lease/gas, and indirect costs.

Implementation of the above-listed programs must align with best practices for the operation of the respective programs.

City must submit reports and materials to the SGVCOG documenting the implementation of the Project, in alignment with the Project Description above and non-congregate interim housing best practices, and the Project Specific Key Performance Indicators and Target Outcomes outlined above, in a format approved by the SGVCOG. Reports must be submitted in alignment with Section II.B.7 and Section II.B.8 of this MOA.

Exhibit C

Project Budget

The Subrecipient Funding is Three Hundred Thirty-Eight Thousand Eight Hundred Two Dollars ($338,802), allocated as shown in Table 1 below.

Table 1. Budget

Project No.	Project Description	Project Amount
1B	Interim Housing – Motel Vouchers Program	$50,000
1C	Interim Housing – LA CADA Beds (8 interim housing beds)	$50,000
2B	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina (includes partial funding for a program manager, program coordinator, case manager, and housing specialist)	$170,708
4D	Admin Costs: Case Management and Outreach Services – West Covina (supports Project 2B by covering operational expenses for LA CADA)	$68,094
	TOTAL	$338,802

Funding shall be disbursed on a reimbursement basis.

Invoices shall be submitted monthly with supportive documentation attached.

ATTACHMENT NO. 2

RESOLUTION NO. 2026-06

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 (SGV COG – MEASURE A)

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 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. 2026-14, 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 3rd day of February, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-06 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-14

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 236 – Measure A			
Revenue	0	338,802	338,802
Expenditures	0	338,802	338,802
Net Change in Fund Balance	**0**	**0**	**0**
REVENUE TOTAL INCREASE		**338,802**	**0**
EXPENDITURE TOTAL INCREASE		**338,802**	**0**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF WEST COVINA COMMERCIAL FACADE IMPROVEMENT GRANT PROGRAM**

RECOMMENDATION:

It is recommended that the City Council approve the proposed guidelines for the City of West Covina Commercial Facade Improvement Grant Program.

BACKGROUND:

The City of West Covina's economic development efforts support business attraction, business retention and expansion, job creation, increased tax revenues, and overall economic vitality.

To advance these goals, staff proposes the introduction of the Commercial Facade Improvement Grant Program, intended to help revitalize commercial districts by providing exterior improvement assistance to local businesses. The program will support businesses located within disadvantaged and low- to moderate-income CDBG-eligible areas and will help them attract customers, improve visibility, and enhance their storefronts. Eligible businesses may receive a reimbursement grant of up to $10,000 upon documentation of eligibility, location, and approved improvements.

DISCUSSION:

On July 15, 2025, the City Council adopted the FY 2025–2029 CDBG Consolidated Plan, which establishes priorities for the use of Community Development Block Grant (CDBG) funds over a five-year period. Economic development activities were designated as a High Priority category eligible for CDBG funding. For FY 2025–2026, the City received $819,862 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). Of this allocation, $100,000 was approved for the Commercial Facade Improvement Program.

The following are guidelines that will be imposed on businesses seeking financial assistance from the City. Applications will be evaluated based on the following criteria:

Criteria	Points (Out of 100)
Matching Funds Applicants that demonstrate a willingness to maximize the impact of funding and validate a community investment by leveraging grant funds to incentivize broad support and demonstrate resource mobilization. Grant funds that are matched with an equal or predetermined amount in cash, will be scored based on the portion of total project costs funded by matched funds.	35
Impact Projects that boost neighborhood vitality and enhance the area's overall look and feel, including improvements that attract customers and those that apply in coordination with neighboring businesses.	25
Capacity Applicants who show readiness and reliability, such as having a complete application, financial stability, project management capability, timely completion, long-term maintenance, and strong collaboration with City partners.	20
Need Demonstrated the need for storefront upgrades that will meaningfully improve the business and surrounding area.	15
Vision Designs that comply with program guidelines, are attractive, cohesive, durable, and elevate the storefront's appearance.	5

Community and Economic Development staff will begin accepting applications in April 2026 and will keep the application period open for two months, closing in May 2026. After the application window closes, staff will review all submissions and evaluate them using the established criteria, scoring each criterion on a scale from 1 (low) to 10 (high). Applications that earn a total score of 80 points or higher will qualify for a grant. If more than ten applications receive qualifying scores, the grants will be awarded to the highest-scoring applicants. All applicants will be notified within four weeks of their submission regarding whether their project has been approved.

Business owners who meet all the following criteria at the time of application submission are eligible to receive a $10,000 reimbursement grant:

- Commercial business must be in a CDBG-census tract
- Commercial business must hold an active West Covina business license
- Commercial business must operate a street-level storefront on Azusa Ave.
- Commercial business must have a SAM.gov clearance
- Commercial business must have a record of good standing with the California Secretary of State
- Commercial business must own the property where the business takes place or have a lease in place that covers no less than 3 years after construction completion.
- Business owners who are awarded a facade improvement grant will be able to use the funding towards the following eligible improvements:

- Exterior Signs (new or replacement)
- Painting or exterior surface treatment (murals, stucco, tile, stone, or brick replacement)
- New or replacement of exterior doors
- Outdoor lighting (must be affixed)
- Installation or replacement of decorative or security fencing
- Replacement of plate glass windows; re-glazing of windows or change of windows
- Window art and merchandising supplies/equipment including vinyl decals and graphics

The program will operate on a reimbursement basis. Grantees must obtain pre-approval from the City for all proposed upgrades, complete the approved work, and subsequently submit a request for

reimbursement upon project completion.

Repairs will not be eligible for reimbursement. When applying, applicants will need to indicate whether the proposed work involves a replacement or a new installation. Proposed scopes of work will need to be completed as part of the application and will need to receive design and eligibility pre-approval from City staff. No improvements may commence prior to the completion of the Environmental Review, as required under federal regulations. Any work initiated before the Environmental Review is finalized will be deemed ineligible for reimbursement. Once the scope of work is approved and the Environmental Review is completed, applicants will be required to sign a grant agreement. Work may only begin after the agreement has been fully executed by all parties.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report and the Commercial Facade Improvement Grant Program Guidelines.

OPTIONS:

The City Council has the following options:

1. Approve staff’s recommendation; or
2. Provide alternative directions.

Prepared by: Gerardo Rojas, Economic Development Project Coordinator
Additional Approval: Donyea Adams, Economic Development & Housing Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

CDBG Funds will be utilized for the West Covina Commercial Façade Improvement Program. Impact to the CDBG funds will be based on the approved projects, however, will not impact funding for other CDBG programs/services. There will be no impact to the City's General Fund.

Attachments

Attachment No. 1 - West Covina Commercial Facade Improvement Program Guidelines

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities

City of West Covina
Commercial Facade Improvement Program
Grant Program Guidelines

Program Overview

The City of West Covina's Commercial Facade Improvement Program helps businesses enhance their storefronts through exterior upgrades and renovations. The purpose of this program is to prevent blight and deterioration of commercial buildings in West Covina and to support businesses in disadvantaged and low- to moderate-income areas to attract customers and boost sales. Eligible businesses may receive up to $10,000 in grant funding. Applicants must provide documentation confirming eligibility, location of their business, and proposed improvements.

Eligibility

Eligible business owners must meet all the following criteria at the time of application submission:

- Operate a for-profit business located in a CDBG census tract within West Covina
- Hold an active West Covina business license
- The business fronts on Azuza Ave. and operates a street-level storefront. Second level businesses will not be considered
- Business owner is legally authorized to work and operate in the U.S.
- Have an active and valid registration with the U.S. Government's System for Award Management (SAM.gov)
- Have a record of good standing with the California Secretary of State
- Own the property where the business takes place or have a lease in place with a term that ends no earlier than 3 years after the scheduled completion of construction

- If an applicant is a tenant, they must obtain written authorization from the property owner before applying
- Property taxes, utility fees, and transient occupancy taxes (if applicable) must be current
- The business owner and subject property must not have any liens or be subject to legal judgments which would prohibit the funds from being used for the intended purposes of this program

Ineligible Businesses Include:

- Adult entertainment establishments, cannabis-related businesses, liquor stores, gambling establishments, pawn shops, check cashing businesses, and other businesses inconsistent with the program's objectives.
- Churches, schools, colleges, universities, government buildings and nonprofit offices.

Eligible Use of Funds

- Exterior signs (new or replacement)
- Painting or exterior surface treatment (murals, stucco, tile, stone, or brick replacement)
- New or replacement of exterior doors
- Outdoor lighting (must be affixed)
- Installation or replacement of decorative or security fencing
- Replacement of plate glass windows; re-glazing of windows or change of windows
- Window art and merchandising supplies/equipment including vinyl decals and graphics

The City may also consider additional improvements not listed on a case-by-case basis.

Ineligible Use of Funds

In addition to activities ineligible for CDBG funding as outlined in 24 CFR Part 570, funds may not be used to:

- Reimburse expenses incurred prior to the grant award, including work commenced before pre-approval or environmental review
- Payoff non-business debt such as credit cards for purchases not associated with the business
- Pay for general business expenses, personal expenses, or to support other businesses in which the owner may have an interest
- Direct financing to political activities or the paying of taxes and fines
- Purchase interior improvements, equipment or furniture
- Conduct routine repairs or maintenance; only new or replacement improvements qualify

Selection Criteria

Applications will be evaluated on a 100-point scale. The following provides a summary of the criteria used for evaluations. The City reserves the right to decide whether to fund or decline funding to any applicant regardless of the number of points awarded, subject to the availability of funds and compliance with applicable regulations.

- Matching Funds (35 pts): Applicants that demonstrate a willingness to maximize the impact of funding and validate a community investment by leveraging grant funds to incentivize broad support and demonstrate resource mobilization. Grant funds that are matched with an equal or predetermined amount in cash will be scored based on the portion of total project costs funded by matched funds. For example, if an applicant indicates that they will contribute $5,000 toward their improvements, they will receive 50% of the points available in this category, or 17.5 points. If an applicant indicates that they will contribute $10,000 toward their improvements, they will receive 100% of the points available in this category, or 35 points.
- Impact (25 pts): Projects that boost neighborhood vitality and enhance the area's overall look and feel, including improvements that attract customers, and those that apply in coordination with neighboring businesses.
- Capacity (20 pts): Applicants who show readiness and reliability, such as having a complete application, financial stability, project management capability, timely completion, long-term maintenance, and strong collaboration with City partners.
- Need (15 pts): Applicants who have demonstrated a need for storefront upgrades that will meaningfully improve the business and surrounding area.
- Vision (5 pts): Designs that comply with program guidelines, are attractive, cohesive, durable, and elevate the storefront's appearance.

Important Information

- Reimbursement Grant: This program and its funding are reimbursement-based. After being selected for the grant, grantees must complete the approved work using their own funds, and then request reimbursement after the work is finished.
- Recordkeeping and Reporting: The City of West Covina is required to maintain a file for each grantee which will include, at a minimum, proof of paid invoices, demographic information (including race and ethnicity), and other documentation required to verify eligibility under the Community Development Block Grant (CDBG) program. Grantees will be required to comply with all reasonable requests for information and documentation as necessary for the City to maintain its required files.
- Application Submission Requirements: When submitting your application, clearly indicate whether your proposed work involves a replacement or a new installation. Repairs are not eligible expenses.
- Scope of Work Approval: All proposed scopes of work must be pre-approved by City staff for design and eligibility. You may not begin work until the scope and design is approved, the environmental review is completed, and the grant agreement is executed. You will receive written confirmation when your proposed scope has been pre-approved.

- Environmental Review Requirement: Do not begin any improvements before your environmental review is complete. This is a federal funding requirement. Work started prior to completion of the environmental review will not be eligible for reimbursement.
- Grant Agreement Execution: After your scope of work is approved and your environmental review is complete, you will be asked to sign a grant agreement. Work may only begin after the agreement has been fully executed by all parties. Work started prior to execution of the agreement will not be eligible for reimbursement.

Tentative Timeline

- Grant Application Opens: April 2026
- Grant Application Closes: May 2026
- Grantee Selection: July 2026
- Pre-Approval Environmental Review: Approximately 30 days to complete
- Grantee Notified of Grant Award – Grant Agreement Executed: August 2026
- Upgrades/Improvements Period: August - September 2026
- Reimbursement Period: October – November 2026

The tentative dates are not intended to identify the actual dates of performance. These dates are based on the anticipated timeline for administering the application processing, application approval, construction period, and project reimbursement and closeout. The City may update the timeline prior to the issuance of the Grant Application.

Application

- Applicants are expected to review these guidelines and all eligibility requirements before applying.
- Applicants must provide all required supporting documentation when applying.
- The application requires “before” photos, which must be clear, high-quality images. Images should accurately reflect the current storefront condition.

Application Review and Notification

- Applicants will be notified within approximately 60 days of the scoring result, ranking, and if their project will be funded.
- Applications will be evaluated by the City’s Economic Development staff based on the program criteria outlined in these guidelines.

Pre-Approval and Environmental Review

- The environmental review must be completed by the City’s Economic Development staff before any work commences. Any work commenced before the environmental review is completed will not be eligible for reimbursement. Environmental review is expected to take approximately 30 days to complete.
- Once the environmental review is complete, the City’s Economic Development and Housing Manager will notify the grantee of the grant award and provide the grantee with the grant agreement that must be executed before work commences.

Grant Agreement and Project Deadline

- The City's Economic Development team may request a phone call or in-person site visit as part of the application review process. Grantees must respond promptly to all communications. Failure to do so may result in the grant application being rejected.
- Once the grant agreement is fully executed, the grantee may begin work.
- Grantees are expected to provide regular updates on progress during construction.
- All projects must be fully completed by the end of November 2026. No extensions will be granted following this date.

Invoices and Reimbursement

- Invoices and Receipts Required: Grantees must retain all receipts/invoices related to approved expenses.
- Proof of Payment: Grantees must submit documentation, such as a credit card or bank statements, showing payment to a contractor for the upgrades.
- Eligible Expenses Only: Expenses must match those listed in the executed grant agreement.
- Reimbursement: After receipts are submitted and approved, the City will issue a reimbursement check to the grantee.

Application Check List

Business is located in qualified CDBG-census tract in West Covina
Business fronts on Azuza Ave. and operates a street-level storefront
Valid West Covina business with an active City business license
Business owner is legally authorized to work and operate in the U.S.
Proof of property ownership or proof of written authorization from property owner and of lease in place through May 2029
Proof of record of good standing with the California Secretary of State
Confirm SAM.gov clearance
Proposed improvements meet the eligible use of funds
Bank statements to determine a business is in good financial standing

Requirements Once Grant is Approved

Signed agreement with the City of West Covina
Contractor selected by grantee is legally a registered business in California, in good standing, and will comply with all City of West Covina and State of California laws and regulations
Business owners must complete all the improvements before prior to requesting reimbursement
Business owners must complete all the improvements within the allocated time
Approved invoices and proof of payment must be retained and submitted to the City

Tips for Applicants and Grantees

1. Know who you're hiring: Before hiring someone to make your upgrades, check that they have a valid contractor's license and that their company is in good standing. The license number should be visible on their website, social media, business card, or proposal. Contractors should also have their license on hand. While the City cannot recommend or discourage specific contractors, it can provide introductions. You will be required to sign an agreement with the City of West Covina confirming that your chosen contractor meets all stated requirements.

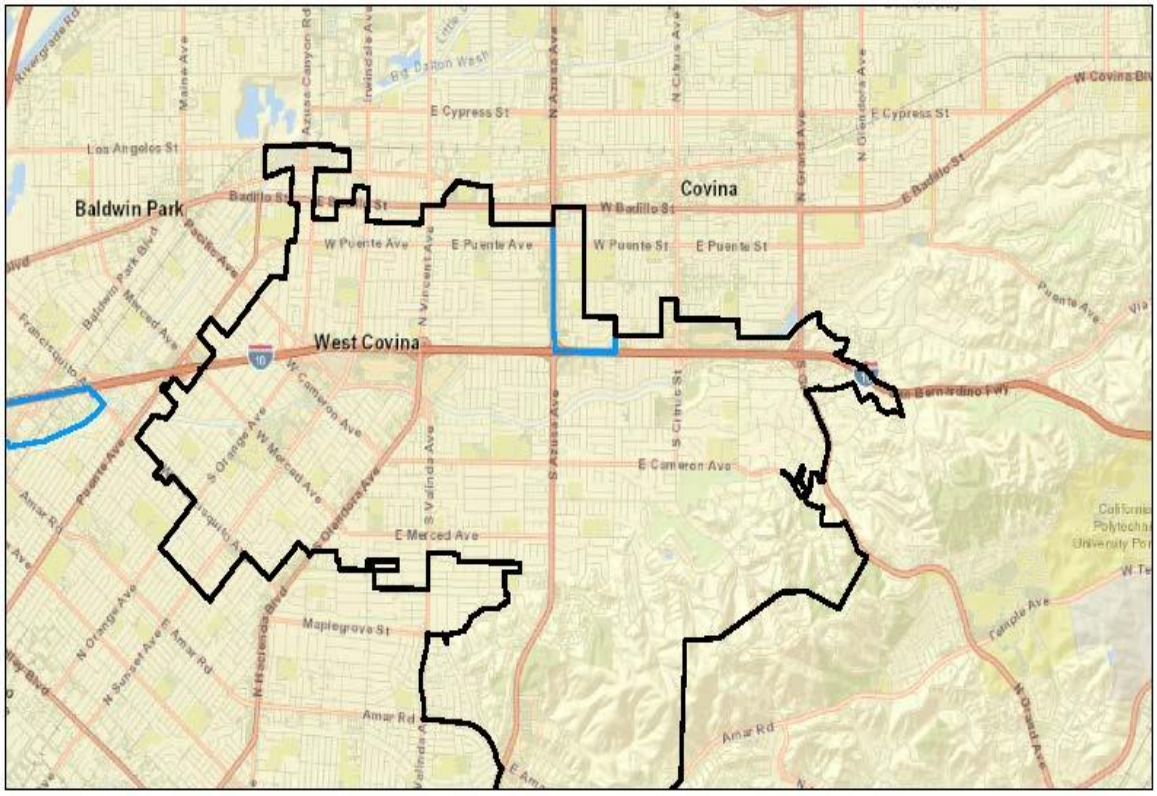
2. Choose quality materials: Use durable, high-quality materials to ensure your improvements last. For example, consider fire-retardant and powder-coated products for outdoor features, which resist weathering and corrosion.

3. Consider applying with your neighbor: Special consideration will be given to applications that reflect the shared aesthetic of the block. Projects that demonstrate collaboration among neighboring businesses to enhance the visual appeal and vibrancy of the area will be prioritized.

Commercial Development Block Grant Service Area

Eligible service areas will only include those in CDBG benefit service areas. Eligible tracks include Council District 2. The City's Economic Development team will confirm if your business is eligible to apply based on your business storefront location.

CDBG Benefit Service Area - Eligible Tracts/Block Groups



November 20, 2025

Override 1

Qualified Census Tracts

City of West Covina
Economic Development and Housing
Commercial Facade Improvement Program

1:65,576

0 0.45 0.9 1.8 mi

0 0.75 1.5 3 km

Sources, Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"**

RECOMMENDATION:

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

ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

BACKGROUND:

On December 16, 2025, the West Covina City Council reviewed the City's Rules of Decorum and directed staff to develop a City Council Code of Conduct to promote orderly, respectful, and effective governance. While the existing Rules of Decorum remain in effect, they primarily address conduct during City Council meetings and do not provide a comprehensive framework for addressing alleged misconduct occurring outside of meetings or over time.

At the City Council meeting of January 6, 2026, the Council was presented with proposed Ordinance No. 2537 establishing a City Council Code of Conduct. The proposed Code establishes governance-based standards of conduct and a structured process for receiving information, conducting administrative review, authorizing non-coercive investigation or advisory proceedings when appropriate, preserving records, and applying proportionate governance-based measures to protect the integrity and lawful functioning of City governance and operations.

The Code is adopted for governance and risk-management purposes only and does not create criminal, civil, or employment enforcement authority. On January 6, 2026, the City Council unanimously (5–0) introduced Ordinance No. 2537 for first reading.

DISCUSSION:

At the City Council meeting of January 6, 2026, the City Council introduced Ordinance No. 2537 and provided direction on minor amendments, which are reflected in the redlined version of Ordinance No. 2537 (Attachment No. 2). Accordingly, staff recommends that the City Council conduct the second reading and adopt Ordinance No. 2537. The ordinance will take effect on the 31st day following adoption, on or about March 6, 2026.

LEGAL REVIEW:

The ordinance was prepared by the City's outside employment counsel, Thomas M. O'Connell of Buchalter LLP. The City Attorney's Office has reviewed the ordinance and approved it as to form.

OPTIONS:

The City Council has the following options:
1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Ordinance No. 2537

Attachment No. 2 - Redline of Ordinance No. 2537

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

ATTACHMENT NO. 1

ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

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

WHEREAS, the City of West Covina is a general law city organized and operating under the laws of the State of California; and

WHEREAS, elected and appointed officials are entrusted with legislative authority and public responsibilities distinct from those applicable to City employees; and

WHEREAS, the City Council has previously adopted Standing Rules and Rules of Decorum governing the conduct of City Council meetings and the participation of members of the public; and

WHEREAS, the existing Rules of Decorum primarily address real-time conduct during City Council meetings and do not establish a comprehensive, codified framework for addressing alleged misconduct by elected and appointed officials occurring outside meetings or over time, nor do they provide structured procedures for review, investigation, preservation of records, or proportionate governance-based response; and

WHEREAS, on December 16, 2025, the City Council reviewed the City's Standing Rules and Rules of Decorum and provided direction to staff to develop a Code of Conduct to promote orderly, respectful, and effective governance; and

WHEREAS, the City Council has considered the need for a governance-based framework that identifies standards of conduct applicable to elected and appointed officials, establishes structured procedures for reporting, review, investigation, and preservation of records, and provides proportionate, non-employment governance-based responses, short of removal from office, designed to protect the lawful operation and safety of City governance; and

WHEREAS, the City Council recognizes that its authority to address alleged misconduct by elected and appointed officials is subject to constitutional, statutory, and legal limitations, including limitations on impeachment, removal, suspension (including suspension pending adjudication), recall, and criminal enforcement, and that general law cities may not create such authorities by local ordinance absent express enabling legislation or constitutional authority; and

WHEREAS, the City Council desires to codify a Code of Conduct that operates within these legal constraints, preserves constitutional rights, respects the elective nature

of public office, and does not create employment-based discipline or criminal or civil enforcement authority; and

WHEREAS, the City Council further desires to require written acknowledgement by elected and appointed officials confirming receipt of and responsibility to comply with the City Council Code of Conduct, in order to ensure notice, transparency, and consistent application of governance-based obligations; and

WHEREAS, the City Council has determined that adoption of a Code of Conduct within the West Covina Municipal Code is reasonably necessary to promote effective governance, reduce legal and operational risk, and maintain public confidence in City institutions; 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 of the City of West Covina hereby makes and adopts as its legislative findings the facts and conclusions set forth in the recitals of this Ordinance.

SECTION 2. Amendment to Chapter 2 of the West Covina Municipal Code. Chapter 2 of the West Covina Municipal Code is hereby amended to add a new Article XII, entitled "Code of Conduct," to read in its entirety as follows:

ARTICLE XII. - CODE OF CONDUCT

DIVISION 1 – GENERAL PROVISIONS

Sec. 2-700. - Purpose and scope.

(a) The city council adopts this article to promote sound city governance, protect the integrity of city operations, and reduce material adverse legal, financial, and operational risk to the city arising from alleged misconduct by the city's elected and appointed officials.

(b) Public agencies nationwide, including at the federal, state, and local levels, have increasingly adopted formal codes of conduct for elected and appointed officials in response to evolving legal standards, heightened public expectations, and increased reporting of conduct-related concerns affecting governmental operations. Such codes are intended to establish clear expectations and structured, transparent processes for addressing concerns involving elected and appointed officials in a manner consistent with applicable law and the nature of public office.

(c) While elected and appointed officials do not manage day-to-day city operations, misconduct occurring while acting in an official capacity or in connection with city business may materially affect city operations and interactions among persons and entities, and may create material adverse risk to city governance.

(d) This article is adopted for governance and material adverse risk-management purposes only. It is intended to establish clear standards and lawful procedures for addressing alleged misconduct by elected and appointed officials and to authorize measured, proportionate governance-based measures designed to protect the city and city governance from material adverse risk.

(e) Nothing in this article is intended to punish lawful political expression, alter the elective nature of public office, interfere with the good-faith exercise of legislative discretion, establish criminal, civil, or quasi-judicial enforcement authority, replace or supersede enforcement authority conferred by state or federal law, or require the City to make findings regarding criminal liability or civil fault.

Sec. 2-701. - Definitions.

For purposes of this article, the following terms shall have the meanings set forth below:

“City business” means any matter relating to the operations, functions, services, policies, contracts, proceedings, or official activities of the city.

“City governance” means the legislative, policy-making, oversight, and decision-making functions of the city council, including participation in city council meetings, committees, appointments, and interactions undertaken in an official or representative capacity.

“City operations” means the administrative, managerial, and operational activities of the city undertaken to implement, execute, or carry out city policies, programs, services, contracts, proceedings, and decisions, including the day-to-day functions performed by city officers, employees, contractors, and agents in support of city governance.

“Communications” means any oral, written, electronic, visual, or digital transmission or dissemination of information, ideas, instructions, or messages, regardless of form or medium, including correspondence, emails, text messages, instant messages, direct messages, social media posts, comments, replies, reactions, shared content, livestreams, stories, voicemails, video messages, memoranda, notes, and any associated metadata.

“Documents” means all writings and recorded information, whether tangible or intangible, regardless of form or medium, including paper, electronic, digital, audio, visual, or data-based materials. Documents include letters, memoranda, notes, reports, drafts, photographs, recordings, spreadsheets, presentations, calendars, logs, databases, electronically stored information, metadata, and versions thereof. Documents also include

content generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants, including prompts, queries, responses, outputs, drafts, summaries, or analyses, to the extent such content relates to city business or city governance.

“Entities” means any organization, body, association, business, governmental unit, agency, board, commission, partnership, corporation, nonprofit organization, or other collective or institutional body, whether public or private.

“Governance-based measures” means non-employment actions authorized by this article that are intended to protect city governance, city operations, and city personnel, and that regulate the exercise of office rather than the holding of office. Governance-based measures may include limitations on participation in specified proceedings, removal from committee or liaison assignments, training or educational requirements, communication or contact parameters, or other lawful measures short of removal from office.

“Misconduct” means conduct by an elected or appointed official that relates to city business or city governance and that violates the standards of conduct set forth in this article.

“Official capacity” means actions taken by an elected or appointed official while performing official functions, acting in a representative role, exercising the authority or influence of office, or purporting to act on behalf of the city.

“Persons” means any individual, including city officials, city employees, appointed officials, contractors, consultants, volunteers, members of the public, or other natural persons.

“Personal gain” means any direct or indirect benefit, advantage, or interest, whether financial or non-financial, received or sought by an elected or appointed official or by another person or entity with whom the elected or appointed official has a personal, familial, business, or political relationship.

“Records” means any document, communication, or other recorded information, regardless of form or medium, that is prepared, generated, received, owned, used, retained, stored, transmitted, or maintained by a city council member in connection with city business or city governance, including copies, excerpts, drafts, and versions thereof. Records include, but are not limited to, information stored in paper, electronic, digital, audio, visual, or data-based form; information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or collaboration tools; and information generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants. This includes prompts, queries, inputs, outputs, drafts, summaries, analyses, metadata, logs, and version histories, to the extent such information relates to city business or city governance.

“Suspension” means a temporary restriction on the exercise of all city-related duties,

authorities, and functions of an elected or appointed official during the pendency of a review, investigation, proceeding, or external matter, imposed solely to the extent authorized by law. Suspension does not constitute removal from office and is intended as a protective, non-final governance status rather than a determination of misconduct or imposition of punishment.

Sec. 2-702. - Applicability.

(a) This article applies to elected and appointed officials with respect to misconduct occurring in an official capacity, in connection with city business, or that otherwise materially affects the integrity or safety of city governance or the lawful functioning of city operations, including misconduct involving or directed toward persons or entities participating in or affected by city governance or city operations.

(b) This article authorizes governance-based measures reasonably necessary to protect city governance, the lawful functioning of city operations, city personnel, and members of the public, and operates independently of, and in addition to, any consequences imposed by state or federal law.

Sec. 2-703. - Acknowledgment.

Each elected and appointed official shall execute a written acknowledgement confirming receipt of, familiarity with, and agreement to comply with the provisions of this article, the city's rules of decorum and city policies regarding their conduct.

The acknowledgement required by this section is intended to ensure that elected and appointed officials are fully informed of the standards relating to misconduct, procedural obligations, preservation requirements, and the governance-based measures established by this article, and to document notice and acceptance of those obligations.

(a) Timing of acknowledgement. Each elected and appointed official shall execute the acknowledgement required by this section at the following times:

(1) Upon filing nomination papers or other documentation required to qualify as a candidate for City Council, to the extent permitted by law;

(2) Contemporaneously with the execution of the oath of office required by law; and

(3) Upon re-election, appointment, or commencement of a new term of office.

Execution of the acknowledgement is intended to provide notice of, and assent to, the obligations set forth in this Code and city policies relating to city governance, city operations, and governance-based measures.

Failure to execute the acknowledgement shall not invalidate an election or

appointment, but may delay assumption of duties or participation in city council meetings and other city governance activities and may be considered in determining appropriate governance-based measures under this article, consistent with applicable law.

(b) Form of acknowledgement. The acknowledgement shall be in the form set forth in subsection (c) of this section and shall be executed without modification, except as approved by the city attorney for non-substantive formatting purposes.

(c) Required acknowledgement language. The acknowledgement executed by each elected or appointed official shall state, verbatim, as follows:

"By executing this acknowledgement, I confirm that I have been provided notice of the obligations set forth in Article XII of Chapter 2 of the West Covina Municipal Code, the City's Rules of Decorum, and City policies regarding conduct and acknowledge my responsibility to comply with those obligations during my service as an elected or appointed official, subject to applicable law.

I further acknowledge that I am executing this acknowledgement knowingly and voluntarily, without duress, coercion, or undue influence, and that I have had the opportunity to consult with legal counsel of my choosing regarding this acknowledgement and the obligations described herein."

(d) Retention of acknowledgement. Executed acknowledgements shall be retained by the city clerk as a public record to the extent permitted by law.

(e) Effect of failure to execute. Failure to execute the acknowledgement required by this section shall not invalidate the applicability of this article but may be considered in determining appropriate governance-based measures under division 4 of this article, to the extent permitted by law.

(f) No waiver of rights. Nothing in this section or in the acknowledgement required hereby shall be construed to waive any constitutional, statutory, or common-law right, to create an employment relationship, or to expand the city's authority beyond that provided by law.

Sec. 2-704. - Construction.

This article shall be construed and applied consistently with the California Constitution, applicable state and federal law, and the nature of public office. Nothing in this article shall be interpreted to expand municipal authority beyond that granted by law or to impair any right preserved by statute or constitution.

(a) Preservation of individual and constitutional rights. Nothing in this article shall be construed to waive, limit, or require the waiver of any constitutional, statutory, or common-law right or privilege of an elected or appointed official, including the right

to seek judicial review of any action taken pursuant to this article or the right against self- incrimination.

The procedures established by this article are governance-based in nature and are intended to provide structured responses and minimum procedural protections. They shall not be construed to create additional substantive rights, entitlements, causes of action, or adjudicatory proceedings.

(b) Nature of public office; no employment relationship. Elected and appointed officials and are not employees of the city for any purpose.

Nothing in this article shall be construed to create an employment relationship between the city and any elected or appointed official, to subject elected or appointed officials to personnel rules or employment discipline, or to alter the nature of public office.

(c) Relationship to other laws, remedies, and enforcement authorities. This article does not replace, supersede, duplicate, or limit any remedy, enforcement mechanism, or proceeding otherwise available under state or federal law, including criminal prosecution, civil enforcement, administrative proceedings, recall, quo warranto, forfeiture, vacancy provisions, or enforcement authority vested in courts, the Fair Political Practices Commission, or other regulatory bodies.

Governance-based measures authorized by this article are cumulative and may be imposed independently of, and concurrently with, other lawful actions. Alleged misconduct may be referred to external authorities as provided in this article, and the city council may rely on external findings or orders to the extent authorized by law.

Nothing in this article shall be construed to convert city council action into a criminal, civil, or quasi-judicial enforcement mechanism.

(d) Legislative discretion and protected activity. Nothing in this article shall be construed to regulate or prohibit lawful political disagreement, criticism of policy positions, robust debate during public meetings, lawful political speech, campaign activity conducted in a personal capacity, or other expression protected by the United States or California Constitutions.

Nothing in this article shall be construed to prohibit lawful legislative inquiry, oversight, policy advocacy, or participation in authorized city governance activities, provided such activities are conducted through appropriate channels and do not involve misuse of city authority, resources, or access, or interference with the lawful functioning of city operations.

The standards set forth in this article shall be applied narrowly and in a manner consistent with constitutional protections and the good-faith exercise of legislative judgment.

(e) Governance harm and construction standard. In applying this article, the city council may consider whether misconduct, viewed in context, creates a material adverse risk to the integrity, fairness, independence, or lawful functioning of city governance, even where such misconduct does not independently constitute a violation of criminal or civil law.

This article shall be interpreted and applied in a manner that favors its lawful application and effectuates its purpose of protecting city governance and the lawful functioning of city operations. Any ambiguity shall be resolved consistent with applicable law and the city council's intent to act within the bounds of its authority.

(f) Prospective application. This article shall apply prospectively to all elected and appointed officials serving on or after its effective date, including members in office at the time of adoption.

Nothing in this article shall be construed to impose governance-based measures, censure, limitations, escalation, or removal-seeking action based solely on misconduct fully completed prior to the effective date. However, nothing shall preclude consideration of misconduct occurring on or after the effective date, or reliance on investigative findings, advisory findings, external findings, or court orders issued on or after the effective date, even where such findings relate in whole or in part to earlier conduct, provided that any governance-based measure is imposed prospectively and is reasonably necessary to address present or ongoing material adverse risk to city governance or the lawful functioning of city operations.

(g) Relationship to rules of decorum. Nothing in this article limits the authority of the presiding officer to maintain order and decorum during public meetings pursuant to sections 2-47 through 2-52 of this Code.

As applied to elected and appointed officials, the standards of conduct, review, investigation, and governance-based measures set forth in this article govern alleged misconduct occurring inside or outside public meetings and supplement, and, where applicable, supersede, decorum provisions addressing elected and appointed officials' conduct during public meetings. Rules of decorum applicable to members of the public remain fully in effect and are not modified by this article.

(h) Severability. If any provision of this article, or its application to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this article. The city council declares that it would have adopted this article and each provision thereof irrespective of the invalidity of any other provision.

DIVISION 2 – STANDARDS OF CONDUCT

Sec. 2-705. - General standards of conduct.

Elected and appointed officials of the city shall conduct themselves in a manner that preserves lawful functioning and safety of city governance and city operations and that complies with applicable law and the obligations of public office.

For purposes of this division, misconduct may occur through direct action or through indirect action, including by acting through intermediaries, proxies, third parties, or other persons or entities, or by directing, encouraging, facilitating, or knowingly permitting another to engage or attempt to engage in conduct that the elected or appointed official could not lawfully undertake directly.

Elected and appointed officials shall not engage or attempt to engage in misconduct relating to city business or city governance that interferes with the lawful functioning of city governance or city operations, undermines the integrity or independence of city governance, impedes the ability of persons or entities to lawfully participate in or carry out city functions, or otherwise creates a foreseeable material adverse risk of legal or operational harm to the city.

(a) Governance-focused obligations. The standards set forth in this division are intended to address misconduct that affects city governance or the lawful functioning of city operations. These standards do not regulate personal morality or private conduct unrelated to city business or city governance.

(b) Scope of application. Misconduct subject to this division includes actions taken by an elected or appointed official in an official capacity, under color of office, in connection with city business, or in circumstances where the use or misuse of city authority, resources, access, or influence materially affects city governance or the lawful functioning of city operations.

(c) Relationship to review, investigation, and escalation. The standards set forth in this division provide the substantive basis for review, investigation, and governance-based measures under divisions 3 and 4 of this article. A determination that misconduct may fall within one or more provisions of this division does not constitute a finding of misconduct, but may warrant review, investigation, interim governance-based measures, or other action pursuant to those divisions.

Sec. 2-706. - Abuse of position or influence.

An elected or appointed official shall not engage or attempt to engage in the misuse of the authority, prestige, access, or influence of public office in a manner that exceeds lawful authority, interferes with or circumvents the lawful functioning of city governance or city operations, or is otherwise inconsistent with applicable law, adopted city policy, or the respective roles and responsibilities of city officials and staff.

For purposes of this section, abuse of position or influence includes misconduct that exploits or attempts to exploit the unique powers, visibility, or perceived authority of public office to obtain improper advantage or to coerce, pressure, or improperly influence persons or entities in connection with city business or city governance.

(a) Improper direction or pressure. An elected or appointed official shall not direct, attempt to direct, pressure, attempt to pressure, or coerce persons or entities to take or refrain from action outside of lawful authority, or in a manner inconsistent with applicable law, adopted city policy, or the lawful functioning of city governance or city operations.

(b) Preferential treatment and improper advantage. An elected or appointed official shall not use or attempt to use the title, status, access, or perceived authority of public office to obtain or attempt to obtain preferential treatment, special access, or other improper advantage for themselves or for any other person or entity in connection with city business or city governance.

(c) Interference with independent functions. An elected or appointed official shall not interfere or attempt to interfere with administrative, regulatory, enforcement, investigatory, or quasi-judicial matters in a manner inconsistent with applicable law or established city authority, including by attempting to influence outcomes outside authorized roles or channels.

(d) Misrepresentation of authority. An elected or appointed official shall not represent, state, imply, or attempt to represent, state, or imply that a personal position, directive, or demand reflects an official decision, policy, or position of the city or city council when no such authorization exists.

Sec. 2-707. - Improper conduct towards participants.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that is directed toward any person or entity, including another elected or appointed official, and that has the purpose or effect of obstructing, chilling, intimidating, coercing, or otherwise interfering with that person's or entity's lawful participation in city governance or the lawful functioning of city operations.

(a) Improper conduct toward participants. An elected or appointed official shall not engage or attempt to engage in threatening, intimidating, abusive, demeaning, hostile, or coercive conduct toward any person or entity in connection with that person's or entity's lawful participation in city governance or involvement with city operations.

(b) Adverse conduct in response to participation. An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity raised concerns, made reports, provided information,

participated in investigations or advisory proceedings, engaged in protected activity, or refused to take action that would be inconsistent with applicable law or adopted city policy.

(c) Misuse of office to target participants. An elected or appointed official shall not engage or attempt to engage in the misuse of the platform, authority, access, or visibility of public office to single out, demean, threaten, pressure, or subject any person or entity, including another elected or appointed official, to adverse treatment in a manner that interferes with that person's or entity's lawful ability to participate in city governance or to carry out functions related to city operations.

Sec. 2-708. - Ethics, conflicts of interest, and self-dealing.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves conflicts of interest, self-dealing, or misuse of public office for personal gain, and that undermines the integrity, fairness, or lawful functioning of city governance or city operations.

(a) Conflicts of Interest. An elected or appointed official shall not participate in, influence, or attempt to influence any city decision, action, or matter in which the official has a financial interest or other disqualifying interest under applicable law, or where participation would materially compromise the integrity or impartiality of city governance. Failure to disclose a conflict of interest, failure to recuse where required, or participation notwithstanding a known conflict may constitute misconduct under this section.

(b) Gifts, benefits, and improper advantages. An elected or appointed official shall not solicit, accept, receive, or attempt to solicit, accept, or receive gifts, benefits, favors, services, or other things of value in connection with city business in a manner that violates applicable law or that involves personal gain in exchange for the exercise, attempted exercise, or misuse of city authority. Misconduct under this subsection may occur regardless of whether a gift or benefit is ultimately received or exceeds statutory thresholds.

(c) Self-dealing and preferential treatment. An elected or appointed official shall not use or attempt to use city office, authority, access, or influence to secure personal gain for themselves or to confer improper benefit on any person or entity in connection with city business or city governance. Self-dealing includes steering contracts, permits, approvals, or other city benefits; exerting pressure on representatives of city operations to favor particular outcomes; or intervening in city matters for private advantage.

(d) Use of insider or nonpublic information. An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged information obtained through public office for personal gain, private advantage, or to benefit any person or entity, or in a manner that undermines the lawful

functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure of information received or discussed during closed session meetings of the city council or its committees, to the extent such disclosure is prohibited by law.

(e) Circumvention of ethics safeguards. An elected or appointed official shall not engage or attempt to engage in actions intended to evade, circumvent, or nullify ethics, disclosure, or recusal requirements imposed by law or adopted by the city, including by acting through intermediaries, proxies, or other persons or entities.

Sec. 2-709. - Material misrepresentations and concealments.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves a knowing or intentional material misrepresentation or material concealment, and that undermines the integrity, transparency, or lawful functioning of city governance or city operations.

This section addresses governance harms arising from material false statements, material omissions, material concealment of information, or other conduct that materially interferes with the city's ability to make informed decisions, carry out lawful review or investigation, or perform its governance functions, regardless of whether such conduct results in criminal, civil, or administrative enforcement action.

(a) Material misrepresentation. An elected or appointed official shall not knowingly or intentionally make, cause to be made, or attempt to make a false or materially misleading statement, representation, or omission in an official capacity, under color of office, or in connection with city business, where the statement, representation, or omission is material to city governance, city operations, or city decision-making. This subsection applies to communications made to persons or entities, including city staff, other elected or appointed officials, investigators, advisory fact- finders, or members of the public, where such communications concern city business or city governance.

(b) Material concealment of information. An elected or appointed official shall not knowingly or intentionally conceal, withhold, delay, obscure, or attempt to conceal, withhold, delay, or obscure material information relevant to city business or city governance where disclosure is required by law, reasonably necessary for informed decision- making, or necessary to ensure the lawful functioning of city governance or city operations.

(c) Material interference with truth-finding. An elected or appointed official shall not engage or attempt to engage in conduct intended to materially interfere with the city's ability to ascertain the truth or to reach lawful, informed outcomes in connection with city business or city governance. Material interference with truth-finding includes, but is not limited to, providing materially incomplete,

misleading, or deceptive information; directing, encouraging, or knowingly permitting others to provide materially false or misleading information; intentionally delaying proceedings, disclosures, cooperation, or responses where such delay is material to obstructing review, investigation, or decision-making; attempting to influence, disrupt, or affect the scope, timing, process, or outcome of administrative, investigatory, regulatory, enforcement, or advisory matters through misuse of authority, access, or influence; using authority or influence to pressure, discourage, or manipulate participants, witnesses, investigators, or advisory fact-finders; or attempting to influence the material content, scope, timing, or outcome of investigative, advisory, or review findings through misrepresentation, concealment, delay, or other obstructive conduct.

Sec. 2-710. - Misuse of city resources or information.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves the misuse of city resources, city property, or city information in a manner inconsistent with applicable law, adopted city policy, or the lawful functioning of city governance or city operations.

(a) Use of city resources. An elected or appointed official shall not use or attempt to use, or direct or attempt to direct the use of, city staff time, facilities, equipment, systems, funds, or other city resources for personal, political, campaign-related, or other non- city purposes, except where such use is expressly permitted by law or adopted city policy.

(b) Improper direction of city operations. City governance is exercised collectively by the city council, while the city manager is responsible for the administration of city operations and the management of city departments, officers, employees, and agents. An elected or appointed official shall not direct, request, encourage, or attempt to direct, request, or encourage any person or entity involved in city operations, including city employees, contractors, or consultants, to perform tasks unrelated to city business, outside the scope of lawful city operations, or in furtherance of personal, political, or other improper interests.

(c) Use and disclosure of city information. An elected or appointed official shall not use, disclose, rely upon, or attempt to use, disclose, or rely upon nonpublic, confidential, or privileged city information obtained through public office for purposes unrelated to city business or in a manner that undermines the integrity, fairness, or lawful functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

Sec. 2-711. - Election-related misconduct.

An elected or appointed official shall not engage or attempt to engage in misconduct that involves the misuse of the powers, privileges, resources, access, or visibility of public office in connection with any election, ballot measure, or political campaign, and that undermines the integrity, neutrality, or lawful functioning of city governance or city operations.

(a) Misuse of office in connection with elections. An elected or appointed official shall not use or attempt to use city authority, city resources, city information, or the status of public office to support or oppose any candidate, ballot measure, or political campaign in a manner inconsistent with applicable law or adopted city policy.

(b) Use of office for electoral advantage. An elected or appointed official shall not use or attempt to use the fact of holding public office, or the authority, access, or visibility associated with that office, during an election cycle or in connection with electoral activity, to condition access to city governance or city operations, or the receipt of city services or benefits, on political support, opposition, or activity.

(c) Adverse conduct based on political activity. An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity engaged in lawful political activity, including supporting or opposing a candidate or ballot measure, participating in a campaign, or declining to engage in political activity.

(d) Campaign-related use of city information. An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged city information obtained through public office for campaign-related purposes or to obtain political advantage. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

(e) Interference with impartial administration. An elected or appointed official shall not interfere or attempt to interfere with the impartial administration of city operations, including city services, programs, or regulatory functions, for the purpose of influencing electoral outcomes or conferring political advantage.

Sec. 2-712. - Public safety and threatening conduct.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that threatens, endangers, or reasonably places at risk the safety or security of persons or entities, including city officials, city employees, contractors, volunteers, other elected or appointed officials, or members of

the public who are lawfully participating in city governance or involved with city operations.

This section addresses conduct that jeopardizes public safety, impairs the city's ability to maintain safe and secure city operations, or interferes with the lawful functioning of city governance through intimidation, coercion, or threatened or actual violence.

(a) Threatening or violent conduct. An elected or appointed official shall not engage or attempt to engage in conduct involving threats of violence, acts of violence, stalking, intimidation, coercion, or other behavior that would reasonably be perceived as threatening when directed at any person or entity in connection with city business, city governance, or city operations.

(b) Credible threats and safety risks. An elected or appointed official shall not engage or attempt to engage in conduct that gives rise to a credible threat to the safety of any person or entity involved in city governance or city operations, including conduct that results in the issuance, consideration, or enforcement of a workplace violence restraining order, civil harassment restraining order, criminal protective order, or other court-ordered safety restriction.

(c) Use of authority to intimidate or coerce. An elected or appointed official shall not use or attempt to use the authority, access, or visibility of public office to intimidate, pressure, or coerce any person or entity in a manner that creates reasonable fear, deters lawful participation in city governance or city operations, or compromises personal safety.

(d) Disruption of safe city operations. An elected or appointed official shall not engage or attempt to engage in conduct that interferes with the city's ability to maintain safe workplaces, conduct meetings securely, or protect persons or entities participating in city governance or city operations, including conduct that necessitates extraordinary security measures or materially disrupts normal city operations.

(e) Relationship to external safety orders. Where misconduct described in this section results in, or is subject to, a court-issued protective order, restraining order, or other legally binding safety directive, the city council may rely on such order pursuant to section 2-726 of this article and may take immediate governance-based measures where reasonably necessary to ensure compliance and protect public safety and the lawful functioning of city governance or city operations.

Sec. 2-713. – Conduct undermining the lawful functioning of city governance or city operations.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that, when viewed in context, undermines

the lawful functioning of city governance or city operations, and that is not otherwise expressly addressed in sections 2-706 through 2-712 of this article.

This section addresses novel, emergent, or circumvention-based misconduct that poses a material adverse risk to the lawful functioning of city governance or city operations but does not fall squarely within a specifically enumerated standard of conduct. This section shall be applied narrowly and only in a manner consistent with the purposes and limitations of this article.

(a) Residual application. This section applies only where the misconduct at issue is not expressly governed by another provision of division 2 of this article and where reliance on this section is reasonably necessary to protect the lawful functioning of city governance or city operations.

(b) Pattern-based or circumvention conduct. Misconduct undermining the lawful functioning of city governance or city operations may include repeated or patterned conduct that, taken as a whole, materially compromises the orderly and lawful functioning of city governance or city operations, or conduct intended to evade, circumvent, or nullify the application of this article or other lawful governance safeguards adopted by the city.

(c) Limitation on use. This section shall not be used as a substitute for establishing violations of specific standards of conduct where such standards are applicable, nor shall it be applied in a manner that expands the scope of this article beyond its governance-focused purposes.

DIVISION 3 – REPORTING AND REVIEW

Sec. 2-714. - Overview.

(a) This division establishes the procedures by which the city may receive, review, and respond to information regarding alleged misconduct by an elected or appointed official. The purpose of this division is to provide a structured, transparent, and lawful framework for evaluating information, developing facts where appropriate, and determining whether governance-based measures are reasonably necessary to protect the integrity, safety, and lawful functioning of city governance or city operations.

(b) The provisions of this division are administrative and protective in nature. They are intended to ensure that concerns relating to misconduct described in division 2 of this article are addressed in an orderly, proportionate, and legally compliant manner. The receipt of information, initiation of review, authorization of early governance-based interventions, commencement of investigation, or consideration of action under this division does not constitute a finding of misconduct and does not require the imposition of any governance-based measure.

(c) This division is designed to operate progressively. Information may be screened, reviewed, addressed through early governance-based interventions, investigated, or escalated depending on the nature of the information received, the reliability and source of that information, the existence of external findings or court orders, and the degree of material adverse risk presented to city governance, city operations, or the safety of persons or entities. Not every report or item of information will warrant investigation or further action.

(d) Action under this division is discretionary and shall be undertaken only where reasonably necessary to protect city governance, the lawful functioning of city operations, or the rights and safety of persons or entities involved in city matters. Nothing in this division requires the city council to initiate review, authorize investigation, or impose governance-based measures in response to any particular report, allegation, or request for action.

(e) This division is intended to function in coordination with division 2 of this article, which defines standards of misconduct, and division 4 of this article, which governs escalation and governance-based measures. Nothing in this division shall be construed to limit the city's obligation to comply with mandatory reporting, referral, or enforcement requirements imposed by state or federal law, nor to preclude reliance on external findings or court orders where authorized under this article.

(f) Nothing in this division shall be construed to require the city council to initiate independent fact-finding in any particular matter, to limit the city council's discretion under this division, to supersede proceedings conducted by courts or other tribunals, or to expand the city's authority to impose discipline, suspension, or removal beyond that provided by law.

Sec. 2-715. - Preliminary administrative review by city manager or designee.

Information concerning alleged misconduct by an elected or appointed official may be received from any source, including members of the public, city employees, other elected or appointed officials, court orders or findings, or other reliable information. Receipt of such information does not, by itself, constitute initiation of review or action under this division.

Except as provided in subsection (b), all such information shall be referred to the city manager or the city manager's designee for preliminary administrative review. The purpose of the preliminary review is limited, non-adjudicative, and administrative in nature.

(a) Scope of preliminary review. The preliminary review shall be confined to threshold considerations only and shall not include factual findings, credibility determinations, or conclusions regarding whether misconduct occurred. In

conducting the preliminary review, the city manager or designee may consider, among other relevant factors:

(1) Whether the information concerns conduct by an elected or appointed official;

(2) Whether the alleged conduct, if true, could fall within one or more provisions of division 2 of this article;

(3) Whether the information is duplicative of matters previously reviewed or resolved under this article or other lawful processes, absent materially new information;

(4) Whether the information reasonably indicates a material adverse risk to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and

(5) Whether the information concerns conduct that is sufficiently current or concrete to warrant consideration under this division, as opposed to conduct that is remote in time, speculative, or based solely on anticipated future actions.

The city manager or designee is not required to make affirmative findings as to each factor and may refer the matter to the city council whenever, in the city manager's administrative judgment, further consideration under this division may be warranted.

(b) Alternate preliminary reviewer. If the city manager is a complainant, a respondent, or otherwise directly involved in the matter under review, the preliminary administrative review shall be conducted by the human resources director or by a pre-designated neutral department head identified by resolution or administrative order of the city.

An alternate reviewer acting under this subsection shall have the same authority, limitations, and obligations as the city manager for purposes of this section.

(c) Administrative closure and notice. If the preliminary administrative review determines that referral to the city council is not warranted, the matter may be closed at the administrative level.

In the event of administrative closure, the city manager, designee, or alternate reviewer shall provide written notice to the complainant stating that the information submitted has been reviewed and that it has been determined that no further action under this division is warranted at this time. The notice need not include factual findings, legal analysis, or any explanation beyond that statement, and the city manager, designee, or alternate reviewer shall not be

required to provide any additional information regarding the basis for the determination.

Administrative closure does not preclude future review if materially new information is later received.

(d) Referral to city council. If the city manager, designee, or alternate reviewer determines that further consideration may be warranted, the matter shall be referred to the city council for consideration under section 2-716. Referral shall be neutral, non-adjudicative, and limited to summarizing the information received and the basis for referral. The referral shall not include recommendations regarding findings, outcomes, or governance-based measures.

(e) Limitations on individual briefings. The city manager, designee, or alternate reviewer shall not individually brief, consult with, or advise city council members regarding the merits of the matter outside a duly noticed meeting, except as expressly permitted by law.

Sec. 2-716. - Secondary administrative review by city council and threshold action.

Upon referral pursuant to section 2-715, the city council shall consider the matter in a duly noticed meeting, in open or closed session as authorized by law. Authority under this section is exercised collectively by the city council by a majority vote of the city council members present and eligible to vote, unless otherwise expressly stated in this article.

(a) Recusal of affected council members. If the matter under consideration involves a city council member as a complainant, reporting party, or respondent, that city council member shall recuse themselves from participation, including discussion, deliberation, and voting, with respect to actions taken under this section and any subsequent sections of this division relating to the same matter, except as otherwise required by law.

(b) Nature of city council consideration. City council consideration under this section is threshold and administrative in nature. The city council shall not make factual findings, credibility determinations, or conclusions regarding whether misconduct occurred at this stage.

(c) Threshold actions available to city council. After consideration of the information referred under section 2-715, the city council may, by majority vote and consistent with applicable law:

(1) Decline to initiate further review or action under this division;

(2) Request additional administrative clarification from the city manager,

designee, or alternate reviewer, without authorizing investigation;

(3) Authorize early, non-adversarial governance-based interventions, including facilitated governance discussions or mediation where appropriate and permitted by law;

(4) Direct issuance of a preservation notice pursuant to section 2-717;

(5) Authorize an investigation pursuant to section 2-718;

(6) Authorize interim governance-based measures where reasonably necessary to address a material adverse risk to the lawful functioning of city governance or city operations, or to protect the safety of persons or entities; or

(7) Take any other action expressly authorized by this division and consistent with applicable law.

Notice of city council determination. If the city council determines, by majority vote, that no further review or action under this division is warranted, the city shall provide written notice to the complainant stating that the city council has considered the matter and determined that no further action under this division is warranted at this time. The notice shall not include factual findings, legal conclusions, or explanations beyond that statement, and shall expressly state that the city council has made no finding regarding the merits of the information submitted.

(d) Closed session reporting. Where city council consideration under this section occurs in closed session, any report out of closed session shall be limited to the extent required or permitted by law and may state only that the city council considered a matter pursuant to this division and took the action reflected in subsection (c), without identifying the subject of the matter or disclosing confidential information.

(e) No mandatory action. Nothing in this section requires the city council to authorize investigation, issue a preservation notice, or impose governance-based measures in response to any particular report, allegation, or request for action.

Sec. 2-717. - Preservation of documents, communications, and records.

Upon direction of the city council pursuant to section 2-716, the city shall issue a written preservation notice in connection with further review, investigation, or potential action under this division.

(a) Preservation obligation. The elected or appointed official who is the subject of the matter shall preserve all documents, communications, and records

reasonably related to the matters identified in the preservation notice. Preservation is required regardless of whether the information is favorable or unfavorable to any person or entity.

The preservation obligation applies to information in the possession, custody, or control of the elected or appointed official that relates to city business or city governance, including information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or artificial intelligence tools, to the extent such information relates to city matters.

Compliance with a preservation notice issued under this section is in addition to, and does not replace, any preservation, retention, or disclosure obligations imposed by adopted city policy or by applicable state or federal law, including public records, litigation hold, or records retention requirements.

(b) Scope and conduct of preservation. During the preservation period, an elected or appointed official shall not destroy, alter, delete, overwrite, conceal, or cause the destruction, alteration, or concealment of any document, communication, or record subject to preservation.

Preservation under this section does not require disclosure, production, inspection, or access to preserved materials, and does not authorize searches, seizures, compelled production, or access by the city beyond that otherwise permitted by law.

(c) Duration of preservation. The preservation obligation shall remain in effect until the elected or appointed official receives written notice that review, investigation, and any related proceedings under this division have concluded and that preservation is no longer required.

(d) Additional preservation notices. Where reasonably necessary to protect the integrity of review or investigation, preservation notices may also be issued to other persons or entities subject to the city's lawful authority, consistent with applicable law.

(e) Effect of noncompliance. Failure to comply with a preservation notice issued under this section may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(f) No waiver of rights. Nothing in this section shall be construed to waive or limit any constitutional, statutory, or common-law right or privilege, including privileges relating to attorney-client communications, work product, or privacy.

Sec. 2-718. - Investigation.

Where the city council authorizes an investigation pursuant to section 2-716, or where investigation is otherwise required by applicable state or federal law and is initiated by the appropriate city official consistent with such law, the city shall initiate an investigation for the purpose of developing an appropriate factual record.

An investigation under this section is administrative and fact-finding in nature. It is intended to inform the city council's consideration of governance-based measures or escalation under this article and shall not constitute a criminal, civil, or adjudicatory proceeding.

(g) Authorization and purpose. An investigation may be initiated only upon authorization by the city council pursuant to section 2-716, or where investigation is required by applicable law. The purpose of an investigation is to gather information relevant to alleged misconduct and to assess whether governance- based measures or escalation under this article may be warranted.

(h) Independence of investigator. Any investigation conducted pursuant to this section shall be performed by an independent investigator retained or administered by the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city.

The investigator shall not be a city employee, shall not be the city attorney, and shall not be subject to the direction or control of the elected or appointed official who is the subject of the investigation. The investigator shall possess appropriate training and experience in conducting public-sector investigations and shall exercise independent professional judgment.

The fact that the city attorney, outside counsel, the city manager, or the city manager's designee may retain, coordinate, or administer the engagement of the investigator, or provide legal guidance regarding scope, procedure, or compliance with applicable law, shall not, by itself, compromise the investigator's independence, provided that such involvement does not direct factual findings, credibility determinations, or investigative conclusions.

Communications with the city attorney or outside counsel for purposes of legal advice or procedural guidance shall be protected to the extent permitted by law.

(i) Scope and method of investigation. The scope of an investigation shall be reasonably tailored to the nature of the alleged misconduct, the information available, and the degree of material adverse risk identified. The city council retains discretion to define or refine the scope, duration, and subject matter of the investigation consistent with this article and applicable law.

(j) Investigatory activities. An investigation may include review of documents, communications, and records; examination of publicly available information; and interviews of individuals who agree to participate.

(k) Participation by subject elected or appointed official. The elected or appointed official who is the subject of the investigation shall be provided an opportunity to participate and to respond in good faith, including by providing information and participating in interviews, subject to applicable constitutional, statutory, and common-law rights and privileges.

Failure to cooperate in good faith may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(l) Participation by city employees and others. City employees shall participate in investigations to the extent required by applicable law and adopted city policy and subject to any rights or protections afforded by law.

Participation by individuals other than the subject elected or appointed official as well as city employees is voluntary. Nothing in this section authorizes the city to compel testimony, administer oaths, issue subpoenas, or impose penalties for non- participation, except as otherwise permitted by law.

(m) Notice of investigation. The elected or appointed official who is the subject of the investigation shall be provided written notice that an investigation has been initiated, the general nature of the matters under review, and the identity or role of the investigator. The elected or appointed official may be represented by counsel at their own expense, subject to applicable rights and privileges.

(n) Investigative report; review and confidentiality. Upon completion of the investigation, the investigator shall prepare a written report summarizing factual findings within the authorized scope of the investigation. The report may include observations or considerations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability.

Prior to disclosure or consideration by the city council, the report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(o) Conduct during pendency of investigation. To preserve the integrity and fairness of an investigation, the City’s elected or appointed officials are encouraged to refrain from publicly characterizing the substance of the investigation, the credibility of witnesses, or the merits of the allegations while the investigation is pending, except as required or expressly permitted by law.

Nothing in this subsection shall be construed to prohibit acknowledgment of the

existence of an investigation, explanation of procedural posture, compliance with legal obligations, or the exercise of rights protected by the United States or California Constitutions.

Sec. 2-719. - Independent fact-finding and advisory proceedings.

Independent fact-finding and advisory proceedings under this section are intended to provide the city council with a neutral, independent assessment of matters relating to alleged misconduct by an elected or appointed official where additional perspective, credibility evaluation, or institutional separation from city-directed investigation would materially assist the city council in determining whether governance-based measures or escalation under this article may be warranted.

Proceedings under this section are advisory and administrative in nature. They are not investigations under section 2-718, are not adjudications, and do not constitute a finding of misconduct. Nothing in this section limits or replaces any investigation authorized elsewhere in this division.

(a) Circumstances warranting independent advisory proceedings. The city council may authorize an independent fact-finding or advisory proceeding where it determines that one or more of the following circumstances exist:

(1) The matters under review involve material factual disputes, credibility issues, or competing accounts that would benefit from neutral evaluation;

(2) The alleged misconduct presents a material adverse risk to the lawful functioning of city governance or city operations such that additional institutional separation is warranted;

(3) Escalation under division 4 of this article is reasonably contemplated and the city council seeks an advisory record distinct from city-directed investigation; or

(4) Other circumstances demonstrate that an independent advisory process would materially assist the city council’s deliberations.

(b) Authorization and initiation. An independent fact-finding or advisory proceeding may be initiated only by action of the city council, taken by majority vote of members present and eligible to vote in a duly noticed meeting, in open or closed session as authorized by law. The authorizing action shall identify the general subject matter and advisory purpose of the proceeding.

(c) Independence and qualifications of fact-finder. Any advisory proceeding under this section shall be conducted by a neutral third party retained or administered by the city council, the city attorney, the city manager, the city manager’s designee, or outside counsel retained by the city, as authorized by the city

council.

The fact-finder shall not be a city employee, shall not be the city attorney or any attorney employed by or regularly representing the city, and shall not be subject to the direction or control of the elected or appointed official who is the subject of the proceeding. The fact-finder shall exercise independent professional judgment and conduct the proceeding in a manner consistent with applicable law and professional standards.

The fact that city officials or counsel may retain, coordinate, administer, or provide legal or procedural guidance regarding scope, process, or compliance with law shall not, by itself, compromise independence, provided that the fact-finder is not substantively directed as to factual findings, credibility assessments, or advisory conclusions.

(d) Scope and methods. The scope of an independent advisory proceeding shall be defined by the city council and reasonably tailored to the matters presented. The fact-finder may review investigative materials, receive documents or written submissions, conduct interviews, and assess credibility to the extent permitted by law and consistent with the advisory nature of the proceeding.

Nothing in this section confers subpoena power, authority to compel testimony, or enforcement authority unless expressly granted by law.

(e) Notice and participation. The elected or appointed official who is the subject of the advisory proceeding shall be provided written notice of its initiation and the general nature of the matters under review. The elected or appointed official may submit information voluntarily, may be interviewed by the fact-finder, and may be represented by counsel at the elected or appointed official's own expense, subject to applicable rights and privileges.

(f) Advisory report. Upon completion of the proceeding, the fact-finder shall prepare a written advisory report summarizing factual findings and observations within the authorized scope. The report may include non-binding observations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability and shall not, by itself, constitute a finding of misconduct.

(g) Confidentiality and redactions. Prior to disclosure or consideration by the city council, an advisory report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(h) Use of advisory report. The city council may consider an advisory report prepared under this section in determining whether to impose governance-based measures, initiate escalation under division 4 of this article, rely on

external findings pursuant to section 2-720, or take other action authorized by this article. The city council retains sole discretion regarding whether and how to act upon any advisory findings or observations.

Sec. 2-720. - Reliance on external findings and orders.

This section governs the city council's reliance on findings, orders, or determinations issued by courts or other authorized tribunals when evaluating alleged misconduct by an elected or appointed official and determining whether governance-based measures or escalation under this article may be warranted.

Reliance under this section is intended to avoid duplicative proceedings, prevent re-litigation of matters already resolved by competent authorities, and permit timely and lawful action to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(a) External findings and orders covered. For purposes of this section, external findings and orders include final or operative findings, orders, judgments, or determinations issued by a court of competent jurisdiction or other authorized tribunal, including workplace violence restraining orders, civil harassment restraining orders, criminal protective orders, probation conditions, injunctions, administrative findings, or other legally binding directives relating to conduct described in division 2 of this article.

(b) Authority to rely without re-adjudication. The city council may rely upon external findings and orders described in subsection (a) without independently re-investigating or re-adjudicating the underlying facts. Reliance on an external finding or order under this section does not constitute a separate determination of misconduct by the elected or appointed official beyond the scope of the external finding or order.

(c) Timing, effect, and scope of reliance. Reliance under this section may occur at any stage of review under this division. Where an external finding or order restricts conduct, contact, participation, or access, the city council may authorize governance-based measures reasonably necessary to ensure compliance with the external finding or order and to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(d) Relationship to investigation and advisory proceedings. Nothing in this section requires the city council to delay action pending completion of an investigation or advisory proceeding where an external finding or order is operative and immediate action is reasonably necessary. Conversely, the city council may consider investigative or advisory materials developed under this division when determining the appropriate scope or duration of governance-based measures imposed in reliance on an external finding or order.

Sec. 2-721. - Interim governance-based measures.

Interim governance-based measures under this section are temporary, protective actions intended to preserve the integrity, safety, and lawful functioning of city governance or city operations during the pendency of review, investigation, advisory proceedings, or reliance on external findings. Interim measures are not disciplinary actions and do not constitute findings of misconduct.

(a) Purpose and timing. The city council may authorize interim governance-based measures where information received or developed pursuant to this division reasonably indicates an immediate or ongoing material adverse risk to the lawful functioning of city governance or city operations, or to the rights or safety of persons or entities. Interim measures may be imposed before completion of investigation or advisory proceedings where reasonably necessary to address identified risks.

(b) Scope of interim measures. Interim governance-based measures shall be narrowly tailored to the circumstances presented and imposed only to the extent reasonably necessary to mitigate identified material adverse risks, while preserving the nature of public office. Interim measures may include, but are not limited to, temporary limitations on participation in specified city matters, agenda items, committees, boards, or liaison assignments; temporary restrictions on direct contact with specified persons or entities; and temporary adjustments to access to nonpublic information.

(c) Quorum and continuity of governance. Interim governance-based measures shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(d) Duration and review. Interim governance-based measures shall be imposed for the minimum duration reasonably necessary under the circumstances and shall be subject to periodic review by the city council. Interim measures may be modified or lifted as circumstances change or as additional information becomes available.

(e) Relationship to other actions. The imposition of interim governance-based measures does not preclude completion of investigation or advisory proceedings under this division, reliance on external findings pursuant to section 2-720 of this article, or escalation under division 4 of this article where warranted.

(f) Contingent suspension pending external adjudication. As a temporary and

protective measure, suspension of elected or appointed official pending resolution of criminal proceedings or other external adjudication may be considered only if and to the extent authorized by law, and only where the city council determines that continued exercise of official duties presents an immediate and substantial risk to the lawful functioning of city governance or to public safety.

At present, the city lacks authority to suspend elected officials pending external adjudication. This subsection is included solely to articulate a governance framework that would apply if and when such authority is granted to municipalities by the State of California through enabling legislation or constitutional amendment. Absent such authority, no suspension pending adjudication may be imposed under this article.

(g) Effect of suspension pending adjudication if authorized. If suspension pending adjudication is authorized by law and imposed pursuant to this section, such suspension shall be temporary, shall not constitute removal from office, and shall remain in effect only for the duration and under the conditions permitted by law.

The city shall ensure continuity of city governance consistent with applicable law during any period of suspension.

(h) Limitations on scope. Nothing in this section shall be construed to authorize the adoption of permanent or generally applicable governance rules, policies, or restrictions applicable to all elected or appointed officials, which shall be adopted, if at all, through separate legislative or policy action of the city council.

Sec. 2-722. - Indemnification and reimbursement of costs.

The provision of legal defense, indemnification, or reimbursement of costs to an elected or appointed official in connection with any matter arising under this article shall be governed exclusively by applicable state law. Nothing in this article shall be construed to expand, create, or guarantee a right to defense, indemnification, or reimbursement of costs at public expense beyond that provided by law.

(a) No automatic right to defense or indemnification. Nothing in this article authorizes or requires the city to provide legal representation, advance defense costs, indemnify, or reimburse an elected or appointed official for attorneys' fees, costs, or expenses incurred in connection with alleged misconduct. Any such determination shall be made solely pursuant to applicable statutory standards and procedures.

(b) Scope of lawful indemnification. To the extent permitted by law, the city may provide defense or indemnification only for acts or omissions occurring within the course and scope of lawful official duties and undertaken in good faith in furtherance of city governance. The city shall not indemnify or reimburse costs

arising from acts or omissions determined to be outside the scope of official duties, undertaken for personal benefit, or otherwise excluded from indemnification under applicable law.

(c) Independent determination required. Any decision to provide, deny, condition, or withdraw defense or indemnification shall require an independent determination made in accordance with applicable law. Nothing in this article shall be construed to predetermine, influence, or constrain that determination, or to require the city to provide representation or reimbursement pending resolution of factual or legal issues.

(d) No authorization of private counsel for personal misconduct. Nothing in this article shall be construed to authorize the city to fund or reimburse private legal counsel retained by an elected or appointed official for matters involving alleged personal misconduct, violations of law, or acts outside the scope of official duties, except to the extent expressly permitted by statute and approved pursuant to applicable legal standards.

(e) Reliance on external findings. In determining whether defense, indemnification, or reimbursement is permitted or required, the city may consider final judicial, administrative, or arbitral findings, including findings described in section 2-720 of this article, establishing whether the conduct at issue occurred within the scope of official duties or involved conduct for which indemnification is not authorized.

(f) Recovery of costs where indemnification is not authorized. Where permitted by law, and following a final determination that an elected or appointed official acted outside the scope of lawful duties or engaged in conduct for which defense, indemnification, or reimbursement is not authorized, the city shall seek recovery of any defense costs or indemnification amounts previously advanced. Recovery may include reimbursement, offset against amounts otherwise payable by the city, or other lawful means of recoupment authorized by statute. Nothing in this subsection shall be construed to authorize recovery in excess of that permitted by law or to impose personal liability beyond that allowed by applicable legal standards.

Sec. 2-723. - Safeguards against misuse of process.

The reporting, review, investigation, and governance-based measures established by this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations. These processes shall not be invoked or used for improper purposes or in a manner that undermines city governance, city operations, or the rights of persons or entities.

This section preserves the availability of good-faith reporting and compliance with investigations required by law, while preventing abuse, intimidation, coercion, or

political manipulation of the processes established by this article.

(a) Prohibited misuse of process. The city council may take appropriate action to limit, dismiss, or decline to pursue reports, requests for action, or other invocations of process under this division where it is determined, based on the information available, that such invocation:

(1) Was knowingly false or made with reckless disregard for the truth;

(2) Repeats allegations that have previously been reviewed or resolved under this article or through other lawful processes, absent materially new information;

(3) Is itself inconsistent with division 2 of this article; or

(4) Otherwise constitutes an abuse of the processes established by this article that poses a material adverse risk to the lawful functioning of city governance or city operations.

Considerations in determining misuse. In determining whether misuse of process has occurred, the city council may consider the timing, frequency, substance, and context of the invocation, including whether it coincides with city actions, votes, elections, or other governance activities, and whether the invocation reflects a pattern of conduct inconsistent with good-faith reporting.

(b) No limitation on mandatory investigations. Nothing in this section shall be construed to limit or excuse the city's obligation to initiate or complete investigations required by state or federal law.

(c) Protection of good-faith reporting. Nothing in this section shall be construed to discourage or penalize good-faith reporting, to require that a report be substantiated in order to be made, or to impose adverse consequences solely because a report is not sustained following review or investigation.

(d) Responses to misuse. Where misuse of process is determined, the city council may authorize governance-based measures consistent with this article, including limiting further review of duplicative or improper allegations, declining to pursue improper requests for action, or taking other measures reasonably necessary to protect city governance, city operations, and the integrity of the process.

DIVISION 4 – GOVERNANCE-BASED MEASURES AND ESCALATION

Sec. 2-724. - Overview.

This division establishes the framework by which the city council may authorize governance-based measures and escalation based on information developed pursuant

to division 3 of this article. Governance-based measures under this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations and are not employment actions, criminal sanctions, or determinations of civil liability. Except as otherwise expressly provided in this article, any action taken under this division shall be approved by a vote of the city council members present and eligible to vote, excluding any city council member who is required to recuse themselves under this article or applicable law.

(a) Progressive escalation framework. Governance-based measures are progressive by default. Where appropriate, the city council shall consider corrective or remedial measures before authorizing more restrictive responses and shall escalate based on the nature, severity, frequency, and context of the misconduct; the record developed under division 3 of this article; the existence of external findings or court orders; the degree of material adverse risk presented to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and the effectiveness or ineffectiveness of prior governance-based measures.

(b) Pattern-based escalation. The city council may determine that escalation is warranted where misconduct reflects a pattern rather than an isolated incident. A pattern may be established by repeated violations of the standards of conduct set forth in division 2 of this article, repeated matters supported by investigation or advisory findings under division 3 of this article, or repeated failure to comply with corrective or remedial governance-based measures authorized under section 2-725 of this article.

(c) Escalation based on noncompliance or ineffectiveness. Escalation may be warranted where an elected or appointed official fails to comply fully or in good faith with corrective or remedial governance-based measures, interim governance-based measures, or participation obligations imposed pursuant to division 3 of this article, or where such measures have proven ineffective to mitigate identified material adverse risks to city governance or city operations.

(d) Escalation based on severity or risk. Nothing in this division requires the city council to proceed sequentially through each category of response. The city council may authorize more restrictive governance-based measures, even in the absence of a pattern, where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety; where external findings or court orders are operative; or where delay would materially compromise governance or safety.

(e) Reliance on division 3 record. Governance-based measures and escalation under this division shall be based on the record developed pursuant to division 3 of this article, including investigative reports, advisory findings, reliance on external findings or orders, documented violations of interim governance-based measures, and documented compliance or noncompliance with corrective or remedial governance-based measures. The city council shall not be required to

independently re-investigate or re-adjudicate facts already developed through those processes.

(f) Removal-seeking action as last resort. Any removal-seeking action contemplated by this division is intended as a last resort and shall be pursued only where authorized by law and where lesser governance-based measures are insufficient to protect the lawful functioning of city governance or city operations, or public safety. Removal-seeking action is further governed by sections 2-729 and 2-730 of this article and shall not be operative absent enabling legislative or constitutional authority.

Sec. 2-725. - Corrective and remedial measures.

Corrective and remedial measures under this section are governance-based measures intended to address misconduct that is reasonably remediable, to clarify expectations, and to reduce material adverse risk to the lawful functioning of city governance or city operations.

Corrective and remedial measures shall be informed by the record developed pursuant to division 3 of this article, including investigations authorized under section 2-718, advisory findings under section 2-719, reliance on external findings or orders under section 2-720, and other information properly before the city council.

(a) Purpose and use. The purpose of corrective and remedial measures is to address misconduct through education, guidance, facilitated intervention, or other structured governance-based measures. Such measures are appropriate where the city council determines that the misconduct does not present an immediate or substantial material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that remediation is reasonably likely to be effective.

(b) Types of corrective and remedial measures. Corrective and remedial measures may include, as appropriate to the circumstances, mandatory or recommended training related to city governance, ethics, conflicts of interest, Brown Act compliance, workplace conduct, or other relevant subjects; written governance directives clarifying permissible conduct, communication protocols or professional boundaries; facilitated governance interventions or coaching; and requirements to acknowledge receipt and understanding of applicable policies, directives, or expectations.

(c) Authorization and implementation. Corrective and remedial measures shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The city council may specify the scope, duration, and completion requirements for such measures, including reasonable deadlines for completion.

(d) Effect of compliance or noncompliance. Successful completion of authorized corrective or remedial measures may be considered by the city council in determining whether further escalation under section 2-724 of this article is warranted. Failure to comply fully or in good faith with authorized measures, refusal to participate, or subsequent misconduct demonstrating that remediation has been ineffective may be considered in determining whether escalation pursuant to section 2-724 is appropriate.

Sec. 2-726. - Governance-based limitations and restrictions.

Governance-based limitations and restrictions under this section are durable governance- based measures intended to regulate the exercise of office, not the holding of office, where such limitations or restrictions are reasonably necessary to protect the lawful functioning of city governance or city operations, or to mitigate material adverse risk to public safety. Limitations and restrictions imposed pursuant to this section do not remove a city council member from office, suspend the office, or constitute a determination of criminal or civil liability.

(a) Circumstances warranting limitations. The city council may authorize governance-based limitations and restrictions where it determines that continued unrestricted exercise of office presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that limitations or restrictions under this section are reasonably necessary to mitigate the identified risk, whether alone or in combination with other governance-based measures.

(b) Types of limitations and restrictions. Governance-based limitations and restrictions may include, as reasonably necessary under the circumstances, limitations on participation in specified city matters or agenda items; removal from or limitation of committee, board, or liaison assignments; requirements that specified interactions with identified persons or entities occur only through designated city staff or in structured settings; restrictions on access to nonpublic information where necessary to protect city operations or to comply with external findings or orders; and other durable constraints reasonably designed to mitigate identified material adverse risks while preserving the nature of public office.

(c) Authorization and scope. Governance-based limitations and restrictions shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The authorizing action shall specify the nature, scope, and duration of the limitations imposed and shall be reasonably tailored to the risks identified in the record developed pursuant to division 3 of this article.

(d) Quorum and continuity of governance. Governance-based limitations and restrictions shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the city’s ability to establish a quorum and to conduct the essential business of the city. Nothing in

this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(e) Duration and review. Governance-based limitations and restrictions shall remain in effect only for the duration reasonably necessary to address the identified material adverse risks and shall be subject to periodic review by the city council. The city council may modify or lift such limitations where circumstances materially change, where compliance is demonstrated, or where the identified risks have been adequately mitigated.

Sec. 2-727. - Referral to external authorities and proceedings.

Referral to external authorities under this section is a governance-based escalation mechanism by which the city council may transmit matters involving alleged misconduct by an elected or appointed official to entities with independent investigatory, enforcement, or adjudicatory authority where the conduct exceeds, or may exceed, the city council's institutional authority to address internally.

Referral under this section is intended to ensure compliance with applicable law, protect public safety, and address matters that may require criminal, civil, administrative, regulatory, or professional review by external bodies.

(a) Circumstances warranting referral. The city council may authorize referral where it determines that the conduct at issue may implicate criminal law, civil law, ethics or campaign-finance requirements, conflicts of interest laws, professional standards, court orders, or other legal obligations beyond the city council's authority to enforce. Referral may also be warranted where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(b) Mandatory referral where required by law. Nothing in this article shall be construed to limit, delay, or excuse referral to external authorities where such referral is required by state or federal law. Where information available to the city reasonably indicates conduct that must be reported or referred to law enforcement, prosecutorial authorities, regulatory agencies, or other entities pursuant to applicable legal requirements, the city council or appropriate city official shall ensure that such referral is made in accordance with law.

(c) Authorization and procedure. Referral shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where disclosure of the referral itself is restricted by law. The city council may direct that relevant materials developed pursuant to this article be transmitted to the external authority, subject to applicable confidentiality, privilege, and information-protection requirements.

(d) Effect of referral. Referral to external authorities does not preclude the city council from continuing to impose or maintain governance-based measures under this article, including interim measures under section 2-721 or governance-based limitations under section 2-726, where reasonably necessary to protect the lawful functioning of city governance or city operations, or public safety. Conversely, the city council may determine that further action under this article should be deferred, modified, or escalated based on the status or outcome of external proceedings.

(e) No adjudication by city council. Authorization of referral under this section shall not be construed as a determination by the city council that misconduct occurred, nor as a finding of criminal or civil liability. The city council's role under this section is limited to governance oversight and compliance with applicable legal obligations.

Sec. 2-728. - Censure.

Censure is a formal governance-based measure by the city council intended to publicly condemn conduct that undermines the integrity, safety, or lawful functioning of city governance or city operations. Censure does not remove an elected or appointed official from office, suspend the office, or constitute a determination of criminal or civil liability. It is an institutional expression of disapproval adopted to protect city governance, provide transparency, and establish a clear record of the city council's response.

The procedures set forth in this section establish the minimum procedure required before adoption of a resolution of censure. Nothing in this section shall be construed to require the city council to conduct an adjudicatory or trial-like proceeding, or to limit the city council's discretion to structure its deliberations in a manner consistent with applicable law.

(a) Initiation of censure. The city council may initiate censure proceedings where it determines that the conduct at issue implicates one or more provisions of division 2 of this article and that corrective or remedial governance-based measures under section 2-725 of this article are insufficient, ineffective, or inappropriate under the circumstances. Initiation of censure shall occur by action taken in open session and shall require a majority vote of the city council members present and eligible to vote.

(b) Written notice. No fewer than ten (10) calendar days prior to the city council meeting at which a resolution of censure is to be considered, the elected or appointed official who is the subject of the proposed censure shall be provided with written notice. The notice shall describe the conduct at issue with reasonable specificity, identify the provisions of this article implicated, and state the date, time, and place of the city council meeting at which the proposed censure will be considered.

(c) Access to materials. At the time notice is provided, the elected or appointed official subject to the proposed censure shall be provided access to the materials upon

which the proposed censure is based, including investigative reports, advisory findings, or external findings relied upon by the city council, subject to redaction or withholding as required by law.

(d) Opportunity to respond. Before the city council votes on a resolution of censure, the elected or appointed official who is the subject of the proposed censure shall be afforded an opportunity to respond in open session. This opportunity shall include the ability to make an oral statement to the city council and to submit written materials for inclusion in the public record no later than five (5) calendar days prior to the meeting.

If the proposed censure arises from a complaint submitted by another elected or appointed official, that elected or appointed official may also be afforded a limited opportunity to address the city council in open session, subject to the same time, place, and manner limitations.

The elected or appointed official who is the subject of the proposed censure may be represented by counsel at the elected or appointed official's own expense. Reasonable time, place, and manner limits may be imposed to ensure orderly proceedings.

(e) Public comment. Public comment on a proposed resolution of censure shall be permitted in accordance with the Brown Act and the city council's rules of procedure. Public comment shall be limited to the subject matter of the proposed censure. Elected or appointed official shall not use public comment to present evidence, call witnesses, elicit testimony, or conduct examination or cross-examination, and public comment shall not be treated as an evidentiary record.

(f) No evidentiary or adjudicatory hearing. Censure proceedings are legislative and governance-based in nature and shall not constitute an evidentiary or adjudicatory hearing. No party has the right to call witnesses, compel testimony, or conduct cross-examination. Nothing in this section prohibits the city council, in its discretion and by action taken in open session, from receiving additional information or statements where doing so would assist deliberation, provided such action does not convert the proceeding into a trial-like hearing.

(g) Consideration and vote. Following notice, opportunity to respond, and public comment, the city council may deliberate and vote in open session on whether to adopt a resolution of censure at the noticed meeting or a continued meeting. Adoption of a resolution of censure shall require a majority vote of the city council members present and eligible to vote, unless a higher threshold is required by law.

(h) Contents and effect of censure. A resolution of censure may describe the conduct at issue and its impact on city governance or city operations, identify the standards of conduct implicated, and include a formal statement of condemnation or disapproval. A resolution of censure may also articulate expectations for future

conduct and reference the potential for escalation under this division if misconduct continues or recurs.

Sec. 2-729. - Impeachment.

Impeachment under this article is a removal-seeking governance action of last resort. It is intended to address extraordinary circumstances in which an elected or appointed official's continued service presents an intolerable material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and where lesser governance- based measures have been ineffective, have been disregarded, or are clearly inadequate under the circumstances.

Impeachment is not intended to punish political disagreement, unpopular viewpoints, or lawful legislative conduct. It is reserved for serious misconduct demonstrating that continued service is incompatible with the lawful and safe functioning of municipal governance.

(a) Threshold for initiation. Impeachment proceedings may be initiated where the city council determines, based on the record developed pursuant to division 3 of this article, that one or more of the following conditions exist, whether arising from a single incident or from repeated conduct over time:

(1) Repeated or willful non-compliance with corrective or remedial governance-based measures, governance-based limitations or restrictions, or other measures authorized under this article, demonstrating that lesser responses are ineffective to mitigate identified risks;

(2) Egregious misconduct that, by its nature or severity, renders corrective measures, censure, or governance-based limitations clearly inadequate or inappropriate;

(3) A final judicial, administrative, or arbitral finding establishing conduct that would justify removal, forfeiture, or disqualification from public office under applicable law; or

(4) Willful violation of court orders, restraining orders, or other legally binding directives relating to city governance or the exercise of city council authority.

(b) Initiation of impeachment proceedings. Impeachment proceedings shall be initiated by a majority vote of the city council members present and eligible to vote, taken in open session to the extent permitted by law. The initiating action shall identify the general grounds for impeachment and the provisions of this article implicated.

(c) Written notice. Upon initiation of impeachment proceedings, the elected or appointed official who is the subject of the proceedings shall be provided with written notice describing the conduct at issue with reasonable specificity,

identifying the applicable standards under this article, and outlining the procedural steps to follow. The notice shall provide no fewer than thirty (30) calendar days before commencement of any impeachment-related proceeding before an independent hearing officer.

(d) Independent hearing officer. Impeachment proceedings shall be conducted before an independent hearing officer retained by the city as authorized by the city council. The hearing officer shall not be a city employee and shall not be subject to the direction or control of the elected or appointed official who is the subject of the proceedings.

To promote neutrality and institutional separation, the city council may authorize retention of the hearing officer through a neutral dispute-resolution provider, such as JAMS, the American Arbitration Association (AAA), Judicate West, or a comparable organization, or may retain a retired judicial officer or similarly qualified neutral with experience in public-sector governance matters.

The hearing officer shall exercise independent judgment and conduct the proceeding consistent with applicable law and the minimum procedural safeguards required for removal-seeking actions. The city council shall not serve as the finder of fact in impeachment proceedings.

The fact that the city council, the city attorney, outside counsel, the city manager, or a designee may retain, coordinate, or provide legal or procedural guidance regarding scope or compliance with law shall not, by itself, compromise the independence of the hearing officer, provided that such guidance does not direct factual findings or recommendations.

(e) Procedure before hearing officer. The elected or appointed official subject to impeachment shall be afforded, at a minimum, a reasonable opportunity to be represented by counsel at their own expense, to submit evidence, and to respond to the allegations before the hearing officer, subject to applicable constitutional, statutory, and common-law rights and privileges.

These procedures establish the minimum procedure applicable to impeachment proceedings under this article and shall not be construed to create a trial-like forum, to adopt evidentiary rules beyond those required by law, or to expand the city's authority beyond that authorized by statute or constitution. Any provision of defense costs or reimbursement shall be governed exclusively by applicable state law.

(f) Written findings and recommendation. Upon conclusion of the proceedings, the independent hearing officer shall issue written findings and a recommendation addressing whether removal or other removal-related action is warranted. The findings shall be based on the record developed and transmitted to the city council for final consideration.

(g) Final Action by city council. Following receipt of the hearing officer's findings and recommendation, and after public comment to the extent required or permitted by law, the city council may take final action in open session by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law. Final action may include acceptance or rejection of the recommendation in whole or in part and, where authorized, removal from office.

(h) Requirement of enabling authority. This section shall not be operative unless and until authority to impeach elected or appointed officials is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the city presently possesses impeachment authority absent such authorization.

Sec. 2-730. - Disqualification from future office following impeachment.

Disqualification under this section is a removal-related governance action, distinct from impeachment. It is intended to address extraordinary circumstances in which an elected or appointed official, having been removed from office following impeachment proceedings, is determined to be unfit to hold future public office due to misconduct demonstrating a fundamental incompatibility with the lawful functioning of city governance or city operations, or with public safety.

Disqualification is not automatic upon impeachment or removal. It is a separate and additional action that may be considered only after completion of impeachment proceedings pursuant to section 2-729 of this article and only where expressly authorized by law.

(a) Relationship to impeachment. Disqualification may be considered only following completion of impeachment proceedings under section 2-729 and only where the city council has taken final action resulting in removal from public office.

(b) Separate vote required. Any determination to disqualify an elected or appointed official from holding future public office shall require a separate vote of the city council, distinct from and subsequent to any vote on impeachment or removal. Disqualification shall not be implied, inferred, or imposed by operation of law absent such separate action.

(c) Voting threshold. Disqualification under this section may be authorized only by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law.

(d) Findings required. Prior to any vote on disqualification, the city council shall adopt written findings, based on the record developed pursuant to division 3 of this article and the findings issued in the impeachment proceeding, that the misconduct at issue demonstrates that the individual's future service in public office would pose a material adverse risk to the lawful functioning of city governance or city

operations, or to public safety.

(e) Scope of disqualification. Any disqualification authorized under this section shall be limited to future service in public office within the City of West Covina, unless broader disqualification is expressly authorized by applicable law. Nothing in this section shall be construed to affect eligibility for state or federal office.

(f) Preservation of electoral authority. Nothing in this section shall be construed to override voter eligibility requirements, recall procedures, or constitutional protections except to the extent expressly authorized by law. Disqualification is intended as an extraordinary governance safeguard and shall be construed narrowly.

(g) Requirement of enabling authority. This section shall not be operative unless and until authority to disqualify elected and appointed officials from future elective office is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the City presently possesses disqualification authority absent such authorization.

SECTION 3. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) calendar days after its adoption. Provisions of Article XII of Chapter 2 of the West Covina Municipal Code that are expressly conditioned on the existence of enabling legislation or constitutional authority, including but not limited to provisions relating to suspension pending adjudication, impeachment, or disqualification from future public office, shall not be operative unless and until such authority is granted, as expressly provided within Article XII. All other provisions of Article XII shall be operative upon the effective date of this Ordinance and shall apply prospectively in accordance with the terms of Article XII.

SECTION 6. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 3rd day of February, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2537 was introduced at a regular meeting of the City Council held on the 20th day of January, 2026, and adopted at a regular meeting of the City Council held on the 3rd day of February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

ATTACHMENT NO. 2

ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "~~CITY COUNCIL~~ CODE OF CONDUCT"

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

WHEREAS, the City of West Covina is a general law city organized and operating under the laws of the State of California; and

WHEREAS, ~~City Council members are~~ elected and appointed officials are entrusted with legislative authority and public responsibilities distinct from those applicable to City employees; and

WHEREAS, the City Council has previously adopted Standing Rules and Rules of Decorum governing the conduct of City Council meetings and the participation of members of the public; and

WHEREAS, the existing Rules of Decorum primarily address real-time conduct during City Council meetings and do not establish a comprehensive, codified framework for addressing alleged misconduct by ~~City Council members~~elected and appointed officials occurring outside meetings or over time, nor do they provide structured procedures for review, investigation, preservation of records, or proportionate governance-based response; and

WHEREAS, on December 16, 2025, the City Council reviewed the City's Standing Rules and Rules of Decorum and provided direction to staff to develop a ~~City Council~~ Code of Conduct to promote orderly, respectful, and effective governance; and

WHEREAS, the City Council has considered the need for a governance-based framework that identifies standards of conduct applicable to ~~City Council members~~elected and appointed officials, establishes structured procedures for reporting, review, investigation, and preservation of records, and provides proportionate, non-employment governance-based responses, short of removal from office, designed to protect the lawful operation and safety of City governance; and

WHEREAS, the City Council recognizes that its authority to address alleged misconduct by elected and appointed officials is subject to constitutional, statutory, and legal limitations, including limitations on impeachment, removal, suspension (including suspension pending adjudication), recall, and criminal enforcement, and that general law cities may not create such authorities by local ordinance absent express enabling legislation or constitutional authority; and

WHEREAS, the City Council desires to codify a ~~City Council~~ Code of Conduct that operates within these legal constraints, preserves constitutional rights, respects the elective nature of public office, and does not create employment-based discipline or criminal or civil enforcement authority; and

WHEREAS, the City Council further desires to require written acknowledgement by ~~City Council members~~elected and appointed officials confirming receipt of and responsibility to comply with the City Council Code of Conduct, in order to ensure notice, transparency, and consistent application of governance-based obligations; and

WHEREAS, the City Council has determined that adoption of a ~~City Council~~ Code of Conduct within the West Covina Municipal Code is reasonably necessary to promote effective governance, reduce legal and operational risk, and maintain public confidence in City institutions; 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 of the City of West Covina hereby makes and adopts as its legislative findings the facts and conclusions set forth in the recitals of this Ordinance.

SECTION 2. Amendment to Chapter 2 of the West Covina Municipal Code. Chapter 2 of the West Covina Municipal Code is hereby amended to add a new Article XII, entitled "~~City Council~~ Code of Conduct," to read in its entirety as follows:

ARTICLE XII. ~~- CITY COUNCIL -~~ CODE OF CONDUCT

DIVISION 1 – GENERAL PROVISIONS

Sec. 2-700. - Purpose and scope.

(a) The city council adopts this article to promote sound city governance, protect the integrity of city operations, and reduce material adverse legal, financial, and operational risk to the city arising from alleged misconduct by ~~members of the city council~~the city's elected and appointed officials.

(b) Public agencies nationwide, including at the federal, state, and local levels, have increasingly adopted formal codes of conduct for elected and appointed officials in response to evolving legal standards, heightened public expectations, and increased reporting of conduct-related concerns affecting governmental

operations. Such codes are intended to establish clear expectations and structured, transparent processes for addressing concerns involving elected and appointed officials in a manner consistent with applicable law and the ~~elective~~ nature of public office.

~~(a)~~ While ~~city council members~~elected and appointed officials do not manage day-to-day city operations, misconduct

(c) occurring while acting in an official capacity or in connection with city business may materially affect city operations and interactions among persons and entities, and may create material adverse risk to city governance.

(d) This article is adopted for governance and material adverse risk-management purposes only. It is intended to establish clear standards and lawful procedures for addressing alleged misconduct by ~~city council members~~elected and appointed officials and to authorize measured, proportionate governance-based measures designed to protect the city and city governance from material adverse risk.

(e) Nothing in this article is intended to punish lawful political expression, alter the elective nature of public office, interfere with the good-faith exercise of legislative discretion, establish criminal, civil, or quasi-judicial enforcement authority, replace or supersede enforcement authority conferred by state or federal law, or require the City to make findings regarding criminal liability or civil fault.

Sec. 2-701. - Definitions.

For purposes of this article, the following terms shall have the meanings set forth below:

“City business” means any matter relating to the operations, functions, services, policies, contracts, proceedings, or official activities of the city.

“City governance” means the legislative, policy-making, oversight, and decision-making functions of the city council, including participation in city council meetings, committees, appointments, and interactions undertaken in an official or representative capacity.

“City operations” means the administrative, managerial, and operational activities of the city undertaken to implement, execute, or carry out city policies, programs, services, contracts, proceedings, and decisions, including the day-to-day functions performed by city officers, employees, contractors, and agents in support of city governance.

“Communications” means any oral, written, electronic, visual, or digital transmission or dissemination of information, ideas, instructions, or messages, regardless of form or medium, including correspondence, emails, text messages, instant messages, direct messages, social media posts, comments, replies, reactions, shared content, livestreams, stories, voicemails, video messages, memoranda, notes, and any associated metadata.

"Documents" means all writings and recorded information, whether tangible or intangible, regardless of form or medium, including paper, electronic, digital, audio, visual, or data-based materials. Documents include letters, memoranda, notes, reports, drafts, photographs, recordings, spreadsheets, presentations, calendars, logs, databases, electronically stored information, metadata, and versions thereof. Documents also include content generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants, including prompts, queries, responses, outputs, drafts, summaries, or analyses, to the extent such content relates to city business or city governance.

"Entities" means any organization, body, association, business, governmental unit, agency, board, commission, partnership, corporation, nonprofit organization, or other collective or institutional body, whether public or private.

"Governance-based measures" means non-employment actions authorized by this article that are intended to protect city governance, city operations, and city personnel, and that regulate the exercise of office rather than the holding of office. Governance-based measures may include limitations on participation in specified proceedings, removal from committee or liaison assignments, training or educational requirements, communication or contact parameters, or other lawful measures short of removal from office.

"Misconduct" means conduct by ~~a city council member~~an elected or appointed official that relates to city business or city governance and that violates the standards of conduct set forth in this article.

"Official capacity" means actions taken by ~~a city council member~~an elected or appointed official while performing official functions, acting in a representative role, exercising the authority or influence of office, or purporting to act on behalf of the city.

"Persons" means any individual, including city officials, city employees, appointed officials, contractors, consultants, volunteers, members of the public, or other natural persons.

"Personal gain" means any direct or indirect benefit, advantage, or interest, whether financial or non-financial, received or sought by ~~a city council member~~an elected or appointed official or by another person or entity with whom the ~~city council member~~elected or appointed official has a personal, familial, business, or political relationship.

"Records" means any document, communication, or other recorded information, regardless of form or medium, that is prepared, generated, received, owned, used, retained, stored, transmitted, or maintained by a city council member in connection with city business or city governance, including copies, excerpts, drafts, and versions thereof. Records include, but are not limited to, information stored in paper, electronic, digital, audio, visual, or data-based form; information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or collaboration tools; and information generated, stored, transmitted, or relied upon through artificial intelligence

tools, automated systems, or digital assistants. This includes prompts, queries, inputs, outputs, drafts, summaries, analyses, metadata, logs, and version histories, to the extent such information relates to city business or city governance.

"Suspension" means a temporary restriction on the exercise of all city-related duties, authorities, and functions of ~~a city council member~~an elected or appointed official during the pendency of a review, investigation, proceeding, or external matter, imposed solely to the extent authorized by law. Suspension does not constitute removal from office and is intended as a protective, non-final governance status rather than a determination of misconduct or imposition of punishment.~~-~~

Sec. 2-702. - Applicability.

(a) This article applies to ~~members of the city council~~elected and appointed officials with respect to misconduct occurring in an official capacity, in connection with city business, or that otherwise materially affects the integrity or safety of city governance or the lawful functioning of city operations, including misconduct involving or directed toward persons or entities participating in or affected by city governance or city operations.

(b) This article authorizes governance-based measures reasonably necessary to protect city governance, the lawful functioning of city operations, city personnel, and members of the public, and operates independently of, and in addition to, any consequences imposed by state or federal law.

Sec. 2-703. - Acknowledgment.

~~As a condition of assuming office and as an ongoing obligation during service, each city council member~~Each elected and appointed official shall execute a written acknowledgement confirming receipt of, familiarity with, and agreement to comply with the provisions of this article, the city's rules of decorum and city policies regarding ~~city council~~their conduct.

The acknowledgement required by this section is intended to ensure that ~~city council members~~elected and appointed officials are fully informed of the standards relating to misconduct, procedural obligations, preservation requirements, and the governance-based measures established by this article, and to document notice and acceptance of those obligations.

(a) Timing of acknowledgement. Each ~~city council member~~elected and appointed official shall execute the acknowledgement required by this section at the following times:

(1) Upon filing nomination papers or other documentation required to qualify as a candidate for City Council, to the extent permitted by law;

(2) ~~As a condition of assuming office, contemporaneously~~Contemporaneously with the execution of the oath of office required by law; and

(3) Upon re-election, appointment, or commencement of a new term of office.

Execution of the acknowledgement is intended to provide notice of, and assent to, the obligations set forth in this Code and city policies relating to city governance, city operations, and governance-based measures. ~~To the extent permitted by law, execution of the acknowledgement may be required as a condition of participation in city council meetings and other city governance activities.~~

Failure to execute the acknowledgement shall not invalidate an election or appointment, but may delay assumption of duties or participation in city council meetings and other city governance activities and may be considered in determining appropriate governance-based measures under this article, consistent with applicable law.

(b) Form of acknowledgement. The acknowledgement shall be in the form set forth in subsection (c) of this section and shall be executed without modification, except as approved by the city attorney for non-substantive formatting purposes.

(c) Required acknowledgement language. The acknowledgement executed by each ~~City Council member~~elected or appointed official shall state, verbatim, as follows:

"By executing this acknowledgement, I confirm that I have been provided notice of the obligations set forth in Article XII of Chapter 2 of the West Covina Municipal Code, the City's Rules of Decorum, and City policies regarding ~~City Council~~ conduct and acknowledge my responsibility to comply with those obligations during my service as ~~a City Council member~~an elected or appointed official, subject to applicable law.

I further acknowledge that I am executing this acknowledgement knowingly and voluntarily, without duress, coercion, or undue influence, and that I have had the opportunity to consult with legal counsel of my choosing regarding this acknowledgement and the obligations described herein."

(d) Retention of acknowledgement. Executed acknowledgements shall be retained by the city clerk as a public record to the extent permitted by law.

(e) Effect of failure to execute. Failure to execute the acknowledgement required by this section shall not invalidate the applicability of this article but may be considered in determining appropriate governance-based measures under division 4 of this article, to the extent permitted by law.

(f) No waiver of rights. Nothing in this section or in the acknowledgement required hereby shall be construed to waive any constitutional, statutory, or common-law

right, to create an employment relationship, or to expand the city's authority beyond that provided by law.

Sec. 2-704. - Construction.

This article shall be construed and applied consistently with the California Constitution, applicable state and federal law, and the ~~elective~~ nature of public office. Nothing in this article shall be interpreted to expand municipal authority beyond that granted by law or to impair any right preserved by statute or constitution.

(a) Preservation of individual and constitutional rights. Nothing in this article shall be construed to waive, limit, or require the waiver of any constitutional, statutory, or common-law right or privilege of ~~a city council member~~an elected or appointed official, including the right to seek judicial review of any action taken pursuant to this article or the right against self- incrimination.

The procedures established by this article are governance-based in nature and are intended to provide structured responses and minimum procedural protections. They shall not be construed to create additional substantive rights, entitlements, causes of action, or adjudicatory proceedings.

(b) ~~Elective nature~~Nature of public office; no employment relationship. ~~Members of the city council are elected~~Elected and appointed officials and are not employees of the city for any purpose.

Nothing in this article shall be construed to create an employment relationship between the city and any ~~city council member~~elected or appointed official, to subject ~~city council members~~elected or appointed officials to personnel rules or employment discipline, or to alter the ~~elective~~ nature of ~~city council~~public office.

(c) Relationship to other laws, remedies, and enforcement authorities. This article does not replace, supersede, duplicate, or limit any remedy, enforcement mechanism, or proceeding otherwise available under state or federal law, including criminal prosecution, civil enforcement, administrative proceedings, recall, quo warranto, forfeiture, vacancy provisions, or enforcement authority vested in courts, the Fair Political Practices Commission, or other regulatory bodies.

Governance-based measures authorized by this article are cumulative and may be imposed independently of, and concurrently with, other lawful actions. Alleged misconduct may be referred to external authorities as provided in this article, and the city council may rely on external findings or orders to the extent authorized by law.

Nothing in this article shall be construed to convert city council action into a criminal, civil, or quasi-judicial enforcement mechanism.

(d) Legislative discretion and protected activity. Nothing in this article shall be construed to regulate or prohibit lawful political disagreement, criticism of policy positions, robust debate during ~~city council~~public meetings, lawful political speech, campaign activity conducted in a personal capacity, or other expression protected by the United States or California Constitutions.

Nothing in this article shall be construed to prohibit lawful legislative inquiry, oversight, policy advocacy, or participation in authorized city governance activities, provided such activities are conducted through appropriate channels and do not involve misuse of city authority, resources, or access, or interference with the lawful functioning of city operations.

The standards set forth in this article shall be applied narrowly and in a manner consistent with constitutional protections and the good-faith exercise of legislative judgment.

(e) Governance harm and construction standard. In applying this article, the city council may consider whether misconduct, viewed in context, creates a material adverse risk to the integrity, fairness, independence, or lawful functioning of city governance, even where such misconduct does not independently constitute a violation of criminal or civil law.

This article shall be interpreted and applied in a manner that favors its lawful application and effectuates its purpose of protecting city governance and the lawful functioning of city operations. Any ambiguity shall be resolved consistent with applicable law and the city council's intent to act within the bounds of its authority.

(f) Prospective application. This article shall apply prospectively to all ~~city council members~~elected and appointed officials serving on or after its effective date, including members in office at the time of adoption.

Nothing in this article shall be construed to impose governance-based measures, censure, limitations, escalation, or removal-seeking action based solely on misconduct fully completed prior to the effective date. However, nothing shall preclude consideration of misconduct occurring on or after the effective date, or reliance on investigative findings, advisory findings, external findings, or court orders issued on or after the effective date, even where such findings relate in whole or in part to earlier conduct, provided that any governance-based measure is imposed prospectively and is reasonably necessary to address present or ongoing material adverse risk to city governance or the lawful functioning of city operations.

(g) Relationship to rules of decorum. Nothing in this article limits the authority of the presiding officer to maintain order and decorum during ~~city council~~public meetings pursuant to sections 2-47 through 2-52 of this Code.

As applied to ~~city council members~~elected and appointed officials, the standards of conduct, review, investigation, and governance-based measures set forth in this article govern alleged misconduct occurring inside or outside ~~city council~~public meetings and supplement, and, where applicable, supersede, decorum provisions addressing ~~council member~~elected and appointed officials' conduct during public meetings. Rules of decorum applicable to members of the public remain fully in effect and are not modified by this article.

(h) Severability. If any provision of this article, or its application to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this article. The city council declares that it would have adopted this article and each provision thereof irrespective of the invalidity of any other provision.

DIVISION 2 – STANDARDS OF CONDUCT

Sec. 2-705. - General standards of conduct.

~~Members~~Elected and appointed officials of the city ~~council~~ shall conduct themselves in a manner that preserves lawful functioning and safety of city governance and city operations and that complies with applicable law and the obligations of public office.

For purposes of this division, misconduct may occur through direct action or through indirect action, including by acting through intermediaries, proxies, third parties, or other persons or entities, or by directing, encouraging, facilitating, or knowingly permitting another to engage or attempt to engage in conduct that the ~~city council member~~elected or appointed official could not lawfully undertake directly.

~~City council members~~Elected and appointed officials shall not engage or attempt to engage in misconduct relating to city business or city governance that interferes with the lawful functioning of city governance or city operations, undermines the integrity or independence of city governance, impedes the ability of persons or entities to lawfully participate in or carry out city functions, or otherwise creates a foreseeable material adverse risk of legal or operational harm to the city.

(a) Governance-focused obligations. The standards set forth in this division are intended to address misconduct that affects city governance or the lawful functioning of city operations. These standards do not regulate personal morality or private conduct unrelated to city business or city governance.

(b) Scope of application. Misconduct subject to this division includes actions taken by ~~a city council member~~an elected or appointed official in an official capacity, under color of office, in connection with city business, or in circumstances where the use or misuse of city authority, resources, access, or influence materially affects city governance or the lawful functioning of city operations.

(c) Relationship to review, investigation, and escalation. The standards set forth in this division provide the substantive basis for review, investigation, and governance-based measures under divisions 3 and 4 of this article. A determination that misconduct may fall within one or more provisions of this division does not constitute a finding of misconduct, but may warrant review, investigation, interim governance-based measures, or other action pursuant to those divisions.

Sec. 2-706. - Abuse of position or influence.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in the misuse of the authority, prestige, access, or influence of ~~elected~~public office in a manner that exceeds lawful ~~city council~~ authority, interferes with or circumvents the lawful functioning of city governance or city operations, or is otherwise inconsistent with applicable law, adopted city policy, or the respective roles and responsibilities of city officials and staff.

For purposes of this section, abuse of position or influence includes misconduct that exploits or attempts to exploit the unique powers, visibility, or perceived authority of ~~city council~~public office to obtain improper advantage or to coerce, pressure, or improperly influence persons or entities in connection with city business or city governance.

(a) Improper direction or pressure. ~~A city council member~~An elected or appointed official shall not direct, attempt to direct, pressure, attempt to pressure, or coerce persons or entities to take or refrain from action outside ~~the~~of lawful authority ~~of the city council~~, or in a manner inconsistent with applicable law, adopted city policy, or the lawful functioning of city governance or city operations.

(b) Preferential treatment and improper advantage. ~~A city council member~~An elected or appointed official shall not use or attempt to use the title, status, access, or perceived authority of ~~city council~~public office to obtain or attempt to obtain preferential treatment, special access, or other improper advantage for themselves or for any other person or entity in connection with city business or city governance.

(c) Interference with independent functions. ~~A city council member~~An elected or appointed official shall not interfere or attempt to interfere with administrative, regulatory, enforcement, investigatory, or quasi-judicial matters in a manner inconsistent with applicable law or established city authority, including by attempting to influence outcomes outside authorized roles or channels.

(d) Misrepresentation of authority. ~~A city council member~~An elected or appointed official shall not represent, state, imply, or attempt to represent, state, or imply that a personal position, directive, or demand reflects an official decision, policy, or position of the city or city council when no such authorization exists.

Sec. 2-707. - Improper conduct towards participants.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that is directed toward any person or entity, including another ~~city council member~~elected or appointed official, and that has the purpose or effect of obstructing, chilling, intimidating, coercing, or otherwise interfering with that person's or entity's lawful participation in city governance or the lawful functioning of city operations.

(a) Improper conduct toward participants. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in threatening, intimidating, abusive, demeaning, hostile, or coercive conduct toward any person or entity in connection with that person's or entity's lawful participation in city governance or involvement with city operations.

(b) Adverse conduct in response to participation. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity raised concerns, made reports, provided information, participated in investigations or advisory proceedings, engaged in protected activity, or refused to take action that would be inconsistent with applicable law or adopted city policy.

(c) Misuse of office to target participants. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in the misuse of the platform, authority, access, or visibility of ~~city council~~public office to single out, demean, threaten, pressure, or subject any person or entity, including another ~~city council member~~elected or appointed official, to adverse treatment in a manner that interferes with that person's or entity's lawful ability to participate in city governance or to carry out functions related to city operations.

Sec. 2-708. - Ethics, conflicts of interest, and self-dealing.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves conflicts of interest, self-dealing, or misuse of ~~city~~public office for personal gain, and that undermines the integrity, fairness, or lawful functioning of city governance or city operations.

(a) Conflicts of Interest. ~~A city council member~~An elected or appointed official shall not participate in, influence, or attempt to influence any city decision, action, or matter in which the ~~member~~official has a financial interest or other disqualifying interest under applicable law, or where participation would materially compromise the integrity or impartiality of city governance. Failure to disclose a conflict of interest, failure to recuse where required, or participation notwithstanding a known conflict may constitute misconduct under this section.

(b) Gifts, benefits, and improper advantages. ~~A city council member~~An elected or appointed official shall not solicit, accept, receive, or attempt to solicit, accept, or

receive gifts, benefits, favors, services, or other things of value in connection with city business in a manner that violates applicable law or that involves personal gain in exchange for the exercise, attempted exercise, or misuse of city authority. Misconduct under this subsection may occur regardless of whether a gift or benefit is ultimately received or exceeds statutory thresholds.

(c) Self-dealing and preferential treatment. ~~A city council member~~An elected or appointed official shall not use or attempt to use city office, authority, access, or influence to secure personal gain for themselves or to confer improper benefit on any person or entity in connection with city business or city governance. Self-dealing includes steering contracts, permits, approvals, or other city benefits; exerting pressure on representatives of city operations to favor particular outcomes; or intervening in city matters for private advantage.

(d) Use of insider or nonpublic information. ~~A city council member~~An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged information obtained through ~~city council~~public office for personal gain, private advantage, or to benefit any person or entity, or in a manner that undermines the lawful functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure of information received or discussed during closed session meetings of the city council or its committees, to the extent such disclosure is prohibited by law.

(e) Circumvention of ethics safeguards. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in actions intended to evade, circumvent, or nullify ethics, disclosure, or recusal requirements imposed by law or adopted by the city, including by acting through intermediaries, proxies, or other persons or entities.

Sec. 2-709. - Material misrepresentations and concealments.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves a knowing or intentional material misrepresentation or material concealment, and that undermines the integrity, transparency, or lawful functioning of city governance or city operations.

This section addresses governance harms arising from material false statements, material omissions, material concealment of information, or other conduct that materially interferes with the city's ability to make informed decisions, carry out lawful review or investigation, or perform its governance functions, regardless of whether such conduct results in criminal, civil, or administrative enforcement action.

(a) Material misrepresentation. ~~A city council member~~An elected or appointed official shall not knowingly or intentionally make, cause to be made, or attempt to make a false or materially misleading statement, representation, or omission

in an official capacity, under color of office, or in connection with city business, where the statement, representation, or omission is material to city governance, city operations, or city decision-making. This subsection applies to communications made to persons or entities, including city staff, other ~~city council members~~elected or appointed officials, investigators, advisory fact-finders, or members of the public, where such communications concern city business or city governance.

(b) Material concealment of information. ~~A city council member~~An elected or appointed official shall not knowingly or intentionally conceal, withhold, delay, obscure, or attempt to conceal, withhold, delay, or obscure material information relevant to city business or city governance where disclosure is required by law, reasonably necessary for informed decision-making, or necessary to ensure the lawful functioning of city governance or city operations.

(c) Material interference with truth-finding. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in conduct intended to materially interfere with the city's ability to ascertain the truth or to reach lawful, informed outcomes in connection with city business or city governance. Material interference with truth-finding includes, but is not limited to, providing materially incomplete, misleading, or deceptive information; directing, encouraging, or knowingly permitting others to provide materially false or misleading information; intentionally delaying proceedings, disclosures, cooperation, or responses where such delay is material to obstructing review, investigation, or decision-making; attempting to influence, disrupt, or affect the scope, timing, process, or outcome of administrative, investigatory, regulatory, enforcement, or advisory matters through misuse of authority, access, or influence; using authority or influence to pressure, discourage, or manipulate participants, witnesses, investigators, or advisory fact-finders; or attempting to influence the material content, scope, timing, or outcome of investigative, advisory, or review findings through misrepresentation, concealment, delay, or other obstructive conduct.

Sec. 2-710. - Misuse of city resources or information.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves the misuse of city resources, city property, or city information in a manner inconsistent with applicable law, adopted city policy, or the lawful functioning of city governance or city operations.

(a) Use of city resources. ~~A city council member~~An elected or appointed official shall not use or attempt to use, or direct or attempt to direct the use of, city staff time, facilities, equipment, systems, funds, or other city resources for personal, political, campaign-related, or other non-city purposes, except where such use is expressly permitted by law or adopted city policy.

(b) Improper direction of city operations. City governance is exercised collectively by the city council, while the city manager is responsible for the administration of city operations and the management of city departments, officers, employees, and agents. ~~A city council member~~An elected or appointed official shall not direct, request, encourage, or attempt to direct, request, or encourage any person or entity involved in city operations, including city employees, contractors, or consultants, to perform tasks unrelated to city business, outside the scope of lawful city operations, or in furtherance of personal, political, or other improper interests.

(c) Use and disclosure of city information. ~~A city council member~~An elected or appointed official shall not use, disclose, rely upon, or attempt to use, disclose, or rely upon nonpublic, confidential, or privileged city information obtained through ~~city council~~public office for purposes unrelated to city business or in a manner that undermines the integrity, fairness, or lawful functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.~~-~~

Sec. 2-711. - Election-related misconduct.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct that involves the misuse of the powers, privileges, resources, access, or visibility of ~~elected~~public office in connection with any election, ballot measure, or political campaign, and that undermines the integrity, neutrality, or lawful functioning of city governance or city operations.

(a) Misuse of office in connection with elections. ~~A city council member~~An elected or appointed official shall not use or attempt to use city authority, city resources, city information, or the status of ~~elected~~public office to support or oppose any candidate, ballot measure, or political campaign in a manner inconsistent with applicable law or adopted city policy.

(b) Use of office for electoral advantage. ~~A city council member~~An elected or appointed official shall not use or attempt to use the fact of holding ~~city council~~public office, or the authority, access, or visibility associated with that office, during an election cycle or in connection with electoral activity, to condition access to city governance or city operations, or the receipt of city services or benefits, on political support, opposition, or activity.

(c) Adverse conduct based on political activity. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity engaged in lawful political activity, including supporting or opposing a candidate or ballot measure, participating in a campaign, or declining to engage in political activity.

(d) Campaign-related use of city information. ~~A city council member~~An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged city information obtained through ~~city council~~public office for campaign-related purposes or to obtain political advantage. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

(e) Interference with impartial administration. ~~A city council member~~An elected or appointed official shall not interfere or attempt to interfere with the impartial administration of city operations, including city services, programs, or regulatory functions, for the purpose of influencing electoral outcomes or conferring political advantage.

Sec. 2-712. - Public safety and threatening conduct.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that threatens, endangers, or reasonably places at risk the safety or security of persons or entities, including city officials, city employees, contractors, volunteers, other ~~city council members~~elected or appointed officials, or members of the public who are lawfully participating in city governance or involved with city operations.

This section addresses conduct that jeopardizes public safety, impairs the city's ability to maintain safe and secure city operations, or interferes with the lawful functioning of city governance through intimidation, coercion, or threatened or actual violence.

(a) Threatening or violent conduct. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in conduct involving threats of violence, acts of violence, stalking, intimidation, coercion, or other behavior that would reasonably be perceived as threatening when directed at any person or entity in connection with city business, city governance, or city operations.

(b) Credible threats and safety risks. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in conduct that gives rise to a credible threat to the safety of any person or entity involved in city governance or city operations, including conduct that results in the issuance, consideration, or enforcement of a workplace violence restraining order, civil harassment restraining order, criminal protective order, or other court-ordered safety restriction.

(c) Use of authority to intimidate or coerce. ~~A city council member~~An elected or appointed official shall not use or attempt to use the authority, access, or visibility of ~~city council~~public office to intimidate, pressure, or coerce any person or entity

in a manner that creates reasonable fear, deters lawful participation in city governance or city operations, or compromises personal safety.

(d) Disruption of safe city operations. ~~A city council member~~An elected or appointed official shall not engage or attempt to engage in conduct that interferes with the city's ability to maintain safe workplaces, conduct meetings securely, or protect persons or entities participating in city governance or city operations, including conduct that necessitates extraordinary security measures or materially disrupts normal city operations.

(e) Relationship to external safety orders. Where misconduct described in this section results in, or is subject to, a court-issued protective order, restraining order, or other legally binding safety directive, the city council may rely on such order pursuant to section 2-726 of this article and may take immediate governance-based measures where reasonably necessary to ensure compliance and protect public safety and the lawful functioning of city governance or city operations.

Sec. 2-713. – Conduct undermining the lawful functioning of city governance or city operations.

~~A city council member~~An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that, when viewed in context, undermines the lawful functioning of city governance or city operations, and that is not otherwise expressly addressed in sections 2-706 through 2-712 of this article.

This section addresses novel, emergent, or circumvention-based misconduct that poses a material adverse risk to the lawful functioning of city governance or city operations but does not fall squarely within a specifically enumerated standard of conduct. This section shall be applied narrowly and only in a manner consistent with the purposes and limitations of this article.

(a) Residual application. This section applies only where the misconduct at issue is not expressly governed by another provision of division 2 of this article and where reliance on this section is reasonably necessary to protect the lawful functioning of city governance or city operations.

(b) Pattern-based or circumvention conduct. Misconduct undermining the lawful functioning of city governance or city operations may include repeated or patterned conduct that, taken as a whole, materially compromises the orderly and lawful functioning of city governance or city operations, or conduct intended to evade, circumvent, or nullify the application of this article or other lawful governance safeguards adopted by the city.

(c) Limitation on use. This section shall not be used as a substitute for establishing

violations of specific standards of conduct where such standards are applicable, nor shall it be applied in a manner that expands the scope of this article beyond its governance-focused purposes.

DIVISION 3 – REPORTING AND REVIEW

Sec. 2-714. - Overview.

(a) This division establishes the procedures by which the city may receive, review, and respond to information regarding alleged misconduct by ~~a city council member.~~an elected or appointed official. The purpose of this division is to provide a structured, transparent, and lawful framework for evaluating information, developing facts where appropriate, and determining whether governance-based measures are reasonably necessary to protect the integrity, safety, and lawful functioning of city governance or city operations.

(b) The provisions of this division are administrative and protective in nature. They are intended to ensure that concerns relating to misconduct described in division 2 of this article are addressed in an orderly, proportionate, and legally compliant manner. The receipt of information, initiation of review, authorization of early governance-based interventions, commencement of investigation, or consideration of action under this division does not constitute a finding of misconduct and does not require the imposition of any governance-based measure.

(c) This division is designed to operate progressively. Information may be screened, reviewed, addressed through early governance-based interventions, investigated, or escalated depending on the nature of the information received, the reliability and source of that information, the existence of external findings or court orders, and the degree of material adverse risk presented to city governance, city operations, or the safety of persons or entities. Not every report or item of information will warrant investigation or further action.

(d) Action under this division is discretionary and shall be undertaken only where reasonably necessary to protect city governance, the lawful functioning of city operations, or the rights and safety of persons or entities involved in city matters. Nothing in this division requires the city council to initiate review, authorize investigation, or impose governance-based measures in response to any particular report, allegation, or request for action.

(e) This division is intended to function in coordination with division 2 of this article, which defines standards of misconduct, and division 4 of this article, which governs escalation and governance-based measures. Nothing in this division shall be construed to limit the city's obligation to comply with mandatory reporting, referral, or enforcement requirements imposed by state or federal law, nor to preclude reliance on external findings or court orders where authorized

under this article.

(f) Nothing in this division shall be construed to require the city council to initiate independent fact-finding in any particular matter, to limit the city council's discretion under this division, to supersede proceedings conducted by courts or other tribunals, or to expand the city's authority to impose discipline, suspension, or removal beyond that provided by law.

Sec. 2-715. - Preliminary administrative review by city manager or designee.

Information concerning alleged misconduct by ~~a city council member~~an elected or appointed official may be received from any source, including members of the public, city employees, other ~~city council members~~elected or appointed officials, court orders or findings, or other reliable information. Receipt of such information does not, by itself, constitute initiation of review or action under this division.

Except as provided in subsection (b), all such information shall be referred to the city manager or the city manager's designee for preliminary administrative review. The purpose of the preliminary review is limited, non-adjudicative, and administrative in nature.

(a) Scope of preliminary review. The preliminary review shall be confined to threshold considerations only and shall not include factual findings, credibility determinations, or conclusions regarding whether misconduct occurred. In conducting the preliminary review, the city manager or designee may consider, among other relevant factors:

(1) Whether the information concerns conduct by ~~a city council member~~an elected or appointed official;

(2) Whether the alleged conduct, if true, could fall within one or more provisions of division 2 of this article;

(3) Whether the information is duplicative of matters previously reviewed or resolved under this article or other lawful processes, absent materially new information;

(4) Whether the information reasonably indicates a material adverse risk to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and

(5) Whether the information concerns conduct that is sufficiently current or concrete to warrant consideration under this division, as opposed to conduct that is remote in time, speculative, or based solely on anticipated future actions.

The city manager or designee is not required to make affirmative findings as to each factor and may refer the matter to the city council whenever, in the city manager's administrative judgment, further consideration under this division may be warranted.

(b) Alternate preliminary reviewer. If the city manager is a complainant, a respondent, or otherwise directly involved in the matter under review, the preliminary administrative review shall be conducted by the human resources director or by a pre-designated neutral department head identified by resolution or administrative order of the city.

An alternate reviewer acting under this subsection shall have the same authority, limitations, and obligations as the city manager for purposes of this section.

(c) Administrative closure and notice. If the preliminary administrative review determines that referral to the city council is not warranted, the matter may be closed at the administrative level.

In the event of administrative closure, the city manager, designee, or alternate reviewer shall provide written notice to the complainant stating that the information submitted has been reviewed and that it has been determined that no further action under this division is warranted at this time. The notice need not include factual findings, legal analysis, or any explanation beyond that statement, and the city manager, designee, or alternate reviewer shall not be required to provide any additional information regarding the basis for the determination.

Administrative closure does not preclude future review if materially new information is later received.

(d) Referral to city council. If the city manager, designee, or alternate reviewer determines that further consideration may be warranted, the matter shall be referred to the city council for consideration under section 2-716. Referral shall be neutral, non-adjudicative, and limited to summarizing the information received and the basis for referral. The referral shall not include recommendations regarding findings, outcomes, or governance-based measures.

(e) Limitations on individual briefings. The city manager, designee, or alternate reviewer shall not individually brief, consult with, or advise city council members regarding the merits of the matter outside a duly noticed meeting, except as expressly permitted by law.

Sec. 2-716. - Secondary administrative review by city council and threshold action.

Upon referral pursuant to section 2-715, the city council shall consider the matter in a

duly noticed meeting, in open or closed session as authorized by law. Authority under this section is exercised collectively by the city council by a majority vote of the city council members present and eligible to vote, unless otherwise expressly stated in this article.

(a) Recusal of affected council members. If the matter under consideration involves a city council member as a complainant, reporting party, or respondent, that city council member shall recuse themselves from participation, including discussion, deliberation, and voting, with respect to actions taken under this section and any subsequent sections of this division relating to the same matter, except as otherwise required by law.

(b) Nature of city council consideration. City council consideration under this section is threshold and administrative in nature. The city council shall not make factual findings, credibility determinations, or conclusions regarding whether misconduct occurred at this stage.

(c) Threshold actions available to city council. After consideration of the information referred under section 2-715, the city council may, by majority vote and consistent with applicable law:

(1) Decline to initiate further review or action under this division;

(2) Request additional administrative clarification from the city manager, designee, or alternate reviewer, without authorizing investigation;

(3) Authorize early, non-adversarial governance-based interventions, including facilitated governance discussions or mediation where appropriate and permitted by law;

(4) Direct issuance of a preservation notice pursuant to section 2-717;

(5) Authorize an investigation pursuant to section 2-718;

(6) Authorize interim governance-based measures where reasonably necessary to address a material adverse risk to the lawful functioning of city governance or city operations, or to protect the safety of persons or entities; or

(7) Take any other action expressly authorized by this division and consistent with applicable law.

~~(a)~~ Notice of city council determination. If the city council determines, by majority vote, that no further review or action under this division is warranted, the city shall provide written notice to the complainant stating that the city council has considered the matter and determined that no further action under this division is warranted at this time.

The notice shall not include factual findings, legal conclusions, or explanations

beyond that statement, and shall expressly state that the city council has made no finding regarding the merits of the information submitted.

(d) Closed session reporting. Where city council consideration under this section occurs in closed session, any report out of closed session shall be limited to the extent required or permitted by law and may state only that the city council considered a matter pursuant to this division and took the action reflected in subsection (c), without identifying the subject of the matter or disclosing confidential information.

(e) No mandatory action. Nothing in this section requires the city council to authorize investigation, issue a preservation notice, or impose governance-based measures in response to any particular report, allegation, or request for action.

Sec. 2-717. - Preservation of documents, communications, and records.

Upon direction of the city council pursuant to section 2-716, the city shall issue a written preservation notice in connection with further review, investigation, or potential action under this division.

(a) Preservation obligation. The ~~city council member~~elected or appointed official who is the subject of the matter shall preserve all documents, communications, and records reasonably related to the matters identified in the preservation notice. Preservation is required regardless of whether the information is favorable or unfavorable to any person or entity.

The preservation obligation applies to information in the possession, custody, or control of the ~~city council member~~elected or appointed official that relates to city business or city governance, including information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or artificial intelligence tools, to the extent such information relates to city matters.

Compliance with a preservation notice issued under this section is in addition to, and does not replace, any preservation, retention, or disclosure obligations imposed by adopted city policy or by applicable state or federal law, including public records, litigation hold, or records retention requirements.

(b) Scope and conduct of preservation. During the preservation period, ~~a city council member~~an elected or appointed official shall not destroy, alter, delete, overwrite, conceal, or cause the destruction, alteration, or concealment of any document, communication, or record subject to preservation.

Preservation under this section does not require disclosure, production, inspection, or access to preserved materials, and does not authorize searches, seizures, compelled production, or access by the city beyond that otherwise permitted by

law.

(c) Duration of preservation. The preservation obligation shall remain in effect until the ~~city council member~~elected or appointed official receives written notice that review, investigation, and any related proceedings under this division have concluded and that preservation is no longer required.

(d) Additional preservation notices. Where reasonably necessary to protect the integrity of review or investigation, preservation notices may also be issued to other persons or entities subject to the city's lawful authority, consistent with applicable law.

(e) Effect of noncompliance. Failure to comply with a preservation notice issued under this section may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(f) No waiver of rights. Nothing in this section shall be construed to waive or limit any constitutional, statutory, or common-law right or privilege, including privileges relating to attorney-client communications, work product, or privacy.

Sec. 2-718. - Investigation.

Where the city council authorizes an investigation pursuant to section 2-716, or where investigation is otherwise required by applicable state or federal law and is initiated by the appropriate city official consistent with such law, the city shall initiate an investigation for the purpose of developing an appropriate factual record.

An investigation under this section is administrative and fact-finding in nature. ~~it~~It is intended to inform the city council's consideration of governance-based measures or escalation under this article and shall not constitute a criminal, civil, or adjudicatory proceeding.

(g) Authorization and purpose. An investigation may be initiated only upon authorization by the city council pursuant to section 2-716, or where investigation is required by applicable law. The purpose of an investigation is to gather information relevant to alleged misconduct and to assess whether governance- based measures or escalation under this article may be warranted.

(h) Independence of investigator. Any investigation conducted pursuant to this section shall be performed by an independent investigator retained or administered by the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city.

The investigator shall not be a city employee, shall not be the city attorney, and shall not be subject to the direction or control of the ~~city council member~~elected

or appointed official who is the subject of the investigation. The investigator shall possess appropriate training and experience in conducting public-sector investigations and shall exercise independent professional judgment.

The fact that the city attorney, outside counsel, the city manager, or the city manager's designee may retain, coordinate, or administer the engagement of the investigator, or provide legal guidance regarding scope, procedure, or compliance with applicable law, shall not, by itself, compromise the investigator's independence, provided that such involvement does not direct factual findings, credibility determinations, or investigative conclusions.

Communications with the city attorney or outside counsel for purposes of legal advice or procedural guidance shall be protected to the extent permitted by law.

(i) Scope and method of investigation. The scope of an investigation shall be reasonably tailored to the nature of the alleged misconduct, the information available, and the degree of material adverse risk identified. The city council retains discretion to define or refine the scope, duration, and subject matter of the investigation consistent with this article and applicable law.

(j) Investigatory activities. An investigation may include review of documents, communications, and records; examination of publicly available information; and interviews of individuals who agree to participate.

(k) Participation by subject ~~city council member. The city council member~~elected or appointed official. The elected or appointed official who is the subject of the investigation shall be provided an opportunity to participate and to respond in good faith, including by providing information and participating in interviews, subject to applicable constitutional, statutory, and common-law rights and privileges.

Failure to cooperate in good faith may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(l) Participation by city employees and others. City employees shall participate in investigations to the extent required by applicable law and adopted city policy and subject to any rights or protections afforded by law.

Participation by individuals other than the subject ~~city council member or~~elected or appointed official as well as city employees is voluntary. Nothing in this section authorizes the city to compel testimony, administer oaths, issue subpoenas, or impose penalties for non-participation, except as otherwise permitted by law.

(m) Notice of investigation. The ~~city council member~~elected or appointed official who

is the subject of the investigation shall be provided written notice that an investigation has been initiated, the general nature of the matters under review, and the identity or role of the investigator. The ~~city council member~~elected or appointed official may be represented by counsel at their own expense, subject to applicable rights and privileges.

(n) Investigative report; review and confidentiality. Upon completion of the investigation, the investigator shall prepare a written report summarizing factual findings within the authorized scope of the investigation. The report may include observations or considerations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability.

Prior to disclosure or consideration by the city council, the report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(o) Conduct during pendency of investigation. To preserve the integrity and fairness of an investigation, ~~members of the city council~~the City's elected or appointed officials are encouraged to refrain from publicly characterizing the substance of the investigation, the credibility of witnesses, or the merits of the allegations while the investigation is pending, except as required or expressly permitted by law.

Nothing in this subsection shall be construed to prohibit acknowledgment of the existence of an investigation, explanation of procedural posture, compliance with legal obligations, or the exercise of rights protected by the United States or California Constitutions.

Sec. 2-719. - Independent fact-finding and advisory proceedings.

Independent fact-finding and advisory proceedings under this section are intended to provide the city council with a neutral, independent assessment of matters relating to alleged misconduct by ~~a city council member~~an elected or appointed official where additional perspective, credibility evaluation, or institutional separation from city-directed investigation would materially assist the city council in determining whether governance-based measures or escalation under this article may be warranted.

Proceedings under this section are advisory and administrative in nature. They are not investigations under section 2-718, are not adjudications, and do not constitute a finding of misconduct. Nothing in this section limits or replaces any investigation authorized elsewhere in this division.

(a) Circumstances warranting independent advisory proceedings. The city council may authorize an independent fact-finding or advisory proceeding where it determines that one or more of the following circumstances exist:

(1) The matters under review involve material factual disputes, credibility issues, or competing accounts that would benefit from neutral evaluation;

(2) The alleged misconduct presents a material adverse risk to the lawful functioning of city governance or city operations such that additional institutional separation is warranted;

(3) Escalation under division 4 of this article is reasonably contemplated and the city council seeks an advisory record distinct from city-directed investigation; or

(4) Other circumstances demonstrate that an independent advisory process would materially assist the city council's deliberations.

(b) Authorization and initiation. An independent fact-finding or advisory proceeding may be initiated only by action of the city council, taken by majority vote of members present and eligible to vote in a duly noticed meeting, in open or closed session as authorized by law. The authorizing action shall identify the general subject matter and advisory purpose of the proceeding.

(c) Independence and qualifications of fact-finder. Any advisory proceeding under this section shall be conducted by a neutral third party retained or administered by the city council, the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city, as authorized by the city council.

The fact-finder shall not be a city employee, shall not be the city attorney or any attorney employed by or regularly representing the city, and shall not be subject to the direction or control of the ~~city council member~~elected or appointed official who is the subject of the proceeding. The fact-finder shall exercise independent professional judgment and conduct the proceeding in a manner consistent with applicable law and professional standards.

The fact that city officials or counsel may retain, coordinate, administer, or provide legal or procedural guidance regarding scope, process, or compliance with law shall not, by itself, compromise independence, provided that the fact-finder is not substantively directed as to factual findings, credibility assessments, or advisory conclusions.

(d) Scope and methods. The scope of an independent advisory proceeding shall be defined by the city council and reasonably tailored to the matters presented. The fact-finder may review investigative materials, receive documents or written submissions, conduct interviews, and assess credibility to the extent permitted by law and consistent with the advisory nature of the proceeding.

Nothing in this section confers subpoena power, authority to compel testimony, or enforcement authority unless expressly granted by law.

(e) Notice and participation. The ~~city council member~~elected or appointed official who is the subject of the advisory proceeding shall be provided written notice of its initiation and the general nature of the matters under review. The ~~city council member~~elected or appointed official may submit information voluntarily, may be interviewed by the fact-finder, and may be represented by counsel at the ~~city council member's~~elected or appointed official's own expense, subject to applicable rights and privileges.

(f) Advisory report. Upon completion of the proceeding, the fact-finder shall prepare a written advisory report summarizing factual findings and observations within the authorized scope. The report may include non-binding observations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability and shall not, by itself, constitute a finding of misconduct.

(g) Confidentiality and redactions. Prior to disclosure or consideration by the city council, an advisory report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(h) Use of advisory report. The city council may consider an advisory report prepared under this section in determining whether to impose governance-based measures, initiate escalation under division 4 of this article, rely on external findings pursuant to section 2-720, or take other action authorized by this article. The city council retains sole discretion regarding whether and how to act upon any advisory findings or observations.

Sec. 2-720. - Reliance on external findings and orders.

This section governs the city council's reliance on findings, orders, or determinations issued by courts or other authorized tribunals when evaluating alleged misconduct by ~~a city council member~~an elected or appointed official and determining whether governance-based measures or escalation under this article may be warranted.

Reliance under this section is intended to avoid duplicative proceedings, prevent re-litigation of matters already resolved by competent authorities, and permit timely and lawful action to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(a) External findings and orders covered. For purposes of this section, external findings and orders include final or operative findings, orders, judgments, or determinations issued by a court of competent jurisdiction or other authorized tribunal, including workplace violence restraining orders, civil harassment

restraining orders, criminal protective orders, probation conditions, injunctions, administrative findings, or other legally binding directives relating to conduct described in division 2 of this article.

(b) Authority to rely without re-adjudication. The city council may rely upon external findings and orders described in subsection (a) without independently re-investigating or re-adjudicating the underlying facts. Reliance on an external finding or order under this section does not constitute a separate determination of misconduct by the ~~city council~~elected or appointed official beyond the scope of the external finding or order.

(c) Timing, effect, and scope of reliance. Reliance under this section may occur at any stage of review under this division. Where an external finding or order restricts conduct, contact, participation, or access, the city council may authorize governance-based measures reasonably necessary to ensure compliance with the external finding or order and to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(d) Relationship to investigation and advisory proceedings. Nothing in this section requires the city council to delay action pending completion of an investigation or advisory proceeding where an external finding or order is operative and immediate action is reasonably necessary. Conversely, the city council may consider investigative or advisory materials developed under this division when determining the appropriate scope or duration of governance-based measures imposed in reliance on an external finding or order.

Sec. 2-721. - Interim governance-based measures.

Interim governance-based measures under this section are temporary, protective actions intended to preserve the integrity, safety, and lawful functioning of city governance or city operations during the pendency of review, investigation, advisory proceedings, or reliance on external findings. Interim measures are not disciplinary actions and do not constitute findings of misconduct.

(a) Purpose and timing. The city council may authorize interim governance-based measures where information received or developed pursuant to this division reasonably indicates an immediate or ongoing material adverse risk to the lawful functioning of city governance or city operations, or to the rights or safety of persons or entities. Interim measures may be imposed before completion of investigation or advisory proceedings where reasonably necessary to address identified risks.

(b) Scope of interim measures. Interim governance-based measures shall be narrowly tailored to the circumstances presented and imposed only to the extent reasonably necessary to mitigate identified material adverse risks, while preserving the ~~elective~~ nature of public office. Interim measures may include,

but are not limited to, temporary limitations on participation in specified city ~~council~~ matters, agenda items, committees, boards, or liaison assignments; temporary restrictions on direct contact with specified persons or entities; and temporary adjustments to access to nonpublic information.

(c) Quorum and continuity of governance. Interim governance-based measures shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the ~~city council's~~city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(d) Duration and review. Interim governance-based measures shall be imposed for the minimum duration reasonably necessary under the circumstances and shall be subject to periodic review by the city council. Interim measures may be modified or lifted as circumstances change or as additional information becomes available.

(e) Relationship to other actions. The imposition of interim governance-based measures does not preclude completion of investigation or advisory proceedings under this division, reliance on external findings pursuant to section 2-720 of this article, or escalation under division 4 of this article where warranted.

(f) Contingent suspension pending external adjudication. As a temporary and protective measure, suspension of ~~a city council member~~elected or appointed official pending resolution of criminal proceedings or other external adjudication may be considered only if and to the extent authorized by law, and only where the city council determines that continued exercise of official duties presents an immediate and substantial risk to the lawful functioning of city governance or to public safety.

At present, the city lacks authority to suspend elected officials pending external adjudication. This subsection is included solely to articulate a governance framework that would apply if and when such authority is granted to municipalities by the State of California through enabling legislation or constitutional amendment. Absent such authority, no suspension pending adjudication may be imposed under this article.

(g) Effect of suspension pending adjudication if authorized. If suspension pending adjudication is authorized by law and imposed pursuant to this section, such suspension shall be temporary, shall not constitute removal from office, and shall remain in effect only for the duration and under the conditions permitted by law.

The city ~~council~~ shall ensure continuity of city governance consistent with

applicable law during any period of suspension.

~~(g)~~(h) Limitations on scope. Nothing in this section shall be construed to authorize the adoption of permanent or generally applicable governance rules, policies, or restrictions applicable to all ~~city council members~~elected or appointed officials, which shall be adopted, if at all, through separate legislative or policy action of the city council.

Sec. 2-722. - Indemnification and reimbursement of costs.

The provision of legal defense, indemnification, or reimbursement of costs to ~~a city council member~~an elected or appointed official in connection with any matter arising under this article shall be governed exclusively by applicable state law. Nothing in this article shall be construed to expand, create, or guarantee a right to defense, indemnification, or reimbursement of costs at public expense beyond that provided by law.

(a) No automatic right to defense or indemnification. Nothing in this article authorizes or requires the city to provide legal representation, advance defense costs, indemnify, or reimburse ~~a city council member~~an elected or appointed official for attorneys' fees, costs, or expenses incurred in connection with alleged misconduct. Any such determination shall be made solely pursuant to applicable statutory standards and procedures.

(b) Scope of lawful indemnification. To the extent permitted by law, the city may provide defense or indemnification only for acts or omissions occurring within the course and scope of lawful ~~city council~~official duties and undertaken in good faith in furtherance of city governance. The city shall not indemnify or reimburse costs arising from acts or omissions determined to be outside the scope of official duties, undertaken for personal benefit, or otherwise excluded from indemnification under applicable law.

(c) Independent determination required. Any decision to provide, deny, condition, or withdraw defense or indemnification shall require an independent determination made in accordance with applicable law. Nothing in this article shall be construed to predetermine, influence, or constrain that determination, or to require the city to provide representation or reimbursement pending resolution of factual or legal issues.

(d) No authorization of private counsel for personal misconduct. Nothing in this article shall be construed to authorize the city to fund or reimburse private legal counsel retained by ~~a city council member~~an elected or appointed official for matters involving alleged personal misconduct, violations of law, or acts outside the scope of official duties, except to the extent expressly permitted by statute and approved pursuant to applicable legal standards.

(e) Reliance on external findings. In determining whether defense, indemnification, or reimbursement is permitted or required, the city may consider final judicial, administrative, or arbitral findings, including findings described in section 2-720 of this article, establishing whether the conduct at issue occurred within the scope of official duties or involved conduct for which indemnification is not authorized.

(f) Recovery of costs where indemnification is not authorized. Where permitted by law, and following a final determination that ~~a city council member~~an elected or appointed official acted outside the scope of lawful ~~city council~~ duties or engaged in conduct for which defense, indemnification, or reimbursement is not authorized, the city shall seek recovery of any defense costs or indemnification amounts previously advanced. Recovery may include reimbursement, offset against amounts otherwise payable by the city, or other lawful means of recoupment authorized by statute. Nothing in this subsection shall be construed to authorize recovery in excess of that permitted by law or to impose personal liability beyond that allowed by applicable legal standards.

Sec. 2-723. - Safeguards against misuse of process.

The reporting, review, investigation, and governance-based measures established by this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations. These processes shall not be invoked or used for improper purposes or in a manner that undermines city governance, city operations, or the rights of persons or entities.

This section preserves the availability of good-faith reporting and compliance with investigations required by law, while preventing abuse, intimidation, coercion, or political manipulation of the processes established by this article.

(a) Prohibited misuse of process. The city council may take appropriate action to limit, dismiss, or decline to pursue reports, requests for action, or other invocations of process under this division where it is determined, based on the information available, that such invocation:

(1) Was knowingly false or made with reckless disregard for the truth;

(2) Repeats allegations that have previously been reviewed or resolved under this article or through other lawful processes, absent materially new information;

(3) Is itself inconsistent with division 2 of this article; or

(4) Otherwise constitutes an abuse of the processes established by this article that poses a material adverse risk to the lawful functioning of city governance or city operations.

Considerations in determining misuse. In determining whether misuse of process has occurred, the city council may consider the timing, frequency, substance, and context of the invocation, including whether it coincides with city ~~council~~ actions, votes, elections, or other governance activities, and whether the invocation reflects a pattern of conduct inconsistent with good-faith reporting.

(b) No limitation on mandatory investigations. Nothing in this section shall be construed to limit or excuse the city's obligation to initiate or complete investigations required by state or federal law.

(c) Protection of good-faith reporting. Nothing in this section shall be construed to discourage or penalize good-faith reporting, to require that a report be substantiated in order to be made, or to impose adverse consequences solely because a report is not sustained following review or investigation.

(d) Responses to misuse. Where misuse of process is determined, the city council may authorize governance-based measures consistent with this article, including limiting further review of duplicative or improper allegations, declining to pursue improper requests for action, or taking other measures reasonably necessary to protect city governance, city operations, and the integrity of the process.

DIVISION 4 – GOVERNANCE-BASED MEASURES AND ESCALATION

Sec. 2-724. - Overview.

This division establishes the framework by which the city council may authorize governance-based measures and escalation based on information developed pursuant to division 3 of this article. Governance-based measures under this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations and are not employment actions, criminal sanctions, or determinations of civil liability. Except as otherwise expressly provided in this article, any action taken under this division shall be approved by a vote of the city council members present and eligible to vote, excluding any city council member who is required to recuse themselves under this article or applicable law.

(a) Progressive escalation framework. Governance-based measures are progressive by default. Where appropriate, the city council shall consider corrective or remedial measures before authorizing more restrictive responses and shall escalate based on the nature, severity, frequency, and context of the misconduct; the record developed under division 3 of this article; the existence of external findings or court orders; the degree of material adverse risk presented to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and the effectiveness or ineffectiveness of prior governance-based measures.

(b) Pattern-based escalation. The city council may determine that escalation is warranted where misconduct reflects a pattern rather than an isolated incident. A pattern may be established by repeated violations of the standards of conduct set forth in division 2 of this article, repeated matters supported by investigation or advisory findings under division 3 of this article, or repeated failure to comply with corrective or remedial governance-based measures authorized under section 2-725 of this article.

(c) Escalation based on noncompliance or ineffectiveness. Escalation may be warranted where ~~a city council member~~an elected or appointed official fails to comply fully or in good faith with corrective or remedial governance-based measures, interim governance-based measures, or participation obligations imposed pursuant to division 3 of this article, or where such measures have proven ineffective to mitigate identified material adverse risks to city governance or city operations.

(d) Escalation based on severity or risk. Nothing in this division requires the city council to proceed sequentially through each category of response. The city council may authorize more restrictive governance-based measures, even in the absence of a pattern, where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety; where external findings or court orders are operative; or where delay would materially compromise governance or safety.

(e) Reliance on division 3 record. Governance-based measures and escalation under this division shall be based on the record developed pursuant to division 3 of this article, including investigative reports, advisory findings, reliance on external findings or orders, documented violations of interim governance-based measures, and documented compliance or noncompliance with corrective or remedial governance-based measures. The city council shall not be required to independently re-investigate or re-adjudicate facts already developed through those processes.

(f) Removal-seeking action as last resort. Any removal-seeking action contemplated by this division is intended as a last resort and shall be pursued only where authorized by law and where lesser governance-based measures are insufficient to protect the lawful functioning of city governance or city operations, or public safety. Removal-seeking action is further governed by sections 2-729 and 2-730 of this article and shall not be operative absent enabling legislative or constitutional authority.

Sec. 2-725. - Corrective and remedial measures.

Corrective and remedial measures under this section are governance-based measures intended to address misconduct that is reasonably remediable, to clarify expectations, and to reduce material adverse risk to the lawful functioning of city governance or city

operations.

Corrective and remedial measures shall be informed by the record developed pursuant to division 3 of this article, including investigations authorized under section 2-718, advisory findings under section 2-719, reliance on external findings or orders under section 2-720, and other information properly before the city council.

(a) Purpose and use. The purpose of corrective and remedial measures is to address misconduct through education, guidance, facilitated intervention, or other structured governance-based measures. Such measures are appropriate where the city council determines that the misconduct does not present an immediate or substantial material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that remediation is reasonably likely to be effective.

(b) Types of corrective and remedial measures. Corrective and remedial measures may include, as appropriate to the circumstances, mandatory or recommended training related to city governance, ethics, conflicts of interest, Brown Act compliance, workplace conduct, or other relevant subjects; written governance directives clarifying permissible conduct, communication protocols~~,~~ or professional boundaries; facilitated governance interventions or coaching; and requirements to acknowledge receipt and understanding of applicable policies, directives, or expectations.

(c) Authorization and implementation. Corrective and remedial measures shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The city council may specify the scope, duration, and completion requirements for such measures, including reasonable deadlines for completion.

(d) Effect of compliance or noncompliance. Successful completion of authorized corrective or remedial measures may be considered by the city council in determining whether further escalation under section 2-724 of this article is warranted. Failure to comply fully or in good faith with authorized measures, refusal to participate, or subsequent misconduct demonstrating that remediation has been ineffective may be considered in determining whether escalation pursuant to section 2-724 is appropriate.

Sec. 2-726. - Governance-based limitations and restrictions.

Governance-based limitations and restrictions under this section are durable governance- based measures intended to regulate the exercise of office, not the holding of office, where such limitations or restrictions are reasonably necessary to protect the lawful functioning of city governance or city operations, or to mitigate material adverse risk to public safety. Limitations and restrictions imposed pursuant to this section do not remove a city council member from office, suspend the office, or constitute a

determination of criminal or civil liability.

(a) Circumstances warranting limitations. The city council may authorize governance-based limitations and restrictions where it determines that continued unrestricted exercise of office presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that limitations or restrictions under this section are reasonably necessary to mitigate the identified risk, whether alone or in combination with other governance-based measures.

(b) Types of limitations and restrictions. Governance-based limitations and restrictions may include, as reasonably necessary under the circumstances, limitations on participation in specified city ~~council~~ matters or agenda items; removal from or limitation of committee, board, or liaison assignments; requirements that specified interactions with identified persons or entities occur only through designated city staff or in structured settings; restrictions on access to nonpublic information where necessary to protect city operations or to comply with external findings or orders; and other durable constraints reasonably designed to mitigate identified material adverse risks while preserving the ~~elective~~ nature of public office.

(c) Authorization and scope. Governance-based limitations and restrictions shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The authorizing action shall specify the nature, scope, and duration of the limitations imposed and shall be reasonably tailored to the risks identified in the record developed pursuant to division 3 of this article.

(d) Quorum and continuity of governance. Governance-based limitations and restrictions shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the ~~city council's~~city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(e) Duration and review. Governance-based limitations and restrictions shall remain in effect only for the duration reasonably necessary to address the identified material adverse risks and shall be subject to periodic review by the city council. The city council may modify or lift such limitations where circumstances materially change, where compliance is demonstrated, or where the identified risks have been adequately mitigated.

Sec. 2-727. - Referral to external authorities and proceedings.

Referral to external authorities under this section is a governance-based escalation mechanism by which the city council may transmit matters involving alleged misconduct by ~~a city council member~~an elected or appointed official to entities with independent

investigatory, enforcement, or adjudicatory authority where the conduct exceeds, or may exceed, the city council's institutional authority to address internally.

Referral under this section is intended to ensure compliance with applicable law, protect public safety, and address matters that may require criminal, civil, administrative, regulatory, or professional review by external bodies.

(a) Circumstances warranting referral. The city council may authorize referral where it determines that the conduct at issue may implicate criminal law, civil law, ethics or campaign-finance requirements, conflicts of interest laws, professional standards, court orders, or other legal obligations beyond the city council's authority to enforce. Referral may also be warranted where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(b) Mandatory referral where required by law. Nothing in this article shall be construed to limit, delay, or excuse referral to external authorities where such referral is required by state or federal law. Where information available to the city reasonably indicates conduct that must be reported or referred to law enforcement, prosecutorial authorities, regulatory agencies, or other entities pursuant to applicable legal requirements, the city council or appropriate city official shall ensure that such referral is made in accordance with law.

(c) Authorization and procedure. Referral shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where disclosure of the referral itself is restricted by law. The city council may direct that relevant materials developed pursuant to this article be transmitted to the external authority, subject to applicable confidentiality, privilege, and information-protection requirements.

(d) Effect of referral. Referral to external authorities does not preclude the city council from continuing to impose or maintain governance-based measures under this article, including interim measures under section 2-721 or governance-based limitations under section 2-726, where reasonably necessary to protect the lawful functioning of city governance or city operations, or public safety. Conversely, the city council may determine that further action under this article should be deferred, modified, or escalated based on the status or outcome of external proceedings.

(e) No adjudication by city council. Authorization of referral under this section shall not be construed as a determination by the city council that misconduct occurred, nor as a finding of criminal or civil liability. The city council's role under this section is limited to governance oversight and compliance with applicable legal obligations.

Sec. 2-728. - Censure.

Censure is a formal governance-based measure by the city council intended to publicly

condemn conduct that undermines the integrity, safety, or lawful functioning of city governance or city operations. Censure does not remove ~~a city council member~~an elected or appointed official from office, suspend the office, or constitute a determination of criminal or civil liability. It is an institutional expression of disapproval adopted to protect city governance, provide transparency, and establish a clear record of the city council's response.

The procedures set forth in this section establish the minimum procedure required before adoption of a resolution of censure. Nothing in this section shall be construed to require the city council to conduct an adjudicatory or trial-like proceeding, or to limit the city council's discretion to structure its deliberations in a manner consistent with applicable law.

(a) Initiation of censure. The city council may initiate censure proceedings where it determines that the conduct at issue implicates one or more provisions of division 2 of this article and that corrective or remedial governance-based measures under section 2-725 of this article are insufficient, ineffective, or inappropriate under the circumstances. Initiation of censure shall occur by action taken in open session and shall require a majority vote of the city council members present and eligible to vote.

(b) Written notice. No fewer than ten (10) calendar days prior to the city council meeting at which a resolution of censure is to be considered, the ~~city council member~~elected or appointed official who is the subject of the proposed censure shall be provided with written notice. The notice shall describe the conduct at issue with reasonable specificity, identify the provisions of this article implicated, and state the date, time, and place of the city council meeting at which the proposed censure will be considered.

(c) Access to materials. At the time notice is provided, the ~~city council member~~elected or appointed official subject to the proposed censure shall be provided access to the materials upon which the proposed censure is based, including investigative reports, advisory findings, or external findings relied upon by the city council, subject to redaction or withholding as required by law.

(d) Opportunity to respond. Before the city council votes on a resolution of censure, the ~~city council member~~elected or appointed official who is the subject of the proposed censure shall be afforded an opportunity to respond in open session. This opportunity shall include the ability to make an oral statement to the city council and to submit written materials for inclusion in the public record no later than five (5) calendar days prior to the meeting.

If the proposed censure arises from a complaint submitted by another ~~city council member, that council member~~elected or appointed official, that elected or appointed official may also be afforded a limited opportunity to address the city council in open session, subject to the same time, place, and manner limitations.

The ~~city council member~~elected or appointed official who is the subject of the proposed censure may be represented by counsel at the ~~city council member's~~elected or appointed official's own expense. Reasonable time, place, and manner limits may be imposed to ensure orderly proceedings.

(e) Public comment. Public comment on a proposed resolution of censure shall be permitted in accordance with the Brown Act and the city council's rules of procedure. Public comment shall be limited to the subject matter of the proposed censure. ~~City council members~~Elected or appointed official shall not use public comment to present evidence, call witnesses, elicit testimony, or conduct examination or cross-examination, and public comment shall not be treated as an evidentiary record.

(f) No evidentiary or adjudicatory hearing. Censure proceedings are legislative and governance-based in nature and shall not constitute an evidentiary or adjudicatory hearing. No party has the right to call witnesses, compel testimony, or conduct cross-examination. Nothing in this section prohibits the city council, in its discretion and by action taken in open session, from receiving additional information or statements where doing so would assist deliberation, provided such action does not convert the proceeding into a trial-like hearing.

(g) Consideration and vote. Following notice, opportunity to respond, and public comment, the city council may deliberate and vote in open session on whether to adopt a resolution of censure at the noticed meeting or a continued meeting. Adoption of a resolution of censure shall require a majority vote of the city council members present and eligible to vote, unless a higher threshold is required by law.

(h) Contents and effect of censure. A resolution of censure may describe the conduct at issue and its impact on city governance or city operations, identify the standards of conduct implicated, and include a formal statement of condemnation or disapproval. A resolution of censure may also articulate expectations for future conduct and reference the potential for escalation under this division if misconduct continues or recurs.

Sec. 2-729. - Impeachment.

Impeachment under this article is a removal-seeking governance action of last resort. It is intended to address extraordinary circumstances in which ~~a city council member's~~an elected or appointed official's continued service presents an intolerable material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and where lesser governance-_based measures have been ineffective, have been disregarded, or are clearly inadequate under the circumstances.

Impeachment is not intended to punish political disagreement, unpopular viewpoints, or lawful legislative conduct. It is reserved for serious misconduct demonstrating that

continued service is incompatible with the lawful and safe functioning of municipal governance.

(a) Threshold for initiation. Impeachment proceedings may be initiated where the city council determines, based on the record developed pursuant to division 3 of this article, that one or more of the following conditions exist, whether arising from a single incident or from repeated conduct over time:

(1) Repeated or willful non-compliance with corrective or remedial governance-based measures, governance-based limitations or restrictions, or other measures authorized under this article, demonstrating that lesser responses are ineffective to mitigate identified risks;

(2) Egregious misconduct that, by its nature or severity, renders corrective measures, censure, or governance-based limitations clearly inadequate or inappropriate;

(3) A final judicial, administrative, or arbitral finding establishing conduct that would justify removal, forfeiture, or disqualification from public office under applicable law; or

(4) Willful violation of court orders, restraining orders, or other legally binding directives relating to city governance or the exercise of city council authority.

(b) Initiation of impeachment proceedings. Impeachment proceedings shall be initiated by a majority vote of the city council members present and eligible to vote, taken in open session to the extent permitted by law. The initiating action shall identify the general grounds for impeachment and the provisions of this article implicated.

(c) Written notice. Upon initiation of impeachment proceedings, the ~~city council member~~elected or appointed official who is the subject of the proceedings shall be provided with written notice describing the conduct at issue with reasonable specificity, identifying the applicable standards under this article, and outlining the procedural steps to follow. The notice shall provide no fewer than thirty (30) calendar days before commencement of any impeachment-related proceeding before an independent hearing officer.

(d) Independent hearing officer. Impeachment proceedings shall be conducted before an independent hearing officer retained by the city as authorized by the city council. The hearing officer shall not be a city employee and shall not be subject to the direction or control of the ~~city council member~~elected or appointed official who is the subject of the proceedings.

To promote neutrality and institutional separation, the city council may authorize retention of the hearing officer through a neutral dispute-resolution provider, such as JAMS, the American Arbitration Association (AAA), Judicate West, or a

comparable organization, or may retain a retired judicial officer or similarly qualified neutral with experience in public-sector governance matters.

The hearing officer shall exercise independent judgment and conduct the proceeding consistent with applicable law and the minimum procedural safeguards required for removal-seeking actions. The city council shall not serve as the finder of fact in impeachment proceedings.

The fact that the city council, the city attorney, outside counsel, the city manager, or a designee may retain, coordinate, or provide legal or procedural guidance regarding scope or compliance with law shall not, by itself, compromise the independence of the hearing officer, provided that such guidance does not direct factual findings or recommendations.

(e) Procedure before hearing officer. The ~~city council member~~elected or appointed official subject to impeachment shall be afforded, at a minimum, a reasonable opportunity to be represented by counsel at their own expense, to submit evidence, and to respond to the allegations before the hearing officer, subject to applicable constitutional, statutory, and common-law rights and privileges.

These procedures establish the minimum procedure applicable to impeachment proceedings under this article and shall not be construed to create a trial-like forum, to adopt evidentiary rules beyond those required by law, or to expand the city's authority beyond that authorized by statute or constitution. Any provision of defense costs or reimbursement shall be governed exclusively by applicable state law.

(f) Written findings and recommendation. Upon conclusion of the proceedings, the independent hearing officer shall issue written findings and a recommendation addressing whether removal or other removal-related action is warranted. The findings shall be based on the record developed and transmitted to the city council for final consideration.

(g) Final Action by city council. Following receipt of the hearing officer's findings and recommendation, and after public comment to the extent required or permitted by law, the city council may take final action in open session by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law. Final action may include acceptance or rejection of the recommendation in whole or in part and, where authorized, removal from office.

(h) Requirement of enabling authority. This section shall not be operative unless and until authority to impeach ~~city council members~~elected or appointed officials is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the city presently possesses impeachment authority absent such authorization.

Sec. 2-730. - Disqualification from future office following impeachment.

Disqualification under this section is a removal-related governance action, distinct from impeachment. It is intended to address extraordinary circumstances in which ~~a city council member~~an elected or appointed official, having been removed from office following impeachment proceedings, is determined to be unfit to hold future ~~elective~~public office due to misconduct demonstrating a fundamental incompatibility with the lawful functioning of city governance or city operations, or with public safety.

Disqualification is not automatic upon impeachment or removal. It is a separate and additional action that may be considered only after completion of impeachment proceedings pursuant to section 2-729 of this article and only where expressly authorized by law.

(a) Relationship to impeachment. Disqualification may be considered only following completion of impeachment proceedings under section 2-729 and only where the city council has taken final action resulting in removal from public office.

(b) Separate vote required. Any determination to disqualify ~~a city council member~~an elected or appointed official from holding future ~~elective~~public office shall require a separate vote of the city council, distinct from and subsequent to any vote on impeachment or removal. Disqualification shall not be implied, inferred, or imposed by operation of law absent such separate action.

(c) Voting threshold. Disqualification under this section may be authorized only by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law.

(d) Findings required. Prior to any vote on disqualification, the city council shall adopt written findings, based on the record developed pursuant to division 3 of this article and the findings issued in the impeachment proceeding, that the misconduct at issue demonstrates that the individual's future service in ~~elective~~public office would pose a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(e) Scope of disqualification. Any disqualification authorized under this section shall be limited to future service in ~~elective~~public office within the City of West Covina, unless broader disqualification is expressly authorized by applicable law. Nothing in this section shall be construed to affect eligibility for state or federal office.

(f) Preservation of electoral authority. Nothing in this section shall be construed to override voter eligibility requirements, recall procedures, or constitutional protections except to the extent expressly authorized by law. Disqualification is intended as an extraordinary governance safeguard and shall be construed narrowly.

(g) Requirement of enabling authority. This section shall not be operative unless and until authority to disqualify elected officials city council members from future elective office is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the City presently possesses disqualification authority absent such authorization.

SECTION 3. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) calendar days after its adoption. Provisions of Article XII of Chapter 2 of the West Covina Municipal Code that are expressly conditioned on the existence of enabling legislation or constitutional authority, including but not limited to provisions relating to ~~coercive investigations,~~ suspension pending adjudication, impeachment, or disqualification from future public office, shall not be operative unless and until such authority is granted, as expressly provided within Article XII. All other provisions of Article XII shall be operative upon the effective date of this Ordinance and shall apply prospectively in accordance with the terms of Article XII.

SECTION 6. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ~~___~~3rd day of ~~_____~~,February, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2537 was introduced at a regular meeting of the City Council held on the 20th day of January, 2026, and adopted at a regular meeting of the City Council held on the ~~____~~3rd day of ~~_____~~,February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF DRAFT REQUEST FOR PROPOSALS FOR ASSESSMENT ENGINEERING SERVICES AND BUDGET AMENDMENT FOR SUCH SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Community Development Department to issue a formal Request for Proposals (RFP) for Assessment Engineering Services; and
2. Adopt the following resolution:

   RESOLUTION NO. 2026-11 - 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 (ASSESSMENT ENGINEERING SERVICES)

BACKGROUND:

The City of West Covina has multiple maintenance districts throughout the City. A City Maintenance District is a special benefit district formed under State law that allows a City to levy and collect assessments on properties that receive a direct benefit from the maintenance of public improvements and services within the district boundaries. These districts are commonly established to ensure funding for the continued upkeep of local infrastructure and amenities that are above and beyond the City's general maintenance responsibilities.

The purpose of a maintenance district is to provide a reliable and equitable funding mechanism to maintain improvements such as landscaping, irrigation systems, street lighting, sidewalks, medians, and other public facilities that directly benefit the properties within the district. The costs of providing these services are distributed among property owners in proportion to the special benefits received.

Assessment engineering services are required to assist the City in administering these districts in compliance with the California Constitution, the Landscaping and Lighting Act of 1972, and Proposition 218 requirements. These services typically include preparing the annual Engineer's Report, calculating assessments, updating district diagrams and benefit zones, and ensuring transparency and fairness in the allocation of costs. By securing these professional services, the City can ensure that each maintenance district remains financially stable, legally compliant, and able to continue providing the intended level of service to its benefiting properties.

DISCUSSION:

Issuing an RFP will allow the City to solicit competitive proposals from qualified contractors to provide a comprehensive Assessment Engineering Services to evaluate the assessment rates and update the tax rolls for the City's Citywide Sewer Service Charges, Landscape Maintenance Districts Nos. 4, 6, 7, and the Citywide Lighting and Maintenance District, and provide recommendations regarding updating the special tax rate assessed within the Coastal Safe and Scrub Community Facilities District. The scope of services includes:

Task 1: Evaluation of assessment rate and propositions 218 balloting
Task 2: Annual Administration - Landscape and Lighting Act of 1972 Districts
Task 3: Annual Administration - Citywide Sewer Service Charges
Task 4: Annual Administration - Coastal Safe and Scrub Community Facilities Districts

If approved, the Request for Proposals will follow the schedule outlined below:
1. RFP release: February 4, 2026
2. Questions due: February 13, 2026
3. Responses due: February 16, 2026
4. Proposals due: February 19, 2026
5. Potential Interview: Week of March 2, 2026
6. Selection of proposer (tentative date): April 21, 2026, City Council Meeting

The Draft RFP specifies that proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including:

- Qualifications and experience as provided in a resume or statement of qualifications
- Ability to effectively communicate and conduct presentations
- Cost of services
- Reference checks

Additionally, all proposers will be asked to identify or affirm each of the following requirements:

- Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
- Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.
- Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Critieria	Maximum Points
Completeness of Proposal	20
Relevant Experience and Qualifications of Proposed Project Team	30
Capacity to Perform	30
Proposed Cost	20
Total	**100**

The RFP also provides that, at the City’s discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, of the RFP with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report. The City Attorney's Office has not reviewed the draft RFP.

OPTIONS:

The City Council has the following options:

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

Prepared by: Robert Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

Staff anticipates the cost of these services will be approximately $175,000 to $225,000, with the fees recovered through the LMD assessment.

Attachments

Attachment No.1 - RFP

Attachment No. 2 - Resolution No. 2026-11

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

ATTACHMENT NO.1

Assessment Engineering Services	**Approved by:**	**RFP No.**
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified consultants to provide comprehensive Assessment Engineering Services to evaluate the assessment rates and update the tax rolls for the City's Citywide Sewer Service Charges, Landscape Maintenance Districts Nos. 4, 6, 7, and the Citywide Lighting and Maintenance District, and provide recommendations regarding updating the special tax rate assessed within the Coastal Sage and Scrub Community Facilities District.

2. RFP SCHEDULE

- RFP release:
- Questions due:
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted:
  (Responses will be posted on City's Planet Bids portal)
- Proposals due:
- Selection of proposer (tentative date):
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor

Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than _____ on _____**, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts

out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority and a housing authority, which are combined within the City's financial statements.

Landscape Maintenance District No.4 (LMD4)
Landscape Maintenance District No.4 ("LMD4") was established pursuant to the Landscaping and Lighting Act of 1972 in 1975. This district is located in the southeastern part of the City. The assessments collected are used to maintain landscaping, irrigation, hardscape (e.g. sidewalks, walls, etc.), and area lighting on 130 acres of public open space within the boundaries of the district. To encourage innovative housing types and neighborhood designs and to preserve the ridgelines in the San Jose Hills, this area was originally developed with relatively narrow street rights-of-way and small lot sizes. The resulting surplus land was converted to landscaped slope areas and park-like "green belt" areas containing walkways, landscaping, and lighting.

Landscape Maintenance District No.6 (LMD6)
Landscape Maintenance District No.6 ("LMD6") was established pursuant to the Landscaping and Lighting Act of 1972 in 1980 at the request of the owner of the development in lieu of forming a Homeowners' Association. LMD6 is generally located in the eastern end of the City, known as South Hills. The funds collected by the district are used to maintain landscaping and irrigation in public open space areas within its boundaries. LMD6 contains 238 single-family dwellings, approximately 12 acres of landscaped and irrigation areas, and approximately 65 acres of natural areas.

Landscape Maintenance District No.7 (LMD7)
Landscape Maintenance District No.7 ("LMD7") was established pursuant to the Landscaping and Lighting Act of 1972 in 1980 at the request of the owner of the development in lieu of forming a Homeowners' Association. LMD7 is generally located in the eastern end of the City. The funds collected by the district are used to maintain landscaping and irrigation in public open space areas within its boundaries. Currently, LMD7 contains 372 improved and 8 unimproved single-family residential parcels. When development is 100 percent complete, LMD7 will contain 380 developed single-family residential parcels, 25 acres of landscaped and irrigated area, and 105 acres of natural area.

Citywide Lighting and Maintenance District
The Citywide Lighting and Maintenance District ("Citywide District") was established pursuant to the Landscaping and Lighting Act of 1972 in 1976. As the name implies, this district encompasses the entire City. Prior to Fiscal Year 1997-1998, the Citywide District funded a variety of public improvements and services, which included: street tree maintenance, median maintenance, park maintenance,

municipal pool maintenance, area lighting maintenance, traffic signal maintenance, traffic engineering, and street lighting engineering. Since the passage of Proposition 218 in November 1996 and the subsequent property owner approval in July 1997, the Citywide District assessment currently funds only services that have been designated as a "Special Benefit," which is the maintenance of most of the streetlights and street trees within the City.

The Citywide District funds the operation and maintenance of assessable (special benefit) street trees and street lighting. These funds are used for the operations and maintenance of streetlights, trimming of street trees, and removal and replacement of diseased street trees.

Citywide Sewer Service

In Fiscal Year 1978-1979, the City Council established the Citywide Sewer Service Charge pursuant to Section 38902 of the Government Code for sewer operation, maintenance, and capital costs. The City collects the Sewer Service Charge as part of the property tax roll. The Sewer Service Charge funds the maintenance and operation of the City's sewer system, assuring that lines are clear and flowing properly. This includes routine video inspections, jetting, and cleaning of sewer lines. The fees also fund capital improvements, including the purchase of sewer equipment and rehabilitation/replacement of sewer mainlines and appurtenances.

The Sewer Service Charge is based on general land use categories: residential and non-residential. A fixed fee is charged for each dwelling unit for residential properties and for every 667 square feet of floor area for other types of non-residential developments. Properties not connected to the sewer mainlines are exempt from the charge.

Coastal Sage and Scrub (CSS) Community Facilities District (CFD)

The City established the West Covina Coastal Sage and Scrub Community Facilities District No.1 in 2004 pursuant to the Mello-Roos Community Facilities Act of 1982 for the purpose of restoring and maintaining habitat areas as described in the Coastal Sage Scrub Conservation and Monitoring Plan. The district may also fund the maintenance of parkway landscaping and lighting.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of on (1) year, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate the evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

Provide a not-to-exceed fee proposal that includes a breakdown for each task specified in the Scope of Services (Attachment E). The proposer shall provide a detailed summary and breakdown of the staffing classifications, hourly rates, total number of hours, miscellaneous fees, and other anticipated expenses, and the total cost of the services necessary to support each task (Attachment D).

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of

the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernadez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; and reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	**Maximum Points**
Completeness of Proposal	20
Relevant Experience and Qualifications of Proposed Project Team	30
Capacity to Perform	30
Proposed Cost	20
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and

equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H)

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)



SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

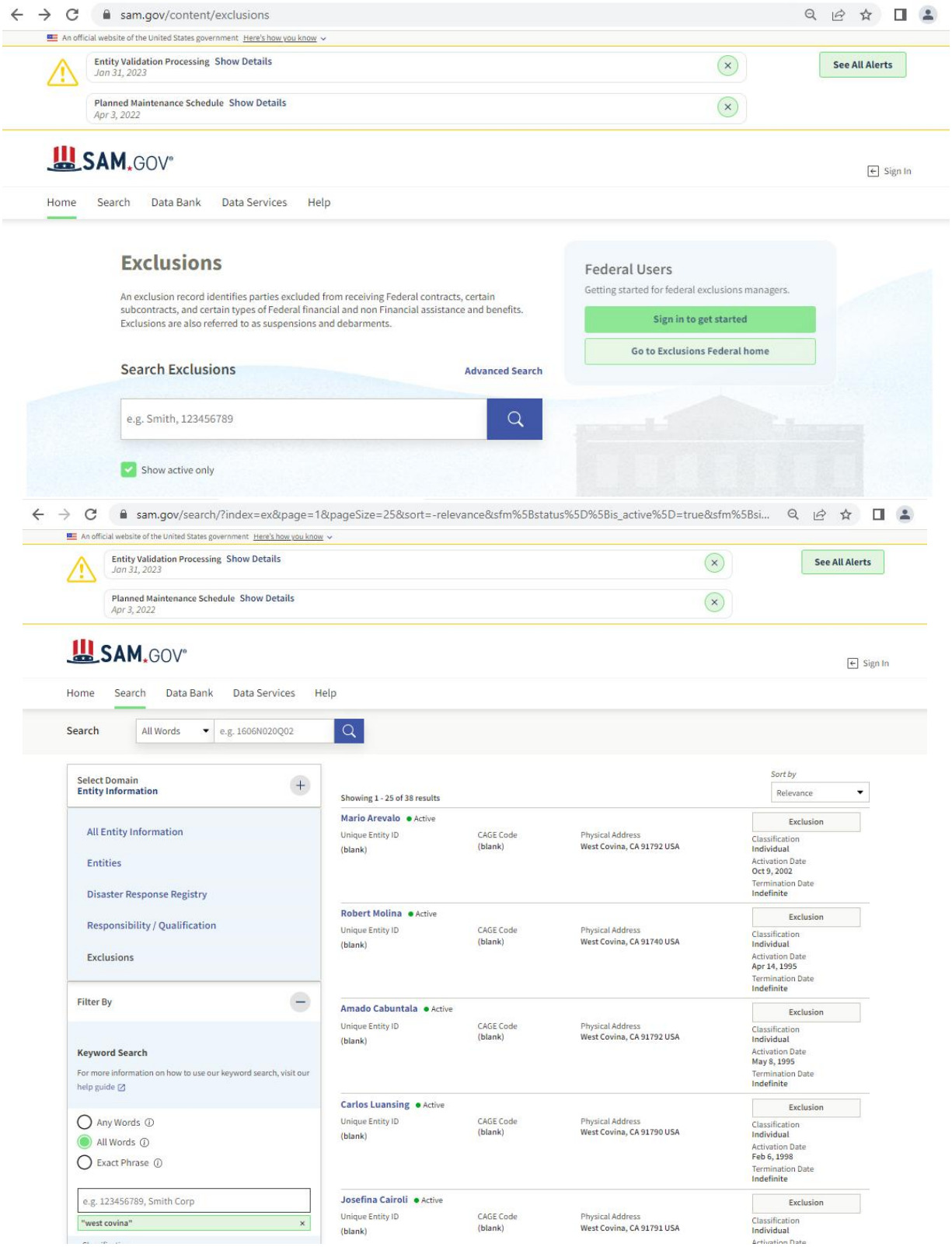
Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

The following matrix summarizes each task and its deliverables as part of this Scope of Services.

Task 1 Evaluation of Assessment Rates and Proposition 218 Balloting

A. Evaluation of Assessment Rates:

DISTRICT	FEES
Maintenance District No.4	
Maintenance District No 6	
Maintenance District No.7	
Citywide Lighting and Maintenance District	
Citywide Sewer Service Charge	
Coastal Sage and Scrub CFD	
Sub-Total	**$**

1. **Detailed summary of total cost of the services necessary to support each task (include staffing information, total hours, miscellaneous fees, and other anticipated expenses):**

B. Proposition 218 ballot process (OPTIONAL – dependent on assessment of fees).

DISTRICT	FEES
Maintenance District No.4	
Maintenance District No 6	
Maintenance District No.7	
Citywide Lighting and Maintenance District	
Sub-Total	**$**

1. **Detailed summary of total cost of the services necessary to support each task (include staffing information, total hours, miscellaneous fees, and other anticipated expenses):**

TASK II Annual Administration – Landscape and Lighting Act of 1972

DISTRICT	FEES		
	FY 2024-2025	FY 2025-2026	FY 2026-2027
Maintenance District No.4			
Maintenance District No.6			
Maintenance District No.7			
Citywide Lighting and Maintenance District			
Sub-Total	**$**	**$**	**$**

1. **Detailed summary of total cost of the services necessary to support each task (include staffing information, total hours, miscellaneous fees, and other anticipated expenses):**

TASK III Annual Administration – Citywide Sewer Service Charges

DISTRICT	FEES		
	FY 2024-2025	FY 2025-2026	FY 2026-2027
Citywide Sewer Service Charge			
Sub-Total	**$**	**$**	**$**

1. **Detailed summary of total cost of the services necessary to support each task (include staffing information, total hours, miscellaneous fees, and other anticipated expenses):**

TASK IV Annual Administration – Coastal Sage and Scrub Community Facilities District

DISTRICT	FEES		
	FY 2024-2025	FY 2025-2026	FY 2026-2027
Coastal Sage and Scrub CFD			
Sub-Total	**$**	**$**	**$**

1. **Detailed summary of total cost of the services necessary to support each task (include staffing information, total hours, miscellaneous fees, and other anticipated expenses):**

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF SERVICES

1. GENERAL PROJECT DESCRIPTION

The consultant will provide Assessment Engineering Services to evaluate and provide recommendations regarding the assessment rates and tax rolls for the City's citywide Sewer Service Charges, Landscape Maintenance Districts Nos. 4, 6, 7, and Citywide Lighting and Maintenance District, and provide recommendations regarding updating the special tax rate assessed within the Coastal Sage and Scrub Community Facilities District.

2. SCOPE OF SERVICES

The City will provide the following items and/or services, when applicable:

- Current tax rolls in digital format for each district
- Current Engineer's Report for each district
- Maps of each district
- Provide access to DAWeb
- Operating and Capital Improvement Program budgets

TASK I: EVALUATIONS OF ASSESSMENT RATE AND PROPOSITION 218 BALLOTING

A full study is needed to ascertain what a proper level of maintenance would cost and explore how to properly set the assessment rate accordingly. Based on recommendations from the consultant as a result of this evaluation, the City may elect to use a petition to gauge the interest of an increased assessment prior to initiating a Proposition 218 ballot process to understand if there is community support for the increase. If a petition is successful in obtaining the City Council's established signature threshold, the City may elect to proceed with a Proposition 218 ballot process. As part of the petition signature validation and in the event the City proceeds with a Propositions 218 ballot process, the city may request the consultant to complete additional task(s) that may occur simultaneously, including, but not limited to:

1. Identify attributes related to assessments for parcels.
2. Calculate new assessment rates for parcels.
3. Prepare and submit Zone-specific Engineer's Report.
4. Provide community outreach support and/or attend community meetings to properly inform property owners on the effects of a successful or unsuccessful Proposition 218 vote and to gauge community support of a proposed increase in assessment.
5. Provide support and validation of the submitted petition signatures and signatures removal requests, and tabulate the final, verified count and determine if the petition is successful or unsuccessful in meeting the City Council's

established signature threshold pursuant to the Street Lighting and Landscape maintenance Assessment District Proposition 218 Petition Guidelines.

6. Prepare and submit any revision to Zone-specific Engineer's Report. Prepare and submit related Proposition 218 ballots and notices. This includes any potential revote ballots and notices.
7. Attend City Council meetings related to Proposition 218 new or increased assessments, including ballot tabulation. Consultant shall complete the ballot tabulation procedures and provide City with final tabulation report.
8. Evaluate and update assessment factors for parcels. Include any final approved assessment changes in applicable fiscal year Engineer's Report.

TASK II: ANNUAL ADMINISTRATION – LANDSCAPE AND LIGHTING ACT OF 1972 DISTRICTS

Provide the following services to complete the updating of Maintenance District No.4 (with 3,230 parcels), Maintenance District No.6 (with 238 parcels), Maintenance District No.7 (with 380 parcels) and the Citywide Lighting and Maintenance District (with about 25,775 parcels) tax rolls to levy assessments for the next fiscal year (s) based on the requirements of the Lighting and Landscaping Act of 1972.

1. Review existing methodology and prepare Engineer's Report for each district.

2. Prepare three (3) staff reports for City Coucil for each district at the following stages of the process:

    a. Ordering of Engineer's Report
    b. Preliminary approval of Engineer's Report and setting public hearing date.
    c. Approval of Engineer's Report and public hearing.

3. Attend city Council meetings for the preliminary approval of Engineer's Report and public hearing for each district.

4. Obtain digital copy of existing database from County of Los Angeles Assessor and update the existing database. Compare with previous fiscal year tax rolls to determine any discrepancies and report to City.

5. Prepare and furnish Preliminary Assessments Roll for each district in digital format with new proposed assessment rates provided by the City.

6. After confirmation of assessment rates by City Council, submit assessment rolls for each district in the required format to the County of Los Angeles Auditor/Controller's office. Make necessary corrections, if required, after receipt of the Exception Report from the County of Los Angeles. Furnish one (1) bound copy and digital file in excel format of the Final Assessment Roll for each District to the City.

7. Evaluate and update assessment factors for parcels. Include any final approved assessment changes in applicable fiscal year Engineer's Report.

TASK III: ANNUAL ADMINISTRATION – CITYWIDE SEWER SERVICE CHARGES

Provide the following services to complete the updating of Citywide Sewer Service Charges (with approximately 25,204 parcels) tax rolls to levy the charges for the next fiscal year(s) pursuant to Selection 38902 of the Government Code.

1. Review existing methodology and prepare Engineer's Report.

2. Prepare two (2) staff reports for City Council for each district at the following stages of the process:
   a. Setting of rates and public hearing date.
   b. Approval of rates and public hearing.

3. Attend City Council meetings for the setting of rates and public hearings.

4. Obtain digital copy of tax roll from County of Los Angeles Assessor and update the existing database. Compare with previous fiscal year tax rolls to determine any discrepancies and report to City.

5. Prepare and furnish Preliminary Assessment Roll for each district in digital format with new proposed charges provided by the City.

6. After confirmation of charges by the City Council, submit "Assessment Rolls" in the required format to the County of Los Angeles Auditor/Controller's office. Make necessary corrections, if required, after receipt of the Exception Report from the County of Los Angeles. Furnish on (1) bound copy and a digital copy (pdf) of the Final "Assessment Roll" to the City.

7. Evaluate and update assessment factors for parcels. Include any final approved assessment changes in applicable fiscal year Engineer's Report.

TASK IV: ANNUAL ADMINISTRATION – COASTAL SAGE AND SCRUB COMMUNITY FACILITIES DISTRICT

Provide the following services to complete the updating of Coastal Sage and Scrub Community Facilities District (with approximately 25 parcels) tax rolls to levy the charges for the next fiscal year(s) pursuant to Section 3114.5 of the Street and Highway Code, Section 53328.3 of the Government Code, and Notice of Special Tax Lien recorded on January 4, 2005 as document No. 05-0023585.

1. Review existing methodology and prepare Engineer's Report.

2. Prepare two (2) staff reports for City Council for each district at the following stages of the process:

   c. Setting of rates and Public Hearing date

d. Approval of rates and Public Hearing

3. Attend City Council meetings for the setting of the rates and Public Hearing

4. Obtain digital copies of the tax roll from County of Los Angeles Assessor and update the existing database. Compare with previous fiscal year tax rolls to determine any discrepancies and report to City.

5. Prepare and furnish Preliminary Assessment Roll for each district in digital format with new proposed charges provided by the City.

6. After confirmation of charges by the City Council, submit the “Assessment Roll” in the required format to the County of Los Angeles Auditor/Controller’s office. Make necessary corrections, if required, after receipt of the Exception Report from the County of Los Angeles. Furnish one (1) bound copy and computer disk of the Final “Assessment Roll” to the City.

7. Evaluate and update assessment factors for parcels. Include any final approved assessment changes in applicable fiscal year Engineer’s Report.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMEMT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
_____
FOR
_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____ a [(state) (entity information)] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to _____, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

SAMPLE

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City

Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

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

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

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

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

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

SAMPLE

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.**]**

4.2. Notice of Termination. The City reserves and has the right and privilege of

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

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

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

(a) Be adjudged bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

SAMPLE

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Consultant certifies as follows:

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

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

(d) Professional liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant pursuant to its contract with the City; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant.

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

(c) Primary Coverage: Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

SAMPLE

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

SAMPLE

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

SAMPLE

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

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

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

SAMPLE

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any

developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

SAMPLE

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding

court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Carmelita Underwood
Risk Management

SAMPLE

ATTACHMENT NO. 2

RESOLUTION NO. 2026-11

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 (ASSESSMENT ENGINEERING SERVICES)

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 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. 2026-17, 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 3rd day of February, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-11 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-17

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 181-Maintenance District #1			
Revenue	$818,500	$0	$818,500
Expenditures	$812,018	12,000	$824,018
Net Change in Fund Balance	**$6,482**	**$12,000**	**$(5,518)**
Fund 182-Maintenance District #2			
Revenue	$289,800	$0	$289,800
Expenditures	487,480	12,000	499,480
Net Change in Fund Balance	**$(197,680)**	**$12,000**	**$(209,680)**
Fund 183-Coastal Sage and Scrub CFD			
Revenue	$116,300	$0	$116,300
Expenditures	150,980	7,500	158,480
Net Change in Fund Balance	**$(34,680)**	**$7,500**	**$(42,180)**
Fund 184-Maintenance District #4			
Revenue	$1,088,350	$0	$1,088,350
Expenditures	$1,902,123	20,000	$1,922,123
Net Change in Fund Balance	**$(813,773)**	**$20,000**	**$(833,773)**
Fund 186-Maintenance District #6			
Revenue	$169,700	$0	$169,700
Expenditures	336,261	12,000	348,261
Net Change in Fund Balance	**$(166,561)**	**$12,000**	**$(178,561)**
Fund 187-Maintenance District #7			
Revenue	$191,450	$0	$191,450
Expenditures	377,781	12,000	389,781
Net Change in Fund Balance	**$(186,331)**	**$12,000**	**$(198,331)**
Fund 188-Citywide Maintenance District			
Revenue	$1,976,303	$0	$1,976,303
Expenditures	2,376,615	40,000	2,416,615
Net Change in Fund Balance	**$(700,312)**	**$40,000**	**$(440,312)**

Exhibit A (continued)

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-17

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 189-Sewer Maintenance			
Revenue	$4,689,600	$0	$4,689,600
Expenditures	2,626,060	40,000	2,666,060
Net Change in Fund Balance	**$(2,063,540)**	**$40,000**	**$(2,023,540)**
EXPENDITURE TOTAL INCREASE		**$155,500**	

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF DRAFT REQUEST FOR PROPOSALS FOR CITY ENGINEERING SERVICES, TRAFFIC ENGINEER SERVICES, ENGINEERING GRANT WRITING/ADMINISTRATION SERVICES, AND ON-CALL GENERAL ENGINEERING SERVICES**

RECOMMENDATION:

Staff recommends that the City Council authorize the Community Development Department to issue a formal Request for Proposals (RFP) for the City and Traffic Engineering, Grant Writing/Administration, and On-Call General Engineering Services.

BACKGROUND:

Historically, the City of West Covina provided Engineering services through a fully staffed Engineering Division of the Public Works Department. In 2015, the City hired Willdan as its contract Traffic Engineer to oversee traffic issues and improvements. In June 2018, upon the resignation of the Public Works Director/City Engineer, the City contracted with Willdan to manage the Public Works Department.

In November 2018, City Hall was reorganized to eliminate the Public Works Department and create the Community Development Department (Building, Economic Development, Engineering and Planning) and the Public Services Department (Community Services and Public Works Maintenance). At that time, the City contracted with Willdan to serve as its contract City Engineer. In June 2019, as part of the discussions on the Fiscal Year 2019-20 Budget, it was determined that the remaining Engineering Division positions would be eliminated (vacant and filled positions) and an Engineering consultant firm would be contracted to provide all Engineering services for the City. In October 2023, the City Council approved the reorganization of City departments, including re-establishing the Public Works Department. However, Engineering remains within the Community Development Department.

Currently, the City's engineering services are provided by Transtech Engineers, Inc. (Transtech) with one City staff personnel serving as the CIP Project Manager (since June 2024). Transtech has provided the City's engineering, traffic engineering, grant writing, and administrative engineering services since September 2019. Most recently, Transtech's agreement was extended on a month-to-month basis in September 3, 2024, to provide the City with sufficient time to go through the Request for Proposal (RFP) process, hire the best firm, and investigate the possibility of staffing the Engineering Division with City employees.

Staff posted an RFP for City Engineering services, Traffic Engineering services, Grant Writing and

Administration services, and on-call general engineering services on PlanetBids on August 12, 2024. On April 15, 2025, the RFP was taken to the Council for award; however, the City Council directed staff to reject all bids and to readvertise, as they were not comfortable with staff's recommendation. Staff were then directed to readvertise and request additional information.

On June 24, 2025, staff advertised the RFP on Planetbids with the requested information; however, staff did not move forward with the award of the RFP, as additional internal review was needed to confirm project scope, timing, and resource availability prior to advancing.

DISCUSSION:

To ensure the RFP process meets the needs of the Council, staff is seeking City Council feedback on the proposed Request for Proposals (RFP) included as Attachment No.1 — Draft RFP. The Draft RFP is substantially the same version as the one previously issued on 6/24/2025.

The Draft RFP solicits professional engineering consultant services that perform professional municipal services. The scope of work includes:
1. City Engineer Services
2. Traffic Engineering Services
3. On-Call Engineering Services

The RFP specifies that proposals will be evaluated and ranked based on the evaluation criteria outlined in the table below:

Criteria	**Maximum Points**
Completeness of Proposals	20
Relevant Experience and Qualifications of the Proposed Project Team	30
Capacity to Perform	30
Proposed Cost	20
Total	100

Additionally, the RFP states that an in-person oral presentation (in accordance with Section 9) by the proposers in final contention for award of an agreement services may, in City's discretion, be required as a part of this RFP process. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report. The City Attorney's Office has not reviewed the draft RFP.

OPTIONS:

The City Council has the following options:

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

Prepared by: Robert Ortega, CIP Project Manager
Additional Approval: Neil Mehta, Assistant City Manager

Attachments

Attachment No.1 - RFP

CITY COUNCIL GOALS & OBJECTIVES: Maintain Good Intergovernmental Relations

CITY ENGINEERING SERVICES, TRAFFIC ENGINEER SERVICES, ENGINEERING GRANT WRITING/ADMINISTRATION SERVICES, AND ON-CALL GENERAL ENGINEERING SERVICES	**Approved by:**	**RFP No.**
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified vendors to provide City Engineering services, traffic engineering services, grant writing and administration services, and on-call general engineering services.

2. RFP SCHEDULE

- RFP release:
- Questions due:
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted:
  (Responses will be posted on City's Planet Bids portal)
- Proposals due:
- Interview date: Tentatively scheduled for the week of
- Award of Contract (tentative date):
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement
Attachment C: Form Sam.gov Verification - Debarment & Suspension
Attachment D: Verification Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than **XX** on XX**.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of two (2) years, with the option to extend the term for up to three (3) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

9. ORAL PRESENTATIONS/INTERVIEW

An in-person oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify the proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense and all key personnel shall attend in-person. Virtual presentations and/or participation will not be accommodated. The oral presentation/interview is tentatively scheduled for the week of September 9, 2025.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue South, Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal	20
Relevant Experience and Qualifications of Proposed Project Team	30
Capacity to Perform	30
Proposed Cost	20
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws

regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they

agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____State_____Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
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ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF SERVICES

In general, the consultant shall perform professional municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, engineering support, permit administration, and plan check. The scope of work includes, but shall not be limited to, the following:

City Engineer Services

1. Manage plan review and inspection services for all public right-of-way encroachment permits to confirm compliance with all applicable codes, regulations, policies, standards, and best practices. Such permits may include construction work; construction or vehicle operations; oversize vehicles; street closures; temporary storage of vehicles, storage pods, trash bins, or other objects; news racks; and ongoing encroachment by awnings, sidewalk dining, etc. Services will include but may not be limited to the following:

    - Receiving/processing permit applications, assessing permit fees, and issuing permits
    - Performing pre-work inspections as needed to evaluate existing conditions
    - Reviewing plans and specifications
    - Writing corrections and redlining of plans
    - Determining appropriate conditions to impose on permits
    - Determining whether a traffic control plan is required and reviewing such plans
    - Performing regular inspections of ongoing work and inspections of completed work to ensure compliance with approved plans and permit conditions
    - Maintaining regular communication with the applicant, job superintendent, or other project representatives as needed

2. Maintain a communication channel for applicants and job superintendents to communicate directly with the public works inspector via telephone, and/or with the city engineer on behalf of the inspector. Provide continuity of inspection services through project completion.

3. Provide a public works inspector to maintain a consistent on-site presence at City Hall and within the City on a regular and/or on an as-needed basis, with the understanding that this means a frequent presence to ensure timely inspections of ongoing work in the public right-of-way and address issues as they arise. The expected requirement for a typical encroachment permit is 4 to 5 days a week at approximately 4 hours of work each day.

4. Provide plan review of grading, drainage, and improvement plans for private and public development projects. Services will include, but are not limited to the following:

   - Receiving/processing permit applications, assessing permit fees, and issuing permits
   - Reviewing plans and specifications
   - Writing corrections and redlining of plans
   - Determining appropriate conditions to impose on permits
   - Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
   - Learning and effectively utilizing the City's cloud-based software for permit issuance and tracking

5. Provide plan review of plans submitted for planning or zoning review for public works issues. This may include conceptual or preliminary plans, architectural plans, site plans, and preliminary grading plans. Services will include but are not limited to the following:

   - Reviewing project applications, plans, and related documents
   - Identifying major public works issues to be addressed through the planning process prior to plan check submittal including but not limited to grading, off-site improvements, and traffic
   - Writing conditions of approval related to public works issues to be imposed on the project through the planning process
   - Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
   - Learning and effectively utilizing the City's permitting software for permit issuance and tracking

6. Provide review of projects submitted under the Subdivision Map Act and related provisions of the West Covina Municipal Code. This includes but may not be limited to tentative and final maps, lot mergers, lot line adjustments, certificates of compliance, dedications, vacations, and easements. Services will include but are not limited to the following:

   - Reviewing applications, maps, legal descriptions, deeds, and related documents
   - Providing redline documents and writing corrections
   - Writing conditions of approval to be imposed on tentative maps
   - Providing pick-up and delivery of documents at City Hall and maintaining a log of reviews in process and their status accessible at any time by City staff
   - Learning and effectively utilizing the City's permitting software for project tracking

7. Provide city engineering services, including but not limited to the following:

- Attend meetings with City staff, public officials, developers, contractors, and the public as needed
- Attend Commission and City Council meetings as needed
- Represent the City as its city engineer while interfacing with the public and other agencies including but not limited to Los Angeles County Department of Public Works, Southern California Edison, and the water purveyors that serve the City
- Serve as the primary liaison to the Los Angeles County Department of Public Works for technical and policy issues
- Review documents and reports from other agencies pertaining to West Covina infrastructure or public works matters and provide recommendations to staff on appropriate responses or actions
- Provide guidance and technical assistance to City staff on public works and engineering laws, policies, procedures, and best practices including but not limited to the California Public Contract Code, Streets and Highways Code, and Subdivision Map Act
- Provide guidance and technical assistance to field staff regarding infrastructure and maintenance issues

8. Provide a dedicated City Engineer to maintain regular on-site presence at City Hall, with a consistent minimum of 8 hours a week, and a consistent schedule agreed upon by the selected firm and the City. Hours may be adjusted over time depending on project volume and workload. While in the office, the City Engineer will be expected to provide internal and external customer service, including seeing customers at the counter, meeting with City staff, and taking phone calls. To ensure continuity and efficiency, the same individual shall fulfill this role on an ongoing basis.

9. Provide a dedicated Associate Engineer to maintain regular on-site presence at City Hall, anticipated at 24-30 hours a week, with a consistent schedule agreed upon by the selected firm and the City. Hours may be adjusted over time depending on project volume and workload. While in the office, the Associate Engineer will be expected to provide internal and external customers, including seeing customers at the counter, maintaining regular office hours, meeting with City staff, and taking phone calls. The Associate Engineer will be responsible for project management, construction management, related inspections, and permit application intake/issuance. To ensure continuity and efficiency, the same individual shall fulfill this role on an ongoing basis.

10. Assist Capital Improvement Project Manager in project and contract management services for public works projects and other select capital improvement projects to be determined. Services will include but are not limited to the following:

    - Prepare project plans, bid specifications, and Notice Inviting Bids
    - Conduct pre-bid meetings

- Respond to inquiries and prepare addendums to bid specifications as needed
- Prepare staff reports and other documents as may be needed for contract approval
- Monitor labor compliance
- Prepare contract change orders
- Review project invoices for accuracy and contract compliance
- Prepare staff reports and other documents as may be needed for project acceptance
- Maintain all project documents and files on behalf of City
- When applicable, work with City's grant administrator on grant-funded projects to prepare additional paperwork as necessary for grant compliance

11. Assist Capital Improvement Project Manager in project management and manage consultant contracts for public works services, such as updating plans or preparing studies beyond this scope of services. Services will include but are not limited to the following:

    - Prepare and distribute RFPs or RFQs
    - Evaluate proposals submitted and interview consultants as needed
    - Negotiate price and contract terms with consultant on behalf of City
    - Prepare staff reports and other documents as may be needed for contract approval
    - Direct consultant work, serve as liaison with consultant, and review work product
    - Monitor work and progress and review invoices to ensure consistency with project budget and schedule

12. Advise City staff as to grants or other funding available for public works projects and, when so directed, initiate and prepare applications for such funding or grants.

13. Assist the City in processing grant applications and administration of awarded grants.

14. Monitor trends, legislation, and standard practices and advise the Community Development Director on appropriate codes, policies, procedures, and practices to adopt.

15. Coordinate, consult, and provide input to other departments and agencies as may be required, including but not limited to planning, building, code compliance, the Los Angeles County Department of Public Works, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, the City's consultant for building and safety services, the City's consultant for NPDES compliance, and utility providers.

16. Prepare, implement, and enforce policies and procedures.

17. In the event of a local, regional, or national emergency or disaster, provide engineering and public works plan review and inspection services as required to appropriately respond to the emergency, including after regular business hours.

18. Provide any other services as may be necessary for administration and enforcement of the California Public Contract Code, Streets and Highways Code, Subdivision Map Act, applicable provisions of the West Covina Municipal Code, and any other codes pertaining to public works and engineering matters.

Traffic Engineering Services

Provide traffic engineering services, including but not limited to the following:

- Review and provide comments on traffic impact studies prepared by other consultants for development projects
- Review and provide comments on proposed development projects pertaining to traffic issues including but not limited to traffic impacts, site access and circulation, and parking
- Prepare conditions of approval for projects
- Review and provide engineering judgement on traffic safety issues raised by City staff, the Traffic Committee, and the public
- Conduct traffic reviews and prepare reports with recommendations for issues including but not limited to stop sign warrants, crosswalk installation and removal, traffic calming, speed surveys, accident histories, and other general traffic safety and related issues
- Prepare and make presentations to the Traffic Committee and City Council regarding traffic reviews and recommendations
- Serve as the primary liaison to the Los Angeles County Department of Public Works for traffic signal timing and maintenance, striping, signs, and other traffic issues

On-Call Engineering Services

Provide municipal engineering services on an “on-call” or “as needed” basis for various duties assigned by Community Development Director and/or Deputy Community Development Director. Services may include but are not limited to the following:

- General consulting and technical advice
- Private development application reviews
- Infrastructure design, construction and/or operation
- Assistance with the Capital Improvement Program
- Reviewing and certifying design plans, specifications and cost estimates for City capital projects

- Performing the lead role in the engineering review, coordination and technical administration of assessment districts and bond issue projects to provide coordinated and cost-effective project
- Reviewing private development construction plans, mapping and projects for compliance with City adopted design standards, subdivision standards and Building Code and related work as required
- Assisting the City in processing Federal, State and regional permits
- Assisting the City with processing grant applications
- Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Community Development Director and/or Deputy Community Development Director
- Assist in the new permit processing software (Accela) conversion process.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMENT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

SAMPLE
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this __ day of , 20_ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to _____ , as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

E. Consultant responded to the City's Request for Proposals dated _____, incorporated via this reference as if fully set forth herein, and Consultant'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:

1.1. SERVICES PROVIDED BY CONSULTANT

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

1.3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect

SAMPLE

Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

SAMPLE

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.1. COMPENSATION AND BILLING

2.2. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ ____ .00).

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

SAMPLE

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

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

3.1. TIME OF PERFORMANCE

3.2. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.1. TERM AND TERMINATION

4.2. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20_ , unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.]**

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

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

SAMPLE

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.4. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.1. INSURANCE

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

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

SAMPLE

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

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

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions

SAMPLE

of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

SAMPLE

6.1. GENERAL PROVISIONS

6.2. 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.

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

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

6.4. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.5. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such

communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

6.6. 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.

6.7. 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.

SAMPLE

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

6.9. Indemnification and Hold Harmless.

(a) General Indemnification. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim,

action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

(b) Indemnification for Design Professional Services. To the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of design professional services under this Agreement by a "design professional," as such term is defined in California Civil Code section 2782.8(c). The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

SAMPLE

Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

SAMPLE

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

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

6.14. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.15. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

SAMPLE

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

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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.

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

6.24. 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.

SAMPLE

6.25. 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.

6.26. 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.

6.27. 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.

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

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

SAMPLE

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Carmelita Underwood
Risk Management

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF INCREASE IN HOURLY RATES FOR LIMITED SERVICE COMPENSATION SCHEDULE TO REFLECT INCREASE IN STATE HOURLY MINIMUM WAGE EFFECTIVE JANUARY 1, 2026**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve wage adjustments to limited services positions to bring them into compliance with the State's minimum wage requirement effective January 1, 2026; and
2. Adopt the following resolution:

   RESOLUTION NO. 2026-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE FOR CONSISTENCY WITH STATE LAW

BACKGROUND:

On April 4, 2016, Governor Jerry Brown signed SB 3 (Leno, Chapter 4), which gradually raised the State minimum wage. As of January 1, 2024, the State minimum wage is increased annually for the inflation based on the national Consumer Price Index (CPI). The annual inflationary increases are capped at 3.5% regardless of the CPI in any given year. California's minimum wage increased to $16.90 per hour for all employers on January 1, 2026.

DISCUSSION:

Effective January 1, 2026, the State minimum wage increased from $16.50 per hour to $16.90 per hour – a 2.42% increase. Due to this increase, seven (7) classifications within the City's Limited Service Compensation Schedule (i.e., part-time position schedule) will fall below the State $16.90 minimum wage requirement and must be adjusted accordingly. Additionally, six (6) classifications also need adjusting due to compaction.

LEGAL REVIEW:

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

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

There will be a minimal increase, which can be absorbed within the Fiscal Year 2025-26 budget. Therefore, there is no financial impact to the City's General Fund.

Attachments

Attachment No. 1 - Resolution No. 2026-13

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

ATTACHMENT NO. 1

RESOLUTION NO. 2026-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE FOR CONSISTENCY WITH STATE LAW

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

WHEREAS, on December 17, 2024, the City Council adopted Resolution No. 2024-69, amending the Limited Service Compensation Schedule for consistency with State law; and

WHEREAS, the State minimum wage increased to $16.90 per hour effective January 1, 2026; and

WHEREAS, the City of West Covina is required to comply with such law by ensuring City employees are paid at the level established; and

WHEREAS, the State minimum wage impacts the current hourly wage for the following seven (7) classifications: Cable TV Production Assistant, Day Care Teacher, Food Services Worker, Intern, Maintenance Assistant, Office Aide I, and Recreation Leader; and

WHEREAS, due to compaction, the State minimum wage impacts the current hourly wage for the following six (6) classifications: Assistant Cook, Day Care Director, Office Aide II, Office Aide III, Police Cadet, and Recreation Site Coordinator; and

WHEREAS, the City Council desires to amend the Limited Service Compensation Schedule for consistency with State law.

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

SECTION 1. The Limited Services Compensation Schedule is hereby amended as set forth in the attached Exhibit A.

SECTION 2. The effective date of this limited service hourly rate adjustment for the Cable TV Production Assistant, Day Care Teacher, Food Services Worker, Intern, Maintenance Assistant, Office Aide I, and Recreation Leader is January 1, 2026. The effective date for the limited service hourly rate adjustment for the Assistant Cook, Day Care Director, Office Aide II, Office Aide III, Police Cadet, and Recreation Site Coordinator classifications will be effective the first available payroll period following January 3, 2026.

SECTION 3. Effective January 1, 2026, the Limited Service Compensation Schedule attached hereto as Exhibit A shall supersede and replace the Limited Service Compensation Schedule adopted through Resolution No. 2024-69.

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

APPROVED AND ADOPTED this 3rd day of February, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-13 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

LIMITED SERVICE COMPENSATION SCHEDULE

CITY OF WEST COVINA
LIMITED SERVICE COMPENSATION SCHEDULE
Effective January 1, 2026

CLASSIFICATION	PAY RANGE	HOURLY BASE RATE		
		STEP 1	STEP 2	STEP 3
Assistant Cook	PT05	$18.48	$19.40	$20.37
Cable TV Production Assistant	PT01	$16.90	$17.75	$18.64
Day Care Director	PT11	$20.86	$21.90	$23.00
Day Care Teacher	PT03	$16.90	$17.75	$18.64
Food Services Worker	PT02	$16.90		$17.75
Intern	PT09	$16.90		$20.00
Maintenance Assistant	PT02	$16.90		$17.75
Office Aide I	PT02	$16.90		$17.75
Office Aide II	PT04	$18.15		$19.06
Office Aide III	PT07	$19.40		$20.35
Police Background Investigator	PT13	$40.00	$45.00	$50.00
Police Cadet	PT16	$18.50	$19.43	$20.40
Recreation Leader	PT01	$16.90	$17.75	$18.64
Recreation Site Coordinator	PT06	$18.55	$19.48	$20.45
Auxiliary Safety Reserves				
Police Officer Level III Reserve	PT20			$25.00
Police Officer Level II Reserve	PT14			$32.00
Police Officer Level I Reserve	PT15			$40.00
PD Sergeant Level I Reserve	PT08			$41.60
PD Lieutenant Level I Reserve	PT10			$43.26
PD Commander Level I Reserve	PT12			$45.00

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: PURCHASING REPORT AND REJECTION OF UNAWARDED BID

RECOMMENDATION:

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

1. Receive and file the listing of all contracts and purchase orders that were awarded by the Acting City Manager from July 1, 2025 to December 31, 2025.
2. Reject the unawarded requests for bids and requests for proposals detailed within the staff report.

BACKGROUND:

Sections 2-337 and 2-356 of the West Covina Municipal Code require a report be presented to the City Council on a semi-annual basis listing all contracts and purchase orders that have been awarded by the City Manager pursuant to the City Manager's authority during the preceding six months. The report must include a description of the materials or services or public project performed, the vendor/contractor name and the total amount of the expenditure. The last report was submitted to the City Council at the August 19, 2025 City Council meeting.

DISCUSSION:

Staff is submitting a Purchasing Report (Attachment No. 1) that provides a list of all purchase orders entered into under the Purchasing Officer's and Acting City Manager's authority during the period of July 1, 2025 through December 31, 2025.

During this process, staff identified request for bids (RFB) and request for proposals (RFP) that were posted and opened, but not awarded. The RFBs and RFPs are listed in Table 1 below. Per West Covina Municipal Code Sections 2-334, 2-354, and 2-355, the City Council may reject any and all bids or proposals presented. Staff is presenting the RFBs and RFPs listed below for formal rejection by City Council.

RFB/RFP Description	RFB/RFP #	Posted	Bid Closed
Catering Services for State of City	2026-05	07-28-2025	08-11-2025
City Engineering/Traffic Services	2025-19	06-24-2025	08-21-2025
Federal Lobbyist	2026-02	10-08-2025	11-13-2025
Grant Writing Services	2026-03	10-01-2025	11-06-2025

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendations; or
2. Provide alternative directions.

Prepared by: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Attachments

Attachment No. 1 - Purchasing Report

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

ATTACHMENT NO. 1

City of West Covina
Contracts & Purchase Orders Issued under Section 2-337- and 2-356 of the Municipal Code
July 1, 2025 to December 31, 2025

Vendor Name	Item Description	Amount FYE2025
Sum of Amount Ordered		**Original PO FY**
Vendor Name	**PO Description**	**26**
AARDVARK TACTICAL	KBT Kinetic Breaching Tool RAM k	13,913.75
ACTION COMMUNITY FOO	CDBG Public Service	4,900.00
ADVEXURE LLC	DroneSense mobile streaming and	13,824.00
ALLIANT INSURANCE SE	Government crime insurance	6,445.00
ANTHONY RIVERA	LED wall and setup/tear down	6,000.00
ASSIST LEAGUE OF COV	CDBG Subrecipient	4,900.00
ATHANS ICE HOUSE	Snow play area/slide	16,005.54
BE DAZZLE MY EVENTS	State of City equipment	21,357.00
BLUEALLY TECHNOLOGY	Email security subscription	31,815.00
BOOT BARN	Boot allowance	2,800.00
BRADLEY DAVISON	Clerical services	20,000.00
CDW GOVERNMENT INC	Annual Veeam Server Backup Soft	7,350.00
	Trend micro cloud one endpoint	7,842.00
COLE HUBER LLP	Legal services - BKK Landfill	10,000.00
	Legal services - Measure A	30,000.00
COLLEEN ISHIBASHI	Clerical services	20,000.00
COMPLETE PAPERLESS S	Laserfiche support	11,631.32
DANA SAFETY SUPPLY I	Equipment	14,078.35
DANIELS TIRE SERVICE	Tires	25,000.00
DELL COMPUTERS	Desktops	38,859.27
DOOLEY ENTERPRISES I	Supplies	28,872.69
ECOHERO SHOW LLC	Community engagement for CRV	5,200.00
ELECTRA-MEDIA INC	West Covina Auto Sign	2,634.18
	West Covina Auto Sign Cellular	874.50
	West Covina Auto Sign Maintenance	11,233.14
	West Covina Auto Sign Programming	5,159.94
ESRI	ARCGIS subscription	14,195.00
FORTRESS SECURITY &	Security and fire alarm repairs	23,108.00
FRANCISCO BURCIAGA	Catering services	22,987.14
FULL CIRCLE ELECTRON	Recycling	5,500.00
GRAINGER INC	Janitorial supplies	20,000.00
HEAVENLY FLOWERS	State of City flowers	7,630.00
HOUSING RIGHTS CENTE	Fair housing services	10,000.00
IMPEX TECHNOLOGIES	Purge storage flash array	15,470.04
INTELESYSONE	VOIP phone maintenance	11,689.00
INTIME SOLUTIONS INC	Scheduling software	13,020.00
J & L CUSTOM AUTO BO	Vehicle repairs	30,000.00
JENIFER HEYNEZ	Clerical services	48,000.00
JGL MECHANICAL INC	Replace 7.5 ton split system	31,827.00
JOE A GONSALVES & SO	Consultant for property management plans etc.	30,000.00
JOHNSON HEALTH TECH	Equipment	27,700.62
KJ CONSULTANTS INC	Fire plan check services	40,000.00
LN CURTIS & SONS COR	SCBA flow testing	5,550.00

ATTACHMENT NO. 1

City of West Covina
Contracts & Purchase Orders Issued under Section 2-337- and 2-356 of the Municipal Code
July 1, 2025 to December 31, 2025

Vendor Name	Item Description	Amount FYE2025
LOCALITY MEDIA INC	Cloud/internet based records maintenance	42,630.00
MACIAS, ENRIQUE	Tuition reimbursement	2,284.44
MAK FIRE PROTECTION	Fire plan check services	20,000.00
MITY-LITE INC	Chairs	15,681.21
MOTOROLA SOLUTIONS I	Radio management	22,875.00
MULTIFORCE SYSTEMS C	Replacement of phoneline modem	5,812.00
MV PUBLIC TRANSPORTA	Event shuttle	4,000.00
PARABON NANOLABS INC	DNA analysis services	9,190.00
PJ PRINTERS INC	Printing services	14,450.27
PROJECT 29:11 A COMM	Food bank services	5,000.00
PRUDENTIAL OVERALL S	Maintenance / repairs	13,033.70
QUADIENT	Postage	30,000.00
RELX	Accurint Virtual Crime Center su	21,441.54
	Desk Officer Reporting System li	14,493.13
REVOLUTION FOODS PBC	Frozen Meals for Senior Nutrition	20,000.00
SAUCE CREATIVE SERVI	City Discover brochure	22,950.00
SECTRAN SECURITY INC	Armored truck services	6,719.76
SEQUOIA ENGINEERING	Maintenance / repairs	15,987.55
SQUARE SIGNS, LLC	Fire Station 1 sign	3,558.40
SSP INC	Lockers for WCPD evidence	25,635.77
STUDIO CITY SOUND	State of City - AV	6,159.00
TELEFLEX LLC	Supplies	14,000.00
THE PARTY STAFF INC	State of City - food services	6,111.00
THE TECH 10 GROUP	Sound/lighting for Festival of Frights	11,000.00
TOP NOTCH PLUMBING I	Orangewood Park emergency repairs	23,358.99
	Water heater replacement	7,908.92
VALLEY LIGHT INDUSTR	Bus shelter cleaning services	14,000.00
VERDEK LLC	ChargePoint network connection	9,545.00
VERITIV OPERATING CO	Fire janitorial supplies	8,000.00
WAXIE SANITARY SUPPL	Janitorial services	40,000.00
WILLDAN FINANCIAL SV	Professional services - Comm Dev	50,000.00
WILLIAMS SCOTSMAN IN	Fire Station 1 temporary building lease	39,445.00
YWCA OF SAN GABRIEL	Case management services	4,900.00
ZOLL MEDICAL CORP GP	Medical supplies	15,000.00
Grand Total		**$ 1,282,543.16**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF THE FIRST QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2025-26**

RECOMMENDATION:

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

1. Receive and file the First Quarter Financial Report for Fiscal Year 2025-26; and
2. Adopt the following resolution:

RESOLUTION NO. 2026-15 - 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 (FIRST QUARTER FINANCIAL REPORT)

BACKGROUND:

This report is intended only to provide the City Council and the public with an overview of the City's general fiscal condition. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit. The City will make the Quarterly Financial Report available on the City's website for review by the City's stakeholders.

DISCUSSION:

The City has completed the first quarter of Fiscal Year 2025-26. The Quarterly Report (Attachment No. 1) summarizes the overall financial performance of the City for the period of July 1, 2025 through September 30, 2025, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds.

The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year-end to account for such activity in the correct fiscal year. Additionally, a budget amendment (Attachment No. 2) is proposed with the Quarterly Report to adjust revenue and expenditures based on the activity to date.

LEGAL REVIEW:

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

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The original General Fund budget for Fiscal Year 2025-26 had a net change of $81,657. The first quarter budget amendment had a negative impact of $81,940 for General Fund and "special Revenues of $400,750 for a total of $482,690.
The proposed amendment includes the following changes for in General Fund (Fund 110) appropriations:

General Fund	Original Budget	Current Budget	Requested BA	Amended Budget
Revenue				
Property Tax	37,345,400	37,345,400		37,345,400
Sales Tax	26,500,000	26,500,000		26,500,000
Other Taxes	10,534,000	10,534,000		10,534,000
Charges for Services	8,957,830	8,957,830		8,957,830
Licenses & Permits	4,101,000	4,101,000		4,101,000
Revenue from Other Agencies	3,847,000	3,847,000	200,000	4,047,000
Use of Money & Property	1,915,000	1,915,000		1,915,000
Interdepartmental Charges	1,196,210	1,196,210		1,196,210
Fines & Forfeitures	1,749,600	1,749,600		1,749,600
Transfers In/Out	1,555,888	1,555,888		1,555,888
Other Revenues	137,400	137,400		137,400
Revenue Total	97,839,328	97,839,328	200,000	98,039,328
Expenditure				
Administration	2,148,999	2,142,999		2,142,999
City Clerk	442,507	448,507		448,507
CIP Projects	162,211	162,211		162,211
Code Enforcement	934,401	934,401		934,401
Community Development	612,650	612,650	16,280	628,930
Community Services	4,351,638	4,351,638		4,351,638
Finance	3,994,364	3,964,364	12,200	3,976,564
Fire	26,210,482	26,210,482	253,460	26,463,942
Police	40,516,613	40,516,613		40,516,613
Public Services	1,014,012	1,014,012		1,014,012
Public Works	3,431,279	3,431,279		3,431,279
Transfers	13,098,441	13,098,441		13,098,441
Human Resources	871,100	901,100		901,100
Expenditure Total	97,788,697	97,788,697	281,940	98,070,637
Revenue Less Expenditures	**50,631**	**50,631**	**(81,940)**	**(31,309)**

Attachments

Attachment No. 1 - First Quarter Financial Report
Attachment No. 2 - Resolution No. 2026-15

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

CITY OF WEST COVINA

FIRST QUARTER FINANCIAL REPORT

Fiscal Year 2025-26

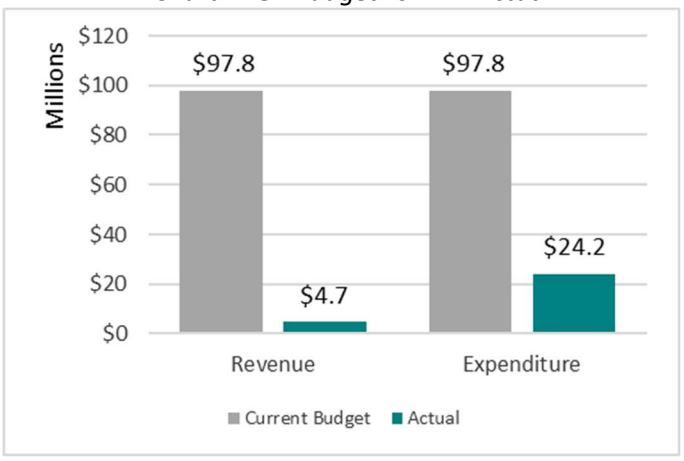
The City has completed the first quarter of Fiscal Year (FY) 2025-26. This report summarizes the overall financial performance of the City for the period of July 1, 2025, through September 30, 2025, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds. The information presented is unaudited. This report is intended to provide City Council and the public with an overview of the City's general fiscal condition.

The revenue and expenditures per the Budget to Year-To-Date (YTD) Actual comparisons include any appropriations made as of September 30, 2025. The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year end to account for such activity in the correct fiscal year.

GENERAL FUND

The General Fund (GF) is the general operating fund for the City. It provides the resources to sustain the day-to-day activities and services to the community. All nine departments receive support, either directly or indirectly, from the General Fund.

Chart 1: GF Budget vs. YTD Actual



The General Fund original budget for FY 2025-26 was $97.8 million in revenue, $97.8 million in expenditures and net transfers, for a total net change of fund balance of $81,657. With only 25% of the year complete, General Fund revenues are 4.8% of budget, and expenditures are 24.7%. Total revenues are $4.7 million, and expenditures are $24.2 million leaving a total revenue less expenditures negative $19.5 million.

GENERAL FUND REVENUE

The City's two major General Fund revenue sources are Property Tax and Sales Tax which make up 65% of the General Fund revenues combined. Table 1 below summarizes revenue to-date.

Table 1:GF Revenue - Budget vs. YTD Actuals

Revenue Source	Current Budget	YTD Actual	%
Property Tax	37,345,400	-	0.0%
Charges for Services	8,957,830	659,835	7.4%
Fines & Forfeitures	1,749,600	78,956	4.5%
Interdepartmental Charges	1,196,210	-	0.0%
Licenses & Permits	4,101,000	761,866	18.6%
Other Revenues	137,400	8,996	6.5%
Other Taxes	10,534,000	374,231	3.6%
Revenue from Other Agencies	3,847,000	433,404	11.3%
Sales Tax	26,500,000	2,013,432	7.6%
Use of Money & Property	1,915,000	340,736	17.8%
Transfers In/Out	1,555,888	-	0.0%
Grand Total	**97,839,328**	**4,671,455**	**4.8%**

PROPERTY TAX

The first major property tax distribution to the City for the fiscal year is received in December which is included on next quarter report. Included in this line are Secured Property Taxes, Property Taxes In-Lieu of Vehicle License Fees (VLF), and residual payments from the dissolution of the former redevelopment agency.

SALES TAX

As of September 30, 2025, the allocation received represents approximately 7.6% of the total sales tax allocation for the year. This is typical for this time of year as there is a two-month lag in sales tax distributions. The City will continue to receive sales tax allocations with the final quarter allocation distributed by the California State Department of Taxes and Fees Administration (CDTFA) in August 2025.

OTHER TAXES

This category includes Franchise Fees, Business License Tax, Transient Occupancy Tax (TOT), and Property Transfer Tax. At the end of the first quarter only $374k or 3.6% of the original budget projection was collected. This is due to a lag in when these revenues are received. Additionally, these taxes are not evenly disbursed throughout the year.

CHARGES FOR SERVICES

These revenues include plan check and zoning related fees, recreation fees, interfund charges, police, and fire fees. These fees are trending below projected at approximately 7% or $660k through September 2025.

LICENSE & PERMITS

Revenues for licenses & permits include building and engineering permits, and animal licenses. Revenue projections are trending slightly under projected at 19% of the original budget projection or $762k.

REVENUES FROM OTHER AGENCIES

This category includes Vehicle In-Lieu, State Mandated Cost reimbursement revenue, the exchange of Prop A funds, and mutual aid cost reimbursement for strike team deployments for the Fire Department. Most of this revenue is received once within the fiscal year. The Prop A Exchange (which accounts for $2.6 million) typically does not occur until the end of the fiscal year.

To date the Fire Department has spent over $514k in mutual aid overtime, this plus an administrative fee will be reimbursed and the overage is included in the proposed budget amendment.

INTERDEPARTMENTAL CHARGES

This category includes overhead chargebacks from internal service funds: General Liability, Workers Compensation, and Fleet Maintenance. These charges are billed monthly and equally distributed.

USE OF MONEY & PROPERTY

This category includes rental and interest income. These are trending under projections at 18% or $341k through September 2025.

FINES & FORFEITURES

This category includes late payment penalties, collection agency fees, code fines, vehicle impound fees, and administrative citations. Overall, fines and forfeitures are only 5% for the quarter.

OTHER REVENUES

This category includes proceeds from auction, advertising, final map, and other miscellaneous revenue. At the end of the first quarter, $9k or 7% of the original budget projection has been realized. This is typical for this time of year. Prior year had a one-time reimbursement during this first quarter.

TRANSFERS IN

This category includes a transfer from the Successor Agency for administrative costs. This transfer is made at the end of the fiscal year.

REVENUES PROJECTIONS

Revenue projections (see Table 2) are revised with the Quarterly Report based on actuals to date. The proposed amendment of $200,000 in revenue for the General Fund is for mutual aid cost reimbursement.

Table 2: GF Revenue Projection

Revenue Source	Current Budget	Proposed Adj.	Revised Projection	Actual
Charges for Services	8,957,830		8,957,830	659,835
Fines & Forfeitures	1,749,600		1,749,600	78,956
Interdepartmental Charges	1,196,210		1,196,210	0
Licenses & Permits	4,101,000		4,101,000	761,866
Other Revenues	137,400		137,400	8,996
Other Taxes	10,534,000		10,534,000	374,231
Property Tax	37,345,400		37,345,400	0
Revenue from Other Agencies	3,847,000	200,000	4,047,000	433,404
Sales Tax	26,500,000		26,500,000	2,013,432
Use of Money & Property	1,915,000		1,915,000	340,736
Transfers In/Out	1,555,888		1,555,888	0
Grand Total	**97,839,328**	**200,000**	**98,039,328**	**4,671,455**

GENERAL FUND EXPENDITURES

As of September 30, 2025, with 25% of the year complete, 24.7% of the General Fund budget was expensed (see Table 3). With the exception of Code Enforcement are trending at or under budget (25%).

Table 3: GF Expenditures – Budget vs. YTD Actual

Department	Current Budget	YTD Actual	%
Administration	2,150,949	440,921	20.5%
City Clerk	448,507	112,723	25.1%
Code Enforcement	2,022,514	612,775	30.3%
Community Developm	2,843,895	205,535	7.2%
Community Services	2,721,240	674,769	24.8%
Finance	3,948,207	887,116	22.5%
Fire	26,210,482	5,339,881	20.4%
Human Resources	901,100	227,648	25.3%
Police	37,416,154	7,552,291	20.2%
Public Works	5,140,641	567,177	11.0%
Transfers	13,985,008	7,576,251	54.2%
Grand Total	**97,788,697**	**24,197,087**	**24.7%**

GENERAL FUND OVERTIME

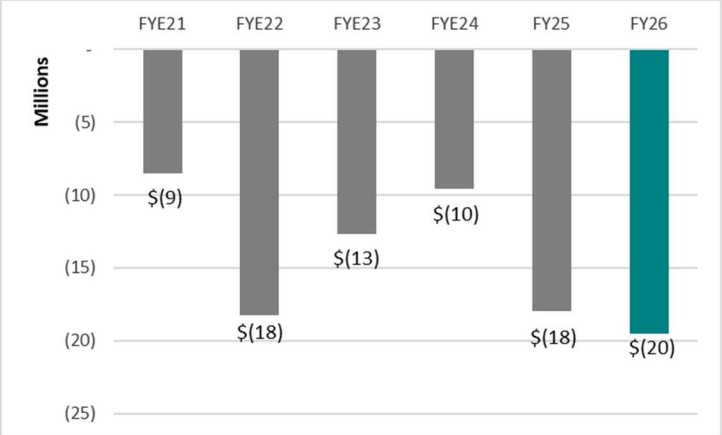
Overall, overtime in the General Fund is trending overall below budget with the exception of Administration and Finance. Table 4 summarizes overtime by department within the General Fund.

Table 4: GF Overtime YTD

Department	Current Budget	YTD GF Overtime	%
Administration	4,706	1,790	38.0%
Finance	854	725	84.8%
Fire	3,062,612	726,781	23.7%
Police	3,359,660	704,061	21.0%
Code Enforcement	246,241	67,656	27.5%
Public Works	43,962	666	1.5%
Community Services	95,368	24,808	26.0%
Human Resources	-	1,020	100.0%
Grand Total	**6,813,403**	**1,527,506**	**22.4%**

Overall, total General Fund Revenue ($4.7M) less expenditures ($24.2M) for the year is negative $19.5 million. Negative revenue less expenditures is typical for this time of year due to the lag in property and sales tax revenue – the City's primary revenue sources.

Chart 2: GF 1st Quarter Revenue Less Expenditures by FY



PROPOSED BUDGET AMENDMENT

The original adopted General Fund budget for FY 2025-26 was $97,839,328 for revenues and $97,757,671 in expenditures, including transfers, for a net change in Fund Balance of $81,657. The first quarter budget amendment proposes adding $281,940 in expenditures. With $200,000 in revenue proposed, the net impact on the General Fund of $81,940. Table 5 outlines the proposed expenditure amendment.

Table 5: Summary of Proposed GF Budget Amendment

Department	Current Budget	Requested BA	Amended Budget
Administration	2,150,949		2,150,949
City Clerk	448,507		448,507
Community Developme	2,843,895	16,280	2,860,175
Finance	3,948,207	12,200	3,960,407
Fire	26,210,482	253,460	26,463,942
Police	37,416,154		37,416,154
Code Enforcement	2,022,514		2,022,514
Public Works	5,140,641		5,140,641
Community Services	2,721,240		2,721,240
Transfers	13,985,008		13,985,008
Human Resources	901,100		901,100
Grand Total	**97,788,697**	**281,940**	**98,070,637**

The proposed General Fund budget amendment totals $281,940 and includes the following:

1. ***Finance ($12k):*** The budget is proposed to be increased to reflect actuals for leave lump sums for employee separations.
2. ***Fire ($253k):*** Mutual Aid overtime expenditures are proposed to be increased based on actuals. Revenue has also been proposed to be increased.
3. ***Community Services ($16k):*** The budget is proposed to be increased to reflect actuals for lump sums for employee separations.

ENTERPRISE FUND (FUND 375)

This fund accounts for the computer services provided by the Police Department to other public safety agencies for a fee. The programs are marketed to both public and private agencies. The Police Department also utilizes these products and services. Revenue is generally billed once annually. Expenditures are trending over budget due to one-time annual expenses (see Table 6).

Table 6: Police Enterprise Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue	302,100	0	0.0%
Expenditure	1,135,370	6,980	0.6%
Revenue Less Expenditures	**(833,270)**	**(6,980)**	

SPORTSPLEX (FUND 242)

This fund accounts for activity at the West Covina Sportsplex, a recreation facility which amenities include softball fields, a pavilion, playgrounds, and restaurants.

Early in the fiscal year, there were emergency repairs to the Sportplex tent of approximately $400k of which insurance covered $268k. Proposed budget amendment of $400k is for the tent repairs.

Budget versus actual comparisons for both revenue and expenditures for the Sportsplex are presented in Table 7.

Table 7: Sportsplex Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue			
Charges for Services	240,000	81,095	33.8%
Other Revenues	19,600	-	0.0%
Use of Money & Property	155,800	(828)	-0.5%
Transfers In/Out	917,627	-	0.0%
Revenue Total	**1,333,027**	**80,267**	
Expenditure			
Salaries & Benefits	886,027	224,086	25.3%
Materials & Services	447,000	61,849	13.8%
Capital Investments	-	400,747	0.0%
Expenditure Total	**1,333,027**	**686,681**	
Revenues less Expenditures	**-**	**(606,414)**	

OTHER FUNDS

Table 8 shows a summary of budget versus actuals for other funds:

Table 8: Other Funds Budget vs. YTD Actuals

Fund Grouping	Current Budget	YTD Actual	%
Assessment Districts			
Revenue	4,650,403	-	0.0%
Expenditure	6,443,258	674,526	10.5%
Capital Project Funds			
Revenue	729,400	29,258	4.0%
Expenditure	2,193,400	232,470	10.6%
CDBG			
Revenue	800,000	54,211	6.8%
Expenditure	357,214	134,580	37.7%
Debt Service			
Revenue	14,835,169	7,576,251	51.1%
Expenditure	16,006,808	1,200	0.0%
Gas Tax			
Revenue	3,073,448	522,335	17.0%
Expenditure	2,916,603	528,796	18.1%
Grant Funds			
Revenue	348,088	28,239	8.1%
Expenditure	457,082	657,785	143.9%
Housing Authority			
Revenue	217,200	758	0.3%
Expenditure	1,966,049	269,089	13.7%
Internal Service Funds			
Revenue	10,569,796	892,913	8.4%
Expenditure	31,767,508	6,457,996	20.3%
Metro Funds			
Revenue	10,648,172	2,350,027	22.1%
Expenditure	14,709,971	395,243	2.7%

Table 8: Other Funds Budget vs. YTD Actuals (continued)

Fund Grouping	Current Budget	YTD Actual	%
Other SR Funds			
Revenue	4,909,168	1,747,892	35.6%
Expenditure	10,401,307	993,304	9.5%
SB1			
Revenue	3,637,696	518,649	14.3%
Expenditure	4,875,000	34,922	0.7%
Sewer Maintenance			
Revenue	4,689,600	-	0.0%
Expenditure	2,626,060	447,333	17.0%
Successor Agency			
Revenue	2,915,344	-	0.0%
Expenditure	9,630,660	20,831	0.2%

FOR MORE INFORMATION

This summary report is derived from detailed financial information generated by the City's Finance Department. Additional financial information is available online at www.westcovina.org.

ATTACHMENT NO. 2

RESOLUTION NO. 2026-15

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 (FIRST QUARTER FINANCIAL REPORT)

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 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. 2026-15, 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 3rd day of February, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-15 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd Day of February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-15

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 110-General Fund			
Revenue	$97,839,238	$200,000	$98,039,328
Expenditures	$97,788,697	281,940	$98,070,637
Net Change in Fund Balance	**$50,631**	**$81,940**	**$(31,309)**
Fund 218-State Homeland Security Program			
Revenue	$108,000	$17,140	$125,140
Expenditures	108,000	17,140	125,140
Net Change in Fund Balance	**$0**	**$0**	**$0**
Fund 242-Sportsplex			
Revenue	$1,333,027	$0	$1,333,027
Expenditures	1,333,027	400,750	1,733,777
Net Change in Fund Balance	**$0**	**$400,750**	**$(400,750)**
EXPENDITURE TOTAL INCREASE		**$482,690**	

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF APPROVAL AND TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027 FOR THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY**

RECOMMENDATION:

It is recommended that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2026-09 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

BACKGROUND:

In accordance with Health and Safety Code Section 34177(o)(1), the Successor Agency is required to file a Recognized Obligation Payment Schedule ("ROPS") annually in order to receive a distribution of property tax increment dollars with which to fund the obligations of the former Redevelopment Agency.

These obligations include bond debt service payments, amounts due under existing agreements with commercial property owners, repayment of amounts borrowed from the Housing Fund to fund property tax shifts mandated by the State, costs of litigation to protect assets of the former Redevelopment Agency, repayment of loans to the City, and administrative costs of the Successor Agency to wind-down the affairs of the former Redevelopment Agency.

While many of these listed items are not necessary debt, they are considered obligations for purposes of this mandated report and must be listed on the ROPS if they are to be funded by distributions of future tax increment dollars. These items are not obligations of the City of West Covina.

DISCUSSION:

The ROPS schedule (Exhibit A) lists all amounts that will be paid for the period of July 1, 2026 through June 30, 2027. Once the ROPS is approved by the Successor Agency and Oversight Board, it then must be forwarded to the State Department of Finance (DOF) by February 1, 2026. DOF hold final approval authority of the terms listed on the ROPS and directs the Los Angeles County Auditor-Controller to distribute tax increment funds to the Successor Agency. Many of the obligations listed on the ROPS are estimates, i.e., variable rate debt service payments, litigation, etc.

The Successor Agency is also required to adopt and administrative budget for each annual period. The administrative budget for the Successor Agency for the period of July 1, 2026 through June 30, 2027 can be found in Exhibit B. The budget is to be funded by the administrative allowance, which is 3% of the enforceable obligations, after loan payments, or $250,000 annually; whichever is greater. The City will absorb any administrative costs above the administrative allowance.

The total amount of funding requested for the enforceable obligations from the Redevelopment Property Tax Trust Fund (RPTTF) on ROPS 2026-27 is $14,912,573 and includes many of the same items that have been previously approved by DOF. Of this, $12,653,154 has previously been denied by the DOF; however, staff continues to pursue these reimbursements for the City (Sales Tax Reimbursement Agreement (#26) and City/Successor Agency Loan for litigation expenses (#76), among others). A total of $2,259,419 is anticipated to be approved.

LEGAL REVIEW:

Successor Agency Counsel has reviewed and approved the resolution as to form.

Prepared by: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Attachments

Attachment No. 1 - Resolution No. 2026-09

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

ATTACHMENT NO. 1

RESOLUTION NO. 2026-09

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

WHEREAS, pursuant to ABX1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency to the City of West Covina was dissolved as of February 1, 2012, and the City of West Covina elected to serve as the Successor Agency to the former Redevelopment Agency to the City of West of Covina; and

WHEREAS, pursuant to Health and Safety Code section 341779(q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, has five consolidated oversight boards, each encompassing the five supervisorial districts; and

WHEREAS, Health and Safety Code section 34177(o)(1) requires that the ROPS for the period of July 1, 2026 to June 30, 2027 be submitted after oversight board approval to the State of California Department of Finance and the Los Angeles County Auditor-Controller by February 1, 2026; and

WHEREAS, the West Covina City Council, acting as Successor Agency to the former West Covina Redevelopment Agency, reserves the right to appeal any determination of the State of California Department of Finance or other entity regarding the propriety of this Resolution as well as any future determinations; and

WHEREAS, the West Covina City Council, acting as Successor Agency to the former West Covina Redevelopment Agency, intends to comply with the state-mandated obligations established hereunder; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE WEST COVINA CITY COUNCIL, ACTING AS SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Recognized Obligation Payment Schedule ("ROPS") attached

hereto as Exhibit “A” is approved and the Acting Executive Director is authorized to submit the ROPS to the Oversight Board for approval and transmit the same to the Los Angeles County Auditor-Controller, the California State Controller, and the State of California Department of Finance in accordance with Health and Safety Code section 34177 subject to all reservations of rights and contingencies set forth above.

SECTION 3. The Administrative Budget for the Successor Agency for the annual period of July 1, 2026 through June 30, 2027 attached hereto and as Exhibit “B” is approved and the Acting Executive Director is authorized to transmit the same to the Los Angeles County Auditor-Controller, the California State Controller, and the State of California Department of Finance in accordance with Health and Safety section 34177 subject to all reservations of rights and contingencies set forth above.

SECTION 4. The Acting Executive Director or designee is authorized to take all actions necessary to implement this Resolution, including without limitation, the posting of this Resolution and the Recognized Obligation Payment Schedule on the City’s website and any other reasonable acts in furtherance of approval of the Recognized Obligation Payment Schedule and Administrative Budget.

SECTION 5. The Secretary shall certify to the passage and adoption of this Resolution it shall become effective immediately.

APPROVED AND ADOPTED this 3rd day of February, 2026.

_____
Letty Lopez-Viado
Chair

APPROVED AS TO FORM

_____
Thomas P. Duarte
Counsel

ATTEST

_____
Lisa Sherrick, CMC
Secretary

I, LISA SHERRICK, SECRETARY of the Successor Agency to the former West Covina Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2026-09 was duly adopted by the West Covina City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, at a regular meeting thereof held on the 3rd day of February, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Secretary

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: West Covina

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ -**	**$ -**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 13,132,882**	**$ 1,779,691**	**$ 14,912,573**
F RPTTF	13,014,304	1,661,113	14,675,417
G Administrative RPTTF	118,578	118,578	237,156
H Current Period Enforceable Obligations (A+E)	**$ 13,132,882**	**$ 1,779,691**	**$ 14,912,573**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

West Covina
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$45,628,329		$14,912,573	$-	$-	$-	$13,014,304	$118,578	$13,132,882	$-	$-	$-	$1,661,113	$118,578	$1,779,691
3	2006 Lease Revenues Bonds	Bond Reimbursement Agreements	09/19/2006	06/01/2036	City of West Covina	Reimburse City for BLD Debt Service	Merg/ Citywide	11,445,000	N	$1,438,100	-	-	-	309,050	-	$309,050	-	-	-	1,129,050	-	$1,129,050
10	CSS - CFD	Remediation	10/19/2004	10/19/2054	Coastal Sage Scrub CFD	CFD Assessment	Merged	100,000	N	$100,000	-	-	-	50,000	-	$50,000	-	-	-	50,000	-	$50,000
11	Repay County Loan	Third-Party Loans	06/19/1990	08/20/2021	County of Los Angeles	Repay Loan of Deferred Tax Increment	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
12	SA Administrative Budget	Admin Costs	01/01/2014	06/30/2018	SA staff, Various	Administration for both project areas	Merged	237,156	N	$237,156	-	-	-	-	118,578	$118,578	-	-	-	-	118,578	$118,578
13	City Cooperative Agreement	City/County Loan (Prior 06/28/11), Other	02/15/2011	06/30/2018	City of West Covina	Reimbursement of advanced SA expenses	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
23	City Note - Administration	City/County Loan (Prior 06/28/11), Other	08/09/1971	06/30/2025	City of West Covina	Repay City for admin & construction	Merged	7,281,414	N	$728,141	-	-	-	728,141	-	$728,141	-	-	-	-	-	$-
24	City Note - CIP	City/County Loan (Prior 06/28/11), Other	02/28/1972	06/30/2025	City of West Covina	Repay City for capital projects	Merged	7,281,414	N	$728,141	-	-	-	728,141	-	$728,141	-	-	-	-	-	$-
25	City Note Revolving	City/County Loan (Prior 06/28/11), Other	12/16/1985	06/30/2025	City of West Covina	Repay City for revolving credit	Merged	7,281,414	N	$728,141	-	-	-	728,141	-	$728,141	-	-	-	-	-	$-
26	Sales Tax Reimbursement	Bond Reimbursement Agreements	07/25/2005	06/30/2025	City of West Covina	Reimburse City for CFD Sales Tax	Merged	7,050,992	N	$7,050,992	-	-	-	7,050,992	-	$7,050,992	-	-	-	-	-	$-
45	1998 - 2006 Bonds	Fees	04/01/1998	09/01/2030	US Bank/ BNY	Bond Fiscal Agent & Liquity Prov Fees	Merged	8,000	N	$8,000	-	-	-	-	-	$-	-	-	-	8,000	-	$8,000
50	Unfunded Pension Liabilities	Unfunded Liabilities	07/01/1966	06/30/2026	CalPERS	Payment for unfunded pension obligations	Merged	1,073,575	N	$1,073,575	-	-	-	1,073,575	-	$1,073,575	-	-	-	-	-	$-
51	Retirement Benefits	Unfunded Liabilities	09/19/2001	06/30/2034	Former employees	Payment for retirement obligations - OPEB	Merged	1,117,731	N	$1,117,731	-	-	-	1,117,731	-	$1,117,731	-	-	-	-	-	$-
60	Special Assessments on RDA-owned	Project Management Costs	01/01/2014	06/30/2018	City of West Covina	Citywide Lighting & Landscape	Merged	200	N	$200	-	-	-	100	-	$100	-	-	-	100	-	$100

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	parcels					Maint District #2																
67	Project Administrative Costs	Project Management Costs	09/27/2011	06/30/2018	Various	Project specific related costs for environmental land use consulting for BKK Landfill	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
73	Loan Agreement	Unfunded Liabilities	09/16/2014	06/30/2018	City of West Covina	Reimbursement of advanced SA expenses	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
74	Cooperative Agreement	Unfunded Liabilities	09/16/2014	06/30/2018	City of West Covina	Reimbursement of advanced SA expenses	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
76	Loan Agreement	Unfunded Liabilities	09/16/2014	06/30/2018	City of West Covina	Reimbursement of advanced SA expenses (legal expenses)	Merged	1,226,433	N	$1,226,433	-	-	-	1,226,433	-	$1,226,433	-	-	-	-	-	$-
77	Housing Successor Admin	Housing Entity Admin Cost	07/01/2015	06/30/2018	Housing Successor Agency	AB 471 - Housing Admin	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
117	Bond Disclosure	Fees	07/01/2015	06/30/2018	Various	Bond Disclosure costs		1,500	N	$1,500	-	-	-	-	-	$-	-	-	-	1,500	-	$1,500
119	Interim Arbitrage Report	Fees	07/01/2015	06/30/2018	Various	Interim Arbitrage Report		2,000	N	$2,000	-	-	-	2,000	-	$2,000	-	-	-	-	-	$-
140	2017 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	02/07/2017	09/01/2030	US Bank	Refund items # 1, 2, 4 & 5		1,520,000	N	$470,963	-	-	-	-	-	$-	-	-	-	470,963	-	$470,963
141	2017 Tax Allocation Refunding Bonds	Fees	02/07/2017	09/01/2030	US Bank	Trustee Fees		1,500	N	$1,500	-	-	-	-	-	$-	-	-	-	1,500	-	$1,500
144	Anticipated/ Existing Litigation	Litigation	06/30/2020	06/30/2021	Jones & Mayer & Various	Enforcement of contractual obligations and rights under a 2006 agreement.		-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

West Covina
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.			1,488,979	493,016	2,278,440	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller			61,970	99,638	2,583,344	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**			(20,164)		3,089,202	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					-	
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			669,144	
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$1,571,113**	**$592,654**	**$1,103,438**	

West Covina
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
3	
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EXHIBIT B

ADMINISTRATIVE BUDGET

Exhibit B

Successor Agency To The West Covina Redevelopment Agency
Recognized Obligation Payment Schedule (ROPS 26-27)
Administrative Budget
July 1, 2026 through June 30, 2027 Period

	Percent	Annual Amount	Jul - Dec 2026	Jan - Jun 2027
Salaries & Benefits				
City Manager	10%	35,600	17,800	17,800
Assistant Finance Director	5%	12,600	6,300	6,300
Finance Director	10%	28,300	14,150	14,150
Senior Accountant	15%	19,400	9,700	9,700
Subtotal Salaries & Benefits		$ 95,900	$ 47,950	$ 47,950
Consulting Services				
Line Item #23-25		36,000	18,000	18,000
Line Item #26		12,000	6,000	6,000
Line Item #50 - 51		24,000	12,000	12,000
Line Item #76		12,000	6,000	6,000
Subtotal Consulting Services		$ 84,000	$ 42,000	$ 42,000
Legal Fees				
Line Item #23-25		3,500	1,750	1,750
Line Item #26		2,000	1,000	1,000
Line Item #50 - 51		2,000	1,000	1,000
Line Item #76		2,000	1,000	1,000
Property Disposition Compliance		1,429	715	715
Subtotal Legal Fees		$ 10,929	$ 5,465	$ 5,465
Overhead*				
City Manager	0.4%	1,100	550	550
Assistant Finance Director	4.6%	9,300	4,650	4,650
Finance Director	9.2%	20,660	10,330	10,330
Senior Accountant	13.9%	13,768	6,884	6,884
Subtotal Overhead		$ 44,827	$ 22,414	$ 22,414
Audit Fees		1,500	750	750
Total Budget		**$ 237,156**	**$ 118,578**	**$ 118,578**

**Overhead includes the cost of using the buildings, utilities, insurance, repair and maintenance, and office supplies as outlined in the City's cost allocation plan.*

AGENDA ITEM NO. 11

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AUTHORIZATION TO PURCHASE PARK AMENITIES (PICNIC TABLES AND DRINKING FOUNTAINS)**

RECOMMENDATION:

Staff recommends that the City Council:
1. Authorize the purchase of the following park amenities to support ongoing park improvements and enhance public accessibility and use, provided the total cost for all amenities does not exceed $300,000:

- Sixty-five (65) 8-foot PVC Traditional Picnic Tables
- Thirty (30) 8-foot PVC Traditional ADA One-End Picnic Tables
- Four (4) Elkay Outdoor Pedestal Fountains with Pet Station
- Seven (7) Elkay Outdoor Upper Bottle Filling Stations
- Six (6) Elkay Outdoor Pedestal Fountains

2. Authorize the Acting City Manager to execute all necessary purchase documents in accordance with the City's procurement policies.

BACKGROUND:

The Public Works Department has identified the need to replace aging picnic tables and drinking fountains throughout City parks. The new picnic tables and hydration stations will improve user experience, provide ADA accessibility, and enhance the overall aesthetics and functionality of park facilities.

DISCUSSION:

The proposed PVC picnic tables are durable, weather-resistant, and low-maintenance, ideal for high-use public spaces. The Elkay outdoor non-refrigerated, non-filtered fountains and bottle fillers promote sustainability and accessibility, including features for pet hydration. Staff obtained a competitive quote utilizing the Burke Sourcewell Contract No. 010521-BUR (https://www.sourcewell-mn.gov/cooperative-purchasing/010521-BUR), confirmed warranty, product availability and delivery schedules in compliance with the City's procurement policy.

Approval of this purchase will allow the City to continue improving park amenities, ensuring safe, functional, and inclusive environments for residents and visitors to enjoy.

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: Renee M. G. Chavez, Management Analyst I

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Funding for this purchase is available in the approved Capital Improvement Fund CIP Project C23007
Account Numbers:

160.503.80.84.00.00.77.77000	$200,000
166.503.80.84.00.00.77.77000	$100,000

Total cost for the amenities (benches and drinking fountains) will not exceed $300,000.

Attachments

Attachment No. 1 - Est 10788 City of West Covina- Amenities

Attachment No. 2 - Summary Burke_ Contract 010521-Sourcewell

Attachment No. 3 - Burke Contract 010521 with Extension

Attachment No. 4 - Burke Contract Price Information

Attachment No. 5 -Find Your California Commercial Playground Equipment Representative

Attachment No. 6 Warranty_Benches

Attachment No. 7 - Warranty_Fountain

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

ATTACHMENT NO. 1

Innovative Playgrounds Co., Inc.
12407 E. Slauson Ave. Unit D
Whittier, CA 90606
562-693-5200
www.innovplay.com

Estimate

ADDRESS	SHIP TO
City of West Covina 1444 West Garvey Ave. West Covina, CA 91790 Sourcewell ID#: 28903	City of West Covina 1444 West Garvey Ave. West Covina, CA 91790

ESTIMATE #	DATE	
10788	01/13/2026	

TRACKING NO.
Amenities

SALES REP
Alvino

ACTIVITY	DESCRIPTION	AMOUNT
PLAY EQUIPMENT	Supply Burke Site Amenities to include: (65) 580-1013 8' PVC Traditional Picnic Table, Portable LIST PRICE: $116,415.00 "SOURCEWELL CUSTOMER DISCOUNT" APPLIED ($17,462.25) (Burke Sourcewell Contract # 010521-BUR)	98,952.75T
PLAY EQUIPMENT	Supply Burke Site Amenities to include: (30) 580-0226 8' PVC Traditional ADA Picnic Table, One End LIST PRICE: $50,370.00 "SOURCEWELL CUSTOMER DISCOUNT" APPLIED ($7,555.50) (Burke Sourcewell Contract # 010521-BUR)	42,814.50T
PLAY EQUIPMENT	Supply (4) Elkay Outdoor Pedestal Fountain with Pet Station Non-Filtered Non-Refrigerated Evergreen LK4400DBEVG. (Open Market)	28,103.59T
PLAY EQUIPMENT	Supply (7) Elkay Outdoor ezH2O® Upper Bottle Filling Station Bi-Level Pedestal Non-Filtered Non-Refrigerated Evergreen LK4420BF1UEVG. (Open Market)	70,875.00T
PLAY EQUIPMENT	Supply (6) Elkay Outdoor Pedestal Fountain Non-Filtered Non-Refrigerated Evergreen LK4400EVG. (Open Market)	27,942.00T
FREIGHT	Burke Shipping charge to WEST COVINA, CA. Freight price valid for 30 days only, due to fluctuating fuel pricing. Please requote after 02/11/26.	5,085.00
INCLUDES-1	Pricing includes supply only.	0.00T
EXCLUDES-1	Pricing excludes receiving, unloading and storage of parts, impact attenuation surfacing, installation and any site work/preparation/additional amenities.	0.00T
	PAYMENT TERMS: NET 30 ON PO'S FROM CITIES, SCHOOL DISTRICTS, STATE, OR FEDERAL ENTITIES.	

SUBTOTAL	273,772.84
TAX (9.75%)	26,197.06
TOTAL	**$299,969.90**

Accepted By

Accepted Date

ESTIMATE VALID FOR 30 DAYS
Acceptance of estimate: the above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be accepted only upon written notice and will become an extra charge over and above the estimate period. 50% deposit due with order, unless net 30 terms have been approved.

ATTACHMENT NO. 2

BCI Burke

Playground equipment

#010521-BUR

Maturity Date: 2/17/2026

Website: bciburke.com/sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 010521-BUR gives access to the following types of goods and services:

- Playgrounds
- Shade canopies
- Dog park equipment
- Outdoor fitness
- Outdoor music
- Site amenities
- Swings
- Slides
- Climbers
- Playground design
- Obstacle course
- Outdoor classroom

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:

bciburke.com/sourcewell

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CONTRACT EXTENSION

Contract Number: 010521-BUR

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

BCI Burke
727 Northwest Way
North Fond du Lac, Wisconsin 54937-1865
(Vendor)

have entered into Contract Number: 010521-BUR
for the procurement of: Playground and Water Play Equipment with Related Accessories and Services

The Contract has an expiration date of 2025-02-17 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-02-17 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Director of Operations and Procurement/CPO
Title

11/27/2023 | 3:06 PM CST
Date

DocuSigned by:
Marianne Larson
560EA7AAB49D42D...
Authorized Signature

Marianne Larson
Name

Contract Administration & Events Manager
Title

11/27/2023 | 1:33 PM PST
Date

DocuSign Envelope ID: 317DF553-8B6C-427D-8271-1A5E3F944659

Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	BCI Burke Company, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Doug Pietrowski 5E49EAF153C543E...
By: _____	By: _____
Jeremy Schwartz	Doug Pietrowski
Title: Director of Operations & Procurement/CPO	Title: Chief Financial Officer
Date: 2/15/2021 | 10:34 PM CST	Date: 2/15/2021 | 1:06 PM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:45 PM CST

DocuSign Envelope ID: 317DF553-8B6C-427D-8271-1A5E3F944659

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	BCI Burke Company, LLC
Does your company conduct business under any other name? If yes, please state:	WI
Address:	727 Northwest Way Fond du Lac, wi 54935
Contact:	Marianne Larson
Email:	mlarson@bciburke.com
Phone:	920-933-6701
HST#:	

Submission Details

Created On:	Thursday November 12, 2020 10:17:31
Submitted On:	Tuesday January 05, 2021 09:24:22
Submitted By:	Jessica Westphal
Email:	jwestphal@bciburke.com
Transaction #:	496579f6-aad4-4995-b61d-21d352c781ce
Submitter's IP Address:	24.196.128.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	BCI Burke Company, LLC	*
2	Proposer Address:	727 Northwest Way Fond du Lac, WI 54937	*
3	Proposer website address:	www.bciburke.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Pietrowski, Chief Financial Officer, 727 Northwest Way, Fond du Lac, WI 54937 dpietrowski@bciburke.com (920) 921-9220	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marianne Larson, Sales Support Manager, 727 Northwest Way, Fond du Lac, WI 54397, mlarson@bciburke.com, (920) 933-6701	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Westphal, Sales Support Coordinator 727 Northwest Way, Fond du Lac, WI 54397, jwestphal@bciburke.com, (920) 933-6697	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	JE Burke Company was incorporated in 1920 as a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, JE Burke entered the playground industry and soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. Burke just celebrated our 100th anniversary this year. Our mission at Burke is simple: To bring Play That Moves You to communities around the world. Our purpose each and every day is to create quality and innovative playground equipment that inspires us to move. We do this with a culture that is focused on outcomes where everyone wins – the Company, our Employees, our Representatives, our Partners, our Customers and the Community. It's what we focus on every day. See attachment Burke History.	*
8	What are your company's expectations in the event of an award?	Our expectations are that Burke and Sourcewell will work as a cohesive team to provide Sourcewell customers with the highest quality products and services for the best value in the industry. We will commit our resources to immediately train our internal staff, Representatives and current customers regarding the benefits of purchasing through Sourcewell We will market the Sourcewell contract to existing Burke and Sourcewell customers. We will introduce Sourcewell to the Canadian market using our current Representative and targeted Marketing initiatives to increase brand awareness for both Burke and Sourcewell in Canada. The Burke/Sourcewell partnership will continue to grow throughout the term of the contract as we exceed member expectations and bring "Play That Moves You" to communities throughout the US and Canada.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	BCI Burke FEIN#: 39-1900568 NCAIS #: 332300 Architectural & Structural Metals Manufacturing Industry Type: Manufacturing Sub Type: Fabricated Metal Product Manufacturing Burke is a privately held company that is growing rapidly and has a strong financial position. We are pleased to provide the attached references to demonstrate our financial strength. BCI Burke has entered its 100th year of continuous operation in 2020 making us the oldest commercial playground equipment manufacturer in the United States. Achieving longevity such as this can only be accomplished through continued operational discipline and financial strength. See financial attachments	*
10	What is your US market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout the United States. Our market share varies by territory but is as strong as 30% in some areas.	*
11	What is your Canadian market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout Canada Our market share varies by province but is as strong as 15% in some areas.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Burke has not ever petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Burke is best described as a manufacturer. Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative Firms are responsible for servicing all markets within their contracted territory. The Representative Firms are independent entities that contract with Burke to sell Burke products within their specific territory. Please see the enclosed Representative Territory map to identify coverage of Burke products and services throughout the United States and Canada. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship, professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end, this allows Burke and our Representatives to offer superior customer service to the end customer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	It is a requirement in our industry to have all products certified through IPEMA to the ASTM F1487 and CSA Z614 playground safety standards for equipment and surfacing. We are active participants in the equipment certification program and the surfacing certification program, and all of our products are certified to the appropriate standards. Our company also maintains certification to ISO 9001 and ISO 14001, which are both necessities to compete and carry on business in our industry. BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke Installer Certification. Many of our Representative Firms send their installers to this training to become Burke Certified Installers to ensure our products are installed safely, properly and compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Burke has not had any Suspension or Disbarment proceedings during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Burke has been featured in many magazines and received recognition for many of our designs. • Featured in LASN 2017 Playground Issue – Hope Playground in Redmond, OR. • Featured in LASN 2016 School Issue – First United Methodist Church in Richardson, TX • 2015 Ruth Hughes Innovative Accessible Recreation Facility Award from the New Jersey Commission on Recreation for Individuals with Disabilities for The Jets Play 60 All Access Playground at Central Park of Morris County Please see attached Burke Awards for additional awards we have also received.	*
17	What percentage of your sales are to the governmental sector in the past three years	30% of Burke's sales over the past three years are to the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	35% of Burke's sales over the past three years are to the education sector..	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA Partners - Contract # R170301 Over $18M in sales over past 3 years Equalis Group/Sourcing Alliance - Contract # 2020.05.4A New Contract, no reported sales at this time. HGACBuy- Contract # PR11-20 Approximately $1M in Sales in past 3 years Ohio State Contract – Schedule # 800702 Approximately $3M in Sales in past 3 years NJ State Contract – Contract # T0103, 16-FLEET-00134 Over $2.7M in Sales over past 3 years	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA – Contract #'s 47QSMA20D08NL & 47QSMA20D08NM Over $6 Million in sales over the past 3 years CMAS – Contract#'s 4-20-78-0025B & 4-20-78-0025C Over $700,000 in sales over the past 3 years	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mecklenburg County Parks and Recreation	James Rainey	(980) 314-1043	*
Downers Grove School District	Kevin Barto	(630) 719-5858	*
Charlotte County	Lacey Solomon	(941) 833-3840	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Clark County School Distict	Education	Nevada - NV	Playground Equipment, Surfacing, Install	Range from $15,000 to $250,000	$2,200,000	*
Town of Islip	Government	New York - NY	Playground Equipment, Surfacing and Install	ange from $2,000 to $155,000	$2,800,000	*
Camp Lejeune	Government	North Carolina - NC	Playground Equipment, Surfacing, Install and Demo	Range from $50,000 to $100,000 per Location	$6,500,000	*
USD 259	Education	Kansas - KS	Playground Equipment, Surfacing and Install	Range $500 to $120,000 per project	$1,700,000	*
IDEA Schools	Education	Texas - TX	Playground Equipment, Surfacing and Install	Range from $50,000 - $200,000	$2,800,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Burke employs four Regional Sales Managers (RSM) who assist our Representative firms and customers in a variety of ways. Each RSM is assigned a territory within the United States and Canada (Northeast, Southeast, Western and Midwest). The RSMs assist our Representative Firms by joining them in customer visits, lunch & learns, tradeshows, territory development, training and recruiting. The RSMs report directly to Michael Phelan, Burke's President/CEO. Burke's Sales Support and Marketing Departments provide continuous support to the RSMs and Representatives. This model has proven to be very effective for Burke and demonstrates our commitment to fully support our Representative firms and our customers. Burke RSMs also handle Burke Direct sales into areas that are not currently covered by a contracted Representative firm. RSMs work closely with Burke Sales Support Staff to ensure exceptional Burke designs, timely submission of proposals and quotes, order placement, order delivery, equipment installation and service.	*
24	Dealer network or other distribution methods.	Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative firms are responsible for servicing all markets within their contracted territory. The Representative firms are independent entities that contract with Burke to sell Burke products within their specific territory. The Burke team is here to help before, during and after the sale – long after. From the initial design through the final installation, Burke works closely with its Representatives and directly with government entities to make sure all the pieces come together. Our focus is not just about Play that Moves Us today; it is about building a relationship with Sourcewell Partners and customers for years to come. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end this allows Burke and our Representatives to offer superior customer service to the end customer. Please see the enclosed Representative map to identify coverage of Burke products and services throughout the United States and Canada.	*
25	Service force.	We have one service and parts center with three full time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hour phone calls are recorded and are returned / answered the following business day. Additionally, our Representatives have access to our website 24/7. This website offers our Representatives a large amount of information they can access before, during or after our normal hours of operation. Burke has a toll free Customer Service telephone number available for customers to call the factory direct. Our Customer Service staff has the ability to process requests almost immediately and we can ship service parts the same day in many cases, including Next Day Air service if the situation requires it. Customer Service requests are forwarded directly to the Production Manager and their staff for immediate processing	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Burke Customer Service staff is arranged to provide a person to talk to when a need arises. Incoming calls go directly to a real-live person, not an answering system. Staff also stagger their breaks, lunches and vacations to ensure someone is always available for calls during normal business hours. Our Customer Service staff has the ability to process requests immediately and we can service parts the same day in many cases, including Next Day Air service if the situation requires it. They have the availability to see stock status of parts to ensure promises made to customers on ship dates are met. Their requests (via information from the customer) are forwarded directly to the Production Manager and staff for immediate processing. Burke is committed to providing superior customer service. Not only do we evaluate our processes internally, we regularly send Customer Satisfaction Surveys to recent order recipients. We request feedback on quality, appearance, and the ease of installation. The survey also requests input on our selection of products, service provided by our Sales Representatives, and suggestion for improvement. These responses are then documented and reviewed by our Management, Quality and Customer Service departments.. This data is used to evaluate opportunities for continual improvement of system effectiveness and customer satisfaction.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Burke is very willing and able to provide our products and services to Sourcewell customers in Canada. Since 2010 we have had an Authorized Representative, PlayQuest Recreation, proudly representing Burke products in the Provinces of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Northern British Columbia. PlayQuest Recreation provides turnkey solutions for any sized project. Since then Burke has hired on two more Representatives. Cobequid Consulting representing the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and Suttle Recreation covering the Provinces of British Columbia and Yukon. Burke is actively seeking new Representation in the areas that are currently being serviced by Burke Direct. Burke's Regional Sales Manager visits Canada frequently and is working on partnerships with local installers and surfacing companies in Ontario and Quebec. In the City of Brampton, the fastest growing municipality in Canada, Burke equipment has been officially approved. Several architectural firms are scheduled to review Burke products and we are aggressively pursuing approval to be included in their specifications.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States and Canada without any geographic restrictions.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Burke is not restricted by any other cooperative agreements pertaining to the Member Sectors to which we can sell. Burke is able to provide our contracted products and services in the government, education and not-for-profit sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell members in Hawaii and Alaska and in US Territories. These customers would be handled directly by Burke Corporate as a Burke direct customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Burke will develop and utilize cobranded postcard mailers, email blasts, and Google Adwords advertising to dramatically elevate awareness. In addition, each message will be shared via our social media campaign. Website / Catalog Burke's two most impactful marketing initiatives are our website and catalog. Burke will maintain a dedicated page within our website outlining our relationship with Sourcewell and providing a link to the Sourcewell web site. Sourcewell will also be included in our printed catalog. Direct Mail Campaigns/ Co-branded Collateral/Advertising Schedule Our marketing team will build in the Sourcewell logo and language to co-brand our pieces in our scheduled marketing campaigns. Additionally, we will budget for additional mailings specific to Sourcewell Direct mail postcards will be sent to our database, along with any database records that Sourcewell provides. Print advertising is scheduled in local and national publications for the year and will include Sourcewell in our scheduled placements. These publications include, but are not limited to Parks & Recreation Magazine and Parks and Rec Business Magazine. We also participate in state specific publications such as California Parks and Recreation Society (CPRS) Magazine, and our partnership will also be reflected in those advertisements. Tradeshow Participation Burke has increased our presence in both the local and national tradeshow circuit, heavily increasing our marketing efforts for the National Recreation and Parks Association (NRPA) Annual Conference in September, as well as the American Society of Landscape Architects (ASLA) immediately following NRPA in October. We will incorporate the Sourcewell logo in our physical handouts, as well as our pre-and post-show marketing efforts, including print advertising in national magazines and show specific publications, email blasts, and our social media campaign. Internal Promotion Burke provides a Burke Spot for all upcoming news and events to all our employees and Representative Firms. We will send ongoing updates regarding the contract award and reminders will be include the Sourcewell contract in their communication and sales tactics. We hold an annual Sales Conference for our Representative Firms that include continuing education presentations and updates. Sourcewell contract details and reminders are included in these presentations. See attached examples of Burke's 2021 Catalog, Shade Systems Catalog, and current marketing materials used with similar contracts and promotions.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Burke uses Facebook, Twitter, LinkedIn, YouTube, Vimeo and a Blog to share pertinent information with followers that include both Representative and potential customers. Many of our Representatives share Burke posts and information with their followers to help spread the message even further. Burke also runs an email campaign, utilizes AdWords and Remarketing and participates in Facebook ads to assist in brand awareness and help promote its products.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By linking existing clients with Burke, Sourcewell can provide customers better and additional resources by promoting this contract and partnership. In addition to the marketing efforts above in Question 32, Burke will pull our existing government customers from our databases and send targeted email blasts and direct mail postcards to these contacts. Our message will include not only the award of the contract, but can also include our past efforts and successes utilizing this contract and encourage them to take advantage of this opportunity. Because these contacts are existing customers, our Representative Firms and sales staff can also contact some of these clients directly, based on the relationship we have built and sustained in some of these markets to promote the benefits of utilizing Sourcewell for another project.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most business is conducted through location Representatives due to the complexity of playground projects. If awarded the Sourcewell Contract, Burke is open to replicating an ordering system similar to the GSA Advantage website for use by Sourcewell customers.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke certifications. This is a two day training at a significantly reduced rate that includes lodging and meals. Installers will also receive a tour of Burke Headquarters. Installer Training is optional; installers do not need to be Burke or NPCAI Certified to install our equipment as long as the installation instructions are followed. Burke also offers product training, including Lunch & Learns for designers and staff. Topics include: • Proper Playground Maintenance • Play That Moves You – Making The Case for Play • Designing Play That Moves You • Burke Product Training • Creating Safer Play – NPPS Safety Supervision Burke offers a continuing education program to Parks and Recreation professionals, Landscape Architects and Architects where they can obtain CEU credits and help further their education. The program is offered as a self-paced online course through AEC Daily as well as in-person at conferences, symposiums or Lunch and Learns. The in-person training is provided by a certified trainer and includes leave behind study guides and references to help keep important information at their disposal. These three courses are developed with experts in the field and provide no-cost training options and offer the opportunity to learn about Inclusive Play, Outdoor Fitness and Obstacle Courses and Outdoor Musical Instruments.	*
37	Describe any technological advances that your proposed products or services offer.	EZDesign Software Burke's Designers utilize our proprietary EZDesign software, which is known to be the most advanced in the industry – features all applicable safety standards and ADA requirements built right into the design configurator. KoreKonnect Direct-Bolt System Nucleus and Voltage feature our Industry-leading KoreKonnect direct-bolt system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-pro-rated Generations Warranty KoreKonnect clamp castings [Nucleus, Voltage] shall be cast aluminum heat-treated alloy A356-T6 with a tensile strength of at least 34,000 psi, yield strength of at least 24,000 psi, shear of 20,700 psi, and elongation of 3.50% minimum. Each casting shall clamp to the post with two connection bolts. Clamp casting shall encapsulate the component attached to support surge loads, preventing surge loads being supported by only the hardware. Clamp shall be finished with a baked on powder coating. Color compounded, rotationally molded plastics You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. Color compounding provides greater structure integrity for the life of rotationally molded products; the UV inhibitor is added during the production process and keeps these plastics from UV degradation and fading like that of products produced via a Dry-Blend process. Rotationally Molded Plastic Parts shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-20 and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2800 psi with flexural modulus of 90,000 psi.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We all share one earth, and at Burke we want to preserve our planet for future generations of children. We’ve implemented a variety of practices to help us help keep our shared world a better, greener place. Manufacturing: Being ISO 14001:2015 certified means we have strict environmental controls built into our manufacturing process. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! Internally, we have a very comprehensive recycling program where we recycle the following: • Metal products, including stainless steel and copper/brass • Aluminum • Cardboard (separate dumpsters on site for this) • HDPE (High Density Polyethylene) • Wood pallets • Paper and aluminum cans and plastic bottles (bins at each person’s desk for these) Additionally, we have an internal EMAP (Environmental Management Action Plan) to try to achieve 100% LED Lighting in the entire facility over a three year span starting in 2019. To date we are over 90% LED fixtures on our campus. In our powder coat system, we utilize phosphate-free chemicals in our cleaning processes, as well as enlist a third-party certified handler to manage any wastes from this process according to State and Federal regulations. We also utilize motion activated lights wherever feasible to reduce the amount of energy consumed in lighting, especially in warehouse and even restroom areas. Design: We design high-quality products with long life expectancies and quality components to extend the useable life of the play space. Many of our raw materials have recycled content, including our steel tubes and castings. In addition, many other Burke products are made from recycled material. For example, the NaturePlay® ClubHouse™ Board Panels and Roofs are made from 75% post-consumer material and are 100% recyclable after use. Offices: Our corporate office uses energy efficient LED lighting to help reduce energy use on a daily basis. We also use recycled paper to print our catalogs and created a digital catalog to decrease the amount of paper being used. We abide by the six R's: Reduce, Reuse, Recycle, Repair, Recover and Respect. Suppliers: To minimize transportation costs and fuel usage, we prefer to work with suppliers located near our manufacturing facility if at all possible. See attachment Green Initiative	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Burke has received the ISO 14001:2015 Certification by the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! See attachment Green Initiative	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	BCI Burke is not eligible for WMBE or SBE accreditation, however many of our local Sales Representatives have obtained these accreditations.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Research At Burke we believe great product design comes from great research, for example we continue to study how children play with our partner at University of Nebraska Omaha and incorporate what we learn into our product and playground designs. Our product design process includes a focus on how to enhance development and overall experience for children and adults of all abilities. Design To design the best playgrounds that comply with necessary standards, Burke has proprietary software that has all of the controls built-in to ensure all safety standards are met. Fusing creativity into playspaces, we have landscape designers to design custom playspaces using panels and unique layouts to create a space that ignites imagination and brings communities together. Playground Grant Search and Fundraising Burke provides options and programs that can help you raise funds and search for grants to help fund your playground equipment. For your convenience, we've brought together information on our fundraising program, grant resources and purchasing cooperatives. And of course, we're always glad to discuss your playground equipment needs and help you find ways to get the playground your kids deserve. https://www.bciburke.com/resources/playground-funding-resources Promotions and Grants Burke offers three to four promotions annually that we will share with Sourcewell participants. We also have a Burke in-kind grant program that customers can apply for if they meet the criteria.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Burke stands behind our products like no other playground manufacturer. It starts with Burke Built® quality that is backed by the longest and strongest warranty in the industry – the Burke's Generations Warranty®. We don't pro-rate your warranty and if a plastic play event needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part. Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play. The Burke Generations Warranty is the longest and strongest in the industry and shows our commitment to creating spaces that will serve communities for years to come. Labor is not included in Burke's warranty. However, numerous Burke Representatives include a supplemental warranty for labor related to warrant repairs on Burke equipment. Each warranty claim is reviewed on a case by case basis to ensure the full scope of the claim is understood and documented. It is during this review that a decision is made on the cost of labor and if it is to be covered in relation to the claim. See Burke Warranty and Shade Systems Warranty attachments	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is not prorated and replacement parts covered under that warranty will have their own appropriate, full-length warranty instead of being restricted to the balance of the original warranty period which is based on the date it was shipped by the manufacturer. Furthermore, all parts covered under Burke's warranty are shipped free of charge.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Burke offers a Back-charge/Reimbursement form as needed (which includes mileage reimbursement) for when products are replaced. Every circumstance is handled individually by Customer Service staff and/or Plant Manager.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Burke has Authorized Representatives across the US and Canada that are able to assist with locating qualified installers for removal or replacement of parts. If there is a territory unrepresented by a Burke Dealer, Burke Corporate will locate a qualified organization to assist with product removal or installation. Many of Burke parts can be simply replaced without needing to rely on outside contractors or installers.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Burke does not cover warranty service for parts made by other manufacturers. Burke also takes great care in making sure we do not mix and match our parts with other manufacturers on the same piece of play equipment. Installers will, in most cases, work with whatever equipment is on site, even if it is multiple suppliers, however warranty service should be directed to the original manufacturer if at all possible.	*
47	What are your proposed exchange and return programs and policies?	If products are returned to Burke due to an error in ordering or the customer has changed their mind on something, parts that can go directly into stock with no additional work are simply put into stock and the customer is credited for those parts. Parts that need additional processing or re-powder coating are assessed a 25% re-stocking charge. If parts are not able to be used (as determined by the Quality Manager) and have to be scrapped, the customer will not receive credit for those items.	*
48	Describe any service contract options for the items included in your proposal.	Burke does not provide service contract options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	There are no credit requirements for governmental entities purchasing with BCI Burke. All governmental entities are granted net 30 day terms.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	To assist with financing, Burke partners with NewLane Finance to offer a payment plan for approved customers. See NewLane Finance attachment	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Burke Representative will receive a signed quotation or purchase order from the Sourcewell customer. The Representative will utilize Burke's internet based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All Sourcewell orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Sourcewell orders and generate quarterly reports which accurately reflect Sourcewell order totals.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Burke is currently not set up to accept P-card payments. If awarded the Sourcewell contract, Burke will carefully consider adding this capability.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All contract pricing is determined using product category discounts. Information relating to Burke equipment, Burke Turf, Burke Tiles, Shade and installation is provided in the Burke 2021 Price List attachment which includes Burke Equipment & Surfacing Pricing, Burke Equipment Installation Rates, and Shade Structures Pricing.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Burke will offer discounts off of list price for each product category as follows: • 7% Discount off of published list prices: o Burke Playground Equipment o Sports & Recreation Equipment o Site Amenities o Borders • 5% Discount off of published list prices o Burke Turf o Burke Tiles 3.5% Discount for shade products • Burke Equipment Installation o Not to exceed rates based on List Price of proposed equipment. See attached chart which provides the rates for each state. • Burke Tile Installation Rates o A per tile rate based on location of project. See attached chart which provides the rates for each state. • Freight o Due to fluctuations in freight rates and the varying size and shape of playground equipment, freight is determined on a per project basis. Freight will be invoiced to NJPA customers at Burke's cost. The freight charge will be clearly noted on the quote provided by Burke. All pricing information relating to Burke equipment, Burke Turf, Burke Tiles and installation is provided in the Burke 2021 Price List attachment	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Burke will offer the following volume discounts on Burke Playground Equipment, Sports & Recreation Equipment, Site Amenities and borders: List Price Range Discount off of list price $1-$49,999 Standard proposed discount of 7% off of list price $50,000-$99,999 10% Discount off of list price $100,000 and above 15% Discount off of list price Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Sourcewell customers and quoted accordingly. We will encourage Sourcewell customers to utilize these deep discounts when they are available. Please note that volume pricing does not apply to surfacing or installation.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourcewell customers are able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the Sourcewell contract. Our Representative firms distribute a wide variety of ancillary products including water play, bleachers, park shelters, non-Burke surfacing (PIP, EWF etc.) offering a full turn-key solution for Sourcewell customers. Burke will provide line item quotations for these "open market" items on the Sourcewell quote, and will clearly indicate that these are "open market" goods and/or services. The Sourcewell customer will be required to sign the quotation, which is an indication that they agree to the products and services as quoted.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs for the project will be indicated as a line item on the customer's quotation. Installation will be charged per the Equipment Installation Rate sheet included in the pricing section. These charges are "do not exceed" rates and do not apply to prevailing wage projects. Please see the Equipment Installation Rate sheet for more information. The customer will be notified of any additional charges that may apply to custom equipment, surface mount or coastal paint options.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to fluctuating fuel prices, freight rates are quoted on a per project basis, and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke and will be quoted at Burke's cost.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Burke will use transportation brokers to source out the most cost effective freight rate to ship to Alaska, Hawaii and Canada. The freight charges will be clearly noted on the quote provided by Burke.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Burke quotes out each project individually, we are able to accommodate special delivery requests (lift gate, residential delivery, and timekeeper) for an additional cost which will be reflected on the quotation	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As mentioned in the answer to question 51, each Sourcewell customer order is carefully audited by our Accounting Department, Design Department and Sales Department to ensure everything is to the customer's specifications and according to the terms and conditions of the Sourcewell contract. Burke works very closely with our Representatives and customers to ensure total customer satisfaction throughout the entire process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Burke is pleased to offer an administrative fee of 2% of the of the customer price of all products and services invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Playground Equipment Sports & Recreation Equipment Site Amenities Shade Burke Turf and Burke Tiles Surfacing, including plastic borders Installation of Burke Equipment Installation of Burke Turf & Burke Tiles Delivery of all products Sourcewell customers will also be able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the contract. Our Representative firms sell a wide variety of products including water play, bleachers, shelters, surfacing (PIP, EWF etc.), offering a full turn-key solution for your park or school. See attachments: Burke 2021 Catalog Shade Systems Catalog	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Burke does not have any products or services that have subcategories.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	N/A	*
67	Water play and aquatic recreational structures and equipment.	( ) Yes (•) No	These products are available for purchase via open market designation through our local Representative Firms	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	Burke offers Burke Turf and Burke Tile pricing as line items on the contract. Additional surfacing options are available as open market items through our Authorized Representatives.	*
69	Services related to the solutions above.	(•) Yes ( ) No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If we are awarded the contract we will monitor our progress and success by measuring activity and revenue generation. The best metrics to capture this are tracking the project dollars quoted using the contract and the order dollars placed using the contract. We can track this by Representative firm and by territory to understand where we are being successful and develop targeted efforts for areas we want to improve.	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At Burke, we design and test our products to all applicable safety standards. We are participants in the International Play Equipment Manufacturer's Association (IPEMA) certification program, and our facility and processes are audited by IPEMA and their third-party verifier to participate in the program and maintain certified products. Burke's Engineering and Product Design Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. We have six Burke employees from a variety of departments that are Certified Playground Safety Inspectors (CPSI) through the National Recreation and Park Association (NRPA). The design of our playspaces also promotes safety, well-being and accessibility by focusing on not just access but Universal Design. This means designing spaces to be useable for everyone in the community, regardless of ability, level of concentration or age. Not only do we provide a variety of play events that are designed with these principles, but the overall play environment design has the Universal Design lens with play variety and equity as important considerations. In order to create spaces for the well-being and development of all people, we need to design them with engagement, excitement, socialization and community for everyone.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Customizable playspaces can set your playground apart and create an imaginative play experience like no other! Your Burke Representative and our creative Design Team will help you bring your play environment to life and create a space that's as unique as your community with anything from custom vehicles, play panels, photo opportunity panels, storefronts, post toppers, counters, NaturePlay, ClubHouses, barns, airplanes and more! Our Design Team has backgrounds in design, animation, landscape architecture and art and uses their creativity and experience to design a play environment that fosters pretend play and helps children develop friendships and enhance their imaginative skills.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	• ISO 9001:2015 Certification • ISO 14001:2015 Certification • Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Engineering and Product Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. • Accredited IPEMA Certification facility • Alliant Energy's Second Nature™ Program • Partner with US Environmental Protection Agency Green Power Program • Partner with the National Program for Playground Safety (NPPS) and only playground manufacturer to give a free NPPS Playground Supervision Safety Kit with every modular play structure order! • Currently, six Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Inspectors	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jessica Westphal, Sales Support Coordinator, BCI Burke Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

DocuSign Envelope ID: FFAB8273-E00E-45B9-9904-E2FBEA635A02

AMENDMENT #1
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Table 13: Audit and Administrative Fee—Line Item Question 63 of the Proposal is deleted in its entirety and replaced with the following new language:

   RESPONSE: Burke is pleased to offer an administrative fee of 2% of the customer price of all products and services, excluding freight and bond charges, invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported, and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

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Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/10/2021 | 5:29 PM CST

BCI Burke Company, LLC

By: DocuSigned by: Marianne Larson 560EA7AAB49D42D...
Authorized Signature

Marianne Larson
Name – Printed

Title: Sales Support Manager

Date: 3/10/2021 | 2:23 PM PST

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/10/2021 | 5:47 PM CST

DocuSign Envelope ID: 8F5A91CB-8A14-47EC-88A9-81F81BFC4478

AMENDMENT #2
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 3/18/2021 | 4:23 PM CDT

BCI Burke Company, LLC

By: DocuSigned by: Doug Pietrowski 5E49EAF153C543E...
Doug Pietrowski

Title: CFO

Date: 3/18/2021 | 2:11 PM PDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 3/18/2021 | 4:25 PM CDT

DocuSign Envelope ID: 16CC7607-E02A-435B-92AC-C45824466FD3

AMENDMENT #3
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

> The response to question 49 in Table 10 of the Proposal is clarified to read: "Payment for equipment items will be due within 30 days after the products ship. Service-related items will typically be invoiced at completion of the project and will be due within 30 days of the invoice date. Larger projects may require progress payments, in which case, these terms will be clearly noted on the customer quotation."

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/12/2023 | 7:49 PM CDT

BCI Burke Company, LLC

DocuSigned by:
By: Marianne Larson
F7548BD2B6B34BE...
Marianne Larson

Title: Contracts & Sales Admin Mgr

Date: 5/12/2023 | 12:26 PM PDT

Sourcewell–APPROVED:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/12/2023 | 8:24 PM CDT

BCI Burke Company, LLC #010521-BUR

Pricing for contract #010521-BUR is provided at the following discount levels to Sourcewell participating agencies:

Burke Playground Equipment
7% Discount off MSRP
Additional volume discounting available beginning at $50,000 List price

Burke Turf and Burke Tile Surfacing products
5% Discount off MSRP

Shade Systems Shade Products
3.5% Discount off MSRP

A separate pricing file for all contracted products has been provided. Please refer to this document for additional pricing information.

FIND YOUR CALIFORNIA COMMERCIAL PLAYGROUND EQUIPMENT REPRESENTATIVE



California is a place of history and beauty with destinations like Hollywood, Yosemite National Park, Disneyland and the Golden Gate Bridge. Bringing the highest level of play, playgrounds, recreation and outdoor fitness equipment to all of California is our passion, mission and business. With so much to offer, who wouldn't want to be outside moving, playing and having fun – and, as a bonus, developing skills such as cognitive planning, problem solving and communication. We partner with the best local Representatives to bring the best in play to their communities! Play is essential to health, well-being and helps bring communities together outdoors. We invite California to Join Our Movement and see how play can move you!

Burke
PLAY THAT MOVES YOU.

Located in Folsom, CA 95630

Phone:916-955-5744

Website:bciburke.com

Contact This Representative

Alex Rebenok & Vera Pakshina

Meet Alex and Vera, a passionate couple and your new representatives for BCI Burke in Northeast California! Originally from Russia, their love for playgrounds began in 2008, inspired by our daughter. They spent countless hours there, dreaming of creating safer and more fun spaces for all children.

This passion led them to open their own successful playground company in Russia. Now, Alex and Vera are excited to bring that expertise to California, representing BCI Burke.

Family is important to Alex and Vera and you'll often find them at playgrounds with their daughters. They also love exploring the outdoors, snowboarding, and cross-country skiing (a reminder of our snowy roots!).

Alex and Vera believe playgrounds foster growth and happiness, and that's why they are thrilled to partner with BCI Burke to bring amazing playspaces to communities and schools across Northeast California. Let's get playing!



Address: 121 Industrial Rd #1
Belmont, CA 94002

Country: US

Phone:800-475-1071

Website:specifiedplayequipment.com

Contact This Representative

Specified Play Equipment Co

Specified Play Equipment Company provides turnkey solutions to help manage your project from schematic design through construction. David Yosso, Principal, has managed more than 300 park and playground projects throughout Northern California. Yosso has built a team that is passionate about parks and play area design. Our motto is #LearnbyPlaying and we believe play should be spontaneously selected, individually directed, and inherently educational. The type of manufacturer's SPEC chooses to work with provide self regulated play experiences for all ages and abilities to exercise risk, failure, and mastery. SPEC is the Exclusive Partner and Distributor of BCI Burke in Northern California along with other hand selected manufacturers that share our philosophy on play and landscape.

Burke
PLAY THAT MOVES YOU.

Located in Laguna Niguel, CA 95630

Phone:920-251-9120

Website:bciburke.com

Contact This Representative

James Ferguson

James Ferguson enjoys helping customers bring their dream playspace to life! With over a decade of industry experience, James values Burke's commitment to customer service and innovative, high-quality products. His favorite part of the job is guiding customers from the initial concept to the grand opening of their projects.

James supports his customers to ensure the best solution for their project. His mission is to bring inspiring play to communities across the West. His current favorite Burke equipment is the 360 Loop, promoting inclusive and independent play for children of all abilities.

Innovative
PLAYGROUNDS CO.

Address: 12407 E Slauson Ave #D
Whittier, CA 90606

Country: US

Phone:562-693-5200

Website:innovativeplaygrounds.com

Contact This Representative

Innovative Playgrounds Co

The team at Innovative Playgrounds Company brings over 40 years of combined commercial playground sales and construction experience in the park, recreation, school, and childcare industries. They are a well-established and professional representative firm serving California for some of the most prestigious manufacturers around the country.

As a full turn-key service company, Innovative Playgrounds offers FREE site assessments, design consultations, funding resources, and project management for playground and fitness equipment, safety surfacing, shade structures, sport and site amenities. Innovative Playgrounds is not about selling you playground equipment today, but developing a lasting partnership for tomorrow. They are committed to making a difference in the lives of children by providing safe, fun, and quality playground equipment. They build on providing first class service by establishing relationships that demonstrate what we believe in: customer trust. Most of all, their team is dedicated to changing every community they are involved with by impacting the development of our children and their future.

Burke
PLAY THAT MOVES YOU.

BURKE GENERATIONS WARRANTY

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.
In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

TERMS OF SALE

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070. **01/2026**

Trademark(s) are the property of BCI Burke Company. © BCI Burke Company 2026. All rights reserved.

BURKE GENERATIONS WARRANTY

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.
In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
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- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
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- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
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- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

TERMS OF SALE

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070. **01/2026**

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LIMITED PRODUCT WARRANTY
SOFTWARE LICENSE

FIRST YEAR - - The Manufacturer warrants every cooler, bottle filling station, packaged water chiller, fountain and accessory to be free from defects in materials and workmanship under normal use for one (1) year from date of install or eighteen (18) months from date of shipment from factory, whichever occurs first. The Manufacturer warrants every LK44 Series outdoor tubular fountain and bottle filling station to be free from defects in materials and workmanship under normal use for five (5) years from the date of install or sixty-six (66) months from date of shipment from factory, whichever occurs first. This extended warranty does not apply to freeze resistant assemblies.

SECOND THROUGH FIFTH YEARS - The Manufacturer warrants the compressor and hermetically sealed refrigeration system, including cooling coils or tank assembly when part of the hermetically sealed refrigeration system, to be free from defects in material and workmanship under normal use for an additional four (4) years from the end of the one (1) year period described above. Packaged water chillers are not subject to the additional four (4) year warranty when used in chilled water commercial/industrial applications other than for potable water.

INSTALLATION AND OPERATION - The foregoing Limited Warranty applies only when the product is installed and operated in accordance with the Manufacturer's written instructions included with each unit. These products are designed to operate on 20 psi to 105 psi supply line pressure. Non-filtered Bi-level units require a minimum of 40 psi supply line pressure to ensure adequate stream height from each bubbler when activated simultaneously. Bi-level filtered models, regardless of supply line pressure, cannot provide adequate stream height from each bubbler when activated simultaneously. The Limited Warranty does not apply to products, which on examination by the Manufacturer or its agent, are found to have been subjected to accident, alteration, abuse, misuse, misapplications, corrosive type atmospheres, or abnormal use.

OWNER'S OBLIGATIONS - It is the owner's obligation to pay for any repairs or maintenance not covered by the Limited Warranty, including service calls related to non-warranty issues. Any appearance imperfections are to be noted at time of installation, and the installer or the supplier notified without delay. In the case of products located within the United States or Canada, it is the owner's responsibility to allow access to the unit for the authorized service center to repair on site and/or remove unit from wall to repair at the authorized service center's discretion. In the case of products located outside the United States or Canada, the owner is to return any part for which replacement is sought to the closest authorized service center or to the manufacturer's factory repair department.

MANUFACTURER'S OBLIGATIONS - When the product is located within the United States or Canada, the Manufacturer's obligation under this Limited Warranty is limited to the labor and parts to repair or replace any part which is expressly covered by this Limited Warranty at one of its authorized service centers or at its factory repair department. The warranty applicable to any replacement unit shall be the remaining warranty period on the replaced unit. The Manufacturer's obligation also includes cost of outbound freight (but not express freight) of the part or parts from an authorized service center or the factory repair department, but only if the Manufacturer determines that the part or parts, and the purported defect or defects, are covered by this Limited Warranty.

When the product is located outside the United States or Canada, the Manufacturer's obligation under this Limited Warranty is limited to providing a replacement part for any part expressly covered by this Limited Warranty which, upon examination by the Manufacturer or its agent, is found to be defective, but does not include any obligation to provide labor or to pay labor costs incurred in connection with the replacement. The Manufacturer's obligations also include cost of outbound freight (but not express freight) of the part or parts from the factory repair department to (but not beyond) the port in the United States from which the part or parts are shipped to the ultimate destination, but only if the Manufacturer determines that the part or parts, and the purported defect or defects, are covered by this Limited Warranty.

WHAT WARRANTY DOES NOT COVER - This Limited Warranty does not include payment for any field labor to provide for normal maintenance including adjustments such as water stream height, water temperature or electric eye sensitivity. The water system and regulating valve are not covered by this Limited Warranty if they become inoperative due to liming, sand or similar residue. This Limited Warranty is voided if repairs are made by an unauthorized party or the serial number data plate is removed or defaced. Normal deterioration of finish due to use and exposure is not covered by this Limited Warranty. Corrosion of materials is also not covered by this Limited Warranty. The Manufacturer is not liable for repairs, whether cosmetic or structural, to walls where cooler, bottle filler, fountain and packaged water coolers are built into the wall. If inlet pressure is above 105 psi, a pressure regulator must be installed in the supply line. Any damage caused by reason of connecting this water cooler, bottle filler, fountain or packaged water cooler to supply line pressures lower than 20 psi or higher than 105 psi is not covered by this warranty.

PERSONS ENTITLED TO BENEFIT OF WARRANTY - This Limited Warranty is applicable only to (i) purchasers who purchase the product for the resale in the ordinary course of business, and (ii) the first person who purchases the product other than resale.

SOFTWARE LICENSE PROVISIONS - To the extent the product includes embedded software, the owner and those using the product are granted a restricted, non-exclusive license to use such embedded software. Title to the embedded software shall at times remain with the embedded software licensor. The owner and those using the product shall not remove or alter notices, legends or trademarks contained in the embedded software, nor shall they translate, reverse engineer, decompile or disassemble the embedded software except to the extent applicable law specifically prohibits this restriction. The embedded software is provided "as is" and any warranty offered herein is by or through the Manufacturer. Further information concerning this license of embedded software is available from the Manufacturer.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO ANY PERSON. THIS WARRANTY MAY NOT BE ALTERED, VARIED, **OR EXTENDED**, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE MANUFACTURER. THE REMEDY OF REPAIR OR, WHERE APPLICABLE, REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS EXCLUSIVE. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PERSON, WHETHER OR NOT OCCASIONED BY NEGLIGENCE OF THE MANUFACTURER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, COSTS OR SUBSTITUTION, PROPERTY DAMAGE, OR OTHER MONETARY LOSS.

This Limited Warranty gives specific legal rights and in some states of the United States there may be other rights which vary from state to state.

Elkay Sales, Inc
1333 Butterfield Road, Suite 200
Downers Grove, IL 60515
800.260.6640

DATE OF INSTALLATION _____

SERIAL NUMBER _____
(To Be Filled in By Installer)

Form to be left with the owner by the installer.

GARANTÍA LIMITADA DEL PRODUCTO
LICENCIA DE SOFTWARE

PRIMER AÑO: El fabricante garantiza que todo enfriador de agua, estación llenadora de botellas, enfriador de agua empaquetado, fuente de agua potable y accesorio sea libre de defectos de material y mano de obra bajo uso normal durante un (1) año a partir de la fecha de instalación o dieciocho (18) meses a partir de la fecha de envío de la fabrica, lo que ocurra primero. El fabricante garantiza que todas las estaciones llenadoras de botellas y bebederos tubulares para exteriores de la serie LK44 estarán libres de defectos en sus materiales y en la mano de obra bajo uso normal por cinco (5) años desde la fecha de instalación o sesenta y seis (66) meses a partir la fecha de envío desde la fábrica, lo que ocurra primero. Esta garantía extendida no se aplica a los conjuntos resistentes a la congelación.

SEGUNDO HASTA EL QUINTO AÑO: El fabricante garantiza que el compresor y el sistema de refrigeración herméticamente sellado, que incluye serpentines de enfriamiento o conjuntos de tanque cuando son parte del sistema de refrigeración herméticamente sellado, estarán libres de defectos en sus materiales y en la mano de obra bajo condiciones de uso normal durante cuatro (4) años adicionales a partir del término del período de un (1) año descrito anteriormente. Los enfriadores de agua empaquetados no están sujetos a la garantía de cuatro (4) años adicionales cuando se usan en aplicaciones comerciales o industriales de agua enfriada que no sean para agua potable.

INSTALACIÓN Y FUNCIONAMIENTO: La garantía limitada mencionada anteriormente solo se aplica cuando el producto se instala y opera de acuerdo con las instrucciones por escrito del fabricante que se incluyen con cada unidad. Estos productos están diseñados para funcionar con presiones de tubería de suministro de 20 a 105 psi. Las unidades de dos niveles sin filtración requieren un mínimo de 40 psi de presión de tubería de suministro para garantizar una altura de flujo adecuada de cada boquilla cuando se activen simultáneamente. Los modelos de dos niveles con filtro, sin considerar la presión de tubería de suministro, no pueden producir una altura de flujo adecuada de cada boquilla cuando se activan simultáneamente. La garantía limitada no se aplica a los productos que, una vez sometidos a revisión por parte del fabricante o su agente, se determine que han sufrido accidentes, alteraciones, o han sido sometidos a abuso, uso indebido, aplicación incorrecta, ambientes corrosivos o uso anormal.

OBLIGACIONES DEL PROPIETARIO: Es obligación del propietario pagar cualquier reparación o mantenimiento que no esté cubierto por la garantía limitada, lo que incluye llamadas al servicio técnico relacionadas con problemas que no cubre la garantía. Cualquier imperfección que se observe se debe señalar al momento de la instalación y se debe informar inmediatamente al instalador o al proveedor. En el caso de productos que se encuentren dentro de los Estados Unidos o Canadá, será responsabilidad del propietario permitir el acceso a la unidad para que el centro de servicio técnico autorizado realice la reparación en el lugar o retire la unidad para repararla, según sea su criterio. En el caso de productos que se encuentren fuera de los Estados Unidos o Canadá, el propietario debe devolver cualquier pieza que se solicite reemplazar, al centro de servicio técnico autorizado más cercano o al Departamento de Reparaciones del fabricante.

OBLIGACIONES DEL FABRICANTE: Cuando el producto se encuentre dentro de los Estados Unidos o Canadá, la obligación del fabricante según esta garantía limitada estará restringida a la mano de obra y piezas necesarias para reparar o reemplazar cualquier pieza que esté expresamente cubierta por esa garantía limitada en uno de sus centros de servicio técnico o en el Departamento de Reparaciones del fabricante. La garantía aplicable a cualquier unidad que se reemplace corresponderá al período de garantía restante de la unidad reemplazada. La obligación del fabricante también incluye el costo del flete de salida (pero no el flete expreso), de la pieza o piezas desde un centro de servicio técnico autorizado o del Departamento de Reparaciones del fabricante, pero solo si el fabricante determina que la pieza o piezas y el supuesto defecto o defectos están cubiertos por esta garantía limitada.

Cuando el producto se encuentre fuera de los Estados Unidos o Canadá, la obligación del fabricante según esta garantía limitada estará restringida a proporcionar la pieza de reemplazo para cualquier pieza cubierta expresamente por esta garantía limitada, que luego de ser sometida a revisión por el fabricante o su agente se determine que esté defectuosa, pero no considera ninguna obligación de proporcionar mano de obra ni de pagar costos de mano de obra incurridos en relación con el reemplazo. La obligación del fabricante también incluye el costo del flete de salida (pero no el flete expreso), de la pieza o piezas desde el Departamento de Reparaciones del fabricante hasta (pero no más allá) el puerto en los Estados Unidos desde el cual la pieza o piezas se envíen a su destino final, pero solo si el fabricante determina que la pieza o piezas y el supuesto defecto o defectos están cubiertos por esta garantía limitada.

LO QUE NO CUBRE ESTA GARANTÍA: Esta garantía limitada no incluye el pago de mano de obra en terreno para realizar mantenimiento normal, lo que incluye ajustes tales como la altura del flujo de agua, la temperatura del agua o la sensibilidad de la célula fotoeléctrica. El sistema de agua y la válvula reguladora no están cubiertos por esta garantía limitada si dejan de funcionar a causa de la presencia de calcificación, arena o residuos similares. Esta garantía limitada quedará nula si una parte no autorizada realiza reparaciones o si se retira o deforma la placa de datos del número de serie. El deterioro normal del acabado debido al uso y la exposición no está cubierto por esta garantía limitada. Esta garantía limitada tampoco cubre la corrosión de los materiales. El fabricante no será responsable por reparaciones estéticas o estructurales, a las paredes en las que estén empotrados los enfriadores, las llenadoras de botellas, las fuentes de agua potable y los enfriadores de agua empaquetados. Si la presión de entrada es mayor que 105 psi, se debe instalar un regulador de presión en la tubería de suministro. Cualquier daño provocado a causa de la conexión de este enfriador de agua, llenadora de botellas, fuente de agua potable o enfriador de agua empaquetado a presiones de tubería de suministro inferiores a 20 psi o superiores a 105 psi no está cubierto por esta garantía.

PERSONAS CON DERECHO A LOS BENEFICIOS DE LA GARANTÍA: Esta garantía limitada se aplica solo a (i) compradores que adquirieron el producto para la reventa como parte del desarrollo normal de las actividades comerciales y (ii) la primera persona que compra el producto excepto para la reventa.

DISPOSICIONES DE LA LICENCIA DE SOFTWARE - En la medida que el producto incluye software integrado, se otorga al dueño, y a aquellos que utilicen el producto, una licencia restringida y no exclusiva para utilizar tal software integrado. El derecho al software integrado permanecerá, en todo momento, en poder del creador del software integrado. El dueño y aquellos que usen el producto no eliminarán ni modificarán las notas, leyendas o marcas registradas contenidas en el software integrado; ni traducirán, aplicarán ingeniería inversa, descompilarán o desensamblarán el software integrado; excepto en la medida en que la ley correspondiente prohíba específicamente esta restricción. El software integrado se proporciona “tal como está” y cualquier garantía ofrecida aquí se aplica por o a través del fabricante. Para obtener mayor información disponible sobre esta licencia de software integrado, comuníquese con el fabricante.

ESTA GARANTÍA LIMITADA REEMPLAZA A TODAS LAS DEMÁS GARANTÍAS, EXPRESAS O IMPLÍCITAS QUE SE APLIQUEN POR LEY O DE ALGUNA OTRA MANERA, LO QUE INCLUYE, ENTRE OTRAS, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD E IDONEIDAD PARA UN PROPÓSITO EN PARTICULAR. A EXCEPCIÓN DE LO AQUÍ DISPUESTO EXPRESAMENTE, EL FABRICANTE NO PROPORCIONA NINGUNA GARANTÍA EXPRESA O IMPLÍCITA QUE SE APLIQUEN POR LEY O EN OTRAS CIRCUNSTANCIAS, LO QUE INCLUYE, ENTRE OTRAS, GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD E IDONEIDAD PARA UN PROPÓSITO EN PARTICULAR. ESTA GARANTÍA NO SE PUEDE ALTERAR, MODIFICAR **NI EXTENDER**, EXCEPTO MEDIANTE UN DOCUMENTO POR ESCRITO FIRMADO POR EL FABRICANTE. LA SOLUCIÓN O REPARACIÓN, O CUANDO CORRESPONDA, EL REEMPLAZO, SEGÚN LO DISPUESTO POR ESTA GARANTÍA LIMITADA ES EXCLUSIVO. EN NINGÚN CASO EL FABRICANTE SERÁ RESPONSABLE POR NINGÚN DAÑO INDIRECTO O INCIDENTAL ANTE NINGUNA PERSONA, SEA O NO A CAUSA DE NEGLIGENCIA DEL FABRICANTE, LO QUE INCLUYE, ENTRE OTROS, DAÑOS POR PÉRDIDA DE USO, COSTOS O SUSTITUCIÓN, DAÑO A LA PROPIEDAD U OTRAS PÉRDIDAS MONETARIAS.

Esta garantía limitada otorga derechos legales específicos y en algunos estados de los Estados Unidos puede haber otros derechos que varían de un estado a otro.

Elkay Sales, Inc
1333 Butterfield Road, Suite 200
Downers Grove, IL 60515
800.260.6640

FECHA DE INSTALACIÓN _____

NÚMERO DE SERIE _____

(Debe llenarlos el instalador)

El instalador debe dejar el formulario en posesión del propietario.

GARANTIE LIMITÉE DU PRODUIT
LICENCE DE LOGICIELE

PREMIÈRE ANNÉE - Le Fabricant garantit que chaque refroidisseur, chaque station de remplissage de bouteilles, chaque refroidisseur d’eau monobloc, chaque fontaine et chaque accessoire est exempt de tout défaut de matériaux ou de fabrication dans le cadre d’une utilisation normale d’un (1) an à compter de la date d’installation, ou de dix-huit (18) mois à compter de la date d’expédition de l’usine. Le Fabricant garantit que chaque fontaine tubulaire extérieure et station de remplissage de bouteilles Série LK44 est exempte de tout défaut de matériaux ou de fabrication dans le cadre d’une utilisation normale de cinq (5) ans à compter de la date d’installation, ou de soixante-six (66) mois à compter de la date d’expédition de l’usine, à la première de ces occurrences. La présente garantie étendu ne s’applique pas ensembles résistant au gel.

DEUXIÈME À CINQUIÈME ANNÉE - Le Fabricant garantit que le compresseur et le système de réfrigération hermétiquement scellé, y compris les serpentins de refroidissement ou l’ensemble réservoir, lorsqu’ils font partie du système de réfrigération hermétiquement scellé, sont exempts de tout défaut de matériaux ou de fabrication dans le cadre d’une utilisation normale de quatre (4) années supplémentaires à compter de la fin de la période d’un (1) an indiquée ci-dessus. Les refroidisseurs d’eau monobloc ne sont pas soumis à la garantie supplémentaire de quatre (4) ans lorsqu’ils sont utilisés dans des applications commerciales/industrielles de refroidissement d’eau autres que pour l’eau potable.

INSTALLATION ET FONCTIONNEMENT - Cette Garantie limitée n’est applicable que si le produit est installé et utilisé conformément aux instructions écrites du Fabricant, lesquelles instructions sont incluses dans chaque unité. Ces produits sont conçus pour fonctionner avec une pression de conduite d’alimentation de 20 psi à 105 psi. Les unités à deux niveaux sans filtre nécessitent une pression de conduite d’alimentation minimale de 40 psi pour assurer une hauteur de jet adéquate pour chaque barboteur en cas d’activation simultanée. Quelle que soit la pression de la conduite d’alimentation, les modèles à deux niveaux avec filtre, lorsqu’ils sont activés simultanément, ne peuvent fournir une hauteur de jet adéquate pour chaque barboteur. Cette Garantie limitée ne s’applique pas aux produits qui, après examen du Fabricant ou de son mandataire, ont permis de constater qu’ils ont fait l’objet d’un accident, d’une altération, d’un usage abusif ou d’un mauvais usage, d’une application erronée ou exposés dans un environnement de type corrosif ou utilisés de façon anormale.

OBLIGATIONS DU PROPRIÉTAIRE - Le propriétaire a l’obligation de payer pour toute réparation ou tout entretien non couvert(e) par cette Garantie limitée, y compris les appels de service non couverts par ladite garantie. Toutes imperfections sur l’aspect du produit doivent être notées au moment de l’installation, et l’installateur ou le fournisseur doit en être averti immédiatement. En ce qui concerne les produits situés aux États-Unis ou au Canada, le propriétaire du produit a la responsabilité de permettre au centre de réparation homologué d'accéder à l'unité en vue de la réparer sur site et/ou de la détacher du mur pour la réparer à la discrétion du centre de réparation homologué. En ce qui concerne les produits situés en dehors des États-Unis ou du Canada, le propriétaire est tenu de renvoyer tout composant à remplacer au centre de réparation homologué le plus proche ou au service de réparation en usine.

OBLIGATIONS DU FABRICANT - En ce qui concerne les produits situés aux États-Unis ou au Canada, l’obligation du Fabricant dans le cadre de cette Garantie limitée ne concerne que la main d’œuvre et les pièces nécessaires pour réparer ou remplacer toute pièce explicitement couverte par cette Garantie limitée à un de ses centres de réparation homologués ou à son service de réparation en usine. La garantie applicable à toute unité de remplacement doit être la période restante de la garantie de l’unité remplacée. Le Fabricant est également tenu de payer les frais de fret sortant (mais non un envoi en express) de la ou des pièces émanant d’un centre de réparation autorisé ou du service de réparation en usine, mais seulement si le Fabricant établit que la ou les pièces, ainsi que le(s) prétendu(s) défauts sont couverts par cette Garantie limitée.

Lorsque le produit est situé en dehors des États-Unis ou du Canada, l’obligation du Fabricant dans le cadre de cette Garantie limitée est limitée à la fourniture d’une pièce de rechange pour toute pièce explicitement couverte par cette Garantie limitée qui, suite à un examen du Fabricant ou de son mandataire, est jugée défectueuse ; cette obligation n’inclut pas la fourniture d’une main d’œuvre ni le paiement de frais de main d’œuvre encourus en relation avec le remplacement de la pièce de rechange. Le Fabricant est également tenu de payer les frais de fret sortant (et non le fret express) d’une ou des pièces émanant du service de réparation en usine jusqu’au port des États-Unis (mais pas au-delà) d’où la ou les pièces seront expédiées vers leur destination finale, mais seulement si le Fabricant établit que la ou les pièces ainsi que le(s) prétendu(s) défaut(s) est/sont couvert(s) par cette Garantie limitée.

ÉLÉMENTS NON COUVERTS PAR LA GARANTIE - Cette Garantie limitée n’inclut pas le paiement de frais de main d’œuvre sur place concernant l’entretien normal, y compris les réglages nécessaires tels que la hauteur du jet d’eau, la température de l’eau ou la sensibilité de la cellule photoélectrique. Le système d’alimentation et la vanne de réglage ne sont pas couverts par cette Garantie limitée si leur fonctionnement est entravé par la chaux, le sable ou résidu similaire. Cette Garantie limitée est annulée si des réparations sont effectuées par une personne non autorisée, ou si la plaque signalétique du numéro de série est enlevée ou rendue illisible. La détérioration normale de la finition due à l’usage et l’exposition n’est pas couverte par cette Garantie limitée. La corrosion des matériaux n’est pas couverte non plus par cette Garantie limitée. Le Fabricant n’est pas responsable des réparations esthétiques ou structurelles effectuées sur les murs où le refroidisseur, la remplisseuse de bouteilles, la fontaine et le refroidisseur d’eau monobloc sont installés au mur. Si la pression d’entrée est supérieure à 105 psi, un régulateur de pression doit être installé dans la conduite d’alimentation. Tout dommage causé par le raccordement de ce refroidisseur d’eau, cette remplisseuse de bouteilles, cette fontaine et ce refroidisseur d’eau monobloc à une conduite d’alimentation ayant une pression inférieure à 20 psi ou supérieure à 105 psi n’est pas couvert par cette garantie.

PERSONNES HABILITÉES À BÉNÉFICIER DE LA GARANTIE - Cette Garantie limitée est applicable uniquement (i) aux acheteurs qui achètent le produit pour la revente dans le cadre normal des activités commerciales et, (ii) au premier acheteur qui achète le produit dans un but autre que la revente.

DISPOSITIONS DE LA LICENCE DE LOGICIEL - Dans la mesure où le produit comporte un logiciel intégré, une licence restreinte et non exclusive est accordée au propriétaire et aux utilisateurs du produit pour l’utilisation de ce logiciel intégré. Les droits du logiciel intégré sont détenus en permanence par le donneur de licence du logiciel intégré. Le propriétaire et les utilisateurs du produit ne devront ni supprimer ni modifier les avis, légendes et marques de commerce contenus dans le logiciel intégré et ne devront pas traduire, rétroconcevoir, décompiler ni désassembler le logiciel intégré sauf dans la mesure où la loi en vigueur interdit spécifiquement une telle restriction. Le logiciel intégré est fourni « en l’état » et toute garantie offerte aux présentes est offerte par ou à travers le Fabricant. De plus amples renseignements concernant cette licence de logiciel intégré sont disponibles auprès du Fabricant.

CETTE GARANTIE LIMITÉE REMPLACE TOUTES LES AUTRES GARANTIES EXPRESSES, EXPLICITES OU IMPLICITES, EN VERTU DE LOI OU AUTREMENT, Y COMPRIS MAIS SANS SE LIMITER AUX GARANTIES IMPLICITES DE QUALITÉ MARCHANDE ET D’ADÉQUATION À DES FINS PARTICULIÈRES. SAUF DISPOSITIONS EXPRESSES DE CE DOCUMENT, LE FABRICANT N’ACCORDE AUCUNE GARANTIE EXPRESSE, EXPLICITE OU IMPLICITE, EN VERTU DE LOI OU AUTREMENT, Y COMPRIS MAIS SANS SE LIMITER AUX GARANTIES IMPLICITES DE QUALITÉ MARCHANDE ET D’ADÉQUATION À DES FINS PARTICULIÈRES. CETTE GARANTIE NE PEUT ÊTRE MODIFIÉE, CHANGÉE **OU PROROGÉE**, SAUF PAR UN INSTRUMENT ÉCRIT SIGNÉ PAR LE FABRICANT. LE RECOURS À LA RÉPARATION OU, SI BESOIN, AU REMPLACEMENT TEL QUE PRÉVU AUX TERMES DE CETTE GARANTIE LIMITÉE EST EXCLUSIF. EN AUCUN CAS, LE FABRICANT NE PEUT ÊTRE TENU RESPONSABLE DES DOMMAGES CONSÉCUTIFS OU FORTUITS À TOUTE PERSONNE, QU’ILS SOIENT OU NON CAUSÉS PAR UNE NÉGLIGENCE DU FABRICANT, Y COMPRIS MAIS SANS SE LIMITER AUX DOMMAGES-INTÉRÊTS POUR PERTE DE JOUISSANCE, AUX COÛTS OU À LA SUBSTITUTION, AUX DOMMAGES MATÉRIELS OU AUTRES PERTES PÉCUNIAIRES.

Cette garantie limitée vous donne des droits juridiques spécifiques et, dans certains États des États-Unis vous pouvez bénéficier d’autres droits qui varient selon les juridictions.

Elkay Sales, Inc
1333 Butterfield Road, Suite 200
Downers Grove, IL 60515
800.260.6640

DATE D’INSTALLATION _____

NUMÉRO DE SÉRIE _____

(À rempli par l’installateur)

Formulaire à laisser au propriétaire par l’installateur.

AGENDA ITEM NO. 12

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE AND RESOLUTION REVISING AUDIT COMMITTEE RULES AND REGULATIONS**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the following resolution:

RESOLUTION NO. 2026-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE AUDIT COMMITTEE RULES AND REGULATIONS

2. Appoint the five (5) most recently serving Committee members to serve on the Audit Committee, for a term through December 31, 2027, as detailed in the staff report.

BACKGROUND:

On October 6, 2015, the City Council adopted Resolution No. 2015-73, which established the Audit Committee, consisting of the City Manager, the Finance Director, the City Treasurer, two City Council Members, and two members of the public, and established the procedures, rules and regulations of the Audit Committee.

On May 17, 2016, the City Council adopted Resolution No. 2016-40, removing the City Manager and Finance Director from the Audit Committee since they prepare the reports that are presented to the Committee.

On May 15, 2018, the City Council adopted Resolution No. 2018-60, adding two additional community members to the Audit Committee, such that membership increased from five members to seven members to consist of the City Treasurer, two Council Members, and four members of the public.

On May 7, 2019, the City Council adopted Resolution No. 2019-31, renaming the previously established Audit Committee as the Finance and Audit Committee and amending the duties of the Finance and Audit Committee.

On May 4, 2021, the City Council adopted Resolution 2021-33, renaming the Finance and Audit Committee as the Audit Committee, amending the duties of the Audit Committee, increasing the number of members of the public on the Committee from four to five members, and providing that the two City Council Members and City Treasurer will serve as ex-officio non-voting members of the Committee.

The public members of the Audit Committee are appointed for two (2) year terms, which have historically been staggered. There are currently five (5) vacancies on the Audit Committee. The City accepted applications in the manner required by law.

Additionally, at the January 20, 2026 meeting, the City Council provided direction regarding ensuring that the Rules and Regulations of the Audit Committee indicate that the Committee will meet quarterly.

DISCUSSION:

Below are the names of the individuals that have applied to be on the Audit Committee, their applications are attached (Attachment No. 3).

- Cisco Bautista
- Jiaqi Fu
- Tim J. Lewis
- Dillon Ahorro
- Briana Barrera
- Sandra Chidiac
- Francisco Cruells
- Douglas Fore
- Evelyn Ignacio
- Brendan Lee
- Frank Rodriguez
- Juan Rolon
- Steve Villanueva
- Steven Bennett
- Rafael Castellon (term expired in September 2025)
- James A. Grivich (term expired in May 2025)
- David Lin (term expired in September 2025)
- Marsha Solorio (term expired in May 2025)
- Deanna R. Stanley (term expired in September 2025)

Staff recommends that the City Council appoint the most recently serving members to the Audit Committee as follows:

- Rafael Castellon
- James A. Grivich
- David Lin
- Marsha Solorio
- Deanna R. Stanley

Staff recommends that the term of each newly appointed Committee member be from February 2026 through December 31, 2027.

As outlined above, the Rules and Regulations applicable to the Audit Committee were last amended in May 2021. During staff's review of the Rules and Regulations per the Council's direction on January 20, 2026, staff made additional clean-up revisions to the Rules and Regulations. The revisions are reflected in redline format in Attachment No. 2. Consistent with the Council's direction, the proposed revised Rules and Regulations make clear that the Committee shall have one regular meeting per quarter, and establish that the meetings will be held on the fourth Wednesday of the month in the months of January, April, July and October. The proposed revised Rules and Regulations provide that a Committee member is appointed for a two-year term, unless the City Council specifies a shorter term at the time of appointment, and thereafter until their successor is appointed. The proposed revised Rules and Regulations also include new provisions regarding the selection of a Chair and Vice Chair, Committee member absences, and the procedures for removing Committee members and filling vacancies.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Lisa Sherrick, Assistant City Clerk

Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Attachments

Attachment No. 1 - Resolution No. 2026-16

Attachment No. 2 - Redline of Rules and Regulations

Attachment No. 3 - Audit Committee Applications

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2026-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE AUDIT COMMITTEE RULES AND REGULATIONS

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

WHEREAS, on October 6, 2025, the City Council adopted Resolution No. 2015-73, which established the Audit Committee, consisting of the City Manager, the Finance Director, the City Treasurer, two City Council Members, and two members of the public, and established the procedures, rules and regulations of the Audit Committee; and

WHEREAS, on May 17, 2016, the City Council adopted Resolution No. 2016-40, removing the City Manager and Finance Director from the Audit Committee; and

WHEREAS, on May 15, 2018, the City Council adopted Resolution No. 2018-60, adding two additional community members to the Audit Committee, such that membership increased from five members to seven members to consist of the City Treasurer, two Council Members, and four members of the public; and

WHEREAS, on May 7, 2019, the City Council adopted Resolution No. 2019-31, renaming the previously established Audit Committee as the Finance and Audit Committee and amending the duties of the Finance and Audit Committee; and

WHEREAS, in response to the State Auditor's December 1, 2020 report entitled "City of West Covina: Its Deteriorating Financial Situation Threatens Its Fiscal Stability and Its Ability to Provide City Services," the City Council unanimously approved a formal Financial Recovery Plan with specific timelines, monitoring, and reporting; and

WHEREAS, on May 4, 2021, the City Council adopted Resolution 2021-33, renaming the Finance and Audit Committee as the Audit Committee, amending the duties of the Audit Committee, including adding duties relating to monitoring the implementation of the Financial Recovery Plan, increasing the number of members of the public on the Committee from four to five members, and providing that the two City Council Members and City Treasurer will serve as ex-officio non-voting members of the Committee.

WHEREAS, the City Council now desires to revise the Rules and Regulations applicable to the Audit Committee.

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

SECTION 1. The City Council hereby approves the revised City of West Covina Audit Committee Rules and Regulations, attached hereto as Exhibit A.

SECTION 2. The City of West Covina Audit Committee Rules and Regulations attached hereto as Exhibit A shall supersede and replace the Rules and Regulations adopted through Resolution No. 2021-33.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED this 3rd day of February, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-16 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of February, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

CITY OF WEST COVINA AUDIT COMMITTEE
RULES AND REGULATIONS

CITY OF WEST COVINA AUDIT COMMITTEE
RULES AND REGULATIONS

1. ESTABLISHMENT OF THE AUDIT COMMITTEE

The City Council of the City of West Covina hereby establishes the City of West Covina Audit Committee.

2. PURPOSE

The Audit Committee's primary purpose is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs.

3. MEMBERSHIP AND APPOINTMENT

The Audit Committee shall consist of eight (8) members. This shall include five (5) citizen representatives, who shall serve as voting members, two (2) City Council Members, and the City Treasurer, who shall each serve as ex officio non-voting members. The City Council will appoint the citizen representatives. The Mayor will appoint the City Council Member representatives in accordance with the City Council's Standing Rules. The City Clerk shall post and advertise the citizen representative positions and vacancies as provided for all other City commissions and committees.

4. COMPENSATION

Members of the Committee shall serve without compensation.

5. TERM OF MEMBERSHIP

Each voting member of the Committee shall serve for a two (2) year term, unless a shorter term is specified by the City Council at the time of the member's appointment, and thereafter until a successor for the voting member whose term is expiring has been appointed. City Council Members on the Committee shall serve for a one (1) year term, or until such time as the Mayor conducts annual appointments pursuant to the City Council's Standing Rules.

6. TIME AND PLACE OF MEETINGS

There shall be one regular meeting of the Committee each quarter. Such meetings shall be held on the fourth Wednesday in the months of January, April, July, and October at 6:00 p.m. All meetings of the Committee shall be held at West Covina City Hall located at 1444 W. Garvey Ave. S.

All meetings of the Committee shall be open to the public. Notices and agendas for Committee meetings shall be posted in accordance with the requirements of the Brown Act.

Revised 2-3-26
Resolution No. 2026-16

7. ELECTION OF OFFICERS

At its first meeting of the calendar year, the Committee shall select from its voting members a Chair and a Vice Chair.

8. CONFLICT OF INTEREST

All members of the Committee are subject to the requirements of the Conflict of Interest Codes of the City of West Covina and conflict of interest laws of the State of California.

9. CITY POLICIES

All members of the Committee are subject to all applicable City of West Covina policies and requirements.

10. DUTIES OF THE COMMITTEE

The role of the Committee is to help improve the City's long-term financial health by (1) monitoring the monthly financial reports for the purpose of reporting potential deficits, (2) reviewing the Annual Comprehensive Financial Reports, (3) reviewing and providing input to City staff regarding any corrective action plans, financial recovery plans and/or updates prepared in response to any reports issued by the State Auditor, and (4) making periodic reports to the City Council.

11. ABSENCE OF VOTING MEMBERS

If a voting member of the Committee is absent without having been excused from three consecutive meetings of the Committee or three meetings of the Committee in any one year period, such absences will be deemed to constitute a resignation of such voting member, and the position declared vacant.

12. REMOVAL; VACANCIES

Voting members of the Committee serve at the pleasure of the City Council. The City Council may remove any voting Committee member at any time, with or without cause.

In the event of a vacancy in the seat of a voting member of the Committee, the City Council shall appoint a citizen representative to fill such vacancy once such vacancy has been advertised as required by these Rules and Regulations.

ATTACHMENT NO. 2

CITY OF WEST COVINA AUDIT COMMITTEE
RULES AND REGULATIONS

1. ESTABLISHMENT OF THE AUDIT COMMITTEE

The City Council of the City of West Covina hereby establishes ~~renames the previously established Finance & Audit Committee as the~~ the City of West Covina Audit Committee.

2. PURPOSE

The Audit Committee's primary purpose is ~~to support improving the community and~~ to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. ~~(1) ensuring financial stability and (2) monitoring the implementation of the corrective actions identified in the Financial Recovery Plan, approved by the City Council on April 6, 2021.~~

3. MEMBERSHIP AND APPOINTMENT

The Audit Committee shall consist of eight (8) members. This shall include five (5) citizen representatives, who shall serve as voting members, two (2) City Council Members, and ~~tfive public members who will be appointed by the City Council. T~~he City Treasurer ~~and two City Council members~~, who shall each serve as ex officio non-voting members. The City Council will appoint the citizen representatives. The Mayor will appoint the City Council Member representatives in accordance with the City Council's Standing Rules. The City Clerk shall post and advertise the citizen representative~~public~~ positions and vacancies as provided for all other City commissions and committees.

4. COMPENSATION

Members of the Committee shall serve without compensation.

5. TERM OF MEMBERSHIP

Each ~~The appointed~~ voting member~~s~~ of the Committee shall serve for a ~~be appointed for~~ two (2) year term, unless a shorter term is specified by the City Council at the time of the member's appointment, ~~s~~ and thereafter until a successor for the voting member whose term is expiring has been appointed. ~~on a staggered basis, except for the initial appointment as provided herein.~~ City Council Members on the Committee shall serve for a one (1) year term, or until such time as the Mayor conducts annual appointments pursuant to the City Council's Standing Rules. ~~For the initial appointments, one Council Member and one member of the public shall initially be appointed to serve a one-year term in order to allow for the staggered terms thereafter.~~

6. TIME AND PLACE OF MEETINGS

There shall be one regular meeting of the Committee each quarter. Such meetings shall be held on the fourth Wednesday in the months of January, April, July, and October at 6:00 p.m. ~~The Committee will meet at least quarterly.~~ All meetings of the Committee shall be held at ~~the City of~~ West Covina City Hall located at 1444 W. Garvey Ave. S. ~~in the City of West Covina.~~

All meetings of the Committee shall be open to the public. Notices and agendas for Committee meetings shall be posted in accordance with the requirements of the Brown Act.

7. ELECTION OF OFFICERS

At its first meeting of the calendar year, the Committee shall select from its voting members a Chair and a Vice Chair.

~~7.~~8. CONFLICT OF INTEREST

All members of the Committee are subject to the requirements of the Conflict of Interest C~~c~~odes of the City of West Covina and c~~C~~onflict of i~~I~~nterest laws of the State of California.

~~8.~~9. CITY POLICIES

All members of the Committee are subject to all~~the~~ applicable City of West Covina policies and requirements ~~of all Human Resource Department policies of the City of West Covina~~.

~~9.~~10. DUTIES OF THE COMMITTEE

The role of the Committee is to help improve the City's long-term financial health by (1) ~~monitoring implementation of the Financial Recovery Plan, (2)~~ monitoring the monthly financial reports for the purpose of reporting potential deficits, (2~~3~~) reviewing the ~~Comprehensive~~ Annual Comprehensive Financial Reports, (3) reviewing and providing input to City staff regarding any corrective action plans, financial recovery plans and/or updates prepared in response to any reports issued by the State Auditor, and (4) making periodic reports to the City Council.

11. ABSENCE OF VOTING MEMBERS

If a voting member of the Committee is absent without having been excused from three consecutive meetings of the Committee or three meetings of the Committee in any one year period, such absences will be deemed to constitute a resignation of such voting member, and the position declared vacant.

12. REMOVAL; VACANCIES

Voting members of the Committee serve at the pleasure of the City Council. The City Council may remove any voting Committee member at any time, with or without cause.

In the event of a vacancy in the seat of a voting member of the Committee, the City Council shall appoint a citizen representative to fill such vacancy once such vacancy has been advertised as required by these Rules and Regulations.

ATTACHMENT NO. 3

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Ahorro, Dillon G - Person ID: 64196712
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/12/25, 6:36 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Ahorro, Dillon G	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	
What is your highest level of education? Associate's Degree	

PREFERENCES

MINIMUM COMPENSATION $21.45 per hour	**ARE YOU WILLING TO RELOCATE?** □ Yes ■ No □ Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Internship	
TYPES OF WORK YOU WILL ACCEPT: Part Time	
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends	

EDUCATION

DATES: From 8/2025 To Present	**SCHOOL NAME:** California State Polytechnic University, Pomona	
LOCATION:(City, State) Pomona, California	**DID YOU GRADUATE?** □ Yes ■ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Accounting		**UNITS COMPLETED:** 70 - Semester
DATES: From 6/2023 To 6/2025	**SCHOOL NAME:** Mt. San Antonio College	
LOCATION:(City, State) Walnut, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Other
MAJOR: Business Administration		**UNITS COMPLETED:** 90 - Semester

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 4/2025 To Present	Mt. San Antonio College	Accounting Tutor

ADDRESS: (Street, City, State, Zip/Postal Code)
1100 N Grand Ave, Walnut, California, 91780

MAY WE CONTACT THIS EMPLOYER?
■ Yes □ No

HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
20	

DUTIES:
•Collaborated with Mt. SAC Academic Success and Achievement Center (ASAC) to offer free tutoring services, supporting fellow students in achieving their academic goals.
•Tutored subjects: Financial Accounting, Managerial Accounting, and Federal Income Tax Law, using customized approaches to meet diverse learning styles and enhance understanding of complex concepts.
•Empowered students to improve their academic performance and build confidence in accounting principles through personalized support and guidance.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing: 80
Data Entry: 0

OTHER SKILLS:
Tax Accounting - Intermediate - 1 years and 3 months
Financial Accounting - Intermediate - 2 years and 0 months

LANGUAGE(S):

ADDITIONAL INFORMATION

Volunteer Experience
From January to April 2025, I volunteered as an advanced tax preparer at Mt. SAC's VITA site, working every Saturday from 7 a.m. to 3 p.m. I filed over 20 individual returns, primarily using Form 1040, Schedule C, and Schedule A. The experience gave me hands-on exposure to the tax side of accounting while allowing me to support members of the community who often don't have access to professional tax help.

Professional Associations
I've been a CalCPA Inland Empire member for nearly two years, attending every major accounting conference and student event, including casual ones like the Ontario Top Golf meetup. I connected with professionals and peers, and often encouraged other students to join and get involved. I received the CalCPA Scholarship twice, once in 2024 with a recommendation from Mt. SAC's Accounting Director and again in 2025 through a merit-based selection. After the second award, I was invited to join the Golden State Scholars Alumni Network, which brings together past scholarship recipients across California.

Additional Information
I am currently studying for the Enrolled Agent exam on top of my current college courses. I have passed Part 2 of the exam which focuses on Business Taxation.

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   GovernmentJobs.com
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Barrera, Briana C. - Person ID: 39977062
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/9/25, 4:30 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Barrera, Briana C.	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
	LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No
What is your highest level of education? High School	

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: From 8/2010 To 6/2014	**SCHOOL NAME:** South Hills High School	
LOCATION:(City, State) West Covina, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** High School Diploma
DATES:	**SCHOOL NAME:** University of Arizona Global Campus	
LOCATION:(City, State) Phoniex, Arizona	**DID YOU GRADUATE?** □ Yes ■ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business of Leadership		**UNITS COMPLETED:** - Quarter

WORK EXPERIENCE

DATES: From 11/2021 To Present	**EMPLOYER:** Bank of America	**POSITION TITLE:** Relationship Banker
ADDRESS: (Street, City, State, Zip/Postal Code) 150 N Hacienda Blvd, City of Industry , California, 91744		

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
6268557828	Maricela Rodriguez - Financial Center Manager	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
40		

DUTIES:
In my current role within the banking industry, I execute the organization's risk culture by following established compliance processes, internal controls, and regulatory guidelines to ensure operational excellence. I handle financial transactions with precision, manage cash responsibly, and maintain detailed records in accordance with banking policies. My work involves monitoring processes for accuracy, identifying potential risks, and ensuring adherence to both company and federal regulations responsibilities that align closely with the oversight and accountability functions of an audit committee. Additionally, I collaborate with various business units and apply strong analytical and problem-solving skills to evaluate financial activities and support informed decision-making.

REASON FOR LEAVING:
I'm interested in taking on more responsibility and believe this opportunity aligns with my long-term goals.

DATES:	EMPLOYER:	POSITION TITLE:
From 4/2017 To Present	Bank of America	FC Client Service Rep I
ADDRESS: (Street, City, State, Zip/Postal Code)		
City of Industry, California		
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
40		

DUTIES:
Successfully completed Senior teller duties within the first of service which includes opening and closing the branch, ATM servicing, cash balancing, wire transfer, safety box deposit box maintenance, many more task to improve the client experience and support the needs of the branch.

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2015 To 4/2017	Target	Cashier/Guest Services
ADDRESS: (Street, City, State, Zip/Postal Code)		
Azusa, California		
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
40		

DUTIES:
Cashier-handle money and process sales and also offer Target red Card
Guest Service-Assist Customers with returns and refunds, receive payments, assist customers with on-line orders, coordinate merchandise back to sales floors, and assist cashiers with irate customer.

DATES:	EMPLOYER:	POSITION TITLE:
From 6/2013 To 9/2013	Xpress Auto Service	Office Assistant
ADDRESS: (Street, City, State, Zip/Postal Code)		
Westminster, California		
MAY WE CONTACT THIS EMPLOYER?		
■ Yes□ No		
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
25		

DUTIES:
Handled money, filing, answering phone, and use
Fax machine.

REASON FOR LEAVING:
Summer Job

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:
Analytical - Beginner - 11 years and 0 months

LANGUAGE(S):
American Sign Language : Speak , Read , Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	**NAME:** Korrine Ramirez	**POSITION:**
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS: kr@monroviacc.com		**PHONE NUMBER:** 626-383-1225
REFERENCE TYPE: Professional	**NAME:** Maricela Rodriguez	**POSITION:** Financial Center Manager
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS:		**PHONE NUMBER:** 6268557828

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Bautista, Cisco - Person ID: 58601358
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/21/25, 3:49 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Bautista, Cisco	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email

DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No

What is your highest level of education?
Associate's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
■ Yes □ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular, Temporary, Seasonal

TYPES OF WORK YOU WILL ACCEPT:
Part Time

SHIFTS YOU WILL ACCEPT:
Day, Evening, Night, Weekends

EDUCATION

DATES:	**SCHOOL NAME:** Mount. San Antonio College	
LOCATION:(City, State) Walnut, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Associate's
DATES:	**SCHOOL NAME:** West Covina High School	
LOCATION:(City, State) West Covina, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 10/2023 To 1/2024	Bath and Body Works	Seasonal Part-Time Worker
ADDRESS: (Street, City, State, Zip/Postal Code) West Covina, California		
HOURS PER WEEK: 10	**# OF EMPLOYEES SUPERVISED:**	
DUTIES: Organized and restocked shelves, Worked on Cashier, Assisted customers with questions or with items they needed to find or carry, required tailoring answers to the individual customer, Greeted customers with a bright, positive attitude		
REASON FOR LEAVING: Season Ended		

DATES:	EMPLOYER:	POSITION TITLE:
From 5/2022 To 8/2022	DGL Air Conditioning and Heating Co.	Front Desk Receptionist
ADDRESS: (Street, City, State, Zip/Postal Code) Orange, California, 91790		
MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No		
HOURS PER WEEK: 32	**# OF EMPLOYEES SUPERVISED:**	
DUTIES: Created and arranged files for clients; Answered calls from clients and helped schedule appointments/times for the technicians to come and fix the issues with their air conditioners; Organized files; Called clients to notify them when technicians were on the way, required tailoring answers to the individual customer		
REASON FOR LEAVING: Schedule Conflict		

DATES:	EMPLOYER:	POSITION TITLE:
From 3/2022 To 5/2022	The Outlet Store by E.L.S.	Clothing Dept. Associate
ADDRESS: (Street, City, State, Zip/Postal Code) West Covina, California		
MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No		
HOURS PER WEEK: 37	**# OF EMPLOYEES SUPERVISED:**	
DUTIES: Organized store displays; Bagged items in a timely manner; Cleaned assigned areas quickly and efficiently; Assisted customers who had questions about purchases or displays, required tailoring answers to the individual customer		
REASON FOR LEAVING: Better Job Opportunity		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing: 76
Data Entry: 0

OTHER SKILLS:

LANGUAGE(S):
English : Speak , Read , Write
American Sign Language : Speak , Read , Write

ADDITIONAL INFORMATION

Volunteer Experience
Location: Queen of the Valley Hospital (West Covina, CA) June 2018-Aug 2018 (20 hrs per week)

Created and arranged files for the patients, Checked patients in for appointments when they arrived, Made phone calls to confirm whether or not patients would arrive for their appointment, Organized office supplies (Booklets, papers, strollers, etc.), Faxed necessary paperwork to pharmacies and doctors

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   GovernmentJobs.com
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Castellon, Rafael - Person ID: 57640242
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/14/25, 7:54 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Castellon, Rafael	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	
What is your highest level of education? Some College	

PREFERENCES

Nothing Entered For This Section

EDUCATION

Nothing Entered For This Section

WORK EXPERIENCE

DATES: From 12/1995 To 1/2024	**EMPLOYER:** Food 4 less	**POSITION TITLE:** Co-Manager/ customer service manager
ADDRESS: (Street, City, State, Zip/Postal Code) Downey , California		
HOURS PER WEEK: 56	**# OF EMPLOYEES SUPERVISED:** 75	
DUTIES: Day to day operations of a multi-million dollar facility. Training, HR, payroll		
REASON FOR LEAVING: Retired		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:

LANGUAGE(S):
Spanish : Speak , Read , Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   N/A

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Chidiac, Sandra S - Person ID: 5347051
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/29/25, 3:22 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Chidiac, Sandra S	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
	LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No
What is your highest level of education? Master's Degree	

PREFERENCES

MINIMUM COMPENSATION $105.00 per hour $200,000.00 per year	**ARE YOU WILLING TO RELOCATE?** ■Yes □No □Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time	
SHIFTS YOU WILL ACCEPT: Day	
OBJECTIVE: Obtain a fulfilling occupation where I can make a positive impact in our community.	

EDUCATION

DATES: From 8/2007 To 12/2009	**SCHOOL NAME:** California State University, Northridge	
LOCATION:(City, State) Northridge, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Master's
MAJOR: Master's in Public Administration		**UNITS COMPLETED:** 33 - Quarter
DATES: From 9/1990 To 3/2000	**SCHOOL NAME:** California State Polytechnic University, Pomona	
LOCATION:(City, State) Pomona, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's

MAJOR:	UNITS COMPLETED:
Business Administration/Management Human Resources	238 - Quarter

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 12/2016 To Present	Southern California Edison	Sr. Contract Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 2244 Walnut Grove Ave., Rosemead, California, 91770		**COMPANY URL:** www.sce.com
PHONE NUMBER: 626-302-9025	**SUPERVISOR:** Brian Gatus - Principal Manager	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 12	

DUTIES:
Lead a team of sourcing and contracts professionals; manage and oversee a range of categories; develop overall spend procurement strategy; develop quarterly, annual and multi-year strategy road-maps; refresh based on changing business needs and vendor landscape; setting and delivering overall category savings and vendor management targets; communicate and align on strategy and targets, proactively engages client leadership as a strategic partner; participate in strategic vendor negotiations, relationship management with vendor; participate in procurement related decision making meetings. Integrate work across relevant areas, develop strategies to enhance productivity and streamline processes, develop metrics to monitor area of responsibility, gaps and implement action plans to re-mediate.

REASON FOR LEAVING:
Career Advancement

DATES:	EMPLOYER:	POSITION TITLE:
From 9/2015 To 11/2016	Los Angeles Unified School District	Contract Administration Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 333 So. Beaudry Avenue, Los Angeles , California, 90017		**COMPANY URL:** lausd.net
PHONE NUMBER: 213-241-0525	**SUPERVISOR:** Judith Reece - Director Facilities Contracts	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 30	

DUTIES:
Manage contract administration and procurement activities associated with the prequalification, development and execution of construction contracts. Direct and supervise subordinate staff in the daily administration and review of contracts for compliance with District procedures, contract provisions, and applicable codes and regulations. Develop and implement goals, objectives, policies, procedures, work standards and internal controls. Prioritize and oversee the development of Request for Qualification (RFQ) and Invitation for Bid (IFB) documents. Oversee the advertising, pre-qualification, pre-award, recommendation to award, and post-award functions for IFB contracts. Advise on contract provisions, and recommend approval of contracts for submission to the Board of Education; interpret provisions of federal and State regulations and California Education Code sections pertinent to contracts and agreements; prepare reports and recommendations regarding technical and project specific contractual matters to the Board of Education and various committees; and act as a liaison between managers, contractors, vendors, and District personnel regarding prequalification, bid and contract administration processes. Train staff and conduct in-service training programs related to contract administration activities. Evaluate staff performance and conduct progressive disciplinary procedures when needed.

REASON FOR LEAVING:
Career Advancement

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2012 To 9/2015	Los Angeles Unified School District	Supervising Purchasing Services Coordinator/Associate Computer Application Specialist
ADDRESS: (Street, City, State, Zip/Postal Code) 333 So. Beaudry Avenue, Los Angles, California, 90017		**COMPANY URL:** http://www.lausd.net
PHONE NUMBER: (213) 241-0525	**SUPERVISOR:** Douglas Lee - SAP Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
Served as the lead for SAP-PCard solution, SAP-MM-Contracts and SAP-SRM-Contracts; analyzed, designed and tested new implementations to new SAP modules; work with implementation team to gather and interpret user/system requirements into design specifications. Design system specifications and interfaces for new SAP components. Provide primary support toward installation of new SAP application releases from development to QA into production. Planned and executed all required process steps as defined in ASAP SAP methodologies. Coordinated work with other Systems Specialists across the team. Accountable for results by maintaining project status to meet deadlines. Meet service commitments for assigned deliverables and proactively provided work status. Organized and prepared work effectively to facilitate proactive resolution of problems. Anticipate,

identify, track and resolve issues and risks affecting the new SAP application. Assist team members in completing their work and acquiring skills in their assigned functional area. Accountable for ongoing maintenance of effective client service relationship in one area of the business, by acting as first point of contact for client representatives. Work with consultant and team members and executives on and across the project team.

REASON FOR LEAVING:
Career Advancement

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 1/2011 To 12/2011	Los Angeles Unified School District	Assistant Contract Supervisor/Supervising Purchasing Services Coordinator
ADDRESS: (Street, City, State, Zip/Postal Code) 333 So. Beaudry Avenue, Los Angeles, California, 90017		**COMPANY URL:** www.lausd.net
PHONE NUMBER: 213-241-0525	**SUPERVISOR:** George Silva - Director of Purchasing	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
Responsible for the development of multiple project budgets; establish and maintain financial controls; provide monthly reports; reconcile accounts; verify encumbrances, invoices, and budget transfers. Responsible for contract administration, interpretation, and review of procedures including bid development, evaluation, awards, and contract maintenance. Supervise special projects including negotiation of contracts and new product development. Prioritize and oversee the development of Request for Proposals, Invitation for Bids, and Requests for Qualification. Oversee the advertising, pre-qualification, pre-award, recommendation to award, and post-award functions of Invitations for Bids (IFB) contracts. Review and analyze contracts, advise on provisions, and recommend approval of contracts for submission to the Board of Education. Manage budget and recordkeeping of project funds. Provide monthly status reports. Prepare reports for presentation to the Board of Education. Manage, direct, and supervise subordinate staff in the negotiation, daily administration, and review of contracts to ensure compliance with Public Contract Code and Board of Education's rules and regulations. Conduct in-service training on procurement activities related to contracts administration and purchasing. Evaluate staff performance and conduct progressive disciplinary action when needed.

REASON FOR LEAVING:
Work on District-wide SAP Project

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 7/2009 To 1/2010	San Diego County Office of Education	Purchasing Supervisor
ADDRESS: (Street, City, State, Zip/Postal Code) 6401 Linda Vista Road, San Diego, California, 92111		**COMPANY URL:** www.sdcoe.net
PHONE NUMBER: 858-292-3500	**SUPERVISOR:** Shauna Stark - Business Operations/Finance Lead	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
Manage, review, approve and process purchasing contracts, leases, and insurance documents for the County Office; assure compliance with laws, procedural guidelines and regulations; train, supervise and evaluate the performance of assigned staff and conduct progressive disciplinary action when needed. Supervise and assure the proper documentation, approval and recordkeeping procedures are followed. Determine and make recommendations for the most cost effective and timely method of procuring services under Invitation for Bids, Request for Proposals, and Request for Quotations. Develop, recommend and implement policies and procedures for the effectiveness and efficiency of the purchasing department.

REASON FOR LEAVING:
Father's illness had to move back to Los Angeles.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 4/2005 To 6/2009	Los Angeles Unified School District	Assistant Buyer/Buyer/PSC
ADDRESS: (Street, City, State, Zip/Postal Code) 8525 Rex Road, Pico Rivera, California, 90060		**COMPANY URL:** http://lausd.net
PHONE NUMBER: 562-654-9007	**SUPERVISOR:** Brian Gatus - Purchasing Services Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 9	

DUTIES:
Manage, direct, and supervise subordinate staff in the negotiation, daily administration, and review of contracts to ensure compliance with Public Contract Code and Board of Education's rules and regulations. Prioritize and oversee the development of Invitation for Bids and Requests for Qualification. Oversee the advertising, pre-qualification, pre-award, recommendation to award, and post-award functions of Invitations for Bids (IFB) contracts. Oversee the selection process, evaluations and recommendation for contract approval. Review and analyze contracts, advise on provisions, and recommend approval of contracts for submission to the Board of Education. Conduct in-service training on procurement activities related to contracts administration and purchasing. Evaluate staff performance and conduct progressive disciplinary action when needed.

REASON FOR LEAVING:
Promotional Opportunity

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 11/2000 To 3/2005	Los Angeles Unified School District	Administrative Staff Aide
ADDRESS: (Street, City, State, Zip/Postal Code) 333 So. Beaudry Avenue, Los Angeles, California, 90017		**COMPANY URL:** http://www.lausd.net
PHONE NUMBER: (213) 241-3087	**SUPERVISOR:** Ed Cabiting - Purchasing Services Coordinator	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Responsible for the acquisition of supplies, materials, services and equipment for District use. Conduct purchases in accordance with the State Education Code, Public Contract Code, and Board of Education Administrative Guide regulations. Identify responsive and responsible bidders based on compliance with bid requirements, conditions, specifications, pricing, quality, delivery, and past performance history. Obtain bids by telephone, fax or e-mail as applicable. Research the commodities markets, prices, sources of supply, and update specifications as necessary. Interact with District personnel, sponsors, and representatives of other organizations. Involved in project management; obtaining, compiling, and analyzing data.

REASON FOR LEAVING:
Promotional Opportunities

CERTIFICATES AND LICENSES

TYPE:
Certified Professional in Supply Management

LICENSE NUMBER:	**ISSUING AGENCY:**
21944	Institute of Supply Management

TYPE:
Certified Professional in Supplier Diversity

LICENSE NUMBER:	**ISSUING AGENCY:**
	Institute of Supply Management

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:

LANGUAGE(S):
Spanish : Speak , Read , Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Judith Reece	Chief Procurement Officer
ADDRESS: (Street, City, State, Zip/Postal Code) 333 So. Beaudry Avenue, California, Los Angeles, 90017		
EMAIL ADDRESS: judith.reece@lausd.net		**PHONE NUMBER:** 213-241-8711

REFERENCE TYPE:	NAME:	POSITION:
Professional	Marc Monforte	Director of Materiel Management
ADDRESS: (Street, City, State, Zip/Postal Code) 5454 Rex Road, California, Pico Rivera, 90060		
EMAIL ADDRESS: marc.monforte@lausd.net		**PHONE NUMBER:** 562-654-9361
REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Brian Gatus	Principal Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 2244 Walnut Grove, California, Rosemead, 91770		
EMAIL ADDRESS: brian.gatus@sce.com		**PHONE NUMBER:** 6263028617

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   GovernmentJobs.com
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Cruells, Francisco J - Person ID: 54461057
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/14/25, 5:00 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Cruells, Francisco J	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
	LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No
What is your highest level of education? Bachelor's Degree	

PREFERENCES

ARE YOU WILLING TO RELOCATE?
■ Yes □ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Full Time, Part Time

SHIFTS YOU WILL ACCEPT:
Day, Evening, Night, Rotating, Weekends, On Call (as needed)

EDUCATION

DATES: From 9/2021 To 6/2025	**SCHOOL NAME:** UCI	
LOCATION:(City, State) Irvine, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Political Science & Economics		**UNITS COMPLETED:** 252 - Quarter
DATES: From 8/2017 To 5/2021	**SCHOOL NAME:** I-Poly	
LOCATION:(City, State) Pomona , California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 7/2025 To 8/2025	TurnUP	intern
ADDRESS: (Street, City, State, Zip/Postal Code) online, District of Columbia		**COMPANY URL:** https://www.turnup.us/
SUPERVISOR: Amos - Jaimes		
HOURS PER WEEK: 10	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Research political issues to create briefing memos and present findings at weekly meetings to section groups for evaluation

Completed 60 hours of freelance activist volunteer work for different campaigns and interest groups, including calling and messaging

REASON FOR LEAVING:
The internship ended

DATES:	EMPLOYER:	POSITION TITLE:
From 6/2025 To 8/2025	The Hope Foundation Reentry Network, Washington DC	Intern
ADDRESS: (Street, City, State, Zip/Postal Code) 1231 Marion Barry Ave SE, Washington, District of Columbia, 20020		
PHONE NUMBER: (202) 423-5430	**SUPERVISOR:** Larry - Moon	
HOURS PER WEEK: 15	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Cultivated partnerships with local organizations and secured sponsorships, increasing community engagement and program visibility

Coordinated logistics for multiple foundation programs, streamlining operations to expand outreach and impact

REASON FOR LEAVING:
The internship ended

DATES:	EMPLOYER:	POSITION TITLE:
From 2/2024 To 6/2025	UCI Law	Student Technical Assitant
ADDRESS: (Street, City, State, Zip/Postal Code) 401 E Peltason Dr, Irvine, California, 92617		
PHONE NUMBER: 9498241434	**SUPERVISOR:** Joe - Macavinta	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 15	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Utilized proficiency with Windows 10, Windows 11, Microsoft 365, Adobe, and several other applications to diagnose technical difficulties in both hardware and software to assist patrons both virtually and in person with all types of issues, holding about 20 appointments per week

Maintained inventory of all technical supplies, as well as kept all classroom, faculty, and office devices fully operational/stocked in 12 classrooms and 176 offices across three buildings

Reformatted 48 old computers that were to be discarded to run a newer operating system, halting waste

REASON FOR LEAVING:
I graduated and could no longer hold the position

DATES:	EMPLOYER:	POSITION TITLE:
From 9/2022 To 6/2025	UCI	Gateway Study Center Attendant
ADDRESS: (Street, City, State, Zip/Postal Code) 101 Gateway, Irvine, California, 92627		**COMPANY URL:** https://www.lib.uci.edu/gateway-study-center

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
(949) 824-4968	Sean - Plotin	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
10	2	

DUTIES:
Addressed the inquiries of patrons as well as assisted in managing access to available resources and facilities

Supervised and directed two other staff during evening shifts to maintain order and streamlined procedures through delegation to ensure secure closure of the building

Recognized for excellent communication and skills in ensuring student satisfaction

REASON FOR LEAVING:
I graduated and could no longer hold the position

DATES:	EMPLOYER:	POSITION TITLE:
From 4/2022 To 6/2023	UCI	Library Monitor
ADDRESS: (Street, City, State, Zip/Postal Code)		**COMPANY URL:**
Gateway Ct, Irvine , California, 92697		https://www.lib.uci.edu/langson
PHONE NUMBER:	**SUPERVISOR:**	**MAY WE CONTACT THIS EMPLOYER?**
(949) 824-6842	Elizabeth - Hernandez	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
10	0	

DUTIES:
Patrol the library grounds and make sure everything is in order with policy, pushing in chairs, putting away books, and just keeping the library in presentable conditions

Interacting with library guests and making sure they are helped by either myself or with the appropriate people

Help in any other library duties, such as clerical work if need be

REASON FOR LEAVING:
Position was terminated

DATES:	EMPLOYER:	POSITION TITLE:
From 11/2017 To 3/2020	La Verne Public Library	Lead Volunteer
ADDRESS: (Street, City, State, Zip/Postal Code)		**COMPANY URL:**
3640 D St, La Verne, CA 91750, La Verne, California, 91750		https://lacountylibrary.org/la-verne-library/
PHONE NUMBER:	**SUPERVISOR:**	
(909) 596-1934	Tom Cornicelli - Supervisor	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
2	0	

DUTIES:
Assists with the duties of the library, including making decorations, cleaning books, and clerical work

Entertains and manages visiting children by reading to children, and manages the children's arts and crafts programs

REASON FOR LEAVING:
Covid Pandemic

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:
Microsoft Office Suite - Intermediate - 2 years and 0 months

LANGUAGE(S):
Spanish : Speak , Read , Write
Mandarin : Read , Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	**NAME:** Sean Plotin	**POSITION:** Supervisor
ADDRESS: (Street, City, State, Zip/Postal Code) Ayala Science Library, Receiving Dock Bldg. 520, California, Irvine , 92697		
EMAIL ADDRESS:		**PHONE NUMBER:** ?(818) 282-6339?
REFERENCE TYPE: Professional	**NAME:** Elizabeth Hernandez	**POSITION:** Supervisor
ADDRESS: (Street, City, State, Zip/Postal Code) Gateway Ct , California, Irvine , 92697		
EMAIL ADDRESS: elizabrh@uci.edu		**PHONE NUMBER:** 3103887193
REFERENCE TYPE: Professional	**NAME:** Joe Macavinta	**POSITION:** User Support Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 401 E Peltason Dr, California, Irvine, 92617		
EMAIL ADDRESS: jmacavinta@law.uci.edu		**PHONE NUMBER:** 9498241434

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   GovernmentJobs.com
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Fore, Douglas James - Person ID: 55389482
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/15/25, 7:51 AM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Fore, Douglas James	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	

What is your highest level of education?
Technical College

PREFERENCES

ARE YOU WILLING TO RELOCATE?
■ Yes □ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Per Diem

SHIFTS YOU WILL ACCEPT:
Day, Evening, Night, Rotating, Weekends, On Call (as needed)

OBJECTIVE:
Make our City a better City!!!

EDUCATION

DATES:	**SCHOOL NAME:** UCLA	
LOCATION:(City, State) Los Angeles, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Professional
MAJOR: Educational Certifications		**UNITS COMPLETED:** - Quarter
DATES:	**SCHOOL NAME:** Le Cordon Bleu	
LOCATION:(City, State) Pasadena, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Professional

MAJOR:	UNITS COMPLETED:
Culinary Arts	- Quarter

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 6/2006 To Present	Hacienda La Puente Unified School	Culinary Instructor/ Special Education Teacher
ADDRESS: (Street, City, State, Zip/Postal Code) La Puente, California, 91746		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Hacienda La Puente Unified School District (626) 934-2946

for Adult Education

Responsibilities: Managing the Food Service Operations for the Adult School,
which includes 3 adult school food service locations, elementary schools, and district & non district catering events. Weekly duties include: food purchasing, inventory control, managing employees, budgeting, customer service, public relations, SEP Reports, ADA Reports, and teaching handicapped adults food service skills.

DATES:	EMPLOYER:	POSITION TITLE:
From 12/1997 To 5/2006	Azusa Pacific University	Assistant Director of Food and Hospitality Services
ADDRESS: (Street, City, State, Zip/Postal Code) Azusa, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Responsibilities: Directly Managing 60 Employees, Indirectly Managing 330

Employees, Responsible for 4 Dining Facilities (Feeding over 4500 meals daily), 3 Concession Areas, Banquets (Sales and Service), Cornerstone Coffee House, Hillside Grounds Coffee House, Food Purchasing, Inventory Control, Budgeting, Customer Service, and Payroll.

DATES:	EMPLOYER:	POSITION TITLE:
From 9/1997 To 12/1997	Outback Steakhouse	Sous Chef
ADDRESS: (Street, City, State, Zip/Postal Code) Arcadia, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Chef

DATES:	EMPLOYER:	POSITION TITLE:
From 8/1995 To 4/1997	Balloons Fore You	Owner
ADDRESS: (Street, City, State, Zip/Postal Code) Fallbrook, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Balloons Fore You (760) 728-7491

Position: Owner
Responsibilities: Owner of Business- Bookkeeping, Marketing, Managing,
---
Purchasing, Public Relations, Inventory Control, and Monitoring Employees.
Sold Business to Randy Fleming (760) 723-4794

DATES:	EMPLOYER:	POSITION TITLE:
From 5/1992 To 6/1995	Confetti Etc.	Sales Clerk

ADDRESS: (Street, City, State, Zip/Postal Code) Fallbrook, California	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**

DUTIES:
Confetti Etc. (760) 723-1132

Position: Sales Clerk
Responsibilities: Cashier, Inventory Control, and Public Relations

CERTIFICATES AND LICENSES

TYPE:
Teaching Creditial

LICENSE NUMBER:	**ISSUING AGENCY:**

SKILLS

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Fu, Jiaqi - Person ID: 63617053
2025-019 AUDIT COMMITTEE MEMBER

Received: 7/19/25, 2:55 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Fu, Jiaqi	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
NOTIFICATION PREFERENCE: Email	
DRIVER'S LICENSE: ■ Yes □ No	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No
What is your highest level of education? Bachelor's Degree	

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES:	**SCHOOL NAME:** University of California, Irvine	
LOCATION:(City, State) Irvine, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business Administration		**UNITS COMPLETED:** - Quarter

WORK EXPERIENCE

DATES: From 9/2022 To Present	**EMPLOYER:** PricewaterhouseCoopers	**POSITION TITLE:** Senior Audit associate
ADDRESS: (Street, City, State, Zip/Postal Code) Irvine, Connecticut		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Performed audits for aerospace and defense clients including an SEC registered public company with $700M+ revenue and a private company for all phases including quarterly review of 10-Q, and year-end testing for 10-K and financial statements to ensure fair presentation in accordance with U.S. GAAP

Led Sarbanes-Oxley (SOX) 404 internal control testings across 5 different ERP systems including walkthroughs and review of accounting documents for 100+ internal controls and system reports of various business processes such as inventory, product costing, purchasing and payables, treasury, payroll, etc.

CERTIFICATES AND LICENSES

TYPE:
CPA

LICENSE NUMBER:	**ISSUING AGENCY:**

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:

LANGUAGE(S):
Chinese : Speak , Read , Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   LinkedIn
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Grivich, James A - Person ID: 35881407
2025-019 AUDIT COMMITTEE MEMBER

Received: 7/14/25, 11:25 AM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Grivich, James A	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	

What is your highest level of education?
Master's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□ Yes ■ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Temporary

TYPES OF WORK YOU WILL ACCEPT:
Part Time

SHIFTS YOU WILL ACCEPT:
Day, Evening

OBJECTIVE:
To assist the city in the annual financial audit.

EDUCATION

DATES: From 9/1968 To 6/1971	**SCHOOL NAME:** University of Southern California	
LOCATION:(City, State) Los Angeles, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Master's
MAJOR: Public Administration		**UNITS COMPLETED:** - Quarter
DATES: From 9/1964 To 6/1968	**SCHOOL NAME:** Santa Clara University	
LOCATION:(City, State) Santa Clara, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's

MAJOR:	UNITS COMPLETED:
Political Science	- Quarter

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 5/2016 To 5/2018	City of West Covina	Audit Committee Member
ADDRESS: (Street, City, State, Zip/Postal Code) 1444 West Garvey Ave South, West Covina, California, 91790		**COMPANY URL:** westcovina.org
PHONE NUMBER: (626) 939-8400	**SUPERVISOR:** None - undefined	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 1	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Assist the City of West Covina in responding to the annual financial audit.

REASON FOR LEAVING:
Not Leaving

DATES:	EMPLOYER:	POSITION TITLE:
From 7/2014 To 6/2015	San Francisco Community College District	Consultant
ADDRESS: (Street, City, State, Zip/Postal Code) 50 Phelan Ave, San Francisco, California, 94112		**COMPANY URL:** ccsf.edu
PHONE NUMBER: (415) 239-3000	**SUPERVISOR:** Art Tyler - Chancellor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 16	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Correct organizational and financial deficiencies identified in the report from Accreditation Commission that denied accreditation for the college. Primary activity was to write and see to the implementation of new policies and procedures in consultation with administration, staff and students.

REASON FOR LEAVING:
Contract Ended

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2010 To 12/2013	Peralta Community College District	Consultant
ADDRESS: (Street, City, State, Zip/Postal Code) 333 East 8th Street, Oakland, California, 94606		**COMPANY URL:** peralta.edu
PHONE NUMBER: (510) 466-7200	**SUPERVISOR:** Wise Allen - Chancellor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 20	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Correct organizational and financial deficiencies identified in the report from Accreditation Commission that resulted in the colleges accreditation status being changed to "warning". Also responded to the county grand jury report concerning inappropriate financial activities within the district. Finally, responded to the Financial Audit list of 53 material weaknesses. Primary activity was to write and see to the implementation of new policies and procedures in consultation with the Board of Trustees, Administration, staff and students.

REASON FOR LEAVING:
Contract Ended

DATES:	EMPLOYER:	POSITION TITLE:
From 12/2008 To 1/2011	Compton Community College District	Chief Business Officer, Consultant
ADDRESS: (Street, City, State, Zip/Postal Code) 1111. E. Artesia Boulevard Compton, CA 90221 , Compton, California, 90021		**COMPANY URL:** compton.edu
PHONE NUMBER: (310) 900-1600	**SUPERVISOR:** Peter Landsberger - Special Trustee	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 20	**# OF EMPLOYEES SUPERVISED:** 45	

DUTIES:
Developed and Implemented new district, policies, regulations, procedures, and practices to provide basic business and administrative functionality. Eliminated a structural

$2,000,000 deficit of several years standing which had eliminated district reserves and required a state loan to avoid bankruptcy. Eliminated all material weaknesses in the audit.

REASON FOR LEAVING:
Accepted Position at Peralta Community College District

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 7/2000 To 6/2008	Los Angeles Community College District	Associate Vice Chancellor / Consultant
ADDRESS: (Street, City, State, Zip/Postal Code) 770 Wilshire Boulevard Los Angeles, CA 90017 , Los Angeles , California, 90017		**COMPANY URL:** laccd.edu
PHONE NUMBER: (213) 891-2000	**SUPERVISOR:** Peter Landsberger - Chancellor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 6	

DUTIES:
Project Manager for the Implementation of SAP HR/Payroll and a schedule of classes system.
Chief Negotiator for all employee unions for employee benefits. Process included the complete development of policies and procedures to improve timeliness, accuracy and efficacy of employment and scheduling processes.

REASON FOR LEAVING:
Retirement

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Ollie Cantos	Member of the Audit Committee
ADDRESS: (Street, City, State, Zip/Postal Code) 1444 West Garvey Avenue South , California, West Covina, 91790		
EMAIL ADDRESS: ollie.cantos@WestCovina.org		**PHONE NUMBER:** (626) 939-8400
REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Letty Lopez-Viado	Councilwoman
ADDRESS: (Street, City, State, Zip/Postal Code) 1444 West Garvey Avenue South West Covina, CA 91790, California, West Covina, 91790		
EMAIL ADDRESS: LLopez-Viado@westcovina.org		**PHONE NUMBER:** (626) 939-8400

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO

3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**

NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**

Yes

2. **Are you a registered voter in the City of West Covina?**

Yes

3. **Are you a resident of the City of West Covina?**

Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

IGNACIO, EVELYN - Person ID: 64436005
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/19/25, 12:25 AM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) IGNACIO, EVELYN	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	

What is your highest level of education?
Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□ Yes ■ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Temporary, Seasonal

TYPES OF WORK YOU WILL ACCEPT:
Part Time, Per Diem

SHIFTS YOU WILL ACCEPT:
Day

OBJECTIVE:
Accounting, taxes, bookkeeping, planning job.

EDUCATION

DATES:	**SCHOOL NAME:** University of the East	
LOCATION:(City, State) Manila, International	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Accounting		**UNITS COMPLETED:** - Quarter

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 9/2022 To 1/2025	HERBALIFE NUTRITION FOUNDATION	SR Accountant
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
SUPERVISOR: Ravi Singh - Controller	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:

Records Monthly Fundraising Revenues from 25 Countries (Mexico, USA, Paraguay, Turkey, etc). Calculates Monthly Total Credit Card transactions & Fees. Reconciles Bank Short Term Investments & Endowment, Prepaid Amortization & Occupancy Expense. Journal Entries for the Month.

REASON FOR LEAVING:
I had Brain Aneurysm & I had to rest / recover.

DATES:	EMPLOYER:	POSITION TITLE:
From 2/2018 To 6/2022	City of Los Angeles - Department of General Services	SR Accountant II
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
SUPERVISOR: Imelda Vivar De Guzman - Principal Accountant	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 12	

DUTIES:
Supervises & evaluates 2 Accountants & 10 Supply Service Payment Clerks. Distributes, monitors & oversees work load in such a way to effect productive & harmonious working relations maintaining an Equal Employment Opportunity working environment. Undertakes the more difficult Vendor Payment Analysis/Reconciliation. Prepares/Runs Aging Reports, Vendor Transaction History & coordinates with Vendors. Trains & assists staff in Research for Vendor Account Analysis utilizing FMS 2.0 Procurement, etc & other Info Advantage Reconciliation reports. Participates in Management' s project on Invoice & Receiver Matching processes, FMS Procurement related enhancements, End User Outreaches. Set up meetings with staff, Vendors. Follow up, Feedback on implementation of Management's project/s

REASON FOR LEAVING:
Non-vaccination

DATES:	EMPLOYER:	POSITION TITLE:
From 7/2015 To 2/2018	City of Los Angeles - Department of Aging	SR Accountant II
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
SUPERVISOR: Clara Kim - Principal Accountant	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 5	

DUTIES:
Supervises 1 Accounting Clerk and 4 Accountants. Reviews and approves Grant Reimbursements from State & Federal, Payment Vouchers, Encumbrances and all other FMS documents. Prepares Monthly Expenditure Reports and Requests for Funding from the State, some Budget documents, etc. Assists in Agency Grant Closeouts and Fiscal Year Close. Constantly reviews current Fiscal procedures and revise or establish new ones as the need arises. Conducts interviews and applies Equal Employment Opportunity to prospective Fiscal staff. Conducts trainings, meetings to disseminate uniform Accounting procedures necessary for standardized applications. Applies GAAP and other Accounting & Auditing Standards. Maintains an atmosphere of team spirit among staff to produce best effort for productivity and reliability in line with the Department's goals and objectives. RPT/SRPT, BGB9CON, BGAA, GAE, GAEAE, GAETL,ITI/ITA, APPR-OBJ, GAX, DEX, Chart of Accounts, OPO, BPO, Petty Cash, JVs, CEC, Sales/ U/T, etc.

REASON FOR LEAVING:
Lateral; assigned to a different Department.

DATES:	EMPLOYER:	POSITION TITLE:
From 11/2013 To 7/2015	City of Los Angeles - Department of Aging	Auditor I
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
SUPERVISOR: Elman Hon - SR Auditor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	

HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	0

DUTIES:
Conducts Fiscal Monitoring Review (FMR) -site visits on Sub-recipients of Federal, State and City Grants thru the LADOA. Prepares FMR Report on Non-profit agencies with corresponding recommendations on a case to case basis. Review Agencies' Contracts. Budgets with the City of LA Dept of Aging, Single Audit Reports (SAR), prepares reports on the review thereof. Coordinate with Agencies' Controllers or Finance officers with regards to the FMR, SAR. Progressive research on compliance of Sub-recipients of Grants based on Federal Audit circulars and regulations i.e. OMB (Office of Management and Budget) A-110 – Uniform Administrative Requirements for Grants and Agreements With Institutions... and Other Non-Profit Organizations; A-122 - Cost Principles for Non-Profit Organizations; A-133 - Audits of PAGE 2States, Local Governments and Non-Profit Organizations plus Compliance Supplement and more. Prepare Post Audit Determination Reports that coordinates Budget, Audit and Closeout Expenditures of various Agencies.

REASON FOR LEAVING:
Promotion

DATES:	EMPLOYER:	POSITION TITLE:
From 3/2011 To 11/2013	City of Los Angeles - Department of Aging	Accountant II

ADDRESS: (Street, City, State, Zip/Postal Code)	
Los Angeles, California	
SUPERVISOR:	**MAY WE CONTACT THIS EMPLOYER?**
Ellen Banez Linaac - SR Accountant	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	0

DUTIES:
Prepare report for CDA or CA Dept of Aging's Ombudsman grant reimbursement, collaboration in prep of Closeout working papers, GAAP, SPR107, CARS for submission to the State of CA Dept of Aging, Audit Drawdowns verification as basis for billing or paying agencies during close-outs, Coordinate some fiscal reports thru Info Advantage, Prepares Monthly Cost Allocation Reports with FY end Accruals, Process GAX for Grants in conjunction with some Federal/State Programs, i.e. Proposition A, etc. Reconcile Vendor Invoices (Contracts and Grants), Encumbrances, some Budget working papers, GAEs, TLs, ITI/ITAs, JVs, CRCs, Refunds, BGB9CON, BGAA, Sales/Use Tax. Back fill as needed:SMS PO/Dispatch, P-Cards, Payroll duties:Analyze and evaluate EE D-time entries vs approved time slips, create reports and schedules from PAYSR info, etc.

REASON FOR LEAVING:
For promotion

DATES:	EMPLOYER:	POSITION TITLE:
From 9/2010 To 3/2011	City of Los Angeles - Public Works	Accountant II

ADDRESS: (Street, City, State, Zip/Postal Code)	
Los Angeles, California	
SUPERVISOR:	**MAY WE CONTACT THIS EMPLOYER?**
Myrna Marquez - SR Accountant	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	0

DUTIES:
Process Authority Table changes, Personal & construction Contracts. Encumbrances /Disencumbrances. Compliance certifications with the Controller's Office. Payment Vouchers, Refund Claims, TAFs, Construction orders & revisions vs budget limits, Retention Balance/Release & more.

REASON FOR LEAVING:
Lateral transfer

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2008 To 9/2010	City of Los Angeles - Fire Department	Accountant II

ADDRESS: (Street, City, State, Zip/Postal Code)	
Los Angeles, California	
SUPERVISOR:	**MAY WE CONTACT THIS EMPLOYER?**
Cynthia Kho - SR Accountant	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	0

DUTIES:
Analysis & posting of Purchasing cards, Travel documents, Personal Expense Summary Reports, AFEs. Encumbering and processing for payments approved related expense items. Research & Reconciliation of Accounts. Disbursement & replenishment of Petty Cash Account. PV processing, some Contracts and more

REASON FOR LEAVING:
Lateral Transfer

DATES:	EMPLOYER:	POSITION TITLE:
From 12/2007 To 8/2008	City of Los Angeles - Fire Department	Accounting Clerk I

ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California	
SUPERVISOR: Cynthia Kho - SR Accountant	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0

DUTIES:
Monitoring and billing of customers from the Daily Aging Report. Analysis & Research of discrepancies between EIDC & Bill Direct report vs. LAFD inspectors' PA & code 11 payroll. Analysis, verification & submission of Old age past due invoices to Office of Finance or OSI for collection.

REASON FOR LEAVING:
Promotion

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:
10 key - Expert - 39 years and 11 months

LANGUAGE(S):
Tagalog/Filipino : Speak , Read , Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	**NAME:** Ellen Banez Linaac	**POSITION:** SR Management Analyst
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS: ellen.linaac@gmail.com		**PHONE NUMBER:** 8188589888
REFERENCE TYPE: Professional	**NAME:** Art de Llanos	**POSITION:** SR Management Analyst
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS: art.de.llanos@lacity.org		**PHONE NUMBER:** 8186458914

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   Bulletin
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**

n/a

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

LEE, BRENDAN T - Person ID: 24164218
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/29/25, 9:16 AM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER		**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) LEE, BRENDAN T		**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]		**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**ALTERNATE PHONE:** [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No

What is your highest level of education?
Bachelor's Degree

PREFERENCES

MINIMUM COMPENSATION $85,000.00 per year	**ARE YOU WILLING TO RELOCATE?** □Yes □No ■Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular, Seasonal	
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time	
SHIFTS YOU WILL ACCEPT: Day, Evening	
OBJECTIVE: Seeking a challenging position that will providing a company, the advantage of my working experience, skills, and education.	

EDUCATION

DATES:	**SCHOOL NAME:** El Camino College	
LOCATION:(City, State) Torrance, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Associate's
MAJOR: Architectural Design / Communication		**UNITS COMPLETED:** 60 - Semester
DATES:	**SCHOOL NAME:** The National College of Appraisal and Property Management	
LOCATION:(City, State) Atlanta, Georgia	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Vocational

MAJOR: Vocatinal		**UNITS COMPLETED:** - Quarter
DATES:	**SCHOOL NAME:** Century University New Mexico	
LOCATION:(City, State) Albuquerque, New Mexico	**DID YOU GRADUATE?** ■ Yes□ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business Administration		**UNITS COMPLETED:** - Quarter
DATES:	**SCHOOL NAME:** California State University	
LOCATION:(City, State) Los Angeles, California	**DID YOU GRADUATE?** ■ Yes□ No	**DEGREE RECEIVED:** Certification
MAJOR: Marketing		**UNITS COMPLETED:** - Quarter
DATES:	**SCHOOL NAME:** University of California at Los Angeles	
LOCATION:(City, State) Los Angeles, California	**DID YOU GRADUATE?** ■ Yes□ No	**DEGREE RECEIVED:** Certification
MAJOR: Real Estate Finance		**UNITS COMPLETED:** - Quarter

WORK EXPERIENCE

DATES: From 6/2007 To 4/2018	**EMPLOYER:** Land Bank of Taiwan	**POSITION TITLE:** Loan Officer
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
PHONE NUMBER: 213-532-3789	**SUPERVISOR:** Henry Luu - VP	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
811 Wilshire Blvd., 19th FL. Los Angeles, CA 90017

Under the branch manager, responsible for developing and maintaining account relationships with major Corporate customers, providing loans, stand-by letters of credit and other financial services banking and depository products
Under supervision of the branch manager, call on potential or existing clients to develop new business, increase/retain existing business, negotiate loan terms and conditions
Analyze customers financial condition and business performance to establish/ renew a line of credit or loan facility, visit applicants to develop information concerning the customers' business, needs and earnings to determine whether a loan may be an acceptable risk
Attend to customers seeking loans or lines of credit on terms that involve significant amount of unsecured or secured credit

Risk Rating Review and Communications:

Review and analyze credit (borrower or individual) risk ratings for accuracy and compliance with policies, guidelines, and regulations.
Evaluate data and identify trends through an on-going and risk-based monitoring of the risk rating.
Monitor risk ratings to identify deterioration or migration.
Document results of monitoring and provide periodic risk assessments of assigned risk rating.
Communicate with the branch supervisor and Head quarter regarding on trends within the portfolios.
Prepare periodic reports that outline key trends within the portfolio.
Maintain effective working relationships with credit administration and lending unit management.
Assists in conducting management, performance, financial, compliance and information technology component audits.
Conducts financial studies and investigations by gathering data from a variety of sources and documents and providing technical assistance to departments by gathering, analyzing, and interpreting a variety of information provided by the client.
Assists in conducting reviews of contract compliance with regulatory requirements. And reviewing and evaluating accounting systems by auditing various components of IT systems.
Working with senior management on requests for proposals (RFP) and requests for quotations (RFQ) and providing detailed reports on vendor response

Employment History

REASON FOR LEAVING:
N/A.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 3/2006 To 5/2007	Taipei Fubon Bank -Los Angeles Branch	Loan Officer
ADDRESS: (Street, City, State, Zip/Postal Code) LOS ANGELES, California		
PHONE NUMBER: 213-532-3789	**SUPERVISOR:** Hubert Lai - VP	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
700 South Flower Street, Suite 3300 Los Angeles, CA 90017

Credit analysis on new commercial real estate/ Trade finance (ABL, Factoring) and syndication loan.
Locate and originate deals from the secondary market through institutional relationships or other contacts.
Coordinating with auditor about the existing loans.
Quarterly and yearly credit analysis for the existing client portfolio.
Provide summary write up memo for each loan underwriting and obtain approval from Head Office credit authority.
Due Diligence process with respective qualified prospects
Coordinating with Head Office with respect of new loan.
Exercise sound judgment in the administration and maintenance of loan portfolios
Perform annual review of existing portfolio coordinating with the internal auditor.

REASON FOR LEAVING:
N/A.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 7/2005 To 3/2006	Citic Ka Wah Bank Limited	Relationship Manager
ADDRESS: (Street, City, State, Zip/Postal Code) Alhambra, California, 91801		
PHONE NUMBER: 626-282-9820	**SUPERVISOR:** Ben Chang - VP	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
323 West Valley Blvd. Alhambra CA 91803

Develop new business opportunities and manage relationships to the highest potential by cross-selling relevant bank products/services
Participate in networking activities within the community
Analyze commercial & industrial property to determine adequate loan size
Review borrower financial statements and revenue & income to determine borrower financial capacity.
Provide summary write up for each new loan and obtain approval from appropriate credit authority.

REASON FOR LEAVING:
N/A.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 10/2000 To 6/2005	Taiwan Business Bank	Senior Loan Officer
ADDRESS: (Street, City, State, Zip/Postal Code) LOS ANGELES, California, 90012		
PHONE NUMBER: 213-8921260.	**SUPERVISOR:** Henry Yen - VP	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
633 West 5th Street, Suite 2280 Los Angeles CA 90071

Quarterly and yearly credit analysis for the existing client portfolio.
Lead due-diligence process with respect to qualified prospects.
Visit and review of business and property, like appraisal and field audit.
Performs all activities in a manner that will promote and preserve customer goodwill.
Maintain strong business relationships with all levels of an institution to locate and originate deals from the syndication and secondary market.
Inputs consumer loan applications, completes decision process, sets up funding instructions, and submits files for funding
Maintenance loan file for the existing client portfolio.

REASON FOR LEAVING:
N/A.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 3/1999 To 10/2000	Asian Pacific National Bank	Loan officer
ADDRESS: (Street, City, State, Zip/Postal Code) San Gabriel, California		
PHONE NUMBER: 626) 457-4888	**SUPERVISOR:** Jim quinne - VP	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 1	

DUTIES:
Perform credit, ratio and cash flow analysis of the financial condition of prospects and loan memo write-up.
Lead due-diligence process with respect to qualified prospects.
Interact and truck key prospect status when needed to effectively underwrite transactions.
Visit and review of collateral property like appraisal and field audit if necessary.
Contact SBA loan packagers in service areas of both offices.
Coordinating SBA Guaranteed loans from clients to SBA Administrator.
Responsible for identified bank business customer base and expands loan portfolio.
Assist business development at each office.
Provides advice and assistance to applicant relating to their financial need and explains reasons when loans are denied.

REASON FOR LEAVING:
N/A.

CERTIFICATES AND LICENSES

TYPE:
Transcript

LICENSE NUMBER:	**ISSUING AGENCY:**
	UCLA

TYPE:
Communication

LICENSE NUMBER:	**ISSUING AGENCY:**
	El Camino College

TYPE:
Certificate Program in Marketing (Graduate Level)

LICENSE NUMBER:	**ISSUING AGENCY:**
	California State University Los Angeles

TYPE:
Certificate in Marketing

LICENSE NUMBER:	**ISSUING AGENCY:**

SKILLS

OFFICE SKILLS:
Typing: 50

Data Entry: 0

OTHER SKILLS:

LANGUAGE(S):
Chinese : Speak , Read , Write

ADDITIONAL INFORMATION

Professional Associations
Risk Management Association
Professional Associations
National Association of Government Guaranteed Lenders (NAGGL)

REFERENCES

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Pinkie Chen	VP
ADDRESS: (Street, City, State, Zip/Postal Code) 300 South Grand street 7th FL, California, Los Angeles , 90071		
EMAIL ADDRESS: Pinkie.Chen@Bankofthewest.com		**PHONE NUMBER:** 6269720534

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   NO
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Lewis, Tim J. - Person ID: 43172057
2025-019 AUDIT COMMITTEE MEMBER

Received: 7/2/25, 4:07 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Lewis, Tim J.	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	
What is your highest level of education? Master's Degree	

PREFERENCES

ARE YOU WILLING TO RELOCATE? ■Yes □No □Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Full Time
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)

EDUCATION

DATES: From 8/2025 To 6/2028	**SCHOOL NAME:** Claremont Graduate University	
LOCATION:(City, State) Claremont, California	**DID YOU GRADUATE?** □ Yes ■ No	**DEGREE RECEIVED:** Doctorate
MAJOR: Education		**UNITS COMPLETED:** - Semester
DATES: From 9/2017 To 6/2019	**SCHOOL NAME:** University of La Verne	
LOCATION:(City, State) La Verne, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Master's
MAJOR: Social Justice in Higher Education Administration		**UNITS COMPLETED:** - Quarter

DATES: From 8/2013 To 5/2017	SCHOOL NAME: Occidental College	
LOCATION:(City, State) Los Angeles, California	DID YOU GRADUATE? ■ Yes □ No	DEGREE RECEIVED: Bachelor's
MAJOR: Critical Theory and Social Justice		UNITS COMPLETED: - Quarter

WORK EXPERIENCE

DATES: From 8/2024 To Present	EMPLOYER: Pitzer College	POSITION TITLE: Program Coordinator
ADDRESS: (Street, City, State, Zip/Postal Code) Claremont, California		
PHONE NUMBER: (909) 621-8000	SUPERVISOR: Tricia Morgan - Managing Director	MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED:	

DUTIES:
Co-facilitate community skill work presentations to Consortium, City of Pomona,& local non-profits

Author 2 Campus Compact conference proposals for office-wide attendance at national and regional meetings

Supervise and advise 6 student workers on educational access projects, Black community engagement, and Art Faculty in Residence programs in coordination with faculty

Create and lead a formal all paraprofessional office training for 20 student workers

Recruit 30-50 volunteers for monthly campus events from student and faculty populations

Identify and apply for relevant grants and review Carnegie classification in coordination with Advancement and Institutional Research respectively

Host groups of size between 30 to 300 students for full day campus visit experiences

REASON FOR LEAVING:
Continued pursuit for growth

DATES: From 3/2014 To 6/2024	EMPLOYER: GAE Griffin PhD Inc.	POSITION TITLE: Executive Research Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 1600 Campus Rd., Los Angeles, California, 90041		
PHONE NUMBER: 6264974134	SUPERVISOR: Elmer Griffin - undefined	MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:
Researched, edited, and designed three academic papers, three poems, one book, and two clinical psychological (expert witness) reports.

Assisted in the curriculum development and teaching of seven unique theory-to-practice classes:
CTSJ 107 "Introduction to Postcolonial Studies," CTSJ 180 "Stupidity," CTSJ 285 "Foucault," CTSJ 280 "Rastafari," CTSJ 390 "Junior Seminar," CTSJ 369 "Clinical Psychology Laboratory," and CTSJ 394 "CTSJ Journal Colloquium."

Provide daily support and assistance for client tasks and needs in navigating student academic advising, curriculum design, colleague communications, academic misconduct management and interface, special project development application, student crisis response management, among other higher educational administrative tasks.

REASON FOR LEAVING:
new job opportunity opened

DATES: From 3/2014 To 6/2024	EMPLOYER: Occidental College	POSITION TITLE: Executive Research Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 1600 Campus Rd., Los Angeles, California, 90041		

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
626 497 4134	GAE Griffin PhD - Professor of Psychology	■ Yes□ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
40		

DUTIES:
Researched, edited, and designed three academic papers, three poems, and two clinical psychological (expert witness) reports

Assisted in the curriculum development and teaching of seven unique theory-to-practice classes:
CTSJ 107 "Introduction to Postcolonial Studies," CTSJ 180 "Stupidity," CTSJ 285 "Foucault," CTSJ 280 "Rastafari," CTSJ 390 "Junior Seminar," CTSJ 369 "Clinical Psychology Laboratory," and CTSJ 394 "CTSJ Journal Colloquium."

Coordinated the design of the Immigration Asylum Psychology Laboratory's legal, volunteer, development, and client relations.

REASON FOR LEAVING:
new job opportunity opened

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2021 To 6/2024	Damien High School	Director of Debate
ADDRESS: (Street, City, State, Zip/Postal Code)		
2280 Damien Ave, La Verne, California, 91750		
PHONE NUMBER:	**SUPERVISOR:**	
6266366572	Mike Castillo - Principal	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
120	7	

DUTIES:
Teach Honors Debate and Advanced Debate (5 periods) to 80 students across 4 age levels.

Coordinated tournament attendance (~30 people per tournament) to maintain national recognition as one of the top 10 debate programs in the country by qualifying multiple teams (4-5) to the Tournament of Champions within the first few months of the Fall semester on a yearly basis.

Broke school record of teams qualified to the Tournament of Champions in a single season and number of teams on the University of Michigan Ann Arbor's Coaches Poll in a single season.

Administered the first multi-state in-person tournament with attendance over 250 individuals since the beginning of the COVID-19 pandemic that would be awarded Tournament of the Year 2021/22 by the National Debate Coaches Association. Grew the tournament in Year 3 to nearly 400 individuals in attendance.

Supervise 5-7 assistant coaches in their file production, student interaction, and professional development.

Engage alumni through alumni gathering events, establishing a quarterly newsletter, and implementing the most successful Week of Giving program strategy among peer programs. (Y1:$20,000 raised ; Y2: $25,000 raised).

Founded the Damien Middle School Affiliate Debate Program and the St. Lucy's Priory High School Debate Team via a grant from the County of Los Angeles Board of Supervisors.

Supervised and administered a budget of over $200,000.00, financed at 50% from fundraising.

Counseled and advised 15 seniors across three years in college selection, career development, scholarship applications, and internship pathway decision-making as part of program of studies

Created and led the Program Coordinator Committee as an institution to increase communication among co-curricular program heads and Admissions, Advancement, Communications, and other core administrative offices on campus.

REASON FOR LEAVING:
new job opportunity opened

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2020 To 5/2021	Hebron High School	Director of Debate
ADDRESS: (Street, City, State, Zip/Postal Code)		
4207 Plano Pkwy, Carrollton, Texas, 75010		
PHONE NUMBER:	**SUPERVISOR:**	
6266366572	Amy Boughton - Principal	

HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
120	7

DUTIES:

Lead and develop the team's comprehensive argument strategy across novice, JV, and varsity student levels in Policy Debate, LD, Extemp, Speech events and Public Forum.

Supervise consultant coaches and support their research efforts and results while also assisting speech students with performance feedback.

First in school history to qualify students in CX elimination rounds at NSDA and qualify any students to NIETOC (one in Extemp with 3 bids and one in OO with 2 bids).

Hosted an online NIETOC tournament with 14 events (speech and debate) with over 400 entries from 7 different states generating $13,000 in net profit.

Manage team funds ($30,000) in a way that best curates a tournament season while supporting student, booster club, and programmatic financial needs.

Successfully recommend a peer coach (Jason Sykes) for induction into the Texas Forensics Hall of Fame.

Successfully recommend a student for the Grapevine High School National Service to Debate Scholarship (the first student winner from Hebron in the award's nearly 30 year history).

Counseled and advised 10 seniors across three years in college selection, career development, scholarship applications, and internship pathway decision-making as part of program of studies

REASON FOR LEAVING:
new job opportunity opened

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2017 To 5/2020	Damien High School	Assistant Debate Coach

ADDRESS: (Street, City, State, Zip/Postal Code)
La Verne, California

PHONE NUMBER:	SUPERVISOR:
(909) 596-1946	Donny Peters - Director of Debate
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	

DUTIES:

Coached and counseled multiple varsity teams to successful national championship qualification

Produced the core affirmative and negative files for the varsity team, particularly the most advanced team's files

Developed argument fluency, strategy, and equity in debate trainings for all skill levels

Judged 30-50 debates per year across varying debate levels and styles

Provided 24/7 on-call residential and travel safety for students during cross-country tournament trips

REASON FOR LEAVING:
new job opportunity opened

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2019 To 1/2020	Emporia State University	Complex Coordinator

ADDRESS: (Street, City, State, Zip/Postal Code)
1230 Market St., Emporia, Kansas, 66801

PHONE NUMBER:	
(620) 341-5465	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	20

DUTIES:

Train, mentor, and supervise a staff of 10 Resident Assistants and 7 Reception Center Assistants

Serve on professional staff on-call crisis management and response, departmental committees (Diversity and Inclusion), and in Admissions events

Coordinate community development initiatives with RAs, campus partners, and local community partners for a complex of over 300 residents, including budget supervision

Advise a Residence Hall Association in day-to-day and community development efforts, including budget supervision

REASON FOR LEAVING:
new job opportunity opened

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 6/2019 To 8/2019	Northwestern University	Residence Hall Director
ADDRESS: (Street, City, State, Zip/Postal Code) Evanston, Illinois		
PHONE NUMBER: (847) 491-3741	**SUPERVISOR:** Jennifer Avery - Director	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 4	

DUTIES:
Train and supervise a paraprofessional staff in living-learning community leadership best practices

Serve in loco parentis for approximately 60 students

Coordinate with Northwestern professional staff (Housing, Facilities, etc.) to ensure hall integrity

Participate in and support faculty academic initiatives (debate labs, special lectures, etc.)

REASON FOR LEAVING:
summer ended

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 5/2014 To 6/2019	Critical Theory and Social Justice - Journal of Undergraduate Research	Managing Editor of CTSJ
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
PHONE NUMBER: 626 497 4134	**SUPERVISOR:** GAE Griffin PhD - Professor of Psychology	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 50	

DUTIES:
Edited and published Volumes 4, 5, 6, 7 and 8 of CTSJ: Journal of Undergraduate Research

Directed the graphic designer and professional copy editor to ensure year-to-year product consistency, increasing journal readership by 45% and submission interest by 100%

Procured and managed a $30,000.00 budget

Recruited and developed a staff of nearly 50 individuals, including graduates and students from other campuses

REASON FOR LEAVING:
finished graduate school

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 8/2018 To 1/2019	University of La Verne	Graduate Writing Tutor
ADDRESS: (Street, City, State, Zip/Postal Code) 1950 3rd St, La Verne, California, 91750		
PHONE NUMBER: (909) 593-3511		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Provided daily writing guidance, including developing tutorial documents for unique writing needs

Conducted an Equity and Cultural Competency Audit of the Writing Center

REASON FOR LEAVING:
graduated

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2014 To 5/2017	Residential Edu. and Housing Serv., Occidental College	Resident Adviser
ADDRESS: (Street, City, State, Zip/Postal Code) 1600 Campus Rd., Los Angeles, California, 90041		
PHONE NUMBER: 626 497 4134	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Supervised (on-call) between 100 and 350 students as a Campus Safety Authority to ensure student and building safety over three years and two summers sessions

Implemented close to 50 student development programs for the living-learning residential experience

Designed and lead 4 multi-week staff trainings through Summer 2015 to Winter 2016

REASON FOR LEAVING:
graduated

DATES:	EMPLOYER:	POSITION TITLE:
From 9/2015 To 5/2017	Occidental College	Secretary - Diversity and Equity Board, Occidental College
ADDRESS: (Street, City, State, Zip/Postal Code) 1600 Campus Rd., Los Angeles, California, 90041		
PHONE NUMBER: 626 497 4134	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 20	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Founding member and direct liaison between the Board and the President's Office (along with other Senior Staff and Campus Safety)

Conducted meetings and supervised institution-wide equity audit reports

Managed a $40,000.00 budget to increase the number of community programs for students of marginalized identity groups

REASON FOR LEAVING:
graduated

CERTIFICATES AND LICENSES

TYPE:
Teaching Credential - State of Texas

LICENSE NUMBER:	ISSUING AGENCY:
	Texas Education Administration

SKILLS

OFFICE SKILLS:
Typing: 100
Data Entry: 0

OTHER SKILLS:
CPR and First Aid - Intermediate - 7 years and 0 months

LANGUAGE(S):
Chinese : Speak , Read , Write
French : Speak , Read , Write

ADDITIONAL INFORMATION

Honors & Awards
Undergraduate Honors - Magna Cum Laude
Honors & Awards
Poetry: Collision Literary Magazine - University of Pittsburgh Honors College: "EveryKindnessGone Machine"
Honors & Awards
CTSJ Departmental Honors, Senior Thesis Distinction, and Outstanding Senior Award 05/17
Honors & Awards
Occidental College - Dean's List 09/13-05/17
Honors & Awards
Dean's Advisory Board - 09/13-09/16
Honors & Awards
Occidental College Undergraduate Research Center Summer Research Grant 05/2016

REFERENCES

REFERENCE TYPE: Professional	**NAME:** Donny Peters	**POSITION:**
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS: thedudelacan@gmail.com		**PHONE NUMBER:** 765 729 1280
REFERENCE TYPE: Professional	**NAME:** Issac Carter	**POSITION:**
ADDRESS: (Street, City, State, Zip/Postal Code) California		
EMAIL ADDRESS: issacmcarter@gmail.com		**PHONE NUMBER:** 9094484185
REFERENCE TYPE: Professional	**NAME:** Teresa Williams	**POSITION:**
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS: wteresa800@gmail.com		**PHONE NUMBER:** 213 578 0025
REFERENCE TYPE: Professional	**NAME:** Rosie Valdez	**POSITION:**
ADDRESS: (Street, City, State, Zip/Postal Code) California, California		
EMAIL ADDRESS: rosievblock@gmail.com		**PHONE NUMBER:** 5016070690
REFERENCE TYPE: Professional	**NAME:** Elmer Griffin	**POSITION:**
ADDRESS: (Street, City, State, Zip/Postal Code) 1600 Campus Rd., California, Los Angeles, 90041		
EMAIL ADDRESS: elmer@oxy.edu		**PHONE NUMBER:** 6264974134

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   GovernmentJobs.com
2. **Do you have any relatives working here?**
   NO

3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**

na

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**

Yes

2. **Are you a registered voter in the City of West Covina?**

Yes

3. **Are you a resident of the City of West Covina?**

Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Lin, David - Person ID: 14954378
2025-019 AUDIT COMMITTEE MEMBER

Received: 9/29/25, 12:33 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Lin, David	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	
What is your highest level of education? Bachelor's Degree	

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□ Yes ■ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular, Seasonal

TYPES OF WORK YOU WILL ACCEPT:
Full Time, Part Time

SHIFTS YOU WILL ACCEPT:
Day, Evening, Night

OBJECTIVE:
To obtain a position where I can apply my strong financial, analytical, and auditing skills to assist in achieving the overall goals of the city of West Covina.

EDUCATION

DATES: From 9/2000 To 6/2004	**SCHOOL NAME:** University of California, Davis	
LOCATION:(City, State) Davis, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Major: Economics, Minor: Psychology		**UNITS COMPLETED:** 180 - Quarter

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 5/2018 To Present	City of West Covina (Volunteer Experience)	Audit Committee Member
ADDRESS: (Street, City, State, Zip/Postal Code) West Covina, California		**COMPANY URL:** https://www.westcovina.org/departments/finance/audit-committee
MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No		
HOURS PER WEEK: 2	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Appointed by the City Council to assist in discharging its responsibilities for the overall stewardship of the City's financial affairs; which includes reviewing financial information, ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over the City's assets, and overseeing the audit function.

REASON FOR LEAVING:
N/A

DATES:	EMPLOYER:	POSITION TITLE:
From 7/2018 To Present	SchoolsFirst Federal Credit Union	Manager, Risk Management
ADDRESS: (Street, City, State, Zip/Postal Code) Tustin, California, 92780		**COMPANY URL:** www.schoolsfirstfcu.org
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 5	

DUTIES:
- Hired, developed, and currently manage a team of six risk management professionals with diverse expertise;

- Oversaw the transition of the organization's GRC platform from WolfPAC to Archer, as well as the development of multiple Archer Use Cases, e.g., TPRM, Business Resiliency, Application Risk Mgmt, Operational Risk Mgmt, IT Risk Mgmt, Issue Mgmt, Change Mgmt, Risk Registers, and etc.;

- Participated in establishing the organization's model risk management (MRM) function, including the creation of Board policy and standard operating procedures, transition of committee reporting, development of model identification questionnaire, model risk rating methodology, model validation schedule, model issues tracking log, and standardized model inventory;

- Performs multifaceted ad-hoc assessments on various organization projects and initiatives prior to launch;

- Evaluates and updates the organization's risk policies and operating procedures periodically;

- Provides guidance to business units during recurring business function and application risk assessments, process flow mappings, procedure reviews, and key risk indicators monitoring;

- Recruited as a member and regular presenter at the organization's Enterprise Risk Management (ERM) Committee, Capital Planning (CP) Committee, Risk Framework Steering Committee, and Archer Change Advisory Board (CAB) meetings.

Current Project: Leading a multi-year, cross-divisional project to mature the organization's risk management framework, with an objective to standardize the holistic identification, measurement, monitoring, mitigation, and reporting of enterprise risks in the following areas: reputation, strategic, credit, compliance, liquidity, interest rate, information security, and operational risks.

REASON FOR LEAVING:
N/A

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2018 To Present	Institute of Internal Auditors (Volunteer Experience)	Certification Exam Item Writer
ADDRESS: (Street, City, State, Zip/Postal Code) Lake Mary, Florida		**COMPANY URL:** https://na.theiia.org/Pages/IIAHome.aspx
MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No		
HOURS PER WEEK: 1	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Selected by the IIA to collaborate with a team of experienced and certified internal auditors in creating quality CIA exam questions

REASON FOR LEAVING:
N/A

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 7/2018 To 8/2019	Institute of Internal Auditors (Volunteer Experience)	Global Guidance Contributor
ADDRESS: (Street, City, State, Zip/Postal Code) Lake Mary, Florida		**COMPANY URL:** https://na.theiia.org/Pages/IIAHome.aspx
MAY WE CONTACT THIS EMPLOYER? ■ Yes □ No		
HOURS PER WEEK: 1	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Selected by the IIA to collaborate with a group of risk and audit professionals in constructing a global practice guide on the topic of Risk Governance for the Financial Services Industry

REASON FOR LEAVING:
The project was complete --- a global practice guide on the topic of Risk Governance for the Financial Services Industry was published by the IIA.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 1/2014 To 7/2018	SchoolsFirst Federal Credit Union	Senior Internal Auditor
ADDRESS: (Street, City, State, Zip/Postal Code) Tustin, California, 92780		**COMPANY URL:** www.schoolsfirstfcu.org
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:
- Assisted internal audit management with annual audit planning, scheduling, and resource allocation;

- Supervised, coached, reviewed workpapers, and provided feedback to staff auditors;

- Led and performed a range of operational and consumer compliance audits, as well as issue follow-ups;

- Collaborated with business analyst in revamping various dated reports for future continuous monitoring;

- Conducted ad-hoc fraud investigations, process assessments, and consulting engagements as requested by business unit executives;

- Liaised with the Credit Union's co-sourced audit vendors (TWHC, CliftonLarsonAllen) and federal regulators (NCUA, CFPB);

- Attended regular internal and external training to keep abreast of key regulatory changes and industry best practices;

- Earned the Credit Union's 2017 Dream Team Award

REASON FOR LEAVING:
Promoted from senior internal auditor to the manager of risk management.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 10/2006 To 1/2014	American International Group (AIG)	Internal Auditor
ADDRESS: (Street, City, State, Zip/Postal Code) Woodland Hills, California, 91367		**COMPANY URL:** www.aig.com
SUPERVISOR: Armando Ng - Senior Audit Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
- Acted as an auditor-in-charge and managed all phases of an audit which included:

(i) Planning: prepared planning memos, engagement memos, risk assessment matrices, process flow charts, and workflow checklists; conducted client kickoff meetings and client walkthroughs; developed risks and controls of operational processes and identified potential areas of improvement;

(ii) Fieldwork: performed testing and data analytics, and documented test results in TeamMate; conducted follow-up client meetings, and collaborated with the firm's external auditor, the Sarbanes-Oxley (SOX) and the Fraud teams;

(iii) Reporting & Wrap-up: drafted and presented audit reports to senior management; discussed findings with clients and offered recommendations for corrective actions; performed follow-up audits to verify timely execution of management's action plans

- Led, coordinated, and performed SOX control testing for ILFC management;

- Acted as a liaison and provided direct assistance to the Firm's external auditors (PwC, E&Y) and consulting companies (Deloitte, BottomLine Consulting) to reduce third-party fees;

- Actively established personal relationship with audit clients which was beneficial to the identification of various control issues and the design of corrective action plans;

- Lines of business covered: SunAmerica Retirement Markets (SARM), Advisor Group, and International Lease Finance Corporation (ILFC)

REASON FOR LEAVING:
(1) In pursuit of better career opportunities;
(2) Seeking for shorter commute

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 1/2005 To 8/2006	United Commercial Bank (Now defunct)	Business Banking Loan Assistant
ADDRESS: (Street, City, State, Zip/Postal Code) Pasadena, California, 91101		
SUPERVISOR: Jonathan Guo - Business Banking Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
- Volunteered to management in cold-calling and site visits, and successfully referred two business lines of credit totaling $850K, in addition to three business demand deposit totaling $550K in daily average balance;

- Drafted credit commitment reports, and successfully recommended the funding of 32 lines of credit;

- Maintained pipelines, deposit reports and a portfolio of 36 loan facilities totaling $2.7 million;

- Prepared spreadsheets with Moody's and analyzed financial statements with key ratios;

- Conducted credit investigation including the preparation of D&B reports, TRW reports, UCC filing searches, tax return verifications, preliminary title reports, and property profiles;

- Coordinated efforts to process and close loans including the reviews of business insurance, loan documents, title recordings, and UCC filings;

- Provided loan servicing to customers, e.g. credit inquiries, loan advances, and payment/payoff requests;

- Followed up with customers regarding delinquent loan payments and violated financial covenants

REASON FOR LEAVING:
In pursuit of better career opportunities

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 7/2004 To 1/2005	Deltamax Customs Service, Inc.	Staff Accountant
ADDRESS: (Street, City, State, Zip/Postal Code) Inglewood, California, 90301		
SUPERVISOR: Steve Chang - Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
- Issued vendor payments, deposited checks, and conducted monthly bank statement reconciliations;

- Input and maintained records of accounts receivable and accounts payable;

- Monitored and analyzed cash inflows and outflows, and recommended cost saving strategies to management;

- Took the initiative to prepare aging reports and place collection calls, expediting an extra collection of $400,000 each month

REASON FOR LEAVING:
In pursuit of better career opportunities

CERTIFICATES AND LICENSES

TYPE:
RSA Archer 6 Certified Associate

LICENSE NUMBER:	**ISSUING AGENCY:** RSA

TYPE:
COSO Enterprise Risk Management Certificate

LICENSE NUMBER:	**ISSUING AGENCY:** Institute of Internal Auditors

TYPE:
Certified Credit Union Internal Auditor

LICENSE NUMBER:	**ISSUING AGENCY:** Credit Union National Association

TYPE:
Certification in Risk Management Assurance

LICENSE NUMBER:	**ISSUING AGENCY:** Institute of Internal Auditors

TYPE:
Certified Internal Auditor

LICENSE NUMBER:	**ISSUING AGENCY:** Institute of Internal Auditors

SKILLS

OFFICE SKILLS:
Typing: 60
Data Entry: 0

OTHER SKILLS:
Risk Management system: WolfPAC, RSA Archer - Intermediate - 7 years and 0 months
Audit system: TeamMate, AutoAudit - Intermediate - 7 years and 0 months
Financial Software: SAP, Moody's, Quickbook - Intermediate - 2 years and 0 months

LANGUAGE(S):
Cantonese : Speak , Read , Write
Mandarin : Speak , Read , Write

ADDITIONAL INFORMATION

Professional Memberships
Institute of Internal Auditors (IIA)
Information Systems Audit and Control Association (ISACA)
Association of Credit Union Internal Auditors (ACUIA)
Credit Union National Association (CUNA)

REFERENCES

REFERENCE TYPE:	NAME:	POSITION:
Professional	Vivian Zhang	Vice President, Corporate Lending
ADDRESS: (Street, City, State, Zip/Postal Code)		
EMAIL ADDRESS:		**PHONE NUMBER:**
haowen@hotmail.com		(626) 780-8460

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Rodriguez, Frank A - Person ID: 60039771
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/25/25, 4:26 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Rodriguez, Frank A	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Paper
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	

What is your highest level of education?
Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□ Yes □ No ■ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular, Temporary, Seasonal, Internship

TYPES OF WORK YOU WILL ACCEPT:
Full Time, Part Time, Per Diem

SHIFTS YOU WILL ACCEPT:
Day, Evening, Night, Rotating, Weekends, On Call (as needed)

OBJECTIVE:
I am more than happy to apply myself to aid in the benefit of not just maintaining the standards that is the West Covina audit committee, but also possibly improve wherever is applicable. As a recent graduate of the University of La Verne, I would be ecstatic to make a valiant effort on utilizing my capabilities.

EDUCATION

DATES: From 8/2022 To 5/2024	**SCHOOL NAME:** University of La Verne	
LOCATION:(City, State) La Verne, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business Administration, Concentration in Finance		**UNITS COMPLETED:** 133 - Semester
DATES: From 8/2019 To 12/2021	**SCHOOL NAME:** Citrus College	

LOCATION:(City, State)	DID YOU GRADUATE?	DEGREE RECEIVED:
Glendora, California	■ Yes □ No	Associate's
MAJOR:		**UNITS COMPLETED:**
Business Administration		68 - Semester

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 3/2021 To Present	PetSmart	Dog Bather
ADDRESS: (Street, City, State, Zip/Postal Code)		
2851 E. Eastland Center Dr., West Covina, California, 91791		
PHONE NUMBER:	**SUPERVISOR:**	**MAY WE CONTACT THIS EMPLOYER?**
(626) 331-2753	Steve Clements - Store Leader	■ Yes □ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
20		

DUTIES:

* Awarded employee of the month in December 2021, June 2022 & July 2023.
* Established positive outreach with pet parents.
* Received enthusiastic comments from pet parents on aggregate review websites.
* Promoted in April 2021 to Retail Sales Associate, originally.
* Promoted in March 2022 to Bather.
* Ensure the safety and high-quality treatment of the pet parents' request for their pet.
* Recommend specialized shampoo and services to the pet parents for the best outcome for their pet.
* Intercept incoming calls and questions from curious pet parents while continuing with the ongoing care of pets that are under my supervision, all while in a highly active environment.
* Occasionally supplement in other positions in situational events where associates cannot uphold their duty for the day.
* Recommend and inform pet parents on selected brands for their pets, reassuring the care and quality that they will need.
* Expedite pet parents that concluded their shopping experience at the register in a timely manner.

REASON FOR LEAVING:
Looking to utilize my abilities and degree.

DATES:	EMPLOYER:	POSITION TITLE:
From 5/2025 To 10/2025	S&S Digital Conversions	Scanning Technician
ADDRESS: (Street, City, State, Zip/Postal Code)		
Rancho Cucamonga, California		
MAY WE CONTACT THIS EMPLOYER?		
■ Yes □ No		
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
29		

DUTIES:

* Operated specialized machinery to scan and detect legacy media containing images & documents, then revitalize contents with specialized software.
* Uphold integrity & confidentiality when working with sensitive records that are provided from the clients, being governmental bodies or Fortune 500 companies.
* Adapted to new processes and procedures for different projects.
* Able to work independently & conducted productivity without supervision.
* Balanced between normal day-to-day tasks with urgent requests.

DATES:	EMPLOYER:	POSITION TITLE:
From 4/2017 To 12/2020	Advantage Solutions	Event Specialist
ADDRESS: (Street, City, State, Zip/Postal Code)		**COMPANY URL:**
8001 Forsyth Boulevard, Suite 1025, Clayton, Missouri, 63105		https://youradv.com
PHONE NUMBER:	**SUPERVISOR:**	**MAY WE CONTACT THIS EMPLOYER?**
314-655-9333	Tracy Lucas - District Manager of Field Operations	■ Yes □ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**	
30		

DUTIES:

* Increased awareness of numerous products to potential customers.
* Relayed customers feedback to the company showcasing their product.
* Improvise and initiate conversation to onlookers.

* Approved on Certified Food Handler Safety.
* Promoted to work at other locations throughout Los Angeles County.

REASON FOR LEAVING:
COVID-19 Pandemic limited job availability, decided to pursue another job.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 1/2018 To 1/2019	Bodega Latina Corporation	Dairy Clerk
ADDRESS: (Street, City, State, Zip/Postal Code) 1285 N. Hacienda Blvd., La Puente, California, 91744		
PHONE NUMBER: (626) 869-5124	**SUPERVISOR:** Victor Sanchez - Store Leader	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
* Awarded employee of the month in May 2018.
* Replenished countless dairy focused products in their respected categories
* Constant verbal recognition on flexibility to assist in other positions.

REASON FOR LEAVING:
To pursue and fully dedicate time and focus into college.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing: 50
Data Entry: 0

OTHER SKILLS:

LANGUAGE(S):
English : Speak , Read , Write
Spanish : Speak

ADDITIONAL INFORMATION

Volunteer Experience
Frequently donated blood to Red Cross & Huntington Hospital at a respectable, timely manner.
Latino and Latina Roundtable volunteer at Pomona during the autumn of 2023 and winter of 2024.
Continuing gardener volunteer for Peace and Carrots at a local garden in La Verne.

Honors & Awards
Awarded Certificate in Recognition of Outstanding Achievement in the Fall Semester 2023 in Cumulative Grade Point Average of 3.0 and above by HIPSS.
Certificate in Recognition of Participation in Title III Grant: HIPPS as a graduating mentor in May 2024.
Member of the National Society of Leadership and Success since May 2023, fully inducted since February 2024.
Awarded Greatest Improvement from Delta Sigma Pi in May 2023.
Dean's List in University of La Verne of Fall, 2022 (GPA 3.85)
Dean's List in Citrus College of Spring, 2021 (GPA 3.53)

REFERENCES

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Rick Hasse	Instructor, Accounting and Finance
ADDRESS: (Street, City, State, Zip/Postal Code) 1950 Third Street, COB 122, California, La Verne, 91750		

EMAIL ADDRESS: rhasse@laverne.edu		**PHONE NUMBER:** (626) 818-8652
REFERENCE TYPE: Professional	**NAME:** Aracely Gutiérrez	**POSITION:** Director, Title III HSI STEM Grant: Holistic and Inclusive Practices for Student Success (HIPSS)
ADDRESS: (Street, City, State, Zip/Postal Code) 1950 Third Street, Abraham Campus Center ACC 145, California, La Verne, 91750		
EMAIL ADDRESS: agutierrez3@laverne.edu		**PHONE NUMBER:** (909) 448-4647
REFERENCE TYPE: Professional	**NAME:** Frank Fialho	**POSITION:** Professor of Practice, Marketing
ADDRESS: (Street, City, State, Zip/Postal Code) 1950 Third Street, COB 134 , California, La Verne, 91750		
EMAIL ADDRESS: ffialho@laverne.edu		**PHONE NUMBER:** (909) 448-1513

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Rolon, Juan - Person ID: 22368976
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/24/25, 2:38 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER		**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Rolon, Juan		**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]		**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**ALTERNATE PHONE:** [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No
What is your highest level of education? Bachelor's Degree		

PREFERENCES

MINIMUM COMPENSATION $48.00 per hour $95,000.00 per year	**ARE YOU WILLING TO RELOCATE?** ■ Yes □ No □ Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time	
SHIFTS YOU WILL ACCEPT: Day, Evening, Rotating	
OBJECTIVE: To obtain gainful employment as an auditor with a government agency.	

EDUCATION

DATES: From 8/2011 To 12/2013	**SCHOOL NAME:** California State University, Dominguez Hills	
LOCATION:(City, State) Carson, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business Administration: Accounting		**UNITS COMPLETED:** 66 - Semester
DATES: From 8/2007 To 6/2011	**SCHOOL NAME:** Citrus Community College	
LOCATION:(City, State) Glendora, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Associate's

MAJOR:	UNITS COMPLETED:
Business Administration	68 - Semester

WORK EXPERIENCE

DATES:	EMPLOYER:	POSITION TITLE:
From 9/2022 To Present	City of Los Angeles - Community Investment for Families Department	Internal Auditor III
ADDRESS: (Street, City, State, Zip/Postal Code) 1200 W 7th Street, 4th Floor, Los Angeles, California, 90017		
PHONE NUMBER: 213-744-7366	**SUPERVISOR:** Vee Vatchar - Departmental Chief Accountant III	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:

Duties performed as an Internal Auditor III are as follows:

- Oversee a City Department's audit unit to meet fiscal monitoring responsibilities and allocate resources for various audit functions including compliance and financial reporting
- Responsible for carrying out personnel-related duties and ensuring the audit unit receives proper training and professional development
- Allocate resources and delegate responsibility for the senior auditor and Auditors to carry out fiscal monitoring and audit responsibilities for 25 grant recipients, and provide the Senior Auditor with direction to balance supervising staff and completing assigned projects
- Develop and manage risk assessment functions and coordinate with other operating units to ensure risk assessment functions and fiscal monitoring responsibilities are being met
- Meet with managers from various units and division directors to consult on audit and operational matters
- Participate in an advisory capacity for department-wide trainings, Unit and Division operations, and educational seminars for service providers

REASON FOR LEAVING:

Currently holding position.

DATES:	EMPLOYER:	POSITION TITLE:
From 8/2019 To 9/2022	City of Los Angeles - Community Investment for Families Department	Senior Auditor
ADDRESS: (Street, City, State, Zip/Postal Code) 1200 W 7th Street, 4th Floor, Los Angeles, California, 90017		
PHONE NUMBER: 213-744-7366	**SUPERVISOR:** Rosa Benavides - Director of Financial and Admin Services	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:

Duties as Senior Auditor included, but are not limited to:

- Served as a lead auditor on an audit team responsible for meeting fiscal monitoring requirements, providing direction to staff, and carrying out audits of Federal grants (contracts) awarded to 24 nonprofit agencies.
- Planned, delegated, and assigned work to audit staff while managing complex audit assignments, and reviewed work assigned to the team to provide feedback and assist with professional development.
- Conducted preliminary reviews of nonprofit agencies for planning memo preparation, and interact with agency executives and staff to coordinate the audit work plan, including fieldwork scheduling and documentation requests.
- Performed audit testing of payroll expenses, operating expenses (non-salary), and agency subcontractor billings to ensure compliance with contractual and Federal regulations.
- Coordinated with agency staff to schedule meetings, conference calls, and fieldwork.
- Conferred with audit the manager to discuss complex contract and regulation issues affecting agency reporting and audit procedures.
- Performed personnel-related duties and meet compliance requirements for employment practices, including approving employee works hours, reviewing timesheets, and mileage report processing.
- Assisted with risk assessment and establishing policies and procedures for the Audit Unit.
- Utilized audit and accounting programs and procedures to manage auditee documentation, carry out audit analysis, and assist funded agencies with financial reporting.
- Ensured compliance standards are met for Fiscal Reviews, Single Audits, and Department needs.

REASON FOR LEAVING:

Accepted promotional emergency appointment.

DATES:	EMPLOYER:	POSITION TITLE:
From 6/2015 To 7/2019	City of Los Angeles, Office of Finance	Tax Auditor II

ADDRESS: (Street, City, State, Zip/Postal Code) 1200 W 7th Street, Floor 7, Los Angeles, California, 91791		
PHONE NUMBER: (213) 928-9179	**SUPERVISOR:** Wilbert Antonio - Senior Tax Auditor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:

Duties as a Tax Auditor included, but are not limited to, the following:
- Issued notice to taxpayers requesting an audit
- Researched taxpayer's business activities and accounts and scheduled audit appointments with taxpayers or taxpayer representatives.
- Reviewed taxpayer's financial records and supporting documents, and interview taxpayers to gain an understanding of their business operations
- Analyzed financial documents and drafted audit working papers detailing gross receipts information gathered from taxpayer financial documents
- Performed follow-ups with taxpayers or their representatives to discuss and resolve audit issues
- Coordinated and conducted conference calls between taxpayers and senior management
- Discussed audit issues, including classifying taxpayer's business activities, suitability of documentation, and other case-by-case issues, with supervisors to determine the proper course of action
- Composed detailed narratives and memos detailing audit matters to provide to taxpayers and senior management
- Researched the Los Angeles Municipal Code to determine correct tax classification(s) of taxpayers
- Analyzed most current business tax classification on taxpayer accounts to assess classification accuracy
- Drafted estimated assessments to be issued to non-compliant taxpayers.
- Conducted exit interviews to provide taxpayers with results of their business or user tax audits along with additional information regarding City business and user taxes
- Drafted monthly reports detailing open audits, completed audits, and hours worked per project
- Drafted and submit bi-weekly mileage statements
- Performed work for and participate in projects and special assignments as needed

REASON FOR LEAVING:

Accepted Senior Auditor position with the Housing and Community Investment Department.

DATES: From 12/2014 To 5/2015	**EMPLOYER:** VCA Inc.	**POSITION TITLE:** A/P Clerk
ADDRESS: (Street, City, State, Zip/Postal Code) 12401 W Olympic Blvd, Santa Monica, California, 90064		
PHONE NUMBER: (800) 966-1822	**SUPERVISOR:** Danielle Boldin - A/P Supervisor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:

Duties as an A/P Clerk included:
- Managed accounts payable function for 50 veterinary hospitals
- Scan invoices into the system
- Validated 100 invoices a day to ensure the correct information was scanned in the system
- Processed and coded 100 invoices a day to be prepared for payment, including petty cash and reimbursement requests
- Processed and codded payments for capital expenditures
- Followed up with branches to resolve any issues with invoice payments
- Coordinated with other departments to assist with any issues regarding payables

REASON FOR LEAVING:

Accepted employment with City of Los Angeles.

DATES: From 8/2013 To 10/2014	**EMPLOYER:** SoCal Sanitation LLC	**POSITION TITLE:** Administrative Assistant
ADDRESS: (Street, City, State, Zip/Postal Code) 163 Sixth Ave, City of Industry, California, 91746		
PHONE NUMBER: (626) 369-6802	**SUPERVISOR:** Xenia Varela - Administrator	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes□ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:

Duties as an Administrative Assistant included:
- Assisting the accountant with posting payroll checks, reviewing monthly bank statements, and preparing journal entries for payroll expenses

- Managed project contracts and related administrative duties
- Implemented internal controls for the maintenance department
- Provided administrative support for sales staff and the maintenance department
- Participated in monthly meetings and assisted administrator with preparing documents and handouts for each meeting

REASON FOR LEAVING:
Accepted employment with staffing agency as a Staff Accountant

CERTIFICATES AND LICENSES

TYPE:
Certified Internal Auditor (CIA)

LICENSE NUMBER:	ISSUING AGENCY:
156376	The Institute of Internal Auditors

SKILLS

Nothing Entered For This Section

ADDITIONAL INFORMATION

Professional Associations
Association of Latino Professional in Finance and Accounting (ALPFA) California State University, Dominguez Hills, Treasurer (former)

Institute of Internal Auditors, Member

Honors & Awards
Associates Degree, GPA: 3.76 High Honors
Bachelor's Degree, GPA: 3.76 Magna Cum Laude.
California State University, Dominguez Hills Dean's List (five semesters); Citrus Community College President's List (three semesters) and Dean's List (two semesters).

REFERENCES

REFERENCE TYPE:	NAME:	POSITION:
Professional	Rodney Lazary	Tax Auditor II
ADDRESS: (Street, City, State, Zip/Postal Code) California, Woodland Hills		
EMAIL ADDRESS: rodney.lazary@lacity.org		**PHONE NUMBER:** 818-470-3393
REFERENCE TYPE: Professional	**NAME:** Alonzo Cuevas	**POSITION:** Tax Auditor II
ADDRESS: (Street, City, State, Zip/Postal Code) California, Woodland Hills, California, Pasadena		
EMAIL ADDRESS: alonzo.cuevas@lacity.org		**PHONE NUMBER:** 626-710-2575
REFERENCE TYPE: Professional	**NAME:** Lorena Navarro	**POSITION:** Tax Auditor II
ADDRESS: (Street, City, State, Zip/Postal Code) California, Woodland Hills, California, Pasadena, California, Montebello		
EMAIL ADDRESS: lorena.navarro@lacity.org		**PHONE NUMBER:** 323-899-8983

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   GovernmentJobs.com
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Solorio, Marsha - Person ID: 30133930
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/12/25, 1:31 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Solorio, Marsha	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email

DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No

What is your highest level of education?
Bachelor's Degree

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: 6/2008	**SCHOOL NAME:** California Polytechnic State University	
LOCATION:(City, State) Pomona, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business Administration Emphasis in Accounting		**UNITS COMPLETED:** - Quarter

WORK EXPERIENCE

DATES: From 7/2017 To Present	**EMPLOYER:** JWCH Institute, Inc.	**POSITION TITLE:** Audit/Accounting Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 5650 Jillson St., Commerce, California, 90040		**COMPANY URL:** http://jwchinstitute.org/
PHONE NUMBER: 323-201-4516	**SUPERVISOR:** Jeanne Lam - CFO	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 1	

DUTIES:
Aside assigned accounting tasks, i am responsible for:

1. Yearly updates of Accounting Policies and Procedures
2. Primary contact for all audits
3. Procurement and purchasing
4. Data analysis projects for various members of Exec team as needed
5. Compliance support for Program Directors
6. Review and update of fiscal-related processes to support massive agency growth

REASON FOR LEAVING:
NA

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 8/2011 To 7/2017	Simpson and Simpson CPAs	Senior Auditor

ADDRESS: (Street, City, State, Zip/Postal Code)
633 W 5th Street, Los Angeles, California, 90071

COMPANY URL:
https://www.simpsonllp.com/

SUPERVISOR:	**MAY WE CONTACT THIS EMPLOYER?**
Susanna Leung - Manager	■ Yes □ No
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	4

DUTIES:
Plan, direct, and performance of audit engagements.
Work independently with minimum supervision & also as part of a team based on size and complexity of client.
Specialize in audits for local government & not-for profit agencies - Financial Statement audits and Single Audits in accordance to OMB A-133.

REASON FOR LEAVING:
To expand on my compliance audit skills whilst assisting a fast-growing not-for-profit in need of a person with a strong federal compliance background.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 10/2008 To 8/2011	Simpson and Simpson CPAs	Staff Auditor

ADDRESS: (Street, City, State, Zip/Postal Code)
Los Angeles, California

MAY WE CONTACT THIS EMPLOYER?	
■ Yes □ No	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	

DUTIES:
Perform audit procedures under minimum supervision
Develop analytical, technical and communication skills
Specialize in audits for local government & not-for profit agencies - Financial Statement audits and Single Audits in accordance to OMB A-133.

REASON FOR LEAVING:
Promoted

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From 2/2008 To 10/2008	City of Azusa	Volunteer Finance Intern

ADDRESS: (Street, City, State, Zip/Postal Code)
Azusa, California

MAY WE CONTACT THIS EMPLOYER?	
■ Yes □ No	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
20	

DUTIES:
Working directly with Finance Department staff.
Research account transaction details using Bi-tech system.
Responsible for special assignments in collaboration with Budget Analyst & Sr. Accountants.
Demonstrate skills in using Excel to compile data and generate statistical reports.
Perform various assignments in AP and Cash Receipts as needed.

Computer

REASON FOR LEAVING:
Graduated from colllege

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:

LANGUAGE(S):
Spanish : Speak , Read , Write

ADDITIONAL INFORMATION

Professional Associations
Phi Theta Kappa International Honor Society Deans List
Honors & Awards
Bachelor of Science-Cum Laude June 2008
Honors & Awards
Memberships Honors
Honors & Awards
Phi Theta Kappa International Honor Society Deans List

REFERENCES

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Anna Liang	Senior Financial Analyst
ADDRESS: (Street, City, State, Zip/Postal Code) 10920 Montecito Drive, California, El Monte, 91731		
EMAIL ADDRESS:		**PHONE NUMBER:** 6268413588

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   NA

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes

3. Are you a resident of the City of West Covina?

Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Stanley, Deanna R - Person ID: 22688255
2025-019 AUDIT COMMITTEE MEMBER

Received: 6/16/25, 12:19 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Stanley, Deanna R	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	
What is your highest level of education? Some College	

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□ Yes ■ No □ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Per Diem

SHIFTS YOU WILL ACCEPT:
On Call (as needed)

OBJECTIVE:
I am applying for the Audit Committee member position.

EDUCATION

DATES: From 9/1977 To 6/1979	**SCHOOL NAME:** Pacific Palisades High	
LOCATION:(City, State) Pacific Palisades, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES: From 7/2022 To Present	**EMPLOYER:** Just Us 4 Youth	**POSITION TITLE:** Executive Coordinator

ADDRESS: (Street, City, State, Zip/Postal Code) 363 S. Park Avenue, Pomona, California, 91766		**COMPANY URL:** www.ju4y.org
SUPERVISOR: Jose Rivera - Executive Director	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Board of Directors - coordinate meetings, prepare agenda, minutes and staff reports. Executive Administrative duties: Work with funding partners to ensure positive communication & relationships. Assist Project Supervisors with developing and managing budgets. Develop procedures to ensure best practices. Special projects - oversee budget and work with contractor for new building construction. Welfare Exemption project.

REASON FOR LEAVING:
Currently employed

DATES: From 7/1999 To 12/2021	**EMPLOYER:** Alameda Corridor East Construction Authority	**POSITION TITLE:** Administrative Services Manager
ADDRESS: (Street, City, State, Zip/Postal Code) 4900 Rivergrade Road Suite A120, Irwindale, California, 91792		**COMPANY URL:** www.theaceproject.org
PHONE NUMBER: 626-9629292	**SUPERVISOR:** Mark Christoffels - Chief Executive Officer	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 4	

DUTIES:
Human Resources - recruitment to separation including benefits administration, payroll (Paychex) and CalPERS payroll reporting. Enroll new hires in DMV Employer Pull Program, maintain database of employee required training such as Ethics, safety and serve as Filing Officer for Form 700 annual files for employees and Board. As Clerk of the Board oversee agenda preparation and distribution, handle Board stipends, take minutes and certify Board actions as necessary. Handle travel arrangements and travel with Board & CEO to Washington DC for annual legislative meetings to provide support to Board and CEO. As Office Manager risk management duties include maintaining adequate coverage for projects and administrative policies working with brokers. Oversee clerical staff and IT to assure office efficiency.

REASON FOR LEAVING:
Retired

CERTIFICATES AND LICENSES

TYPE:
Notary Public

LICENSE NUMBER: 2098843	**ISSUING AGENCY:** Los Angeles County - State of California

SKILLS

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	**NAME:** Rick Richmond	**POSITION:** Former Chief Executive Officer, ACE
ADDRESS: (Street, City, State, Zip/Postal Code) 26397 Aric Lane, California, Los Altos Hills, 94022		
EMAIL ADDRESS: gurichmond@gmail.com		**PHONE NUMBER:** 6264378489

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   N/A

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Villanueva, Steve - Person ID: 64740655
2025-019 AUDIT COMMITTEE MEMBER

Received: 10/13/25, 8:17 AM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER		**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Villanueva, Steve		**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]		**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**ALTERNATE PHONE:** [redacted]	**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No
What is your highest level of education? High School		

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: From 9/1983 To 6/1987	**SCHOOL NAME:** Cantwell High School	
LOCATION:(City, State) West Covina, California	**DID YOU GRADUATE?** ■ Yes □ No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES: From 1/2023 To Present	**EMPLOYER:** SPMDesign	**POSITION TITLE:** Senior Production Paint Manager
ADDRESS: (Street, City, State, Zip/Postal Code) Orange, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Manage finishing department - tracking labor, materials, schedules
* Manage offsite painting / finishing / mural installations
* Working with outside vendors and contractors
* Experience in Asana, Instagantt, QuickBooks, Microsoft programs

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2014 To 12/2022	The Palos Co., Inc	Controller
ADDRESS: (Street, City, State, Zip/Postal Code) San Dimas, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
(Union Painting Contractor)- -------
* Managed estimates, negotiated contracts, tracked change orders to 100% completion
* Wage negotiations with Union Labor and Corporate Clients.
* Administered contracts, tracked insurance, payroll, expenses and invoicing
* Developed and maintained the safety program with zero incidents
* Base clientele were owner direct projects for Disney, Kaiser, Caltech, Brookfield, Jones Lang Lasalle

Sr Project Manager

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2009 To 12/2014	The Blakely Co., Inc	Estimator
ADDRESS: (Street, City, State, Zip/Postal Code) Los Angeles, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Sr Project Manager
(Union Painting Contractor)- -------
* Managed estimates, negotiated contracts, tracked change orders to 100% completion
* Oversaw field workers, maintaining supplies and equipment.
* Base clientele were General Contractors such as Clark Construction Group, W.E O'Neil Construction, Morley Builders, Hensel Phelps

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2006 To 12/2009	AGV Painting Inc	Owner
ADDRESS: (Street, City, State, Zip/Postal Code) West Covina, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
* Managed estimates, negotiated contracts, tracked change orders to 100% completion
* Administered contracts, tracked insurance, payroll, expenses and invoicing
* Oversaw field workers, maintaining supplies and equipment.
* Base clientele were owner direct for USC/Keck Medical Center, Storage West, Sears. For GC's as Shook Building Systems, Bergman, Menemsha Solutions

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2004 To 12/2006	Exclusive Coatings Inc	Project Manager
ADDRESS: (Street, City, State, Zip/Postal Code) Duarte, California		
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:**	

DUTIES:
Project Manager
----
* Managed estimates, negotiated contracts, tracked change orders to 100% completion
* Oversaw field workers, maintaining supplies and equipment.
* Base clientele were direct projects for the Home Depot Painting Program serving 38 Southern CA Stores.

DATES:	EMPLOYER:	POSITION TITLE:
From 1/2002 To 12/2004	Contractors Inc	Project Manager
ADDRESS: (Street, City, State, Zip/Postal Code) Corona, California		

HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	

DUTIES:
Project Manager
Estimator Certified -------
* Managed estimates, negotiated contracts, tracked change orders to 100% completion
* Base clientele were WL Butler Inc and Near-Cal Corp for Big Box Retail... Costco, Home Depot, Lowes. Kohl's, Targets, Walmart

DATES:	EMPLOYER:	POSITION TITLE:
From 1/1997 To 12/2002	Dick Speer Painting Inc	Superintendent

ADDRESS: (Street, City, State, Zip/Postal Code)	
North Hollywood, California	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	

DUTIES:
Superintendent
----
* Managed estimates, tracked change orders to 100% completion
* Base clientele were Warner Constructors, Cannon, KCS West for Tenant Improvement, Telecom and Luxury Homes

DATES:	EMPLOYER:	POSITION TITLE:
From 1/1991 To 12/1997	Anzalone and Lundeen	Union Foreman

ADDRESS: (Street, City, State, Zip/Postal Code)	
Sylmar, California	
HOURS PER WEEK:	**# OF EMPLOYEES SUPERVISED:**
40	

DUTIES:
Union Foreman
Painting companies- -------
* Specialized in industrial painting and coatings
* Foreman on projects as Metro Redline subway, Hyperion Treatment Plant, LA Coliseum.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**

NO

3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
N/A

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
Yes
2. **Are you a registered voter in the City of West Covina?**
Yes
3. **Are you a resident of the City of West Covina?**
Yes

EMPLOYMENT APPLICATION

CITY OF WEST COVINA
1444 W. Garvey Avenue South
West Covina, California, 91790

http://westcovina.org

Bennett, Steven E - Person ID: 2147134
2025-019 AUDIT COMMITTEE MEMBER

Received: 1/9/26, 1:45 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□ Experience
□ Training
□ Other:_____

PERSONAL INFORMATION

POSITION TITLE: AUDIT COMMITTEE MEMBER	**EXAM ID#:** 2025-019
NAME: (Last, First, Middle) Bennett, Steven E	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	**NOTIFICATION PREFERENCE:** Paper
DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CA **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes □ No	
What is your highest level of education? High School	

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□ Yes ■ No □ Maybe

OBJECTIVE:
To serve the City of West Covina residents by providing many years of experience in the city and serving on commissions previously.

EDUCATION

Nothing Entered For This Section

WORK EXPERIENCE

DATES: From 1/2010 To 12/2019	**EMPLOYER:** City of West Covina (Commissioner)	**POSITION TITLE:** Commissioner
ADDRESS: (Street, City, State, Zip/Postal Code) West Covina, California		**COMPANY URL:** www.westcovina.gov
PHONE NUMBER: 6266257400	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes □ No	
HOURS PER WEEK: 1	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Served on the Community and Senior Services Commission for around 10 years (appointed by different council members).

REASON FOR LEAVING:
Commissioners are appointed (volunteer) positions and serve at the pleasure of a council member. They can be appointed and removed at will with or without cause.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Where did you first hear about this opportunity?**
   City of West Covina's Website
2. **Do you have any relatives working here?**
   NO
3. **If you answered "yes" to the above question, please provide date(s) applied and position title(s). If this is not applicable, please type "NA" in the box below.**
   Previous Commissioner.

Job Specific Supplemental Questions

1. **Are you at least eighteen (18) years of age?**
   Yes
2. **Are you a registered voter in the City of West Covina?**
   Yes
3. **Are you a resident of the City of West Covina?**
   Yes

AGENDA ITEM NO. 13

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A DRAFT REQUEST FOR PROPOSALS FOR FEDERAL LOBBYIST SERVICES**

RECOMMENDATION:

It is recommended that the City Council provide direction.

BACKGROUND:

The City relies on various sources, including Federal, State, County, and private agencies, for special funding to provide services to the public. At the February 20, 2024 City Council meeting, it was requested that the City look into hiring a Washington DC lobbyist. A federal lobbyist would network and connect with lawmakers to advocate for funding for City-specific projects.

Staff drafted and published a formal Request for Proposals (RFP). RFP 2024-09 for Federal Lobbyist services was posted on May 16, 2024. Six (6) proposals were received. On January 21, 2025, the City Council rejected all bids and directed staff to revise the RFP.

DISCUSSION:

A draft RFP is attached for consideration. With the approval of the draft and a funding source for the service, the RFP will be processed for publication.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report. The City Attorney's Office has not reviewed the draft RFP.

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

Funding for Federal Lobbyist Services is not included in the approved FY 2025-26 Budget. A funding source will need to be identified for the service if approved to proceed.

Attachments

Attachment No. 1 - Draft RFP for Federal Lobbyist

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

FEDERAL LOBBYIST SERVICES	**Approved by:**	**RFP No.**
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified consultants to provide federal lobbying services. The City is seeking a lobbyist that can help the City secure federal funding, advocate for the City's policy and financial needs, and be an expert navigator of the federal government.

2. RFP SCHEDULE

- RFP release: **TBD**
- Questions due: **TWO WEEKS FROM RELEASE**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **ONE WEEK FROM QUESTIONS DUE**
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: **TWO WEEKS FROM RESPONSES DUE**
- Award of contract (tentative date): **TBD**
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than **4:00PM** on **, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Karen Ogawa, Finance Director. The City Representative can be reached via e-mail at kogawa@westcovina.org or by phone at (626) 939-8463. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used, as well as the proposed team, to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title

of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at mdelira@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at

www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal and compliance with the required RFP format	20
Experience and Qualifications of Proposed Project Team	30
Similar Project Experience	30
Proposed Cost	20
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any

proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)



SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

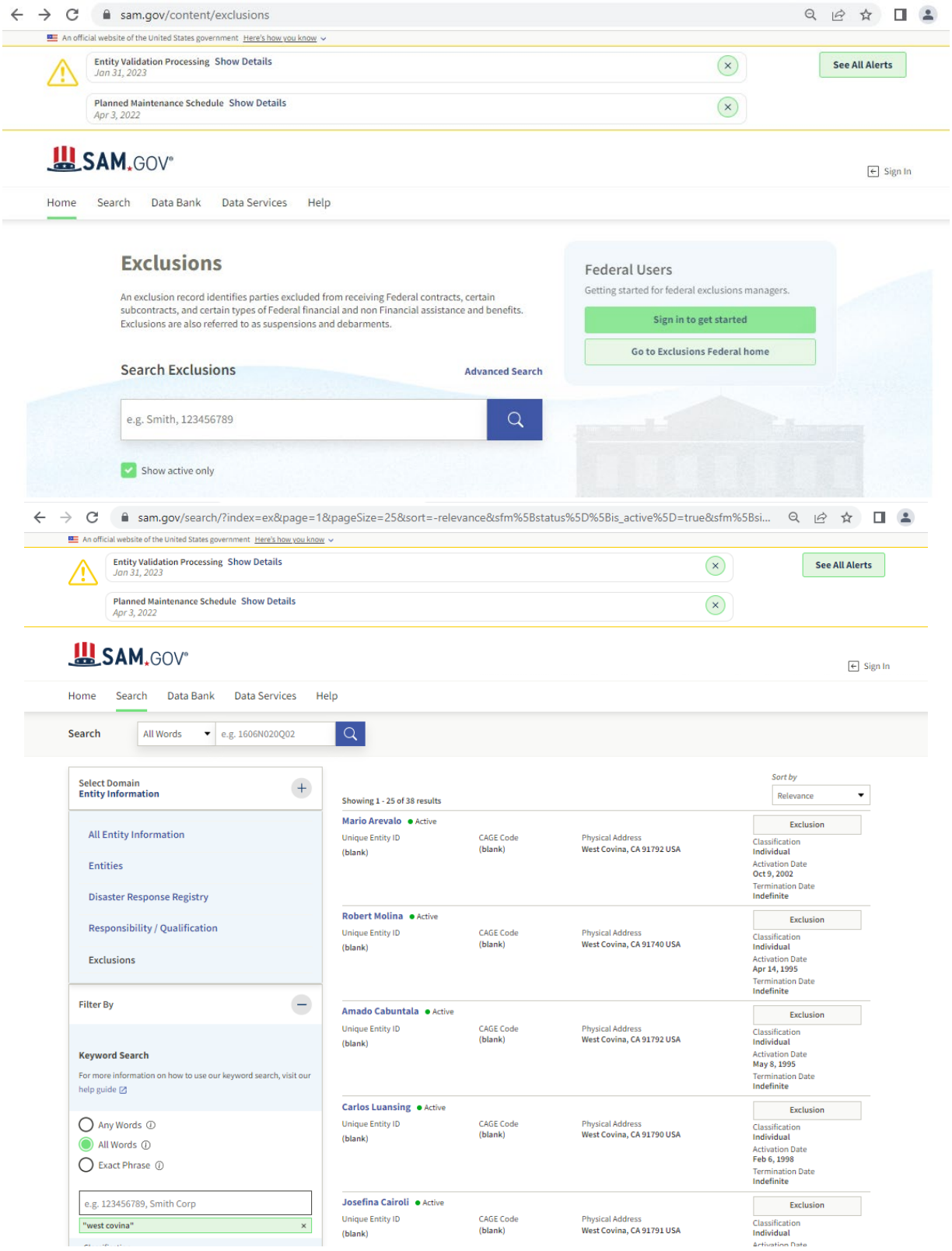
Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home Search Data Bank Data Services Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

ATTACHMENT E

SCOPE OF SERVICES

SAMPLE

SCOPE OF SERVICES

The City of West Covina seeks to retain the services of a lobbyist consultant that possesses significant demonstrable experience in lobbying and advocacy at the federal level. The lobbying consultant shall be able to develop relationships with the City's representatives and shall have existing relationships with federal governmental staffers within the state and federal capitals, at governmental agencies, and with other industry lobbyists. The ideal candidates will have strong existing relationships at the federal levels with all of the individuals indicated previously, in order to act as trusted advisors, lobbyists, and expert navigators for the City. Specifically, the requested services may include but are not limited to the following:

- Identify and devise strategies to successfully secure federal funding for the City of West Covina.
- Pursue major funding opportunities and investigate other opportunities. Lobbying consultant shall research and provide information to the City on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the City to capitalize on opportunities, and examples of successful federal government applications.
- Monitor bills that may impact the City's interests in accordance with the legislative priorities established by the City and provide interpretation and analysis of bills to City staff.
- Work closely with City staff to assess the impact of certain bills and administrative decisions and to develop a response from the City either in support, opposition, or seek amendments to bills or administrative rules.
- Provide frequent legislative briefings for key City staff, including information regarding major highlights and information on priority bills that require the City's attention.
- Represent the City and meet with legislators, their staff, and governmental agency officials to advance the City's legislative agenda and interests.
- Testify at committee hearings and other meetings on behalf of the City.
- Track and review press releases, informational bulletins, and other important information released by the federal governments and their agencies.
- Review and notify City staff of relevant federal grants.
- Advocate for City funding in the federal budgets, through grants and legislation, and through any other appropriate means.
- Work with City staff to secure sponsors for proposed bills and/or amendments to Federal law.
- Provide City staff with a monthly written summary of legislative activities on behalf of West Covina.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMEMT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____ a [(state) (entity information)] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to _____, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

SAMPLE

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to

the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

SAMPLE

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

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

SAMPLE

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided

herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.]**

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

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

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

(a) Be adjudged a bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared

SAMPLE

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

5.0. INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

SAMPLE

(d) Professional liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

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

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SAMPLE

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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_____	West Covina, CA 91790
Tel: _____	Tel: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

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

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

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

If the contract is with not with "design professionals" (i.e. architects and engineers) as defined by Civil Code § 2782.8, the following indemnification provision should be used:

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

If the contract is to hire "design professionals" (i.e. architects and engineers), under Civil Code § 2782.8, a city can only require indemnity for the professional's negligence, recklessness or willful misconduct. Therefore, for contracts with design professionals, the following section 6.8 should be used instead of the above section 6.8:

SAMPLE

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

SAMPLE

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

SAMPLE

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City

and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

SAMPLE

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other

circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

SAMPLE

[SIGNATURE PAGE FOLLOWS.]

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

SAMPLE

ATTEST:

_____
Monique De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Carmelia Underwood

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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Risk Management

SAMPLE

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A DRAFT REQUEST FOR PROPOSALS FOR GRANT WRITING SERVICES**

RECOMMENDATION:

It is recommended that the City Council provide direction.

BACKGROUND:

The City relies on various sources, including Federal, State, County, and private agencies, for special funding to provide services to the public. At the February 20, 2024 City Council meeting, it was requested that the City look into contracting for grant writing services, as a grant writing team that specializes in the management of the overall grant process could assist the City in securing funding for services and projects.

Staff drafted and published a formal Request for Proposals (RFP). RFP 2024-08 for Grant Writing services was posted on May 16, 2024. Fifteen (15) proposals were received. On January 21, 2025, the City Council rejected all bids and directed staff to revise the RFP.

DISCUSSION:

A draft RFP is attached for consideration. With the approval of the draft and a funding source for the service, the RFP will be processed for publication.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report. The City Attorney's Office has not reviewed the draft RFP.

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

Funding for Grant Writing Services is not included in the approved FY 2025-26 Budget. A funding source will need to be identified for the service if approved to proceed.

Attachments

Attachment No. 1 - Draft RFP for Grant Writing Services

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

GRANT WRITING SERVICES	**Approved by:**	**RFP No.**
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified consultants to provide grant writing services. The City is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the City in maximizing the benefits of grant funding.

It is the intent of the City to apply for grants which address City needs associated with service delivery and necessary capital infrastructure improvements. In addition, it is the intent of the City to apply for grants which not only are consistent with identified City needs but also those grants that can be properly and efficiently administered by staff taking into account existing duties and responsibilities. The goal of the City's grant program is to secure funding for services and projects which the City otherwise would be required to utilize local tax dollars.

2. RFP SCHEDULE

- RFP release: **TBD**
- Questions due: **TWO WEEKS FROM RELEASE**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **ONE WEEKS FROM QUESTIONS DUE**
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: **TWO WEEKS FROM RESPONSES DUE**
- Award of contract (tentative date): **TBD**
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than **4:00PM** on **____, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Karen Ogawa, Finance Director. The City Representative can be reached via e-mail at kogawa@westcovina.org or by phone at (626) 939-8463. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety;

and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at mdelira@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending

award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as "Trade Secret", "Confidential", or "Proprietary".

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal and compliance with the required RFP format	20
Experience, Reference and Qualifications of Proposed Project Team	30
Similar Project Experience	30
Proposed Cost	20
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any

proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

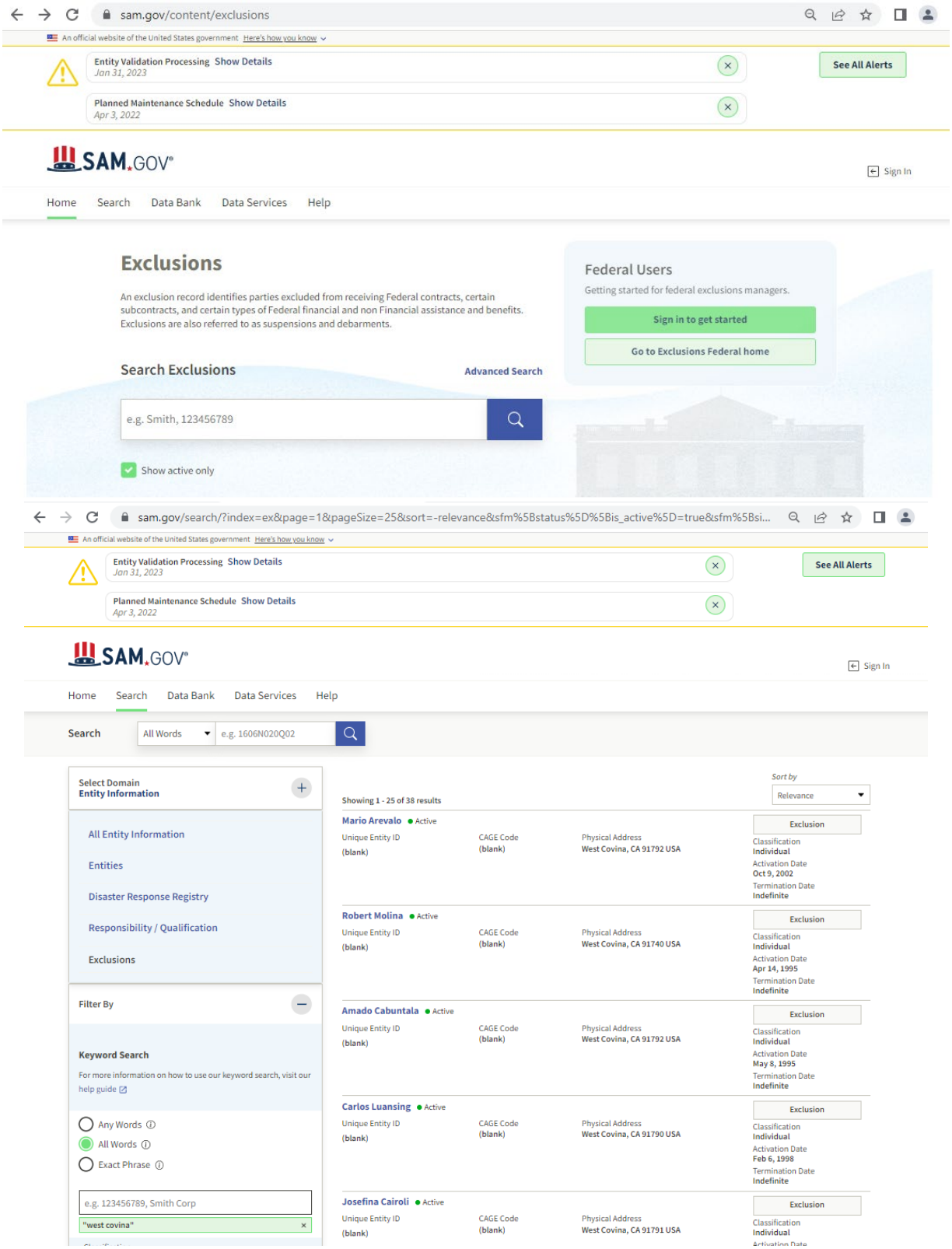
Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

ATTACHMENT E

SCOPE OF SERVICES

SAMPLE

SCOPE OF SERVICES

The sections below provide the framework for the scope of services required. Any additional information that the consultant wishes to include will be helpful in making our decision.

1. Grant Funding Needs Assessment and Strategy
    a. Participate in an initial introductory/all hands meeting with City executives and staff, and annually thereafter, to develop an overall strategy for identifying and securing grant funding.
    b. Meet with City staff on a quarterly basis to identify grant funding needs and priorities and discuss current and potential grant opportunities.

2. Grant Monitoring and Research
    a. Identify appropriate grantors and grant programs including, but not limited to, federal, state, and regional government organizations and private foundations and businesses to support the City's funding needs and priorities.
    b. Research and analyze potential funding opportunities to determine its suitability to the City's needs and project eligibility requirements.
    c. Based on grant funding research, recommend grantors and grant programs to which the City should submit applications.
    d. Inform staff of the details of identified grants and provide key information including funding program name and agency, available funding, key dates/deadlines, funding type (grant, loan or incentive), required match, and cost share required.

3. Grant Writing
    a. The consultant shall write and apply for all grants approved by City staff.
    b. Prepare a strategic work plan for each grant application including key dates, responsibilities of consultant and staff for producing grant application content, key tasks, and specific deliverables.
    c. Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of letters of intent, funding abstracts, production and submittal of applications.
    d. Ensure that all required components of each proposal are included in submission; ensuring adherence to grant evaluation criteria, and ensuring each entire grant package is timely and correctly prepared in accordance with the requirements and restrictions of its respective funder's portal and technical submission requirements.
    e. Work with designated City staff to edit grant applications for consistency of messaging, ensuring integration of grant requirements and succinctness prior to City final review and submittal to funder.

f. Organize facts, data, statistics and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as appropriate, and make those items available to the City for future use.

4. Grant Management and Administration

    a. If requested by City, upon award of grant, provide grant management and administration services, including but not limited to:
        i. Prepare a schedule for the submission of required documents, including project milestones, progress and final reports and invoices to funding agencies, including key dates and responsibilities of consultant and staff for producing drafts and final deliverables.
        ii. Ensure that all reporting components of the awarded grant are correctly prepared and submitted to meet the deadlines in accordance with funding agency requirements.
        iii. Work with designated staff on all grant compliance components including all standard environmental, procurement, and compliance regulations, and also provide guidance on grant eligible costs and advise staff of analysis and strategic actions to fully utilize existing grant money and ensuring 100% compliance.
        iv. Review status and progress of grant with City staff on a monthly basis and with funding agencies as needed.
        v. Ensure project and grant reporting are “Audit Ready” upon completion by developing and maintaining an audit file with all documentation, including, but not limited to: all compliance documents, financial documents, reports, reimbursement requests, and any other documentation relevant to the project’s grant funding.

5. Ongoing Communication

    a. Communicate with designated City staff regarding the work undertaken and upcoming grant opportunities.
    b. Submit monthly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMEMT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____ a [(state) (entity information)] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to _____, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

SAMPLE

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City

Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

SAMPLE

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

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

SAMPLE

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written

amendment to this Agreement.**]**

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

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

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

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(a) Be adjudged a bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) Professional liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in

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the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

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

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

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

6.0. GENERAL PROVISIONS

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

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

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

SAMPLE

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

_____
_____
_____
Tel: _____
Email: _____

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: _____
Email: _____

Attn: _____ Attn: _____

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

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

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

If the contract is with not with "design professionals" (i.e. architects and engineers) as defined by Civil Code § 2782.8, the following indemnification provision should be used:

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

If the contract is to hire "design professionals" (i.e. architects and engineers), under Civil Code § 2782.8, a city can only require indemnity for the professional's negligence, recklessness or willful misconduct. Therefore, for contracts with design professionals, the following section 6.8 should be used instead of the above section 6.8:

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6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

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6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

[SIGNATURE PAGE FOLLOWS.]

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Monique De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Carmelita Underwood
Risk Management

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